



**Regular City Council Public Hearing
August 7, 2018
Council Chambers
7:00 PM**

Agenda

- 1. Call to Order**
 - 2. Amendment to Chapter 23 of the General Ordinances of the City of Rochester Regarding Fire Safety Measures P. 9**
 - 3. Amendment to Chapter 42 of the General Ordinances of the City of Rochester Regarding Development and Construction Signs P. 19**
 - 4. Amendment to Chapter 42 of the General Ordinances of the City of Rochester Regarding the Location and Boundaries of Zoning Districts and to Table 18-B, Permitted Uses P. 21**
 - 5. Adjournment**
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**Regular City Council Meeting
August 7, 2018
Council Chambers
*Immediately following the Public Hearing***

Agenda

- 1. Call to Order**
- 2. Opening Prayer**
 - 2.1 AMVET Riders**

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3. **Presentation of the Colors**
 - 3.1. **AMVET Riders**
4. **Roll Call**
5. **Acceptance of Minutes**
 - 5.1 **Special City Council Meeting June 19, 2018 (Budget Adoption), Revised Minutes *consideration for approval* P. 23**
 - 5.2 **Regular City Council Meeting, Revised Minutes: July 10, 2018 *consideration for approval* P. 33**
6. **Communications from the City Manager**
 - 6.1 **Employee of the Month Award P. 55**
 - 6.2 **City Manager's Report P. 57**
7. **Communications from the Mayor**
 - 7.1 **Governor Sununu & NH Executive Council visit to Rochester**
 - 7.2 **Mayors' Letter to New Hampshire Lawmakers regarding Senate Bill 446 and Senate Bill 365 P. 79**
 - 7.2.1 **Governor Sununu Letter of Veto for Senate Bill 446 and Senate Bill 365 P. 83**
 - 7.2.2 **"Override the Vetoes" Document - *NH Timberland Owners Association, the Granite State Hydropower Association, Owners of the six independent biomass plants, and the [NH Sustainable Energy Association](#)* P. 85**
8. **Presentation of Petitions and Council Correspondence**
 - 8.1. ***Correspondence:* Skate Park Letter P. 87**
 - 8.2. ***Petition:* Hillsdale Road Petition P.89**

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9. Nominations, Appointments, Resignations, and Elections
 - 9.1. **Resignation:** Abigail Collins, Selectman, Ward 4 P. 91
10. Reports of Committees
 - 10.1. Appointments Committee P. 93
 - 10.2. Codes & Ordinances Committee
 - 10.2.1. Amendment to Chapter 22 of the General Ordinances of the City of Rochester Regarding Fire Department Organization *first reading, consideration for second reading and adoption* P. 95
 - 10.3. CTE Joint Building Committee P. 99
 - 10.4. Public Safety P. 143
 - 10.4.1 **Committee Recommendation:** To Deny the "Speed Limit" sign on Dry Hill Road. *Consideration for approval* P. 144
 - 10.5. Tri-City Mayor's Task Force on Homelessness P. 148
11. Old Business
12. Consent Calendar
13. New Business
 - 13.1 Resolution Authorizing the Department of Public Works (DPW) to Apply for a New Hampshire Department of Environmental Services (NHDES) Brownfields Cleanup Grant in the Amount of up to \$200,000 in Connection with 10 and 16 Wallace Street in *first reading and consideration for adoption* P. 157
 - 13.2 Resolution Accepting a Law Enforcement Opioid Abuse Reduction Initiative (OARI) Grant in the Amount of \$20,000.00 and Supplemental

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Appropriation in Connection Therewith *first reading, consideration for second reading and adoption* P. 159

13.3 Resolution Accepting a Highway Safety Department Sustained Traffic Enforcement Patrol (STEP) Grant in the amount of \$2900.22 and Supplemental Appropriation in Connection Therewith *first reading, consideration for second reading and adoption* P. 161

13.4 Resolution Establishing Polling Places and Times for the September 11, 2018 State Primary Election *first reading and consideration for adoption* P. 163

13.5 Amended and Restated Development Agreement Between the City of Rochester, New Hampshire and Farmington Associates Properties, LLC and Farmington Associates Properties Ground Tenant, LLC (Waterstone Phase II Development Agreement) *Motion to Authorize City Manager to Enter into Development Agreement* P. 165

13.5.1 GRDD TIF Phase II Analysis P. 197

13.6 Resolution Authorizing a Grant to SOS Recovery in the amount of \$25,000.00 *first reading, consideration for second reading and adoption* P. 199

13.7 *Discussion:* Fairgrounds Issue

14. Non-Meeting/Non-Public Session

15. Other

16. Adjournment

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City Clerk's Office

**Amendment to Chapter 23 of the General Ordinances of the City of Rochester Regarding
Fire Safety Measures**

THE CITY OF ROCHESTER ORDAINS:

That Chapter 23 of the General Ordinances of the City of Rochester and currently before the Rochester City Council, be amended as follows (deletions struck out and additions in italics):

CHAPTER 23

FIRE SAFETY MEASURES

[Chapter 23 \[14\]](#)

SECTION ANALYSIS

23.1 Fire Safety Rules and Regulations

23.2 Smoke Detector Wiring

23.3 Enforcement Officer

~~23.4 Control of Outdoor Fires~~

~~23.5~~23.4 Knox Box Installations

~~23.6~~23.5 Public Safety Amplification System Required in Large Facilities

~~23.7~~23.6 Administration and Enforcement

~~23.8~~23.7 Means of Escape

23.8~~98~~ Fire Department Access

~~23.9~~ ~~23.10~~ Control of Fire Hazards

~~23.11~~ ~~23.10~~ Penalty

~~23.12~~23.11 Sprinkler Requirements for Certain Single-family Dwelling Units

~~23.13~~23.12 Prohibition and Regulation of Fireworks

~~23.14~~23.13 Listed Agent Program

~~23.15~~23.14 Regulation of Fire Alarms

23.1 Fire Safety Rules and Regulations.

~~The rules and regulations of the State Fire Marshal as they are now constituted and as they are from time to time amended are hereby adopted as and for the Fire Safety Rules and Regulations of the City of Rochester. The full text of such rules and regulations may be obtained by any person at the office of the Chief of the Fire Department of the City of Rochester.~~

This Chapter incorporates the New Hampshire Fire Code as adopted by the State of New Hampshire pursuant to RSA 153:4-a and 153:5, and is hereby adopted and incorporated as if fully set out at length herein. Whenever the New Hampshire Fire Code and these Fire Safety Rules and Regulations address an identical issue, the more stringent fire protection measure will apply. To that effect, the City of Rochester adopts the provisions of NFPA 1: Fire Code (2015) and NFPA 101: Life Safety Code (2015), exempting any requirements therein per RSA 153:5, IV that would constitute being less restrictive than the New Hampshire Fire Code.

23.2 Smoke Detector Wiring.

When installing 120 volt, hard-wired smoke ~~detectors~~alarms in any type occupancy, the smoke detector shall be wired to a lighting circuit.

23.3 Enforcement Officer.

The words “officer” and/or “local authorities” wherever used in the laws, administrative –rules and regulations of the State Fire Marshall and adopted in the foregoing section shall be deemed to refer to the Chief of the Rochester Fire Department.

23.4 Control of Outdoor Fires.

~~No person shall kindle, light, or otherwise start an outdoor fire in the City of Rochester for any purpose whatsoever without first having obtained a written permit, without cost, from the Chief of the Rochester Fire Department. All such permits shall be in writing and in such form as the Chief of the Rochester Fire Department shall prescribe and shall set forth any conditions or restrictions which, in the opinion of the Fire Chief, shall be reasonably necessary and prudent to insure the safe performance of permitted activities.~~

23.45 Knox Box Installations.

For purposes of rapid entry in cases of emergencies or required access to buildings after hours, any new construction, the change in occupancy/ownership of an existing building or any existing building with a fire alarm or sprinkler system installed on all buildings ~~the following type occupancies, excluding single family homes,~~ occurring after the date of the adoption of this ordinance will require a KNOX BOX, ~~to be installed on such premises:~~

- ~~1. Assembly~~
- ~~2. Educational~~
- ~~3. Mercantile~~
- ~~4. Business~~
- ~~5. Industrial~~
- ~~6. Apartment Complex~~

The Fire Chief shall have authority to require any other type of building, not listed above, to install a KNOX BOX to meet rapid entry requirements, if in his discretion public safety considerations require such installation.

23.6-5 Public Safety Amplification System Required in Large Facilities

The purpose of this system is to provide minimum standards to insure a reasonable degree of reliability for emergency services communications from within certain buildings and structures within the City to and from emergency communications centers. It is the responsibility of the emergency service provider to get the signal to and from the building site.

(a) Applicability

The provisions of this article shall apply to:

- (1) New buildings greater than fifty thousand (50,000) square feet;
- (2) Existing buildings over fifty thousand (50,000) square feet when modifications, alterations or repairs exceed fifty percent (50%) of the value of the existing building(s) and are made within any twelve (12) month period or the usable floor area is expanded or enlarged by more than fifty percent (50%); and
- (3) All sublevels, regardless of the occupancy, over ten thousand (10,000) square feet.

(b) Radio coverage

- (1) Except as otherwise provided in this article, no person shall erect, construct or modify any building or structure or any part thereof, or cause the same to be done, which fails to support adequate radio coverage for firefighters and police officers.
- (2) The City's fire department with consideration of the appropriate police, fire and emergency medical department services shall determine the frequency range or ranges that must be supported.
- (3) For the purposes of this section, adequate radio coverage shall constitute a successful communications test between the equipment in the building and the communications center for all appropriate emergency service providers for the building.

(c) Inbound into the Building

- (1) A minimum average in-building field strength of 2.25 micro-volts (-100 dbm) for analog and five (5) micro-volts (-93 dbm) for digital systems throughout eighty-five percent (85%) of the area of each floor of the building when transmitted from

the City's police dispatch center and the appropriate emergency service dispatch centers which are providing fire and emergency medical protection services to the building.

- (2) If the field strength outside the building where the receive antenna system for the in-building system is located is less than (-100 dbm) for analog, or (-93 dbm) for digital systems, then the minimum required in-building field strength shall equal the field strength being delivered to the receive antenna of the building.
- (3) As used in this article, eighty-five percent (85%) coverage or reliability means the radio will transmit eighty-five percent (85%) of the time at the field strength and levels as defined in this article.

(d) Outbound from the Building

A minimum average signal strength of 112 micro-volts (-6 dbm) for analog and five (5) micro-volts (+1 dbm) for digital systems as received by the City's Police dispatch center and the appropriate emergency service dispatch centers, which are providing fire and emergency medical protection services to the building.

FCC authorization. If amplification is used in the system, all FCC authorizations must be obtained prior to use of the system. A copy of these authorizations shall be provided to the City's Fire Department.

(e) Enhanced amplifications systems

- (1) Where buildings and structures are required to provide amenities to achieve adequate signal strength, they shall be equipped with any of the following to achieve the required adequate radio coverage; radiating cable system(s), internal multiple antenna system(s) with an acceptable frequency range and an amplification system(s) as needed, voting receiver system(s) as needed, or any other City approved system(s).

- (2) If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operation on an independent battery or generator system for a period of at least eight (8) hours without external power input or maintenance. The battery system shall automatically charge in the presence of external power.
- (3) Amplification equipment must have adequate environmental controls to meet the heating, ventilation, cooling and humidity requirements of the equipment that will be utilized to meet the requirements of this code. The area where the amplification equipment is located almost must be free of hazardous materials such as fuels, asbestos, etc.

All communications equipment, including amplification systems, cable and antenna systems shall be grounded with a single point ground system of five (5) ohms or less. The ground system must include an internal tie point within three (3) feet of the amplification equipment. System transient suppression for the telephone circuits, ac power, radio frequency (RF) cabling and grounding protection are required as needed.

- (4) The following information shall be provided to the Fire Department by builder:
 - (A) A blueprint showing the location of the amplification equipment and associated antenna systems which includes a view showing building access to the equipment; and
 - (B) Schematic drawings of the electrical, backup power, antenna system and any other associated equipment relative to the amplification equipment including panel locations and labeling.

(f) Testing procedures – Method to Conducts Tests

- (1) Tests shall be made using frequencies close to the frequencies used by the Police and appropriate emergency services. If testing is done on the actual frequencies, then this testing must be coordinated within the City's Fire Department. All testing must be done on frequencies authorized by the FCC. A valid FCC license will be required if testing is done on frequencies different from the Police, Fire or emergency medical frequencies.

(g) Measurements Shall be Made Using the Following Guidelines

- (1) With a service monitor using a unity gain antenna on a small ground plane;
- (2) Measurements shall be made with the antenna held in a vertical position at three (3) to four (4) feet above the floor;
- (3) A calibrated service monitor (with a factory calibration dated within twenty-four (24) months may be used to do the test);
- (4) The telecommunications unit representative for the City may also make simultaneous measurements to verify that the equipment is making accurate measurements. A variance of 3 db between the instruments will be allowed; and

(5) If measurements in one location are varying, then average measurements must be used.

- (A) All testing shall be done in the presence of a Fire Department representative at no expense to the City or appropriate emergency services department.
- (B) Signal strength, both inbound and outbound as defined above, shall be measured on each and every floor above and below ground including stairwells, basements, penthouse facilities and parking areas of the structure. The structure shall be divided into fifty (50) foot grids and the measurements shall be taken at the center of each grid.

(h) Annual Tests

Annual tests will be conducted by the City's telecommunications unit or appropriate emergency services department. If communications appear to have degraded or if the tests fail to demonstrate adequate system performance, the owner of the building or structure is required to remedy the problem and restore the system in a manner consistent with the original approval criteria. The re-testing will be done at no expense to the City or the appropriate emergency services departments as required in the original testing procedures.

(i) Field Testing

Police and Fire personnel, after providing reasonable notice to the owner or his/her representative, shall have the right to enter onto the property to conduct field testing to be certain the required level of radio coverage is present. Certificates of Occupancy may be denied for new and existing buildings for failure to comply with these requirements.

23.7-6 Administration and Enforcement.

The authority having jurisdiction for the administration and enforcement of this chapter shall be Fire Prevention of the City of Rochester. The fee schedule under this chapter shall be as follows:

Tank Removal	\$25.00
Blasting	\$25.00
Incident Report	\$5.00
Fire Marshal's Investigation Report	\$25.00
Photographs (Fire Scene)	\$15.00
CD Photos (Fire Scene)	\$15.00
Fire Alarm System Plan Review	\$1.00 per device or \$50.00 minimum
Sprinkler System Plan Review	\$1.00 per device or \$50.00 minimum
Commercial Hood Fire Suppression	\$1.00 per device or \$50.00 minimum
Clean Agent	\$1.00 per device or \$50.00 minimum

Initial Inspection	Free of Charge
Re-Inspections (Sprinkler Systems, Fire Alarm Systems, Commercial Hood Fire Suppression, Clean Agent)	\$50.00 per person with \$100.00 minimum
Fine	\$175.00 (working without a permit or license)
Listed Agent	\$25.00 per year, per restriction
False Alarm, Fire Alarm Activation	\$175 after 2 Consecutive, per calendar year

23.8 Means of Escape.

~~All factories, hotels, tenement houses, public halls, schoolhouses and other buildings used as places of public resort in the City shall be provided with ample means of escape in case of a fire and adequate facilities for entrance and exits on all occasions; and be so erected as not to endanger the health and safety of persons who occupy them.~~

23.97 Fire Department Access

Before construction on commercial buildings, a residential street or a private street with two (2) or more duplexes or single-family dwellings may begin, Fire Department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a surface suitable for all-weather driving capabilities.

23.108 Control of Fire Hazards

The Chief of his/her designee shall examine, or cause to be examined, at regular intervals, all places where combustible material may be collected or deposited and cause the same to be removed by the tenants, occupants or owners of such place, at their expense, whenever, in the opinion of the Fire Chief, such removal is necessary for the security of the City against fires. A record of all such inspections shall be kept by the Chief or his/her designee.

23.119 Penalty

Any person, persons, firm, corporation or partnership who shall violate any provision of Chapter 23 shall be guilty of a violation punishable by a fine of not less than one hundred dollars (\$100) or not more than five hundred dollars (\$500). Each day that the violation continues to exist shall constitute a separate offense. The owner of record of any property upon which a violation of this Chapter occurs shall be held strictly liable for any violation occurring on their property and shall be guilty of a violation in the same manner as stated above.

23.12-10 Sprinkler Requirements for Certain Single-family Dwelling Units.

In addition to sprinkler requirements for structures under the provisions of the applicable N.F.P.A. (National Fire Protection Association) Code and/or any other applicable law or regulation all newly constructed duplexes, triplexes and single-family dwelling unit combination structures that are attached to each other, shall be sprinkled in accordance with National Fire Protection Association (N.F.P.A.) Code standards as contained in the New Hampshire State Fire Code.

23.13-11 Prohibition and Regulation of Fireworks.

- A. In accordance with the provisions of RSA 160-C, it shall be illegal for any person, firm, partnership or corporation to offer for sale, expose for sale, sell at retail, purchase, possess, use, explode or display any permissible fireworks within the City of Rochester, except as specifically provided for in this ordinance.

B. As used in this ordinance:

- i. “Display” means the use, explosion, activation, ignition, discharge, firing or any other activity which is intended to cause or which causes a firework to do what it was manufactured to do.
- ii. “Permissible fireworks” means those consumers firework devices defined as “permissible fireworks” in RSA 160-C, as the same currently exists or as, from time to time, hereinafter amended.
- iii. “Fire Chief” means the Fire Chief of the City of Rochester or his/her designee.
- iv. “Police Chief” means the Police Chief of the City of Rochester or his/her designee.

C. Permit Required. No Person shall use discharge or explode any permissible fireworks without a permit issued by the City of Rochester.

- i. Any person wishing to obtain a permissible fireworks display permit shall apply to the ~~Police Chief and the Fire Chief~~[Licensing Board](#) at least 15 days prior to the display. The time frame may be waived at discretion of the Police and Fire Chief.
- ii. The applicant shall provide the following information:
 - a. Date of application
 - b. Name, address, and telephone number of applicant
 - c. Address of location where the display will be held
 - d. Diagram of the display location, showing the location of all nearby property lines, nearby buildings, public ways, nearby trees, electrical and telephone lines or other overhead obstructions, and the location of any nearby storage of flammable or combustible liquids or gases
 - e. Name of the owner of the property where the display will be held
 - f. Intended date and time of display, including a possible rain date
 - g. Written authorization of the property owner, if different from the applicant
 - h. Signature of the applicant
- iii. Permit fee. The fee for a permissible fireworks display shall be five dollars (\$5.00) per event. The fee shall be paid at the time of application and is non-refundable.
- iv. Site Inspections;
 - a. Prior to issuing a permit, the Police Chief or the Fire Chief may conduct an inspection of the display site to determine whether a permissible fireworks display can be held in a safe manner.
 - b. If, in the opinion of the ~~Police Chief or Fire Chief~~[Licensing Board](#), the proposed site is not suitable for the safe display

of permissible fireworks, the application for a permit shall be denied.

- D. Subject to, and in accordance with the provisions of Chapter 160-C of the New Hampshire Revised Statutes Annotated it shall be lawful to possess and/or display permissible fireworks upon compliance with the following requirements:
- i. A person who is 21 years of age or older may display permissible fireworks on private property with the written consent of the owner or in the owner's presence, subject to the provisions of this ordinance and RSA Chapter 160-C, and any other applicable ordinance regulation or statute.
 - “ii No display of permissible fireworks shall be permitted within the City except between the hours of 6 PM and 11 PM on the following holiday: Fourth of July (including the evening of July 3rd beginning at 6PM, including from such time until midnight on any rain date established for the annual city-wide fireworks display held at the Rochester Fairgrounds), after obtaining a permit.
 - iii The display of permissible fireworks shall be of such a character, and so located and conducted, that it shall not be hazardous to property or endanger any person. In accordance with the provisions of RSA Chapter 160-C no permissible fireworks shall be permitted on public property and must be at least 50 feet from nearby buildings, nearby trees, electrical and telephone lines or other overhead obstructions, and the location of any nearby storage of flammable or combustible liquids or gases.
 - iv No permissible fireworks may be used, discharged, exploded, or displayed during periods of very high or extreme fire danger as determined by the Fire Chief or the NH Division of Forests and Lands.
 - v. Permissible fireworks may be used, discharged, exploded, or displayed in a manner such that any all discharge debris shall remain within the property lines of the lot on which the display originates.
 - vi. Anyone using permissible fireworks shall be responsible for removing any debris accumulated due to the discharge of fireworks that fall onto the public way, public property, and any private property within twenty-four hours. Anyone failing to remove such debris shall be financially responsible for its clean up.
 - vii. Display of permissible fireworks shall be permitted on public property the evening of July 3rd beginning at 6 PM, including from such time until midnight on any rain date established for the annual city-wide fireworks display held at a the Rochester Fairgrounds provided that such display shall be authorized in a duly issued Block Party Application/Permit from the City's Licensing Board covering the public property on which the display is to occur.
- E. A violation of this ordinance shall be subject to the penalties provided for in Chapter 23, Section 23.11, Penalty, of the City of Rochester General Ordinance.
- F. This ordinance shall be construed consistently with NH Code of Administrative Rules Saf

- c 2600, as made applicable by state statute and as adopted by reference in Section 23.1, of the General Ordinances of the City of Rochester, and is not meant to repeal any section thereof. Nothing in this ordinance shall be interpreted so as to conflict with the provisions of Chapters 160-B or 160-C of the New Hampshire Revised Statutes Annotated, as currently written, or as from time to time hereafter amended. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct independent provision and such holding shall not affect the validity of the remaining portions thereof.11-9-10
- G. The Police Chief or Fire Chief may suspend the use of permissible fireworks for any of the following reasons:
- i. Unfavorable weather conditions, including but not limited to, lightning storms or high wind conditions exceeding 20 miles per hour or higher.
 - ii. If any person under the age of 21 possesses, uses, discharges or explodes, used, discharged or exploded any permissible firework device.
 - iii. If any person who is using, discharging, exploding, or displaying the permissible fireworks appears to be under the influence of alcohol or drugs;
 - iv. If, in the opinion of the Police Chief or Fire Chief, the use, discharge, exploding, or display of permissible fireworks would create a threat to public safety.
- H. The Police Chief and/or Fire Chief are authorized to seize, take, remove or cause to be removed, at the expense of the owner, all firework devices that are being discharged in violation of this ordinance.”
- I. The City Manager, Mayor, and/or the City Council may declare a Special Event of cultural or civic significance and authorize the display of fireworks on the same terms as Section D. ii. On particular days to celebrate those Special Events.

23.14-12 Listed Agent Program

In accordance with NFPA 1:2009 1.13, or the applicable adopted section of the current Code, the Rochester Fire Department enacts the Listed Agent Program. The Fire Chief or his designee shall promulgate administrative rules for the management of the Listed Agent Program.”

23.15-13 Regulation of Fire Alarms

The Fire Chief or his designee shall promulgate administrative rules for the management of the installation and maintenance of Fire Alarms.

The effective date of these amendments shall be upon passage.

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City Clerk's Office

**Amendment to Chapter 42 of the General Ordinances of the City of Rochester Regarding
Development and Construction Signs**

THE CITY OF ROCHESTER ORDAINS:

That Chapter 42 of the General Ordinances of the City of Rochester and currently before the Rochester City Council, be amended as follows (changes in italics):

42.29 Signs

m. Specific Sign Requirements.

- 6.1. **Development and Construction Signs.** Signs temporarily erected during construction to inform the public of the developer, contractors, architects, engineers, the nature of the project or anticipated completion dates, shall be permitted in all zoning districts, subject to the following limitations:
- A. Such signs on a single residential lot, residential subdivision, or multiple residential lots, and nonresidential uses shall be limited to one sign, no greater than 10 feet, in height and 32 square feet in area.
 - B. Such signs for commercial or industrial projects shall be limited to one sign per street front.
 - C. Development and construction signs may not be displayed until after the issuance of construction permits by the building official and must be removed no later than 24 hours following issuance of an occupancy permit for an or all portions of the project.
- 6.2. **Planned Unit Development Signs.** *These signs shall be used to identify a project and/or inform the public of the name of a development.*
- A. *Such signs shall only be used for Planned Unit Developments.*
 - B. *Such signs shall be no greater than 16 square feet.*
 - C. *Such signs may not be lit.*
 - D. *Such signs are allowed in Open Space.*
 - E. *Such signs shall require approval from the Planning Board. The Board may require specific materials, landscaping, or other features.*
 - F. *This section shall also apply to previously approved Planned Unit Developments.*

The effective date of these amendments shall be upon passage.

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City Clerk's Office

Amendment to Chapter 42 of the General Ordinances of the City of Rochester
Regarding the Location and Boundaries of Zoning Districts and to Table 18-B,
Permitted Uses

THE CITY OF ROCHESTER ORDAINS:

WHEREAS, Chapter 42.1, Section J establishes that the location and boundaries of zoning districts within the City of Rochester are established as shown on a map titled, "City of Rochester Zoning Map."

WHEREAS, Chapter 42.1, Section J further declares that the City of Rochester Zoning Map is incorporated by reference as part of Chapter 42 of the General Ordinances of Rochester regarding zoning.

WHEREAS, the Mayor and City Council of Rochester desire to amend the City of Rochester Zoning Map to convert the Neighborhood Mixed Use Zone between North Main Street Bridge and Holy Rosary Church to Downtown Commercial Zone.

WHEREAS, the Mayor and the City Council of Rochester desire to amend the City of Rochester Zoning Map to expand the boundaries of the Special Downtown Overlay district to encompass the entire Downtown Commercial Zone.

WHEREAS, the Mayor and the City of Rochester desire to amend the City of Rochester Zoning Ordinance Table 18-B, Sales-Service-Office-Institutional Uses to eliminate "Gas Station" and "Vehicle Service" as permitted uses in the Downtown Commercial Zone.

THEREFORE, the Mayor and City Council of Rochester ordain that the Neighborhood Mixed Use Zone in the City of Rochester between North Main Street Bridge and Holy Rosary Church shall be converted to Downtown Commercial Zone in accordance with the Attached Exhibit. (Exhibit A).

FURTHER, the Mayor and City Council of Rochester ordain that Special Downtown Overlay District shall be expanded to cover the entirety of the Downtown Commercial Zone in accordance with the Attached Exhibit. (Exhibit B).

STILL FURTHER, the City of Rochester Zoning Map shall be amended and updated to reflect that the above shown changes ordained by the Mayor and the City Council.

FINALLY, the Mayor and the City Council of Rochester ordain that "Gas Station" and "Vehicle Service" shall be eliminated as permitted uses in the Downtown Commercial Zone and that Table 18-B shall be reflect said change as shown in the Attached Exhibit. (Exhibit C).

The effective date of these amendments shall be upon passage.

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City Clerk's Office

Rochester City Council Special Meeting
June 19, 2018
Council Chambers
7:00 PM

<u>COUNCILORS PRESENT</u>	<u>OTHERS PRESENT</u>
Councilor Abbott	Blaine Cox, Deputy City Manager
Councilor Bogan	City Attorney Terence O'Rourke
Councilor Gates	Sarah Harrington, Ward 1 Seat A
Councilor Gray	
Councilor Hamann	
Councilor Hutchinson	
Councilor Keans	
Councilor Lachapelle	
Councilor Lauterborn	
Councilor Torr	
Councilor Varney	
Councilor Walker	
Mayor McCarley	

MINUTES

1. Call to Order

Mayor McCarley called the Rochester City Council Special Meeting to order at 7:00 PM. Kelly Walters, City Clerk, called the roll. All Council members were present.

Mayor McCarley thanked the residents who have participated in public input over the last few months of budget meetings; however, there will no public input available this evening as it is not a workshop setting.

Councilor Lauterborn announced that the Rochester United Neighborhood meeting (RUN) shall be held on June 25, 2018, at the Frisbie Memorial Conference Center starting at 6:30 PM.

2. Resolution Approving a U.S. Department of Justice Office of Juvenile Justice and Delinquency Prevention Mentoring Opportunities for Youth Initiative Grant Application *First reading, second reading and consideration for adoption*

Councilor Lachapelle **MOVED** to read the resolution for a first time by title only. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor McCarley read the resolution for a first time by title only as follows:

**RESOLUTION APPROVING A U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUVENILE JUSTICE AND DELINQUENCY
PREVENTION MENTORING OPPORTUNITIES FOR YOUTH
INITIATIVE GRANT APPLICATION**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF ROCHESTER, AS FOLLOWS:**

That the Mayor and City Council of the City of Rochester, by adoption of this Resolution, approve the submission by the Bridging the Gaps and the Rochester Police Department of a grant application in an amount up to Five Hundred Thousand Dollars (\$500,000.00) to the federal Department of Justice and its Office of Juvenile Justice and Delinquency Prevention in order to continue funding youth substance abuse prevention work performed by Bridging the Gaps.

Councilor Lachapelle **MOVED** to suspend the rules and read the resolution for the second time by title only. Councilor Walker seconded the motion. The **MOTION CARRIED** by a majority voice vote.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Keans mentioned that this grant application is typically dealt with earlier in the year. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

3. Resolution to Amend the Community Development Block Grant (CDBG) Funds for Fiscal Year 2018-2019 *second reading and consideration for adoption*

Councilor Lachapelle **MOVED** to read the resolution for a second time by title only. Councilor Walker seconded the motion. The

MOTION CARRIED by a unanimous voice vote. Mayor McCarley read the resolution for a second time by title only as follows:

**Resolution to Amend the Community Development
Block Grant (CDBG) Funds for Fiscal Year 2018-2019**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

WHEREAS, the City of Rochester has received its FY 2018-2019 Community Development Block Grant program allocation in the total amount of Two Hundred Ninety Thousand Six Hundred Thirty Seven Dollars (\$290,637.00), an increase of Sixty Four Thousand Five Hundred Sixty Seven Dollars (\$64,567.00) over the Two Hundred Twenty-Six Thousand Seventy Dollars (\$226,070.00) previously appropriated by the City Council at its May 1, 2018 meeting;

WHEREAS, the final allocation of funds set forth in the one-year action plan of the Office of Economic & Community Development for the City of Rochester for the Community Development Block Grant program, in the following categories and amounts:

Category	May 1, 2018	Additional Funding	Final Allocation
Administration and Planning	\$45,214.00	\$12,913.40	\$58,127.40
Public Service Agencies	\$33,910.50	\$9,685.05	\$43,595.55
Housing/Public Facilities/Infrastructure	\$146,945.50	\$41,968.55	\$188,914.05
Total	\$226,070.00	\$64,567.00	\$290,637.00

WHEREAS, the Mayor and City Council of the City of Rochester desire to program these additional funds into other worthwhile activities;

THEREFORE, the Mayor and City Council of the City of Rochester, by adoption of this resolution, hereby appropriate Sixty Four Thousand Five Hundred Sixty Seven Dollars (\$64,567.00) bringing the total appropriation for the FY 2018-2019 Community Development Block Grant program to Two Hundred Ninety Thousand Six Hundred Thirty Seven Dollars (\$290,637.00).

FURTHER, that the funds necessary to fund the above appropriation shall be drawn in their entirety from the above-mentioned 2018-2019 fiscal year Community Development Block Grant from the federal government to the City of Rochester.

FURTHER STILL, to the extent not otherwise provided for in this

Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution and to establish special revenue, non-lapsing, multi-year fund accounts(s) as necessary to which said sums shall be recorded.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

4. Resolution Approving the 2018-2019 Operating Budget for the City of Rochester *second reading and consideration for adoption*

Councilor Lachapelle **MOVED** to read the resolution by title only for a second time. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor McCarley read the resolution for the second time by title only as follows:

Resolution Approving Fiscal Year 2018-2019 Operating Budget for the City of Rochester

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER:

That a twelve (12) month operating budget for the City of Rochester be, and hereby is, approved and appropriated for the period beginning July 1, 2018 and ending June 30, 2019 in the amounts and for the purposes more particularly set forth in the City of Rochester, Proposed Budget, Fiscal Year 2019 (July 1, 2018 - June 30, 2019), as amended, the provisions of which are incorporated herein by reference thereto by attached Exhibit A.

This budget may be reconsidered before the tax rate is set if City, School and/or County revenues are changed by the State of New Hampshire or by the Federal Government. The budget appropriations contained in this Resolution are predicated upon projected revenues as more particularly set forth in the City of Rochester, Proposed Budget, Fiscal Year 2019 (July 1, 2018 - June 30, 2019), as amended, the provisions of which are incorporated herein by reference thereto.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Walker seconded the motion.

Councilor Varney **MOVED** to further amend the City Manager's proposed FY 19 Operating Budget on page 28 of the O&M booklet by increasing the School General Fund Expenditures by \$33,000. Mayor McCarley explained that this reflects the amount of money which is no longer needed for one of the "Lift" Projects, as this project is now being funded through CDBG funds. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Varney **MOVED** to amend the City Manager's proposed O & M budget on page 14 by increasing the School Department's General Fund Revenues by an amount of \$360,000. (*Increase of anticipated Medicare reimbursements per Superintendent of Schools.*) Councilor Lachapelle seconded the motion. The City Council briefly discussed the changes. Mr. Sullivan said the grand total in the School Department General Fund revenues after the proposed budget adjustments is \$63,415,838. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Varney **MOVED** to amend the City Manager's proposed budget on page 22 of the O & M budget booklet to decrease the School Department's Grants Revenue line item by \$161,000 from \$3,571,000 to \$3,410,000 and, on page 32 of the O & M budget booklet to decrease the School Department Grant line item by \$161,000 to \$3,410,000. Councilor Lachapelle seconded the motion. Mayor McCarley stated that this is strictly an in/out budget change and shall have no impact on the School Department's budget or the City's side of the budget. The **MOTION CARRIED** by a unanimous voice vote.

Mayor McCarley said after last week's proposed budget adjustments there had still been a need for tax cap override of the School Department's budget of approximately \$2,070,000. After the proposed budget adjustments made this evening an override in the approximate amount of \$1,710,000 is still needed in order to fund the School Department's operating budget as requested.

Councilor Varney **MOVED** to amend **Exhibit A** of the Operating budget to include all proposed changes to the original City Manager's budget, which changes the original amount of \$129,857,118 to \$132,024,336. Councilor Lachapelle seconded the motion. It was determined that the figures may not be accurate at this time. Councilor Varney **WITHDREW** the motion. Councilor Lachapelle **WITHDREW** the second to the motion.

Councilor Lachapelle **MOVED** to **TABLE** the Operating budget. Councilor Keans seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

The City Council dealt with the CIP budget adoption and returned to work on the O & M Budget adoption.

Councilor Lachapelle **MOVED** to take the O & M Budget resolution off from the **TABLE**. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous roll call vote.

Councilor Varney **MOVED** to amend **Exhibit A** of the Operating budget to include all proposed changes to the original City Manager's budget, which changes the original amount to \$131,896,336. Councilor Lachapelle seconded the motion.

Councilor Lauterborn questioned how much would the increase be on the Tax Rate. Mayor McCarley said that it would increase the property tax rate by approximately \$1.24. Mayor McCarley called for a vote on amendment as stated above. The **MOTION CARRIED** by a majority voice vote.

Mayor McCarley said the final O & M Budget is now \$131,896,336; *which includes an override to the City's tax cap of \$1,710,000.* She clarified that a yes vote is an indication of override to the tax cap.

The **MOTION CARRIED** by a 9 to 4 roll vote. Councilors Keans, Lauterborn, Walker, Lachapelle, Abbott, Bogan, Hutchinson, Varney, and Mayor McCarley voted in favor of the motion. Councilors Gates, Gray, Torr, and Hamann, voted against the motion.

5. Resolution Authorizing and Approving the 2018-2019 Capital Improvements Budget for the City of Rochester and Authorizing Borrowing in Connection Therewith
second reading and consideration for adoption

Councilor Lachapelle **MOVED** to read the CIP Resolution by title only for a second time. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor McCarley read the resolution by title only for the second time as follows:

Resolution Authorizing and Approving Fiscal Year 2018-2019 Capital Budget for the City of Rochester and Authorizing Borrowing in connection therewith

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER:

That the capital budget for the City of Rochester for fiscal year 2018-2019 (July 1, 2018 to June 30, 2019) in the total amount specified in **Exhibit A** annexed hereto, be, and hereby is, authorized and appropriated, and, in accordance with the provisions of RSA 33:9, the City Treasurer, with the approval of the City Manager, is hereby authorized to arrange borrowing to finance a portion of said capital budget appropriation as identified on **Exhibit A** annexed hereto.

The aforementioned borrowing is authorized subject to compliance with the provisions of RSA 33:9 and Section 45 of the Rochester City Charter. The useful lives of the capital projects for which borrowing is authorized by this resolution shall be more particularly set forth in the "City of Rochester, New Hampshire, Proposed CIP Budget, Fiscal Year 2019 (July 1, 2018 –June 30, 2019), as amended.

Councilor Keans asked what the amount of the proposed resolution is to be adopted. Councilor Varney replied that the amount should be \$17,414,710. Councilor Lachapelle **MOVED** to **ADOPT** the CIP resolution. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous roll call of 13 to 0; however, it was later determined that the amount of \$17,414,710 should had not been the correct figure. A re-vote can be found below the original vote as follows: *Councilor Torr, Abbott, Varney, Hutchinson, Lachapelle, Gray, Walker, Bogan, Hamann, Gates, Keans, Lauterborn, and Mayor McCarley voted in favor of the motion.*

A discovery was found that there had been a discrepancy of the figure presented to the City Council at the time of the CIP Adoption. It was determined that a motion to re-consider the original vote for the CIP Adoption is in order:

Councilor Lachapelle **MOVED** to re-consider the vote to adopt the CIP Resolution. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Lachapelle asked if the resolution should also be re-

read. Attorney O'Rourke agreed that it should be read again with correct amount of funding. Councilor Lachapelle **MOVED** to read the CIP budget resolution for the second time by title only. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor McCarley read the CIP resolution by title only for a second time as follows:

Resolution Authorizing and Approving Fiscal Year 2018-2019 Capital Budget for the City of Rochester and Authorizing Borrowing in connection therewith

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER:

That the capital budget for the City of Rochester for fiscal year 2018-2019 (July 1, 2018 to June 30, 2019) in the total amount specified in **Exhibit A** annexed hereto, be, and hereby is, authorized and appropriated, and, in accordance with the provisions of RSA 33:9, the City Treasurer, with the approval of the City Manager, is hereby authorized to arrange borrowing to finance a portion of said capital budget appropriation as identified on **Exhibit A** annexed hereto.

Councilor Lachapelle **MOVED** to **ADOPT** the CIP resolution in the amount of \$14,970,057. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

6. Adjournment

Councilor Lachapelle **MOVED** to **ADJOURN** the Regular City Council meeting at 7:50 PM. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Respectfully submitted,

Kelly Walters, CMC
City Clerk

ADOPTED 2018-2019 OPERATING BUDGET-EXHIBIT A**OPERATING BUDGET SUMMARY****Appropriations:**

	PROPOSED	ADJUSTED	ADOPTED
City	\$ 32,656,544	(\$878,127)	\$31,778,417
City Grants and Donations**	\$ 655,070	\$0	\$655,070
Community Center	\$ 841,000	\$0	\$841,000
County Tax	\$ 6,551,172	\$0	\$6,551,172
Overlay *	\$ 460,000	\$0	\$460,000
Estimated Veteran's Credits *	\$ 682,059	\$0	\$682,059
State Property Tax	\$ 5,008,499	\$0	\$5,008,499
School	\$ 60,292,493	\$3,123,345	\$63,415,838
School Federal Grants	\$ 3,571,000	(\$161,000)	\$3,410,000
School Lunch	\$ 1,800,000	\$0	\$1,800,000
Water Works	\$ 6,965,868	(\$28,500)	\$6,937,368
Sewer Works	\$ 8,776,305	(\$16,500)	\$8,759,805
Arena	\$ 393,979	\$0	\$393,979
Tax Incremental Financing Districts	\$ 1,203,129	\$0	\$1,203,129
Sub Total	\$ 129,857,118	\$2,039,218	\$131,896,336

Revenues:

	PROPOSED	ADJUSTED	ADOPTED
City	\$ 11,561,085	(\$878,127)	\$10,682,958
Use of Fund Balance	\$ 1,275,000	\$0	\$1,275,000
City Grants and Donations**	\$ 655,070	\$0	\$655,070
Community Center	\$ 841,000	\$0	\$841,000
School	\$ 31,011,312	\$1,413,127	\$32,424,439
School Federal Grants	\$ 3,571,000	(\$161,000)	\$3,410,000
School Lunch	\$ 1,800,000	\$0	\$1,800,000
Water Works	\$ 6,965,868	(\$28,500)	\$6,937,368
Sewer Works	\$ 8,776,305	(\$16,500)	\$8,759,805
Arena	\$ 393,979	\$0	\$393,979
Tax Incremental Financing Districts	\$ 1,203,129	\$0	\$1,203,129
Amount to be Raised by Taxes *	\$ 61,803,370	\$1,710,218	\$63,513,588
Sub Total	\$ 129,857,118	\$2,039,218	\$131,896,336

* Estimated veteran's exemptions (credits) \$682,059 and additional overlay \$460,000

ADOPTED 2018-2019 CAPITAL BUDGETS-EXHIBIT A

CAPITAL BUDGET SUMMARY

	<u>PROPOSED</u>	<u>ADJUSTED</u>	<u>ADOPTED</u>
Capital Appropriations:			
City	\$ 5,758,210	(\$265,420)	\$ 5,492,790
School	\$ 2,160,000	(\$239,233)	\$ 1,920,767
Water Works	\$ 2,045,000	(\$30,000)	\$ 2,015,000
Sewer Works	\$ 5,536,500	(\$500,000)	\$ 5,036,500
Arena	\$ 1,075,000	(\$1,075,000)	\$ -
Community Center	\$ 640,000	(\$335,000)	\$ 305,000
Tax Incremental Financing Districts	\$ 200,000	\$0	\$ 200,000
Total Appropriations	\$ 17,414,710	(\$2,444,653)	\$ 14,970,057
Source of Revenues			
General Fund			
Bonding and/or other Borrowing	\$ 4,840,580	(\$113,653)	\$ 4,726,927
Operating Budget	\$ 3,717,630	(\$726,000)	\$ 2,991,630
Other Sources	\$ -		\$ -
Subtotal General Fund Revenues	\$ 8,558,210	(\$839,653)	\$ 7,718,557
Enterprise Funds & Tax Incremental Financing Districts			
Bonding and/or other Borrowing	\$ 8,000,000	(\$1,605,000)	\$ 6,395,000
Operating Budget	\$ 856,500	\$0	\$ 856,500
Subtotal Enterprise Funds & Tax Incremental Financing Revenues	\$ 8,856,500	(\$1,605,000)	\$ 7,251,500
Total Revenues	\$ 17,414,710	(\$2,444,653)	\$ 14,970,057

**Regular City Council Meeting
July 10, 2018
Council Chambers
7:00 PM**

COUNCILORS PRESENT

Councilor Bogan
Councilor Gray
Councilor Hamann
Councilor Hutchinson
Councilor Keans
Councilor Lauterborn
Councilor Torr
Councilor Walker
Councilor Varney
Mayor McCarley

OTHERS PRESENT

Blaine Cox, City Manager
Terence O'Rourke, City Attorney

COUNCILORS ABSENT/EXCUSED

Councilor Gates
Councilor Abbott

Minutes

1. Call to Order

Mayor McCarley called the meeting to order at 7:00 PM.

2. Opening Prayer

2.1. Knights of Columbus to lead the Opening Prayer

The Knights of Columbus led the opening prayer.

3. Presentation of the Colors

3.1. Knights of Columbus to lead the Pledge of allegiance

The Knights of Columbus Presented the Colors and led the Pledge of Allegiance.

4. Roll Call

Deputy City Clerk Cassie Givara took the roll call. All Councilors were present except for Councilor Abbott and Councilor Gates, both of whom were excused.

5. Acceptance of Minutes

5.1. Regular City Council Meeting: June 5, 2018 ***consideration for approval***

Councilor Walker **MOVED** to accept the minutes of the Regular City Council Meeting on June 5, 2018. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

5.2. *Non-Public Meeting Minutes June 5, 2018 ***Motion to Unseal***

Councilor Walker **MOVED** to unseal the minutes of the non-public Meeting on June 5, 2018. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor McCarley reported that the action carried out at the non-public meeting was the City Manager being asked to enter into a purchase and sales agreement for 22 acres of land located at 209 Chestnut Hill Road.

6. Communications from the City Manager

6.1. Employee of the Month Award

City Manager Cox announced that Sara Smith of the Rochester Public Library was the Employee of the Month for the month of July 2018.

6.2. City Manager's Report

City Manager Cox presented the final report from retired City Manager Fitzpatrick as follows:

Contracts and documents executed since last month:

- City Manager
 - CGI Community Video renewal
 - Liquor Sales Approval at Farmer's Market
 - Opera House – LCHIP Grant Letter of Support
- Department of Public Works
 - Application for State Bridge Aid – Four Rod Road

- Lease Renewal – Community Center – Cap – Head Start
- Lease Renewal – Community Center – Workplace Success
- Tennis Courts lighting project – Progressive Electrical Contract
- Weston & Sampson Contract – DPW Conceptual Building & Site Development
- DPW – 3 year Lab Services Contract
- DPW – WTP Cyanotoxin Grant Request
- Watershed Property Conservation Grant
- Water/Sewer Administrative Procedures - Past Due Account Collection
- Economic & Community Development
 - Smart Growth America Technical Assistance Grant – Letter of Support
 - NH Recreational Trails Grant Application
 - Environmental Review – Rochester Housing Authority
 - Environmental Review – Rochester Housing Authority Rehab Project
 - Environmental Review – 1 site
 - Environmental Review – 2 sites
 - FY18/18 CDBG Action Plan
 - FY18/19 CDBG Contract – CASA of NH
 - FY 18/19 CDBG Contract – additional forms
 - FY18/19 CDBG Contract – Crossroads House
 - FY18/18 CDBG Contract – Tri-City Coop
 - OJJDP FY18 – Mentoring Opportunities for Youth Initiative Grant Application
- Finance
 - PFM Financial Advisors - Engagement Letter
 - SP Global Ratings Engagement Letter
- Information Technology
 - Systems Engineering – Microsoft Deployment Toolkit
 - Systems Engineering – Exchange and Office Licensing
- Legal Department
 - 10 North Main Street - purchase
- Police
 - Edward Byrne Justice Grant – additional paperwork
- Recreation
 - Fireworks – MOU with Rochester Main Street
 - State of NH Fireworks Permit

The following standard reports have been enclosed:

- City Council Request & Inquiry Report - **none**
- Monthly Overnight Travel Summary
- Permission & Permits Issued

- Personnel Action Report Summary

7. Communications from the Mayor

Mayor McCarley announced that the City is short on election Officials for both Ward 3 and Ward 4. The City Clerk has asked anyone interested in being an election official to contact the Clerk's office for more information.

An Announcement was read for the Annual Gonic vs. East Side Softball Game. The Ninth annual game will take place at 10:00 AM on Sunday August 12th at Riverside Park located behind Public Works. It is an all ages, co-ed game. Everyone plays, all are welcome.

Mayor McCarley thanked all City staff and everyone involved in the "Night Before the Fourth" celebration, which was a wonderful event which went very well.

8. Presentation of Petitions and Council Correspondence

8.1. *Petition:* Amendment to Chapter 42 of the General Ordinance of the City of Rochester Regarding the Location and Boundaries of Zoning Districts - Expanding the Neighborhood mixed use Zone along Wakefield Street and Columbus Avenue *motion to accept or deny petition*

Councilor Walker **MOVED** to deny the petition. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote to **DENY** the petition.

8.2. *Petition:* Relocation of S.O.S. Recovery from 63 South Main Street to a different location *motion to accept or deny*

Mayor McCarley stated that the City has no authority to move SOS Recovery Center as long as they are operating in a lawful manner. Those who submitted or signed the petition requesting the center be moved are welcome to come speak the City Council Workshop meeting on July 17, 2018 during public input.

Councilor Walker **MOVED** to deny the petition. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote to **DENY** the petition.

9. Nominations, Appointments, Resignations, and Elections

9.1. Resignation: Glenn Watt – Arts & Culture Commission

Councilor Walker **MOVED** to accept Glenn Watt's resignation from the Art & Culture Commission with regrets. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

9.2. Resignation: Christine Hamann – Ward 4 Selectman

Councilor Keans **MOVED** to accept Christine Hamann's resignation as Ward 4 selectman with regrets. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

10. Reports of Committees

10.1. Codes & Ordinances Committee

10.1.1. Amendment to Chapter 22 of the General Ordinances of the City of Rochester Regarding Fire Department Organization *first reading, consideration for second reading and adoption*

Councilor Lachapelle **MOVED** to read the Amendment for the first time by title only. Councilor Bogan seconded the motion.

Councilor Keans asked if there was a flow chart showing what changes had been made in the Amendment.

Councilor Lauterborn stated that this Amendment was about the ordinance which talked historically regarding things such as fire boards. The information supplied to Council in the packet contained the ordinance after the changes, not the notations of changes which had been made and the deletions. Councilor Lauterborn stated that she didn't feel Council could take any action this evening without that information.

Councilor Lachapelle requested that the original motion be carried out to read the Amendment for the first time by title only. Mayor McCarley indicated that Council could choose not to read the Amendment at all. Councilor Walker **MOVED** to **TABLE** the Amendment.

Councilor Torr seconded the motion. The **MOTION CARRIED** by a majority voice vote. Councilor Lauterborn indicated the Amendment should come back to Council next month with the relevant information included for Council to review.

10.1.2. Amendment to Chapter 23 of the General Ordinances of the City of Rochester Regarding Fire Safety Measures *first reading, consideration for second reading and adoption*

Councilor Lachapelle **MOVED** to read the Amendment for the first time by title only and refer back to the Codes & Ordinances Committee for a Public Hearing on August 2nd 2018 at 6:00 PM. Councilor Bogan seconded the motion.

Councilor Keans amended the motion to specify that the Amendment be sent to Full Council for a Public Hearing as opposed to Codes & Ordinances. Councilor Varney seconded the amended motion.

Councilor Lachapelle **WITHDREW** his motion to send the Amendment to Codes & Ordinances for a Public Hearing. Councilor Bogan **WITHDREW** her second.

Councilor Lachapelle **MOVED** to read the Amendment for the first time by title only and send to the full Council for a Public Hearing on August 7, 2018. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor McCarley read the Amendment for the first time by title only as follows:

Councilor Keans inquired why the Amendment had gone directly to Codes & Ordinances instead of coming to the full Council so they could have sent it to Public Hearing earlier. Attorney O'Rourke responded that the Amendment does not require a public hearing. Councilor Keans suggested that a Public Hearing should be required because it could affect some zoning ordinances. Attorney O'Rourke reiterated that the state RSA does not require a public hearing for fire code, but since Council has already voted to send it to Public Hearing they can choose to carry out this extraneous step even though it is not required by law.

10.1.3. Amendment to Chapter 17.31 of the General Ordinances of the City of Rochester Regarding Water Usage During

an Emergency *first reading,*
consideration for second reading and
adoption

Councilor Lachapelle **MOVED** to read the Amendment for the first time by title only. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor McCarley read the Amendment for the first time by title only as follows:

Amendment to Chapter 17 of the General Ordinances of the City of Rochester Regarding Water Usage During an Emergency

THE CITY OF ROCHESTER ORDAINS:

That Chapter 17 of the General Ordinances of the City of Rochester and currently before the Rochester City Council, be amended as follows (changes in red):

17.31 Regulation of Water Usage during an Emergency.

(a) Purpose. The purpose of this regulation is to ensure the use of water is properly regulated whenever an emergency exists by reason of a shortage of water due to inadequate supply, limited treatment, distribution capacity, or failure of equipment or material. The City of Rochester may use reasonable means to protect, preserve, and maintain the public health, safety, and welfare when a water supply shortage exists.

(b) Authority. The City of Rochester adopts these regulations under its authority to regulate public water systems under RSA 38:26. In accordance with the provisions of RSA 47:17, XV, whenever an emergency exists by reason of a shortage of water due to inadequate supply, limited treatment or distribution capacity or failure of equipment or material, the City Manager is authorized to restrict or prohibit the use of water from the City water system.

(c) Applicability. The requirements of this section shall apply to all water users with connections receiving water from the City water system, which includes all public water systems owned and operated by the City.

(d) Definitions.

(1) Person: Any individual, corporation, trust, partnership, joint stock company, association, state, municipality, commission, United States government or any agency thereof, political subdivision of the State or any

interstate body, or other entity.

(2) Water supply shortage: A situation when the City's water supply is in jeopardy as evidenced by a state or federal government agency declaring a drought in the area or the water system being unable to, or within sixty (60) days of such written determination become unable to, supply the full commercial, domestic and residential needs of the users of the City's water system, including needs for adequate fire protection. A water supply shortage usually occurs due to drought or a major infrastructure failure.

(e) Water Emergency Declaration. A water emergency declaration may be issued by the City Manager whenever a supply shortage or other water emergency occurs.

(f) Water Use Restrictions. Upon declaration of a water emergency, the City Manager shall implement certain water use restrictions necessary to conserve and maintain adequate reserves of the public water supply. Provided there is a declaration as noted above, the following levels of restriction will apply immediately after the public notification period specified in Section h.

(1) If a Level 1 water use restriction is issued, then:

i. Customers are encouraged to refrain from outside water use such as landscape watering and to limit the amount of water used outdoors for other purposes.

(2) If a Level 2 water use restriction is issued, then:

i. Any outside water use by odd numbered addresses is allowed only on odd numbered days.

ii. Any outside water use by even numbered addresses is allowed only on even numbered days.

iii. Any outside water use shall not occur between the hours of 8AM and 5PM.

(3) If a Level 3 water use restriction is issued, then:

i. No outside water use for lawn watering or irrigation. This applies to automatic sprinklers, automatic irrigation systems, and any unattended lawn watering.

ii. Filling of any swimming pools greater than 100 gallons capacity is prohibited.

iii. Washing of vehicles including automobiles, trailers, trucks, etc. by hose is prohibited.

iv. Any outside water use shall not occur between the hours of 8AM and 5PM.

- (4) If a Level 4 water use restriction is issued, then:
i. All outside water use is prohibited.

(g) Exemptions to Water Use Restrictions.

(1) Hand irrigation of crops used for food by residents at a residential property, provided a competent person is present using watering equipment with an automatic shut-off device, shall not be restricted.

(2) Water to sustain animal life shall not be restricted.

(3) Despite the authority granted by Section b of this regulation, orders imposing water use restrictions shall not apply to uses that obtain water from sources other than the City water system, unless it can be clearly demonstrated that the use of such water directly affects the City water system.

(4) The City Council may issue temporary water use restriction exemption permits for identified properties and locations that have made recent landscaping investments. The exemption period for limited irrigation for new seed, sod, or plugs is up to 45 days from the date of installation, and will be permitted between the hours of 5PM and 8AM. Property owners must demonstrate that area soils have been appropriately prepared, and use efficient irrigation best management practices. A watering exemption permit only pertains to newly seeded lawns, and will not be issued for over seeding. This exemption does not apply during a Level 4 water use restriction.

(h) Public Notification. Upon declaration of a water emergency by the City Manager, the City shall issue a written emergency notice declaring the emergency and setting forth with particularity a water use restriction that regulates the use of water from the City's water system. The notification, as issued, shall be reissued whenever there are modifications to the water use level restrictions.

(1) Publication and/or Posting of Notice. The written emergency notice shall be published in a newspaper of general circulation in the City of Rochester within seventy-two (72) hours after the issuance of such notice. In addition, the written emergency notice shall be posted in five (5) prominent places within the City.

(2) Immediate Threat to Public Health or Safety. Whenever a sudden or unexpected event reduces the availability of water or water pressure as to create an immediate threat to public health or safety, the emergency notice may be issued by any reasonable means, including electronic

means.

(i) Termination Notice of a Water Emergency. Upon a determination by the City that the water emergency no longer exists, the City Manager may terminate the water use restrictions. Public notification of such termination shall be given in accordance with subsection h(1).

(j) Appeals of Water Emergency Declaration. Any person aggrieved by a water emergency declaration by the City Manager shall have the right to present the matter to the next regular or special meeting of the City Council or any emergency session of the Council called to discuss the water emergency. The City Council may exempt such aggrieved person, in whole or in part, from the compliance with such water use restrictions upon a showing that compliance with such water use restrictions creates an immediate threat to such persons, or such persons immediate household's, health or safety. A ruling by a majority vote of the City Council with regard to such appeal shall be final and binding. Until and unless the action of the City Manager is modified or revoked by action of the City Council, all water usage shall be bound by the terms of the water use declaration issued by the City Manager.

(k) Penalties. Any person who, in any manner, directly or indirectly, violates or permits others under his/her custody or control to violate any terms of a duly issued water use restriction shall be guilty of a violation. Each separate day of water use in violation of such emergency notice shall constitute a separate offense and each separate prohibited water use in excess of one (1) on the same day shall constitute a separate offense. In addition to the foregoing penalties, the City of Rochester is authorized to discontinue the furnishing of water where orders and restrictions have been violated on multiple accounts. Such discontinuance shall be made pursuant to RSA 38:31 and may be continued so long as there is evidence that the violations continue. Penalties are determined by each water level restriction as follows:

Level 1 Water Restriction

(1) There are no penalties as this is voluntary

Level 2 and 3 Water Restrictions

(1) First violation will be issued a warning

(2) Second violation shall be punishable by a fine of One Hundred Dollars (\$100.00)

(3) Third violation shall be punishable by a fine of One Hundred Dollars (\$100.00)

(4) Additional violations shall be punishable by a fine of Five Hundred

Dollars (\$500.00) to Ten Thousand Dollars (\$10,000) and discontinuance of water service. A service reactivation fee, as defined by Section 17.34(II), will be charged before water service is restored.

Level 4 Water Restriction

(1) Each violation shall be punishable by a fine of Five Hundred Dollars (\$500.00) to Ten Thousand Dollars (\$10,000) and discontinuance of water service. A service reactivation fee, as defined by Section 17.34(II), will be charged before water service is restored.

The effective date of these amendments shall be upon passage.

Councilor Lachapelle **MOVED** to suspend the rules and read the Amendment for a second time by title only. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a majority voice vote. Mayor McCarley read the Amendment for a second time by title only.

Councilor Lachapelle **MOVED** to **ADOPT** the Amendment. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a majority voice vote.

A lengthy discussion was held by Council to clarify the wording of the amendment including the public notification period following the water emergency announcement

Councilor Hamann stated that he didn't agree with the amendment and would vote against it. He stated that Rochester citizens are forced to sign up and pay for a service, it wouldn't be right to restrict and tell them how to use a service for which they pay. Councilor Lauterborn clarified that this ordinance only pertains to emergency situations, where the reservoir is depleted, in drought conditions, where the safety of the population's drinking water would be at risk if a proper level is not maintained. It is not to regulate how citizens use their water regularly.

Councilor Varney stated that this is just an update of the existing ordinance.

There was a discussion on the criteria for declaring a water emergency and who would have the authority to make the decision, as well as the benchmarks which are used to determine the level of emergency and related restrictions.

10.2. Planning Board

10.2.1. Amendment to Chapter 42 of the General Ordinances of the City of Rochester Regarding the Location and Boundaries of Zoning Districts and to Table 18-B, Permitted Uses *first reading and refer to a public hearing*

Councilor Lachapelle **MOVED** to read the Amendment for a first time by title only and refer to a public hearing. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. The Amendment was read for the first time by title only as follows:

Amendment to Chapter 42 of the General Ordinances of the City of Rochester Regarding the Location and Boundaries of Zoning Districts and to Table 18-B, Permitted Uses

THE CITY OF ROCHESTER ORDAINS:

WHEREAS, Chapter 42.1, Section J establishes that the location and boundaries of zoning districts within the City of Rochester are established as shown on a map titled, "City of Rochester Zoning Map."

WHEREAS, Chapter 42.1, Section J further declares that the City of Rochester Zoning Map is incorporated by reference as party of Chapter 42 of the General Ordinances of Rochester regarding zoning.

WHEREAS, the Mayor and City Council of Rochester desire to amend the City of Rochester Zoning Map to convert the Neighborhood Mixed Use Zone between North Main Street Bridge and Holy Rosary Church to Downtown Commercial Zone.

WHEREAS, the Mayor and the City Council of Rochester desire to amend the City of Rochester Zoning Map to expand the boundaries of the Special Downtown Overlay district to encompass the entire Downtown Commercial Zone.

WHEREAS, the Mayor and the City of Rochester desire to amend the City of Rochester Zoning Ordinance Table 18-B, Sales-Service-Office-Institutional Uses to eliminate "Gas Station" and "Vehicle Service" as permitted uses in the Downtown Commercial Zone.

THEREFORE, the Mayor and City Council of Rochester ordain that the Neighborhood Mixed Use Zone in the City of Rochester between North Main Street Bridge and Holy Rosary Church shall be converted to Downtown Commercial Zone in accordance with the Attached Exhibit.

(Exhibit A).

FURTHER, the Mayor and City Council of Rochester ordain that Special Downtown Overlay District shall be expanded to cover the entirety of the Downtown Commercial Zone in accordance with the Attached Exhibit. (Exhibit B).

STILL FURTHER, the City of Rochester Zoning Map shall be amended and updated to reflect that the above shown changes ordained by the Mayor and the City Council.

FINALLY, the Mayor and the City Council of Rochester ordain that "Gas Station" and "Vehicle Service" shall be eliminated as permitted uses in the Downtown Commercial Zone and that Table 18-B shall be reflect said change as shown in the Attached Exhibit. (Exhibit C).

The effective date of these amendments shall be upon passage.

10.3. Public Safety

10.3.1. Committee Recommendation: To install handicap signs in the City Hall Parking Lot. *consideration for approval*

Councilor Walker **MOVED** to accept the changes to signage in the City Hall parking lot. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Walker clarified that the proposed change would place handicap parking signs in the designated "2 Hour Parking" signs at both entrances to the parking lot indicating that the entire parking lot is 2-hour parking between the hours of 8:00 AM and 5:00 PM for all those without City parking permits.

10.3.2. Committee Recommendation: To install a light on the existing fixture on Collins Circle. *consideration for approval*

Councilor Walker **MOVED** to install a light on the existing fixture on Collins Circle. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Walker explained that the City took the surety and

finished the road, but there was one pole on which the developer didn't place a light and it's very dark in this area.

Councilor Keans inquired if the E911 Committee was being reformed, and if so, who was on the Committee. Councilor Walker verified that the Committee is being reformed. It includes the Fire chief and Police chief, which were the same positions held on the previous committee, there are just new people filling these positions. Councilor walker discussed the re-numbering of Eastern Avenue for which there will be a Public Hearing upcoming.

10.3.3. Committee Recommendation: To Install Pedestrian signs with arrows at the Crosswalk at Parson Main and the Crosswalks being relocated at Union and North Main. consideration for approval

Councilor Walker **MOVED** to install crosswalk signs at the above noted locations. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Councilor Varney asked if this signage would be installed later in the summer, with the striping being completed first. Councilor Walker verified the signage would be installed later in the summer.

Councilor Keans inquired if the Committee considered using the red brick for the crosswalks, which she feels makes them most visible. Councilor Walker stated that the Committee does plan on using the red impressed brick for crosswalks in the downtown area.

10.4. Public Works and Building Committee

10.4.1. Committee Recommendation: To recommend approval of the use of the "Smart Start Program" for the LED conversions at the Waste Water Treatment Plant. consideration for approval

Councilor Torr **MOVED** to approve the use of the "Smart Start" program for the LED conversions at the waste Water Treatment plant. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

10.4.2. Committee Recommendation: To recommend approval of the holding of \$4000 from Lyman and Sons Contracting in order to pay 1/3 the cost of the pavement patch on Chesley Hill Road. consideration for approval

Councilor Torr **MOVED** to approve the holding of \$4000 from Lyman and Sons Contracting to pay for 1/3 of the cost of the pavement repair on Chesley Hill Road. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

10.4.3. Committee Recommendation: To recommend the repurposing \$10,198.97 from the Water Fund Project account # 06531 to the Franklin Street Project consideration for approval

Councilor Torr **MOVED** to repurpose \$10,198.97 from the Water Fund Project account # 06531 to the Franklin Street Project. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

11. Old Business

No Discussion.

12. Consent Calendar

No Discussion.

13. New Business

13.1 Resolution Authorizing Acceptance and Appropriation of a Victims of Crime Act (VOCA) Grant Award for FY 2018-2019 in the amount of \$25,836.00 first reading, consideration for second reading and acceptance

Councilor Walker **MOVED** to read the resolution for a first time by title only. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. The Resolution was read for a first time by title only as follows:

Resolution Authorizing Acceptance and Appropriation of a Victims of Crime Act (VOCA) Grant Award for FY 2018-2019 in

the Amount of \$25,836.00

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

WHEREAS, that a Victims of Crime Act (VOCA) grant in the amount of Twenty-Five Thousand Eight Hundred and Thirty-Six Dollars (\$25,836.00) awarded to the City of Rochester's Legal Department is hereby accepted by the City of Rochester;

WHEREAS, the aforesaid grant requires a 20% cash match by the City of Rochester of Six Thousand Four Hundred Fifty Nine Dollars (\$6,459.00), to the Victims of Crime Act (VOCA) grant by City of Rochester's Legal Department;

FURTHER, that the transfer of Six Thousand Four Hundred Fifty Nine Dollars (\$6,459.00) from the FY 2018-2019 Legal Department Operating Budget to a non-lapsing Special Revenue fund is hereby authorized;

FURTHER, that the City Manager is authorized to enter into a grant agreement and any other contracts with the New Hampshire Department of Justice that are necessary to receive and administer the grant funds detailed above; and

FURTHER, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

Councilor Lachapelle **MOVED** to suspend the rules and read the Resolution for a second time by title only. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a majority voice vote. The Resolution was read for a second time by title only.

Councilor Lachapelle **MOVED** to **ADOPT** the Resolution. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a majority voice vote.

13.2 Amendment to Chapter 42 of the General Ordinances of the City of Rochester Regarding Development and Construction Signs *first reading and refer to a Public Hearing*

Councilor Lachapelle **MOVED** to read the Amendment for a first

time by title only and refer to a Public Hearing. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Amendment was read for the first time by title only as follows:

Amendment to Chapter 42 of the General Ordinances of the City of Rochester Regarding Development and Construction Signs

THE CITY OF ROCHESTER ORDAINS:

That Chapter 42 of the General Ordinances of the City of Rochester and currently before the Rochester City Council, be amended as follows (changes in italics):

42.29 Signs

m. Specific Sign Requirements.

- 6.1. **Development and Construction Signs.** Signs temporarily erected during construction to inform the public of the developer, contractors, architects, engineers, the nature of the project or anticipated completion dates, shall be permitted in all zoning districts, subject to the following limitations:
- A. Such signs on a single residential lot, residential subdivision, or multiple residential lots, and nonresidential uses shall be limited to one sign, no greater than 10 feet, in height and 32 square feet in area.
 - B. Such signs for commercial or industrial projects shall be limited to one sign per street front.
 - C. Development and construction signs may not be displayed until after the issuance of construction permits by the building official and must be removed no later than 24 hours following issuance of an occupancy permit for an or all portions of the project.
- 6.2. **Planned Unit Development Signs.** *These signs shall be used to identify a project and/or inform the public of the name of a development.*
- A. *Such signs shall only be used for Planned Unit Developments.*
 - B. *Such signs shall be no greater than 16 square feet.*

- C. *Such signs may not be lit.*
- D. *Such signs are allowed in Open Space.*
- E. Such signs shall require approval from the Planning Board. The Board may require specific materials, landscaping, or other features.
- F. This section shall also apply to previously approved Planned Unit Developments.

The effective date of these amendments shall be upon passage.

13.3 Resolution Authorizing Acceptance of Federal Forfeiture Funds and Appropriation in Connection Therewith in the amount of \$2,150 *first reading, consideration for second reading and acceptance*

Councilor Lachapelle **MOVED** to read the Resolution for the first time by title only. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. The Resolution was read for the first time by title only as follows:

Resolution Authorizing Acceptance of Federal Forfeiture Funds and Appropriation in Connection Therewith in the amount of \$2,150.00

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

WHEREAS, that Federal Forfeiture Funds in the amount of Two Thousand One Hundred Fifty Dollars (\$2,150.00) awarded to the City of Rochester is hereby accepted by the City of Rochester;

FURTHER, that the sum of Two Thousand One Hundred Fifty Dollars (\$2,150.00) be, and hereby is, appropriated to the Police Department operating budget with the entirety of the supplemental appropriation being derived from the forfeiture; and

FURTHER, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution and to establish special revenue, non-lapsing, multi-year fund account(s) as necessary to which said sums shall be recorded.

Councilor Lachapelle **MOVED** to suspend the rules and read the Resolution for a second time by title only. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a majority voice vote. The Resolution was read for a second time by title only.

Councilor Lachapelle **MOVED** to **ADOPT** the Resolution. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

13.4 Resolution Authorizing Acceptance and Appropriation of a Great Bay Resource Protection Program grant for the purpose of funding a land appraisal in the amount of \$3,300 *first reading, consideration for second reading and acceptance*

Councilor Lachapelle **MOVED** to read the Resolution for the first time by title only. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. The Resolution was read for the first time by title only as follows:

Resolution Authorizing Acceptance and Appropriation of a Great Bay Resource Protection Grant Program grant for the purpose of funding a land appraisal in the amount of \$3,300.00

Be it resolved by the Mayor and City Council of the City of Rochester, as follows:

WHEREAS, that a Great Bay Resource Protection Partnership Grant Program grant in the amount of Three Thousand Three Hundred Dollars (\$3,300.00) awarded to the City of Rochester is hereby accepted by the City of Rochester;

FURTHER, that the sum of Three Thousand Three Hundred Dollars (\$3,300.00) be, and hereby is, appropriated to the Water Capital Improvement Program Fund for the purpose of funding an appraisal in conjunction with Southeast Land Trust (SELT) related to a potential conservation easement with the entirety of this appropriation being derived from the aforementioned grant; and

STILL FURTHER, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

Councilor Lachapelle **MOVED** to suspend the rules and read the Resolution for a second time by title only. Councilor Walker seconded the motion. The **MOTION CARRIED** by a majority voice vote. The Resolution was read for a second time by title only.

Councilor Lachapelle **MOVED** to **ADOPT** the Resolution. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

13.5 Resolution Authorizing Acceptance of Donation of Cemetery Sign and Installation *first reading, consideration for second reading and acceptance*

Councilor Lachapelle **MOVED** to read the Resolution for the first time by title only. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. The Resolution was read for the first time by title only as follows:

Resolution Authorizing Acceptance of Donation of Cemetery Sign and Installation

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

Whereas, Mr. Paul Howard, a former resident of Rochester desires to purchase and install a sign for the City cemetery located at the corner of Twombly Street and North Main Street in order to properly memorialize the location of the historic cemetery.

Therefore, the Mayor and the City Council hereby accept Mr. Howard's donation of a sign and the installation thereof for the aforementioned City cemetery subject to the approval as to location and appropriateness of the Director of City Services.

Councilor Lachapelle **MOVED** to suspend the rules and read the Resolution for a second time by title only. Councilor Walker seconded the motion. The **MOTION CARRIED** by a majority voice vote. The Resolution was read for a second time by title only.

Councilor Lachapelle **MOVED** to **ADOPT** the Resolution. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

13.6 Resolution Authorizing City Manager to Extend Lease with the Department of Health And Human Services

(DHHS) for Twenty (20) Months *first reading, consideration for second reading and acceptance*

Councilor Lachapelle **MOVED** to read the Resolution for a first time by title only. Councilor Walker seconded the motion. The **MOTION CARRIED** by a majority voice vote. The Resolution was read for the first time by title only as follows:

Resolution Authorizing City Manager to Extend Lease with the Department of Health and Human Services (DHHS) for Twenty (20) Months

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

WHEREAS, the City's lease agreement with DHHS for space within the Community Center will expire on August 31, 2018;

WHEREAS, DHHS has requested an extension of said lease for a period of Twenty (20) months through April 30, 2020; and

WHEREAS, DHHS has agreed to increase its monthly rent payment from Twenty Three Thousand Three Hundred Ninety Six and 25/100 Dollars (\$23,396.25) to Twenty Three Thousand Eight Hundred Seventy Dollars (\$23,870.00).

THEREFORE, the Mayor and City Council hereby authorize the City Manager to enter into a lease extension agreement with DHHS on the terms listed above and any other terms deemed to be in the best interest of the City.

FURTHER, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

Councilor Lachapelle **MOVED** to suspend the rules and read the Resolution for a second time by title only. Councilor Lauterborn seconded the motion. The **MOTION CARRIED** by a majority voice vote. The Resolution was read for a second time by title only.

Councilor Lachapelle **MOVED** to **ADOPT** the Resolution. Councilor Lauterborn seconded the Motion. The **MOTION CARRIED** by a unanimous voice vote.

14. Non-Meeting/Non-Public Session

No Discussion.

15. Other

Councilor Keans asked Councilor Walker if there was a different sign ordinance for PUDs than there was for other signs. Councilor Walker clarified that the information contained in the packet for the Amendment to Chapter 42 regarding development and construction signs was an item that had come before the Planning Board and been denied previously. There had been some wording changes and the Planning Board voted favorably when the Amendment was resubmitted. This specific change is just for PUDs of which there are 4 in the City.

Per Councilor Keans, there are signs within a mile of the location referenced which violate the ordinance. It was indicated that these signs would be investigated further.

Councilor Gray spoke about a constituent who had approached him regarding the veteran's tax exemption for those veterans who did not serve active duty during war time. It had been voted down by Council, but the State does allow it. Due to the budget implication, it will need to be brought up when it can be implemented with the next budget. Councilor Gray expressed a desire to see this decision revisited at the next budget. He stated that there are veterans out there who this affects; veterans who served honorably in the gap periods between wars.

16. Adjournment

Councilor Lachapelle **MOVED** to **ADJOURN** the Regular City Council Meeting at 8:06 PM. Councilor Bogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

Respectfully Submitted,

Cassie Givara
Deputy City Clerk

EOM Committee
From: Chris Bowlen

RECEIVED

JUN 25 2018

FINANCE OFFICE
CITY OF ROCHESTER

August 2018
08/02/2018

EOM Nomination July 2018:

I am nominating Arena Supervisor, Steve Trepanier for the Employee of the Month for July 2018.

Steve has always had a true dedication and love for overseeing the Rochester Arena and all of the operations. This spring however Steve was truly instrumental in his role with not only overseeing, but actually performing some of the work associated with the CIP cold floor removal and replacement. During the process of finalizing the complete scope and budget of the project with the contractor, it was determined that in order to complete this job with the funds available, that the city would have to take on some of the responsibility and self-perform some of the work. Without any hesitation Steve stepped right up and put a plan together to get this done. He gathered up his crew and got to work on areas that would help get the budget on track.

Steve oversaw and completed the removal of the complete existing dasherboard and glass system. This is no easy feat as this is a very extensive and labor intensive process and involves moving several hundred feet off dasher boards as well as dozen pieces of tempered glass, each weighing in excess of 300lbs. This piece alone was called out in the contract to cost of \$15,000 to have the contractor come in and do this.

In addition to removing the boards and glass, Steve also orchestrated the less than desirable task of removing all the rigid foam insulation that lay beneath existing cold floor. This process was done when the excavating crew was onsite lifting out the pre-cut sections of concrete floor with heavy equipment. Under each piece of floor was the foam insulation that had to be separated and removed so that the concrete could be taken away and reclaimed. This was done over the entire 15,000sf of floor. Steve was in the middle of it for three days straight, in his rubber boots, covered in mud and muck. Not once did he complain about doing this.

I could go on and on about other areas that Steve took on with the specific project, but the two I have highlighted above should give the committee enough to consider Steve for this award. The estimated project funds saved by his efforts are somewhere over \$20,000!

I believe the city is fortunate to have someone like Steve that is willing to go above and beyond what is expected. In the end, his efforts have allowed us to continue with a very important project with the original funds that were appropriated.

Thank you

*Intentionally
left blank...*

City Clerk's Office



City of Rochester, New Hampshire

OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

6.2. CITY MANAGER'S REPORT P. 57 **August 7, 2018**

The Employee of the Month is: Steve Trepanier – Recreation **P. 55**

Contracts and documents executed since last month:

- Department of Public Works
 - Esri GIS Enterprise Software Contract **P. 58**
 - F.A. Gray, Inc. – Painting Exterior of City Hall **P. 59**
 - Ransom Consulting Services Agreement **P. 60**
 - State of DHHS Lease Amendment **P. 61**
 - Yvonne Street Survey **P. 62**
- Economic & Community Development
 - NSP Closeout Documents for CDFA and HUD **P. 63**
 - FY 2018-2019 Non-CDBG Contract - COAST **P. 64**
 - FY 2018-2019 Non-CDBG Contract – Cornerstone VNA **P. 65**
 - JOB Loan Repayment Plan for Distinctive Forest Creations **P. 66**
 - FY 2018-2019 Non-CDBG Contract – Strafford CAP **P. 67**
 - FY 2018-2019 CDBG Request for Release of Funds **P. 68**
 - FY 2018-2019 CDBG Contract – RHA Charles St. Project **P. 69**
 - FY 2018-2019 CDBG Contract – SOS Recovery Center **P. 70**
 - SAM.gov Entity Registration Authorization Letter **P. 71**
- Legal Department
 - CDBG Loan to Poulin Realty Acquisition, LLC **P. 72**
 - Redemption of 131 and 131A Milton Road **P. 73**
- Planning
 - VHB – Transportation Master Plan Professional Services Agreement **P. 74**

The following standard reports have been enclosed:

- City Council Request & Inquiry Report - **none**
- Monthly Overnight Travel Summary - **P. 75**
- Permission & Permits Issued **P. 76**
- Personnel Action Report Summary **P. 77**



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

Fax (603) 335-4352

www.rochesternh.net

CITY OF
Received
JUL 5 2018
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Blaine Cox, City Manager
FROM: Lisa J. Clark, Admin and Utility Billing Supervisor
DATE: July 3, 2018
SUBJECT: Esri GIS Enterprise Software Contract - \$86,000 *AJC*
CC: Peter C. Nourse, PE Director of City Services

Attached please find ESRI Contract for signature. This is a three-year contract.

ESRI software was selected as the City's GIS platform many years ago and ESRI is the sole source distributor of their own software systems. This Contract is to upgrade the City's current system to an enterprise level package, which will allow it to work with the many other City software systems currently in place.

There is sufficient funds as budgeted for this contract in the FY18 Asset Management accounts as follows:

General Fund 15013010-773800-18523 \$28,666.66

Water Fund 55016010-773800-19521 \$28,666.67

Sewer Fund 55026020-773800-18523 \$28,666.67

If you have any questions please call, if not please sign and return this document to the DPW for distribution.

Richard Connor

Finance Director

COMMENTS ATTACHED

7/6/2018

Date

08/02/2018



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

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CITY OF
Rochester
JUL 24 2018
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Blaine M. Cox, City Manager
Roland E. Connors, Interim Finance Director

FROM: Lisa J. Clark, Admin & Utility Billing Supervisor *LJC*

DATE: July 23, 2018

SUBJECT: F.A. Gray, Inc - Painting Exterior of City Hall

CC: Peter C. Nourse, PE Director of City Services

Attached please find two proposals requiring signatures for the Exterior Painting at City Hall.

1. Scope #1 Bid # 18-04

Bid #18-04 included work to scrape, calk and paint 32 windows at City Hall. Total bid amount was \$49,822. F.A. Gray is also doing the lead paint abatement as needed. Due to funding shortage, this work was awarded in two separate awards. FY18 PO was completed for 22 windows at \$35,000 and this work is in progress. The attached scope is for the balance of that bid work \$14,822.

2. Scope #2

The scope for the additional work includes work to be completed on the left side of the building on 3rd & 4th floor sections. The cost of this work is \$14,670 and this work was describe as part of the request in the FY2019 Budgeting process.

There is sufficient funding in the following CIP Account to complete the work described.

15013010-772000-19508 \$29,492.

If you have any questions please call, if not please pass on to the City Manager for signature and return to the DPW for distribution. **K*

Roland E. Connors

(Roland E. Connors, Interim Finance Director)



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

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CITY OF
Received
JUL 20 2018
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Blaine M. Cox, City Manager
Roland E. Connors, Interim Finance Director

FROM: Lisa J. Clark, Admin & Utility Billing Supervisor *LJC*

DATE: July 19, 2018

SUBJECT: Ransom Consulting Services Agreement.
Old Dover Landfill NHDES Site #198705045
Additional Testing Services

CC: Peter C. Nourse, PE Director of City Services

Attached please find the Ransom Consulting Services agreement for the NHDES additional required testing at six (6) properties located near former landfill site on the Old Dover Road. Ransom has held the contract for monitoring at this location since 2006.

This cost will be expensed from the DPW O&M Budget account 13010057-533000 and is described below in an excerpt from the Public Works Committee Meeting held on 6/21/18.

"PFC Landfill Old Dover Road – Mr. Nourse stated that the old landfill on the Old Dover Road has groundwater wells that have been monitored for many years per the permit for that site issued by NHDES. He stated that PFC's have become a big issue across the Country and NHDES has previously mandated that we test the landfill for them. As a result, we had hits in some of the monitoring wells and due to those hits; they are now requiring us to test other locations. Those locations are 300 Blackwater Road, which is a well for a small mobile park, and the other sites are five single-family homes along the Blackwater Road. He stated that that this is going to be a significant increase, estimated at \$11,000"

If you have any questions please call, if not please pass on to the City Manager for signature and return to the DPW for distribution.

Roland E. Connors

(Roland E. Connors, Interim Finance Director)

08/02/2018



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096


Fax (603) 335-4352

www.rochesternh.net

CITY OF
Rochester
Received
JUL 20 2018
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Blaine M. Cox, City Manager
Roland E. Connors, Interim Finance Director

FROM: Lisa J. Clark, Admin & Utility Billing Supervisor 

DATE: July 19, 2018

SUBJECT: State of DHHS Lease Amendment


CC: Peter C. Nourse, PE Director of City Services

Attached please find the State of NH Lease Amendment document for the rental space at the Community Center. This amendment was approved in advance by the Rochester City Council at the July 10, 2018 Regular City Council Meeting. Issues of note are as follows.

1. This amendment extends the lease agreement through April 30, 2020.
2. This amendment increases the per square footage cost by 2%.

Please note that this amendment does require notarization by a Notary Public or Justice of the Peace.

If you have any questions please call, if not please sign and pass on to the City Manager for signature. The agreement document should be returned to the DPW for distribution to the State of NH with other required documents.

Signature 

Roland E. Connors, Interim Finance Director



City of Rochester, New Hampshire

PUBLIC WORKS DEPARTMENT

45 Old Dover Road • Rochester, NH 03867

(603) 332-4096

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CITY OF
Received
JUL 11 2018
City Manager
ROCHESTER

INTEROFFICE MEMORANDUM

TO: Blaine Cox, City Manager
Roland Connors, Interim Finance Director

FROM: Owen Friend-Gray PE, Assistant City Engineer

DATE: 9 July 2018

SUBJECT: Yvonne Street Survey

CC: Michael S. Bezanson PE, City Engineer

Attached is the Norway Plains Associates Inc. contract for the boundary survey and the existing features plan. NPA has performed work on this site in the past so their existing data and knowledge of the area allows them to expeditiously perform the work and increase the consistency of the information. There is sufficient funding in the Other Professional Services budget, account number 13010057-533000.

If you have any questions please let me know, if not please sign and forward this document to Blaine Cox, City Manager for signature.

Roland Connors 7/10/2018

Roland Connors, Interim Finance Director

Blaine Cox 7-11-2018

Blaine Cox, City Manager

Please return contract to DPW for distribution and mailing

Date: July 16, 2018
To: Blaine Cox
City Manager
From: Julian Long
Community Development Coordinator/Grants Manager

CITY OF
Received
JUL 16 2018
City Manager
ROCHESTER

Re: NSP Closeout Documents for CDFA and HUD

In 2012, the City of Rochester's Neighborhood Stabilization Grant Program (NSP) ended after the sale of the last home. In 2013, the final status report was sent to CDFA, and the fund was deauthorized by the City. CDFA is requesting this final paperwork be submitted to close out the grant with HUD.

Please sign the NSP Close-out Agreement as the authorized official for the city. If you have any questions, please let Julian know.

Thank you.

Date: July 5, 2018
To: Blaine Cox
City Manager
From: Julian Long
Community Development Coordinator/Grants Manager

CITY OF
Received
JUL 5 2018
City Manager
ROCHESTER

Re: FY 2018-2019 Non-CDBG Contract – COAST

Please see attached the signed FY 2018-2019 contract between the City of Rochester and the Cooperative Alliance for Seacoast Transportation (COAST). City Council approved funding for this activity at the June 19, 2018 City Council meeting.

The contract requires the signature of the City Manager and the signature of a witness. The contract has been reviewed and approved by the Community Development Coordinator.

Thank you very much. Please contact Julian with any questions or concerns.

Date: July 2, 2018
To: Blaine Cox
City Manager
From: Julian Long
Community Development Coordinator/Grants Manager

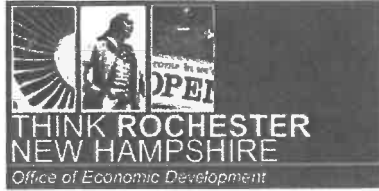
CITY OF
Received
JUL 3 2018
City Manager
ROCHESTER

Re: FY 2018-2019 Non-CDBG Contract – Cornerstone VNA

Please see attached the signed FY 2018-2019 contract between the City of Rochester and Cornerstone VNA. City Council approved funding for this activity at the June 19, 2018 City Council meeting.

The contract requires the signature of the City Manager and the signature of a witness. The contract has been reviewed and approved by the Community Development Coordinator.

Thank you very much. Please contact Julian with any questions or concerns.



City of Rochester, New Hampshire
 Office of Economic Development
 31 Wakefield Street
 Rochester, NH 03867
 (603) 335-7522/www.RochesterEDC.com



MEMO

TO: Blaine Cox, City Manager

CC: Karen Pollard, Economic Development Manager; Jennifer Marsh, Economic Development Specialist; Ann Arsenault, Business Office

FROM: Julian Long, Community Development Coordinator

DATE: July 3, 2018

RE: JOB Loan Repayment Plan for Distinctive Forest Creations

In 2005, Distinctive Forest Creations (DFC) applied for and received a Job Opportunity Benefit (JOB) Loan from the City of Rochester in the amount of \$30,000. In 2013, the City of Rochester and DFC signed an agreement to establish a loan repayment plan of \$100 principal only payments on this loan for a period of one year, and in 2014, the City of Rochester and Distinctive Forest Creations (DFC) signed an agreement to extend this payment plan of \$100 principal only payments for an additional three years. The \$100 principal only payments plan was extended for another one-year period in June 2017.

Community Development Coordinator Julian Long and Economic Development Specialist Jenn Marsh met with Ms. Deegan on June 27, 2018, to discuss a new payment plan that would increase payments so the loan could be repaid in a more timely fashion. Ms. Deegan has agreed to increase monthly payments to \$260 principal only payments, which will result in full loan repayment in about four years. The three non-staff members of the JOB Loan Committee have expressed support for this plan and have requested updated financial information from the Deegans to ensure that the updated repayment plan is financially feasible for them. The Community Development Coordinator has requested this information from the Deegans, and it is pending.

City Manager approval of the extension is requested for the updated repayment plan. Please contact Julian or Jenn with any questions or concerns. Thank you.

Blaine Cox
 City Manager

7-11-2018
 Date

Date: July 13, 2018

To: Blaine Cox
City Manager

From: Julian Long
Community Development Coordinator/Grants Manager

CITY OF
Received
JUL 20 2018
City Manager
ROCHESTER

Re: FY 2018-2019 Non-CDBG Contract – Strafford CAP

Please see attached the signed FY 2018-2019 contract between the City of Rochester and the Community Action Partnership of Strafford County. City Council approved funding for this activity at the June 19, 2018 City Council meeting.

The contract requires the signature of the City Manager and the signature of a witness. The contract has been reviewed and approved by the Community Development Coordinator.

Thank you very much. Please contact Julian with any questions or concerns.

08/02/2018

Date: July 16, 2018
To: Blaine Cox
City Manager
From: Julian Long
Community Development Coordinator/Grants Manager

CITY OF
Received
JUL 16 2018
City Manager
ROCHESTER

Re: FY 2018-2019 CDBG Request for Release of Funds

Please see attached the completed Request for Release of Funds for the FY ²⁰¹⁸⁻²⁰¹⁹~~2016-2017~~
Community Development Block Grant (CDBG) environmental review for the following projects:

- Community Action Partnership of Strafford County Weatherization Project;
- Maple St. Magnet School Chairlift Project;
- Spaulding High School Chairlift Project; and
- Rochester Housing Authority Elevator Project.

The City Council approved funding to these activities at the June 19, 2018 City Council meeting.

The Request for Release of Funds requires the signature of the City Manager as the authorized official for the City of Rochester. Thank you very much, and please contact Julian with any questions or concerns.

Date: July 20, 2018
To: Blaine Cox
City Manager
From: Julian Long
Community Development Coordinator/Grants Manager



Re: FY 2018-2019 CDBG Contract – RHA Charles St. Project

Please see attached the signed FY 2018-2019 Community Development Block Grant (CDBG) contract between the City of Rochester and the Rochester Housing Authority. City Council approved funding for the Rochester Housing Authority's Charles St. renovation project at the June 19, 2018 City Council meeting.

The contract requires the signature of the City Manager and the signature of a witness. The contract has been reviewed and approved by the Community Development Coordinator.

Thank you very much. Please contact Julian with any questions or concerns.

08/02/2018

Date: July 18, 2018

To: ~~Dan Fitzpatrick~~
City Manager

Blaine Cox

CITY OF
Received
JUL 18 2018
City Manager
ROCHESTER

From: Julian Long
Community Development Coordinator/Grants Manager

Re: FY 2018-2019 CDBG Contract – SOS Recovery Center

Please see attached the signed FY 2018-2019 Community Development Block Grant (CDBG) contract between the City of Rochester and Goodwin Community Health, which is the fiscal agent for SOS Recovery Center. City Council approved funding for the SOS Recovery Center at the June 19, 2018 City Council meeting.

The contract requires the signature of the City Manager and the signature of a witness. The contract has been reviewed and approved by the Community Development Coordinator.

Thank you very much. Please contact Julian with any questions or concerns.

Date: July 10, 2018
To: Blaine Cox
City Manager
From: Julian Long
Community Development Coordinator/Grants Manager

CITY OF
Received
JUL 10 2018
City Manager
ROCHESTER

Re: SAM.gov Entity Registration Authorization Letter

Please see attached the Entity Registration Authorization Letter for the SAM.gov federal online grants management system. The letter requires the signature of the City Manager ***before a notary*** to confirm Grants Manager Julian Long is authorized to maintain the City of Rochester's entity registrations in the SAM.gov system.


Thank you very much. Please contact Julian with any questions or concerns.



City of Rochester, New Hampshire
OFFICE OF THE CITY ATTORNEY
31 Wakefield Street • Rochester, NH 03867
(603) 335-7599
www.RochesterNH.net

CITY OF
Received
JUL 25 2018
City Manager
ROCHESTER

Memorandum

To: Blaine Cox, Deputy City Manager
From: Terence O'Rourke, City Attorney 
Date: July 25, 2018
Re: CDBG Loan to Poulin Realty Acquisition, LLC

On June 17, 2011, the City finalized a CDBG loan to Poulin Realty Acquisition, LLC ("Poulin") acting as parent to Country Wide Tire. As part of the loan process, the City secured a Collateral Assignment of Leases and Rents as well as a Mortgage and Security Agreement from Poulin. On July 25, 2018, Poulin made its final loan payment. As such, the City must now release Poulin from both of the aforementioned restrictions. I have drafted two Releases which must be signed by the City Manager.



City of Rochester, New Hampshire

OFFICE OF THE CITY ATTORNEY

31 Wakefield Street • Rochester, NH 03867

(603) 335-7599

www.RochesterNH.net

CITY OF
Received

JUL 18 2018

City Manager
ROCHESTER

Memorandum

To: Blaine Cox, Deputy City Manager
From: Terence O'Rourke, City Attorney *mo*
Date: July 18, 2018
Re: Redemption of 131 and 131A Milton Road

On May 18, 2018, the Tax Collector issued a Tax Deed for 131 and 131 A Milton Road. On July 18, 2018, the former owner, Elliot Manville redeemed the property in full. In order to complete the redemption process, the City must issue Mr. Manville a Quitclaim Deed which must be signed by the City Manager.

A. Property Taxes owed:	\$122,698.75 (131 Milton Road)
B. Property Taxes owed:	\$6,813.00 (131A Milton Road)
C. Notice Cost:	\$10.00
D. Registry Fees:	\$20.50

TOTAL: **\$129,542.25**



Planning and Development
Conservation Commission
Historic District Commission
Arts and Culture Commission

PLANNING & DEVELOPMENT DEPARTMENT
City Hall Annex
33 Wakefield Street,
Rochester, New Hampshire 03867-1917
(603) 335-1338 - Fax (603) 335-7585
Web Site: www.rochesternh.net

CITY OF
Received
JUL 23 2018
City Manager
ROCHESTER

TO: Blaine M. Cox, City Manager

FROM: James B. Campbell, Director of Planning & Development 

DATE: July 20, 2018

SUBJECT: VHB – Transportation Master plan
Professional Services Agreement - \$89,800.00

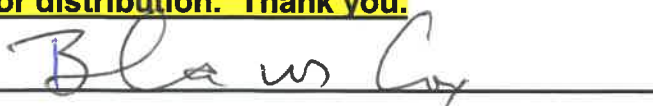
Attached please find two copies of the Agreement for Professional Services and Contract between the City of Rochester and VHB for the Transportation Master Plan Bid# 18-24. The work described in this scope of services is to complete a Transportation Master Plan for the City.

There is sufficient funding in the following Capital Improvements Program Accounts:

15011100-776000-15519
15011100-776000-16520
15011100-776000-17518
15011100-776000-18517

If you have any questions please do not hesitate to ask. If you do not have any questions please sign and pass on to the City Manager for signature. This document should be returned to the Planning & Development Department for distribution. Thank you.

Signature



Blaine M. Cox, City Manager

MONTHLY DEPARTMENT TRAVEL SUMMARY

08/02/2018

[illegible]

08/02/2018

Permits Issued report - Aug 2018

DATE RECEIVED	DATE ISSUED	PERMISSION PERMITS	MISCELLANEOUS	DATE OF EVENT
7/2/2018	7/3/2018	TAG	Studio 109	11/12 - 14/2018
7/13/2018	7/24/2018	EVENT	Rochester Opera House Porch Fest	9/30/2018
7/13/2018	7/24/2018	EVENT	SOS Recovery Block Party	8/12/2018
7/11/2018	7/24/2018	EVENT	Gay Pride Day	8/25/2018
7/10/2018	7/24/2018	EVENT	Monarch School Motorcycle Ride	9/8/2018

ELECTRONIC MESSAGE BOARD REQUESTS

7/5/2018	7/5/2018	MESSAGE	Granite State Choral Society - yard sale	7/14/2018
7/13/2018	7/17/2018	MESSAGE	RYSA Soccer Tryouts	7/23/2018
7/13/2018	7/13/2018	MESSAGE	Recreation - Concerts	7/17/2018
7/12/2018	7/12/2018	MESSAGE	First United Methodist Church - vendors wanted	through 9/8/2018
7/11/2018	7/23/2018	MESSAGE	RMS - Gay Pride Day	Aug 13 - Aug 25

DEPT	NAME	POSITION	# of Employees	FT	PT	SEASONAL/TEMP	NEW HIRE	REHIRE	RETIREMENT	SEPARATED	STEP (CBA)	COLA (CBA)	MERIT PAY ADJ	NU PAY ADJ	PROMOTION	OTHER	MISC. INFO
CITY MANAGER	BLAINE COX	CITY MANAGER	1	X											X		
CITY MANAGER	DANIEL FITZPATRICK	CITY MANAGER	1	X						X							
COMMUNICATIONS		NEPBA - COMMUNICATIONS	11	X									X				AVG 2.72%
FINANCE	ROLAND CONNORS	INTERIM FINANCE DIRECTOR	1	X												X	
FIRE		IAFF	22	X									X				AVG 3.88%
FIRE	DENNIS DUBE	DEPUTY CHIEF -OPERATIONS	1	X											X		
FIRE	TIMOTHY WILDER	ASSISTANT FIRE CHIEF	1	X											X		
FIRE	DARRYL JEFFERS	DEPUTY CHIEF- TRAINING	1	X											X		
LIBRARY		TEAMSTERS	20	X	X								X				AVG 3.70%
POLICE	RANDY SMITH	PATROL SERGEANT	1	X									X				
POLICE	MICHAEL MIEHLE	PATROL SERGEANT	1	X									X	X			
POLICE	MARC CILLEY	PATROL SERGEANT	1	X									X				
POLICE	IAN WATT	PATROL OFFICER	1	X									X	X			
POLICE	ALEXANDER TURGEON	PATROL OFFICER	1	X									X	X			
POLICE	THOMAS SEAGER	PATROL OFFICER	1	X									X				
POLICE	JOSEPH OSWALT	PATROL OFFICER	1	X									X	X			
POLICE	KYLE DANIE	PATROL OFFICER	1	X									X				
POLICE	JACOB NANCE	PATROL OFFICER	1	X						X							
POLICE	THOMAS BUTCHER	PATROL OFFICER	1	X			X										
POLICE	JONATHAN LABOSIER	PATROL OFFICER	1	X			X										
POLICE	TIMOTHY COSTIN	PATROL OFFICER	1	X			X										
POLICE	STEVE BOURQUE	PATROL OFFICER	1										X				
POLICE	MICHAEL MUNDY	PATROL OFFICER	1										X				
PUBLIC WORKS		AFSCME	42	X									X				AVG 3.01%
PUBLIC WORKS	BRIAN MITCHELL	METER TECHNICIAN	1	X			X										
PUBLIC WORKS	SAM CURRIER	WTP OPERATOR	1													X	LICENSE- NO LONGER ELIGIBLE
PUBLIC WORKS	JOSEPH SANBORN	LEO	1													X	CDL-A
RECREATION	DANAH TREMBLAY		1			X				X							
RECREATION	ADIN LAMPROS		1			X				X							
RECREATION	BEN GREGOIRE	POOL ATTENDANT	1			X		X									
RECREATION	ALEXA CONNELLY	LIFEGUARD	1			X	X										
RECREATION	MATT ROY	HEAD LIFEGUARD	1			X		X									
VARIOUS		RMEA	39	X	X								X				AVG 3.28%
VARIOUS		NON UNION	36	X	X								X				AVG 3.22%
WELFARE	REGINA LYTLE	INTAKE WORKER	1	X												X	INCREASED HOURS

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City Clerk's Office

August __, 2018

The Honorable Chuck Morse
President of the Senate

The Honorable Gene Chandler
Speaker of the House

The Honorable Jeff Woodburn
Senate Democratic Leader

The Honorable Steve Shurtleff
House Democratic Leader

Dear Senate President Morse, Speaker Chandler, Senator Woodburn, and Representative Shurtleff:

We the undersigned mayors of the cities of Berlin, Claremont, Concord, Dover, Franklin, Keene, Laconia, Lebanon, Manchester, Nashua, Portsmouth, Rochester and Somersworth respectfully ask that the Senate and House vote to override Governor Chris Sununu's vetoes of Senate Bill 446 and Senate Bill 365, when you return to session on September 13th.

We believe strongly that clean and local renewable energy and greater efficiency in how we use all energy will be vitally important to our cities' future economic vitality and environmental quality. As such, we favor policies enacted at the state level that reinforce existing renewable electric generation, foster expansion of new renewable energy technologies through net metering, and greater investments in efficiency. We believe both Senate Bill 446 and Senate Bill 365 represent such policies, and we are appreciative that strong bi-partisan majorities of both chambers of the NH General Court did as well during voting in the session that just ended.

Notwithstanding Governor Sununu's veto messages on these bills, we believe these bills will engender long term savings to ratepayers and reinforce critical energy supply diversity. SB 446 will enable our cities to attract private investments in clean energy which will, in turn, directly lower rates for our citizens. A number of our communities are working on projects to accomplish those goals. Unfortunately, those projects would have to be shelved if SB 446 is rejected. Hundreds of millions of dollars in solar and hydropower projects are now at risk of not being realized because of this situation. This is an error which can still be corrected.

We also stand with our neighboring communities that the impact of the veto on SB 365 is harming local jobs and local economies. For example, nearly 1,000 jobs directly tied to the biomass industry in New Hampshire are at risk of being lost. In addition, a recent Plymouth State University study concluded the biomass industry contributes \$254 million dollars to the state's economy each year in a variety of ways that benefit our energy sector, protect wildlife and the preserve our state's forests. There are serious unintended consequences involved in vetoing SB 365 which can be avoided with an override vote.

Impacts of the vetoes are already being felt by the state's \$1.4 billion timber industry; projects taken offline, biomass plants shuttered, workers furloughed and an imbalance between energy policy and the state's economic and environmental policies. We must reverse these impacts. These two bills reflect the right balance between forward-thinking energy policy, basic economics and preserving a strong and healthy environment for New Hampshire. It's precisely why both proposals received overwhelming support earlier this year from both the NH House and Senate.

We respectfully ask that you, as leaders of the two chambers, communicate our support for the veto overrides of Senate Bill 365 and Senate Bill 446 to your respective caucuses. Our state must look forward on energy policy and recognize that investments in local, cleaner and more efficient energy will generate innumerable benefits to our cities, our towns, and our citizens into the future.

We thank you for your consideration.

Sincerely and respectfully,

Paul Grenier

Mayor of Berlin

Charlene Lovett

Mayor of Claremont

James Bouley

Mayor of Concord

Karen Weston

Mayor of Dover

Tony Guinta

Mayor of Franklin

Kendall Lane

Mayor Keene

Edward Engler

Mayor of Laconia

Suzanne Prentiss
Mayor of Lebanon

Joyce Craig
Mayor of Manchester

James Donchess
Mayor of Nashua

Jack Blalock
Mayor of Portsmouth

Caroline McCarley
Mayor of Rochester

Dana Hilliard
Mayor of Somersworth

Cc: Honorable members of the NH State Senate
Honorable members of the NH House of Representatives

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City Clerk's Office



STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

CHRISTOPHER T. SUNUNU
Governor

June 19, 2018

Governor's Veto Message Regarding Senate Bill 365 and Senate Bill 446

By the authority vested in me, pursuant to part II, Article 44 of the New Hampshire Constitution, on June 19th, 2018, I have vetoed Senate Bill 365, relative to the use of renewable generation to provide fuel diversity and Senate Bill 446, relative to net energy metering limits for customer-generators.

Senate Bills 365 and 446 combined would cost New Hampshire electric ratepayers approximately \$100 million over the next three years. New Hampshire has some of the highest electric rates in the country, placing financial strain on the elderly, those on fixed incomes and the business community. These bills send our state in exactly the wrong direction. We need to be taking steps to lower electric rates, not passing legislation that would cause massive increases.

Senate Bill 365 creates another immense subsidy for New Hampshire's six independent biomass plants. It would cost New Hampshire ratepayers approximately \$25 million a year over the next 3 years, on top of the subsidy for these plants that already became law last year through Senate Bill 129. Furthermore, Senate Bill 365 doesn't even guarantee solvency of these facilities and in fact, those who supply the wood product have confirmed that the maximum impact to their revenue would be a mere 3.5%. It harms our most vulnerable ratepayers and our job creators for the benefit of a select few.

While I agree that expanding net metering could be a benefit to our state, Senate Bill 446 would cost ratepayers at least \$5 to 10 million annually and is a handout to large scale energy developers. These immense projects should use incentives already available and compete on their own merits. The businesses and working families of our state should not have to provide additional unjust taxation through higher electric bills. We should take the time necessary to study the effects of the recent Public Utilities Commission order on net metering before massively increasing the scale of projects that rely on ratepayer subsidies.

Consistent with our state's 10 Year Energy Strategy, I am committed to working to encourage and advance renewable energy generation and fuel diversity without unjustly burdening the ratepayers of New Hampshire.

For the reasons stated above, I have vetoed Senate Bill 365 and Senate Bill 466.

Respectfully submitted,

A handwritten signature in blue ink that reads "Chris T. Sununu".

Christopher T. Sununu
Governor

*Intentionally
left blank...*

City Clerk's Office



OVERRIDE THE VETOES

The Governor's veto of SB365 & SB446 hurts NH.

SB365 provides a three-year bridge for NH's six independent biomass power plants and the state's only waste-to-energy facility by requiring utilities to purchase power at a 20% discount from the default service rate. **SB446** increases the allowable size of an electric generation project that a business, school, or municipality can use to self-generate power (aka "net meter") to 5 megawatts and sets the electricity sale and purchase pricing to avoid cost-shifting.

These bills are critical for NH's energy industry & economy.

Positive economic impacts

- SB365 supports the **\$1.4 billion** NH timber industry
- Every year, the six plants and timber industry affected by SB365 provide **\$254.5 million** in economic activity
- SB446 could support **\$125 million** worth of investments in NH in one year alone and millions of dollars in savings on electric bills

The biomass industry supports over

930 NH jobs

The solar industry supports over

1,000 NH jobs

Significant energy contributions

- SB365 & SB446 ensure **energy diversity & independence in NH**
- SB365 & SB446 provide over **120MW of electricity to the grid**, with potential for more homegrown generation
- These bills provide the opportunity for businesses & communities to **provide power & save money**

Preserve & protect what makes NH special

- SB365 & SB446 **support wise forest management & land use**: 40% of all cut wood is used in biomass energy
- Wise land management supports **tourism and community resiliency**
- NH is the **2nd** most forested state in the nation

The legislature can help.

NH House and Senate lawmakers can correct this mistake by simply reaffirming their overwhelming support & votes in the Senate and in the House for SB365 and SB446.

#OverrideTheVeto **#NHJobsNHEnergy** **#YesOnSB365** **#YesOnSB446**



OVERRIDE THE VETOES

The Governor made a mistake in vetoing SB365 & SB446.

In his veto message, the Governor made some serious errors and incorrect arguments.

Setting the record straight on the veto of these important bills.

Vetoing SB365 and SB446 has grave consequences for the Granite State, including:

- **No savings on electric rates** - NH's share of regional generation capacity costs will actually **increase by \$17 million annually**
- Nearly **1,000 local jobs at risk** statewide
- A previously vibrant, robust **forest management system on the brink of collapse**
- Severe **decline in NH's energy diversity**
- No opportunity to offset an expected **\$4 billion increase** in transmission & distribution costs
- Closure of the state's only waste-to-energy facility will **eliminate the only assured destruction facility for unused prescription drugs**, increasing the cost of disposing of these drugs and **impacting the state's ability to combat the opioid crisis**

By using more locally produced energy, NH can better manage its share of regional transmission costs, the fastest growing part of our electricity bills.

This leads to lower electricity costs for all Granite Staters.

*NH's small hydro, biomass, solar generation facilities, and waste-to-energy plant annually generate over **one million megawatt hours of electricity**.*

***The vetoes are already having devastating effects on industries across NH** through business closures, job losses, less in-state energy generation, cancelled projects and equipment orders, and decreased economic activity. Energy users are being denied the freedom to be potential energy suppliers, hindering new, immediate local supplies to our statewide energy grid.*

The legislature can help. Stand with NH jobs and NH energy.

NH House and Senate lawmakers can correct this mistake by endorsing SB365 & SB446, which both received overwhelming support in the Senate & House.

#OverrideTheVetoes #NHJobsNHEnergy #YesOnSB446 #YesOnSB365

08/02/2018

Received

JUL 27 2018

City Manager
ROCHESTER

July 24, 2018

Dear Rochester City officials,

I am a young scooter rider with friends who are skate boarders and was wondering if you can create a skate park? It would keep us off the streets, parking lots and sidewalks, giving us a safe place to ride. It would give us something physical to do and keep us out of trouble. Its great exercise and good to be outside getting fresh air. I know that red alert is in Rochester, but they don't allow scooters or bikes. It doesn't have to be large, just a small place to ride and practice on. I'm sure that people like me and other riders would be happy to help create it and give input on it. You can contact me with question/comments at (603)312-5541.

Thank you,

Brayden

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left blank...*

City Clerk's Office

08/02/2018

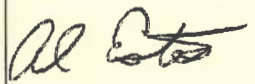
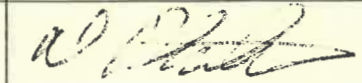
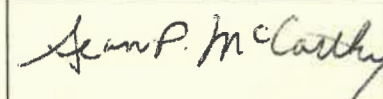
City Manager
 ROCHESTER
 Received
 JUL 20 2018
 CITY OF

Petition to Oppose the Proposed Development of Hillsdale Rd Property

RECEIVED
 JUL 23 2018
 CITY OF ROCHESTER
 ROCHESTER, NH

Petition summary and background	The undersigned residents of Pink St and Hillsdale Rd hereby petition the City of Rochester to take action that would not violate the integrity and privacy of Pink St and Hillsdale Rd by altering the current land features on the north side of the power lines.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to halt any type of development to the area known as Hillsdale Rd by the River Walk Committee and any other entity by adding a parking lot or parking area, boat or kayak launch, any type of marine launch or pad, any structure, park, trails, any type of addition that would bring non local traffic

Printed Name	Signature	Address	Comment	Date
Valerie Smith	<i>Valerie Smith</i>	10 Pink St.	I feel Committee's need to look at Hanson Pines Area which was donated to the city. It has a road and could easily be developed for such. Why is it these Committee's not looking in this area? Most of us have security systems in our home due to break ins and feel that this behavior would increase if the city develops more around us.	7.4.18
Wanda Smith	<i>Wanda Smith</i>	4 Pink St.	I don't want any more traffic or people doing all kinds of stuff in my back yard	7-1-18
Heath Gauthier	<i>Heath Gauthier</i>	4 Pink St	This is not something that fits in this neighborhood. We want our peace and quiet.	7-2-18
Bryon Melanson	<i>Bryon Melanson</i>	6 Pink St	we have had enough encroachment of our area. Find another spot!!	
LYNNE ESTES	<i>Lynne Estes</i>	2 Pink St	We want to keep our neighborhood. Use recreation area already there. (Hanson Pines)	7-6-18

Printed Name	Signature	Address	Comment	Date
ALLAN FSTES		2 PINK ST	HOW MANY TIMES DO WE HAVE TO GO THROUGH THIS-6-18 HOW CAN YOU HAVE SOMEONE WORKING IN THE COMMUNITY DEVELOPEMENT OFFICE WORKING WITH HER FRIENDS TO PUSH FOR THIS. AS A TAXPAYER I DONT WANT MY TAX DOLLARS GOING TO PAY HER. ENOUGH IS ENOUGH. IVE BEEN TO THE MEETINGS AND IT IS SPLIT 50/50 NOT 99/1	
AL PHILBRICK		3 - PINK ST.	I lived up here for 33 years by the way. Your River walk will be a good peddle so what a waste of money and time There is nothing nice about that River.	
Seam McCarthy		9 Hillsdale Rd	I would prefer not to have a parking lot next to my home. Also, I don't want a lot of non local traffic.	

08/02/2018

To: Kelly Walters, City Clerk

From: Abigail Collins, Selectman (Ward 4)

July 9, 2018

Re: Resignation

I am moving out of Ward 4 within the next few months. Please accept this notice as my formal resignation, effective immediately.

Respectfully,



Abigail Collins

Selectman (Ward 4)

RECEIVED
JUL 09 2018
CITY CLERK'S OFFICE
ROCHESTER, NH

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City Clerk's Office



City of Rochester, New Hampshire
CITY COUNCIL – APPOINTMENTS COMMITTEE
31 Wakefield Street • Rochester, NH 03867
(603) 332-1167
www.RochesterNH.net

08/02/2018

Appointments Committee Minutes
August 1, 2018

Committee Members Present:

Sandra Keans, Chair
James Gray, Vice-Chair
Robert Gates
Donna Bogan

Committee Members Absent:

Tom Abbott

The meeting was called to order at 6:15 p.m. on August 1, 2018.

Janet Davis – REDC (6:15)

She is the longest serving member. Committee is working very smoothly with a new format. She believes the recent system of having all departments and committees make presentations allows for better knowledge and coordination for projects across the city.

Councilor Gray **MOVED** to recommend; Councilor Bogan **SECONDED**. The Appointments Committee unanimously recommends that Ms. Davis be reappointed to the REDC, term to expire 1/2/2021.

Molly Meulenbroek – Historic District Commission (6:30)

She is very enthusiastic about involvement in downtown. Commission spent many hours on the new density ordinances. Many responses from sign contractors as to the ease of working with the commission vs. other communities. She just returned from a national conference where many ideas that can be adopted and no costs associated with them.

***Not sure why she was scheduled. Her term does not end until 1/2/19.

This would be earlier than anticipated but Councilor Bogan **MOVED** to recommend; Councilor Gates **SECONDED**. The Appointments Committee unanimously recommends that Ms. Meulenbroek be reappointed to the Historic District Commission, term to expire 1/2/2022.

Kevin Sullivan – Conservation Committee (6:45)

He is the current chair. Projects have slowed down and would like to do more background study. It would be helpful for committee to have access to all GIS maps for the city. Also would like a hard copy map to be used at meeting that shows our conservation lands. Committee would be happy to assist Public Works Department in monitoring conservation projects and rain gardens under their responsibility.

Councilor Gray **MOVED** to recommend, Councilor Bogan **SECONDED**. The Appointments Committee unanimously recommends that Mr. Sullivan be reappointed to the Conservation Committee, term to expire 1/2/2021.

Troy Dillow – REDC (7:00)

He has been semi-busy meeting with folks looking at the downtown. He is happy with the new format of dividing interviews.

Councilor Bogan **MOVED** to recommend, Councilor Gates **SECONDED**. The Appointments Committee unanimously recommends that Mr. Dillon be reappointed to the REDC, term to expire 1/2/2020.

Elizabeth Tonkins-Agea – Arts and Culture Commission (7:30)

She is very involved with various groups, particularly the Community Chorus. She believes groups are working well to promote the arts. She is excited about the upcoming awards program.

Councilor Gray **MOVED** to recommend, Councilor Bogan **SECONDED**. The Appointments Committee unanimously recommends that Ms. Tonkins-Agea be reappointed to the Arts and Culture Commission, term to expire 1/2/2022.

Martha Wingate – Historic District Commission

She was unable to make the interview. She is very valuable to the HDC with her historical research.

Councilor Bogan **MOVED** to recommend, Councilor Gray **SECONDED**. The Appointments Committee unanimously recommends that Ms. Wingate be reappointed to the Historic District Commission, term to expire 1/2/21.

No contact by Staples or Lulek. Not sure if wrong location was sent out or some other conflict.

The meeting was adjourned at 7:50 pm.

Respectfully submitted,
Sandra B. Keans, Chair

Amendment to Chapter 22 of the General Ordinances of the City of Rochester
Regarding Fire Department Organization

THE CITY OF ROCHESTER ORDAINS:

That Chapter 22 of the General Ordinances of the City of Rochester and currently before the Rochester City Council, be amended as follows (deletions struck out and additions in italics):

CHAPTER 22

FIRE DEPARTMENT ORGANIZATION

SECTION ANALYSIS

~~22.1 Board of Firewards Established~~

~~22.2~~ 1 Appointment and Requirements of the Fire Chief

~~22.3 Organization of Companies~~

~~22.4 Rules and Regulations of Fire Department~~

~~22.5~~ 2 Rank of Assistant Chief Transfer of Authority in the absence of the Fire Chief

~~22.6 Rank of Deputy Chief or Fire Marshal in Charge~~

~~22.7 Captain in Charge~~

~~22.8 Hose and Ladder Company Captains~~

~~22.9~~ 3 Equipment and Apparatus

~~22.10 Conflict of Interest~~

~~22.11 Payrolls~~

~~22.12 Penalty Clause~~

~~**22.1 Board of Firewards Established.**~~

~~The Chief of the Department, Assistant Fire Chief, Deputy Chief and the Fire Marshal shall constitute the Board of Firewards, and they shall have such powers and duties as are granted to the Firewards by Chapter 154, as amended, of the New Hampshire Revised Statutes Annotated.~~

22.12 Appointment and Requirements of the Fire Chief.

Upon appointment, the Fire Chief shall within six (6) months establish residence within the City's boundaries. The Fire Chief shall work under the direct supervision of the City Manager in accordance with the provisions of Section 18 of the Rochester City Charter. The Fire Chief shall manage, consult with and advise the City Manager on all matters pertaining to the equipment and control of the Fire Department. Subject to the approval of the City Manager, the Fire Chief shall make rules and regulations for the internal operation of the Fire Department as he/she shall deem necessary and shall keep the same posted in the Fire Station and other buildings of the Department.

22.3 Organization of Companies.

~~The call firefighters shall be organized into the following companies: Engine 1, Engine 2, Engine 3, Engine 4, Engine 5 and Ladder 1.~~

22.4 Rules and Regulations of Fire Department.

~~Subject to the approval of the City Manager, the Fire Chief shall make rules and regulations for the internal operation of the Fire Department as he/she shall deem necessary and shall keep the same posted in the engine house and other buildings of the department.~~

22.5-2 Rank of Assistant Chief. Transfer of Authority in the Absence of the Fire Chief.

The Assistant Chief shall be senior in rank to the Deputy Chief and Fire Marshal and in the absence of the Chief shall perform all the duties and have the powers of the Chief. ~~The rank of Assistant Chief shall be appointed by the Fire Chief. In the absence of the Fire Chief and Assistant Fire Chief, the Fire Chief shall designate an Acting Chief who shall perform all the duties and accept all the responsibilities of the Fire Chief per RSA 154:5 and 154:7 until such time as the Fire Chief or Assistant Fire Chief returns and assume his/her duties.~~

6/6/06

22.6 Deputy Chief and Fire Marshal in Charge.

~~In the absence of the Fire Chief and Assistant Fire Chief, the Deputy Chief or Fire Marshal shall perform all the duties and have all the powers of the Chief.~~

22.7 Captain in Charge.

~~In the absence of the Chief, Assistant Chief, Deputy Chief and Fire Marshal, the ranking Captain shall perform all the duties and have all the powers of Chief.~~

22.8 Hose and Ladder Company Captains.

[1]

~~Each Call hose or ladder company shall have one (1) member assigned as the Company Captain. All Company Captains shall be appointed by the Fire Chief~~

22.9-3 Equipment and Apparatus.

~~No hose or ladder equipment or any other fire apparatus shall be taken to a fire, emergency or other business outside of the City without the permission of the Fire Chief or his designee. The Fire Chief or his/her designee shall be notified by dispatch whenever an apparatus responds to an incident outside of the City.~~ The Chief shall notify the City Manager whenever practical and convenient when an apparatus is to be outside the City for extended periods or other circumstances determined by the Chief

The effective date of these amendments shall be upon passage.

22.10 Conflict of Interest.

[1]

~~No member of the Fire Department shall hold the office of Chief of Police, Deputy Chief of Police, Sergeant or regular Police Officer in the City.~~

22.11 Payrolls.

[1]

~~The secretary of the department shall make up the call force payroll semi-annually in June and December and turn into the Fire Chief for approval and after the action of the Fire Chief payments thereon shall be made immediately after.~~

22.12 Penalty.

[1]

~~Any person failing to comply with a lawful order of the Fire Chief or his/her designee shall be fined not more than \$100.00 for each offense and each 24 hours of maintenance of prohibited conditions shall constitute a separate offense.~~

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City Clerk's Office

Rochester School Board / Rochester City Council

CTE Joint Building Committee Minutes

July 24, 2017

School Department Board Room #1

Members Present:School Board

Mr. Paul Lynch
 Mr. Matthew Pappas
 Mrs. Audrey Stevens
 Mr. Raymond Turner
 Mr. Robert Watson

Members Absent:

Mr. Thomas J. Jean
 Mr. Raymond Varney

City Council

Mayor Caroline McCarley
 Mr. Thomas Abbott
 Mr. James Gray
 Mr. Donald Hamann
 Mr. Thomas Willis

Also Present:

Mr. Michael Hopkins, Superintendent
 Mr. Kyle Repucci, Asst. Superintendent
 Ms. Linda Casey, Business Administrator
 Mrs. Michele Halligan-Foley
 Mr. Richard Bickford
 Ms. Marilyn Martell
 Guests

Mr. Hopkins facilitated the meeting prior to the election of a Committee Chair. Mr. Hopkins called the meeting to order at 6:30 p.m. with a quorum present. Members participated in the pledge of allegiance.

Election/Committee Chair

Mr. Hopkins entertained motions for a Committee Chair. Mr. Lynch nominated Mr. Pappas as Committee Chair, second by Mrs. Stevens.

With no further nominations; the vote on the floor to appoint Mr. Pappas as Committee Chair carried unanimously. Mr. Hopkins turned the meeting over to Mr. Pappas.

Election/Committee Vice-Chair

Mr. Pappas entertained motions for a Committee Vice-Chair. Mr. Gray nominated Mr. Varney as Vice-Chair, second by Mrs. Stevens.

With no further nominations; the vote on the floor to appoint Mr. Varney as Committee Vice-Chair carried unanimously.

Presentation from Lavallee/Brensinger Architect

Mr. Lance Whitehead and Ms. Anne Ketterer of Lavallee|Brensinger Architects provided the Committee with a brief overview of the work that has been accomplished related to the CTE Renovations Project and an in-depth review of the overall project with a focus on the completion of specific task over the next 30 days (see presentation attached).

Mr. Whitehead indicated that meetings had previously been conducted with the faculty to determine the needs of the sixteen programs at the CTE Center. The decision at the Ad Hoc Committee level regarding the overall project was to put additions at each end of the building, do some demolition and have a solid connection to the High School. The concept will continue to be changed and modified as we meeting with the faculty again; each program has an Advisory Committee that will help provide detailed information to meet future needs to compliment industry needs.

At this point there has been no real design work for what the exterior will look like from the outside. It is important to take into consideration that the High School is a historic building; the intent is to ensure the Tech Center renovation does not overwhelm but compliments the architectural integrity of the High School. A series of slides were presented with various exterior designs; the Committee did not come to a unanimous agreement on any of the options.

Discussion ensued regarding the importance of the entrance to the CTE Center being inviting and one that people will be proud of. It is important to find a melting point between the two designs. Mr. Whitehead will work on preliminary designs to present to the Committee at the next meeting for consideration.

Mayor McCarley stated that Mr. Peter Bruckner, Historic District Commission member has consulted on the City Hall Annex Project and would like to have an opportunity to provide input or meet with the Committee before a final design is selected. Mr. Whitehead welcomed the input and will reach out to connect with him.

Review JBC Process

First – Select Construction Manager then begin detailed design and engineering. Would like to have CM onboard next month to firm up numbers. Mr. Whitehead explained that with the Construction Manager process, every person who works on the site will bid for the work; all aspects of this project will go to bid.

Next 30 days (*see page 14 of presentation*) – Mr. Whitehead indicated that the RFP for Construction Manager has gone out with a due date of August 9th. He will provide a breakdown of the proposals and present top two or three companies to meet with the JBC.

Mayor McCarley wanted to be sure that the Construction Manager was aware of the funding situation. Mr. Whitehead confirmed this information was shared; we will be asking for a drawdown schedule to determine how it links with State funding.

Mr. Whitehead indicated that it is very possible to work within the budget parameter; there are a lot of decisions to be made regarding specific interior and exterior details that will be made under the guidance of the Joint Building Committee.

Other/Comments

Mr. Whitehead discussed the need to have a decision regarding plans for the Video Production Area; what is it that we want to be done in that area? Previously, plans to expand the curriculum were discussed to include the school and City Government Channel working together combining video work and opportunities. Mr. Hopkins suggested a meeting to include Video/Photography Teachers, Celeste Plaia, Government Channel Coordinator and other members of the RGC Committee to plan and discuss options. Mr. Willis is the Chair of the Committee and assist in coordinating a meeting before the end of September.

Mr. Whitehead recommends the working team plan to visit other centers that have recently been renovated to see what is being done; great opportunity to look at pros and cons.

Mr. Gray reminded the Committee that State funding needs to be taken into consideration before committing funds; it is important to know when funds will be available to eliminate the City from becoming liable for any funds expended. Mr. Hopkins responded that is the purpose of developing a timeline and drawdown schedule for the project; State funding will be taken into consideration.

Mayor McCarley asked if there had been any consideration or thoughts with going green with any aspects of the construction project. Mr. Whitehead responded that there has not been any discussion to date; they are happy to schedule a meeting or develop a Green Options Committee to have those discussions and review options. There are several options that can be looked at with regards to recycled material, upgrades to flooring, etc.

Ms. Casey noted that with the solar panels currently installed we are making more power than we need monthly; it is banked and credited by Eversource. The District has saved approximately \$6,000 since the panels were installed.

Mr. Willis asked what added costs or benefits would there be to pursue LEED Certification or another similar program. Mr. Whitehead responded that the biggest costs with Lead is tracking and filing of paperwork; he will get information on Lead and other programs and provide an update at the next meeting.

The next meeting of the CTE JBC was scheduled for Monday, August 28, 2017 at the SHS Creteau Technology Center – Room T200 commencing at 7:00 p.m. The start time of the meeting may be adjusted, dependent on the number of interviews scheduled for the Construction Manager.

Adjournment

Mr. Lynch moved, second by Mr. Abbott, to adjourn. On a unanimous vote, the Committee adjourned at 7:27 p.m.

Respectfully submitted,

Michael Hopkins
Board Secretary

CONCEPTUAL DESIGN PROGRESS

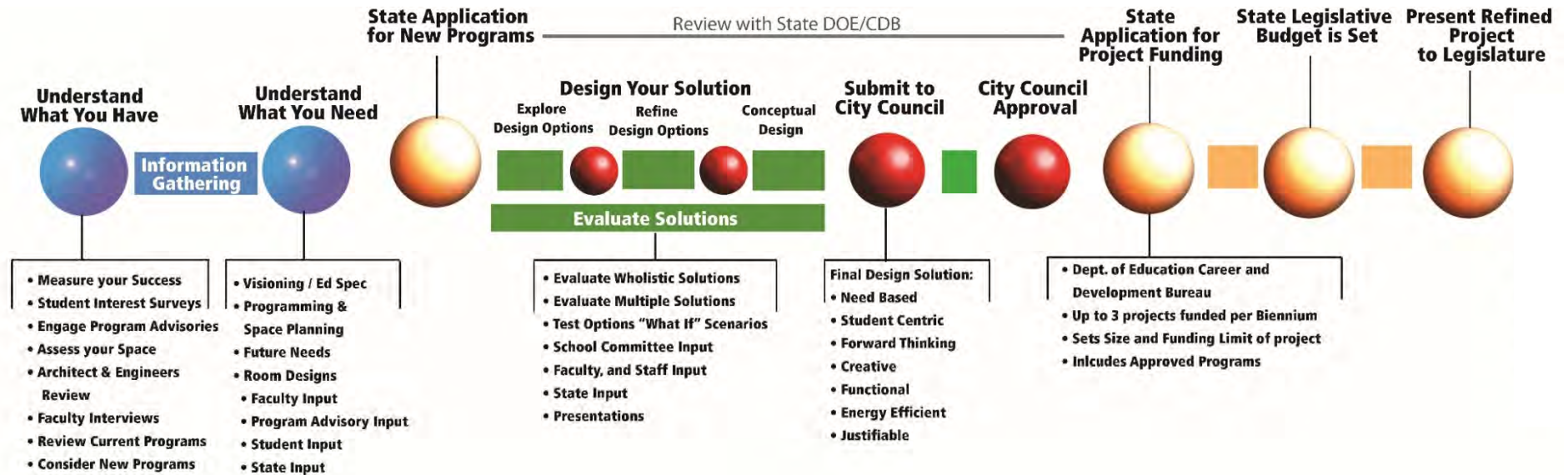
July 24, 2017



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

PROCESS: WORK TO DATE



Faculty / Program Interviews and Advisory Input

Preliminary Programming and Educational Diagrams

Building Assessment

Conceptual Designs

Order of Magnitude Cost Estimates



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

PROJECT GOALS

Campus

- Connection from CTE to HS
- Enhance Center's Community Presence
- Address Safety Issues
- Improved Public Access

Building

- New Efficient HVAC Systems
- Electrical & IT Infrastructure Improvements
- Improved Security

Education / Program

- Integration of Technology
- Student Collaboration Areas
- Equipment



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

PROCESS: PROGRAM DISCUSSION

16 PROGRAMS WITH UNIQUE SPACE NEEDS

Graphic Arts

Video / Photography

Teacher Education / Small Wonders

Business Commerce, Management & Marketing

Bank / HRCU

Accounting

Automotive Tech

HVAC (transition from Plumbing)

Environmental Science

CADD / Arch & Mech Drawing

Precision Manufacturing / Machining

Advanced Manufacturing (Formerly Wood Working / Cabinetry)

Restaurant Management

CPU Technologies

Health Science Technology

Law and Criminal Justice

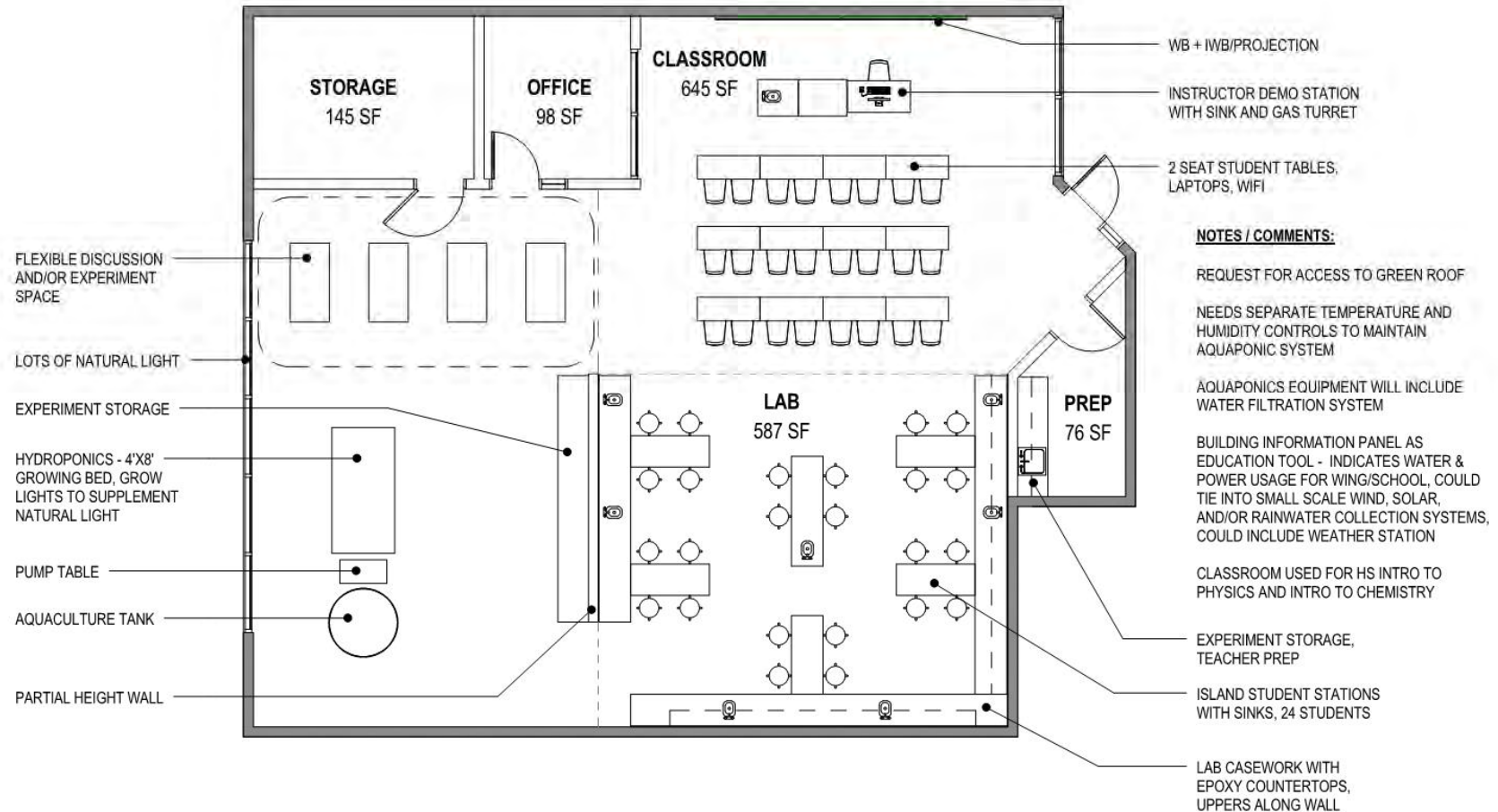


RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

PROCESS: PROGRAM DISCUSSION

SAMPLE CRITERIA PLAN

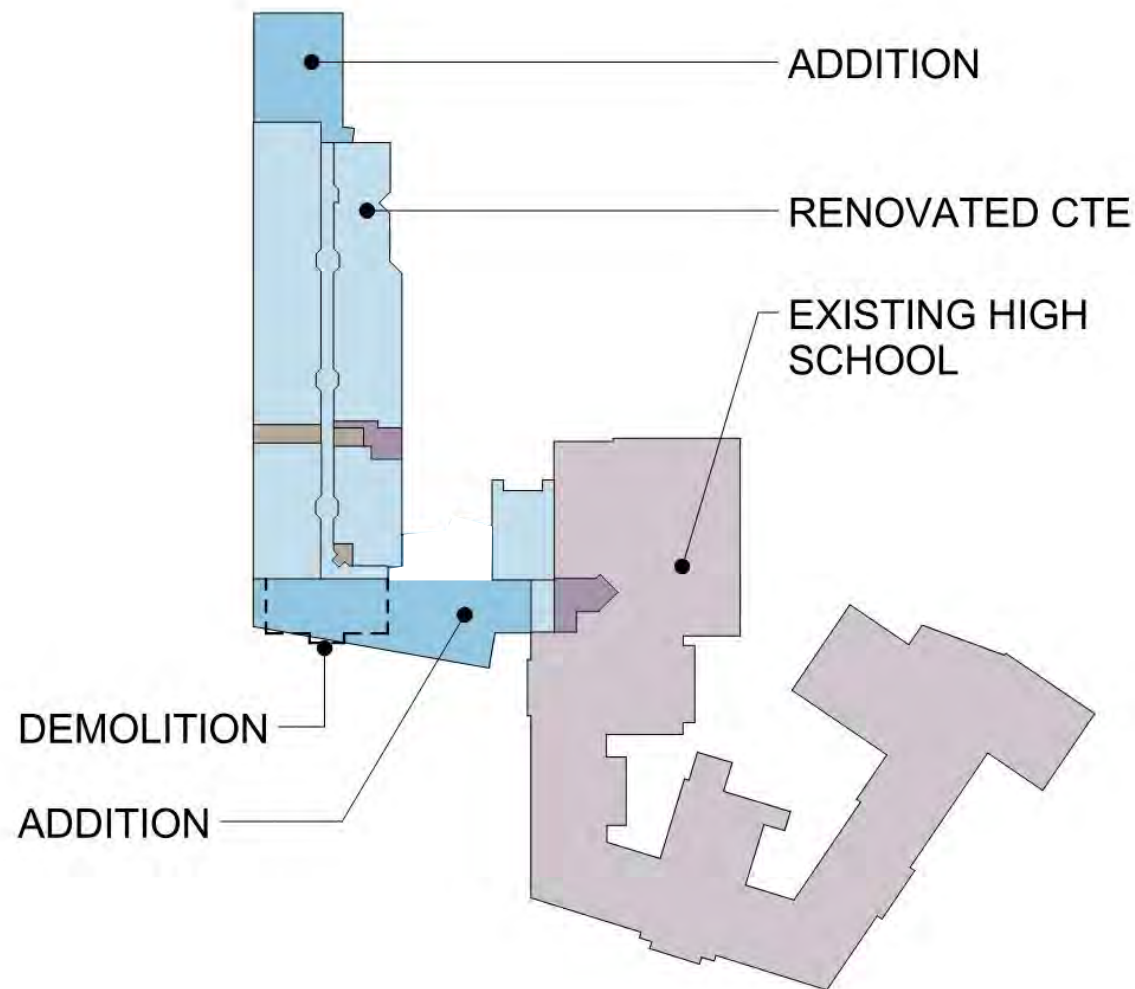


RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

PROPOSED PROJECT:

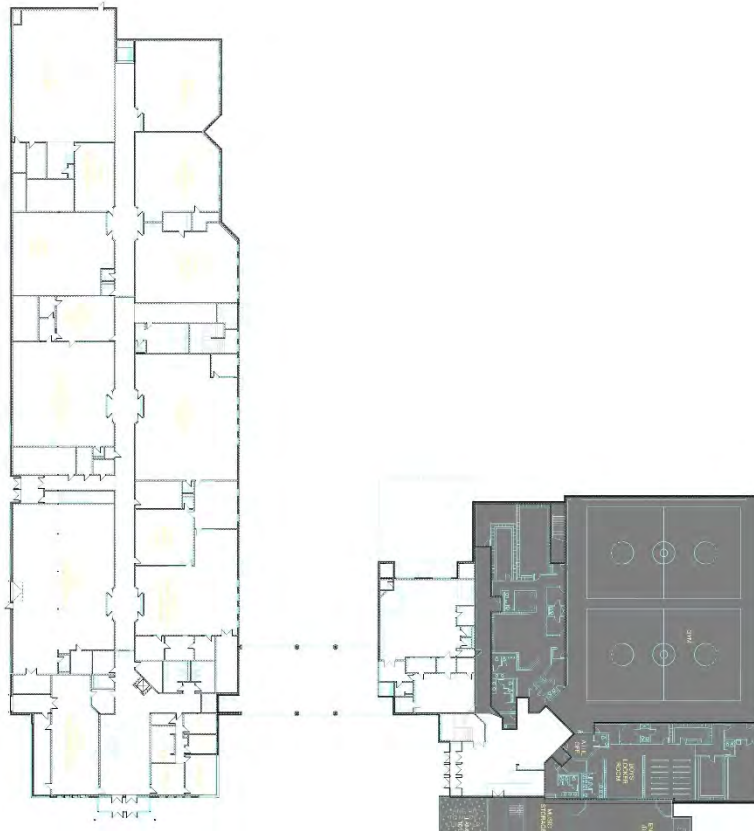
ADDITION / RENOVATION DIAGRAM



RW CRETEAU TECHNOLOGY CENTER

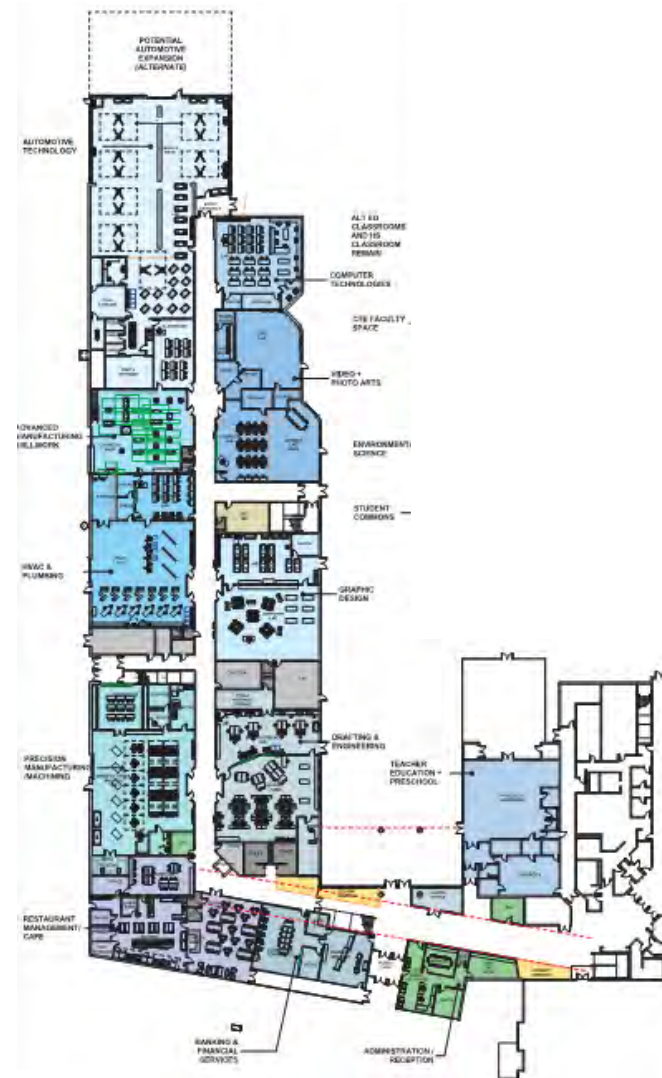
LAVALLEE | BRENSINGER ARCHITECTS

PROPOSED PROJECT: PROPOSED FLOORPLANS



EXISTING

RW CRETEAU TECHNOLOGY CENTER



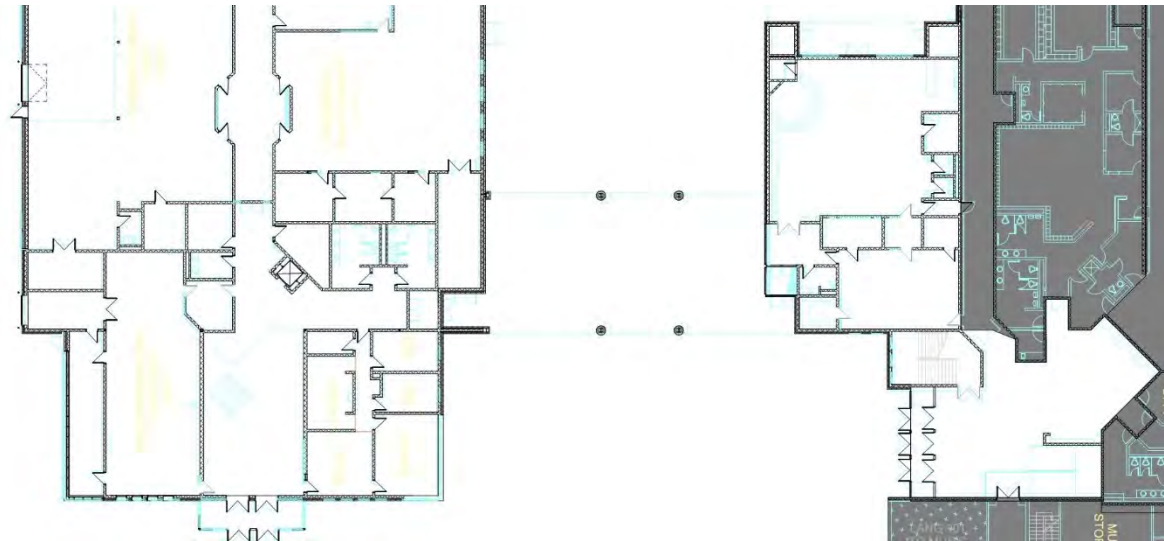
PROPOSED

LAVALLEE | BRENSINGER ARCHITECTS

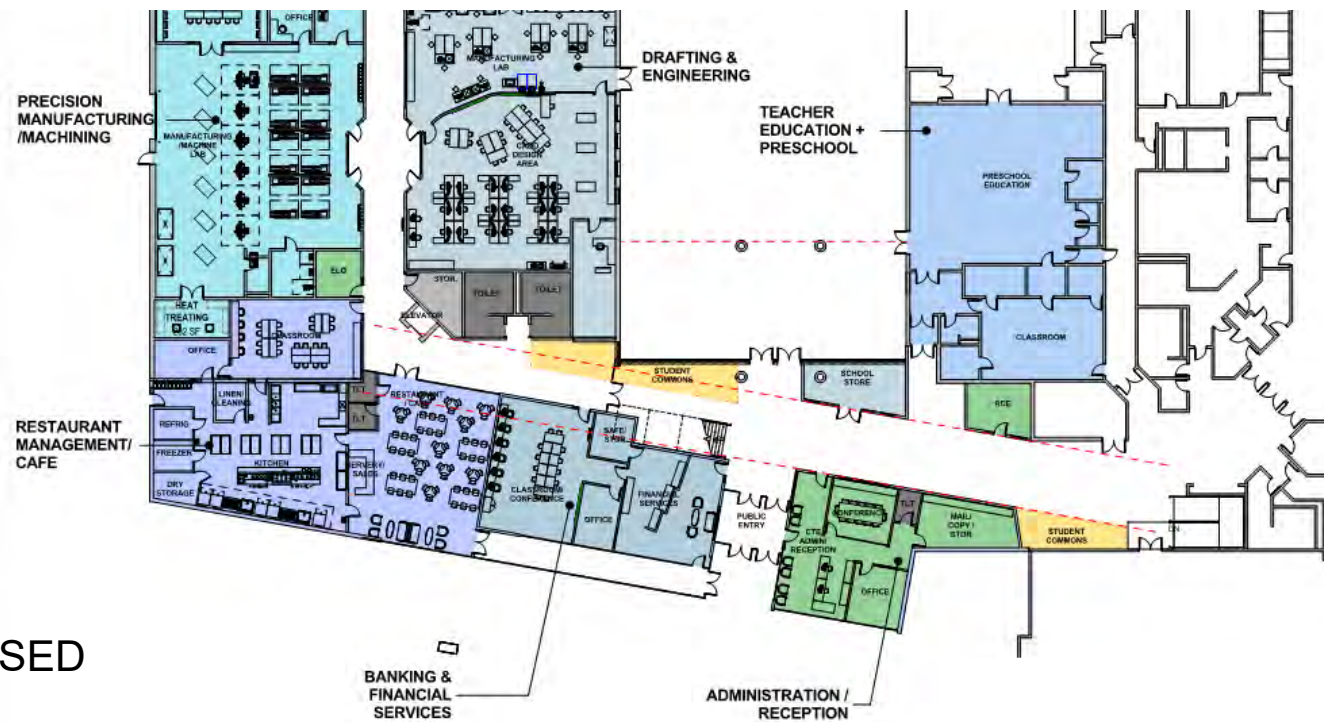


FLOORPLAN FRONT

EXISTING



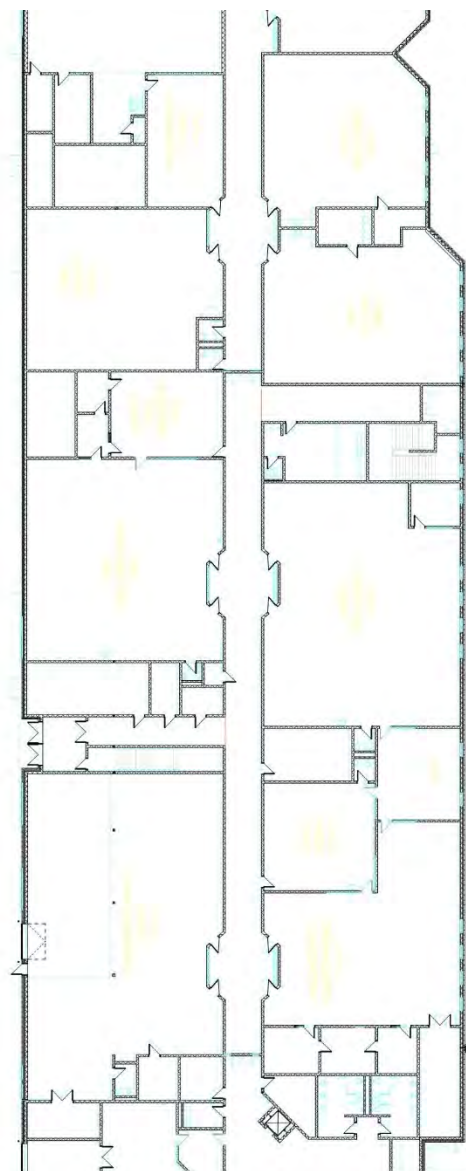
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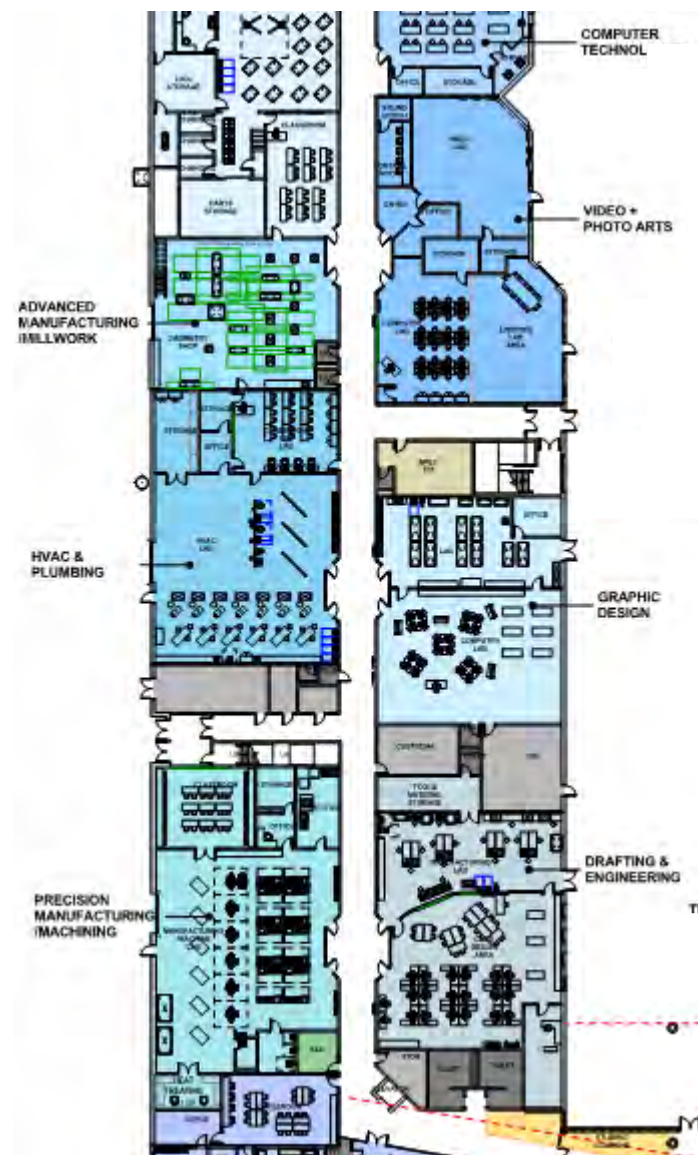
RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

FLOORPLAN CORE



EXISTING



PROPOSED



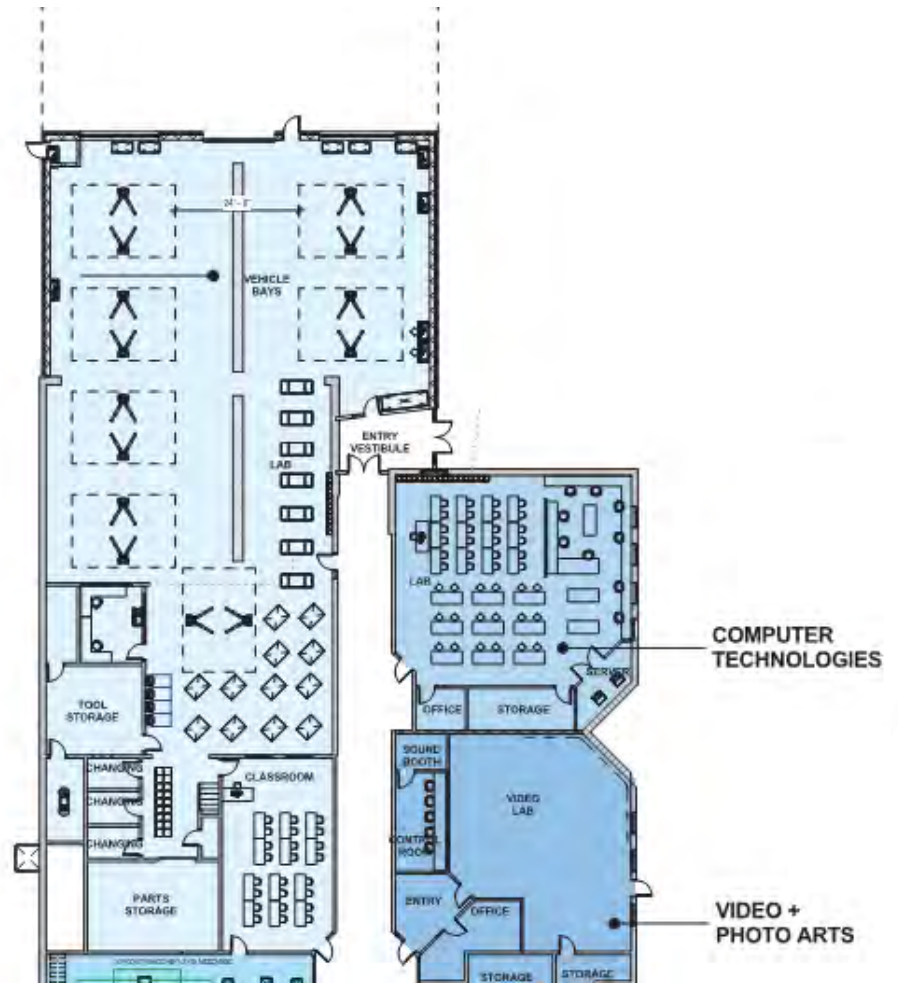
RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

FLOORPLAN REAR



EXISTING



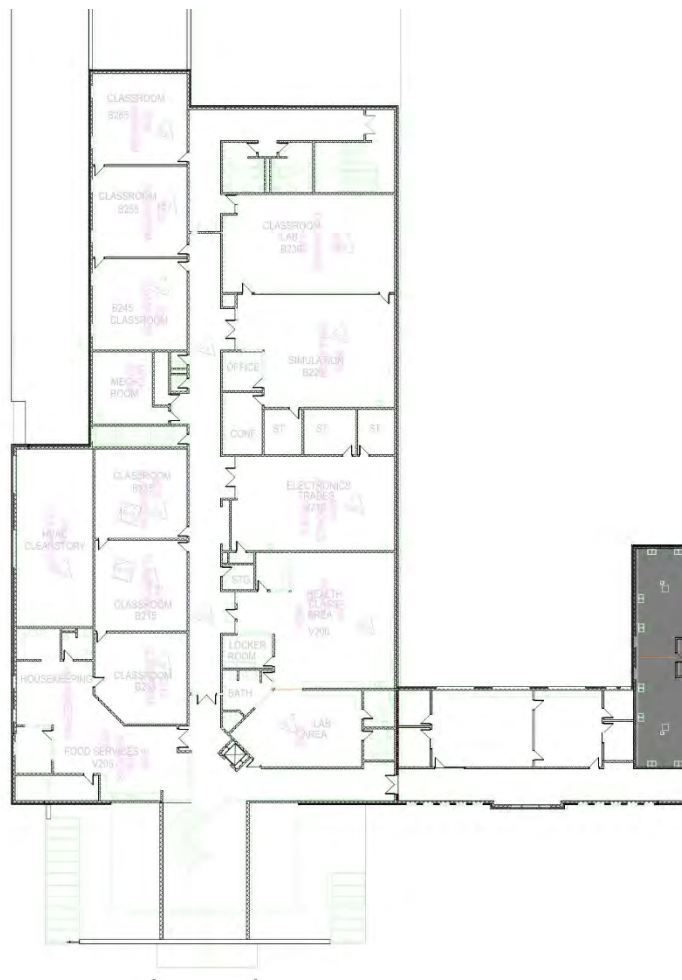
PROPOSED



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

FLOORPLAN SECOND FLOOR



EXISTING



PROPOSED



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

PROPOSED PROJECT: AERIAL VIEW



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE | BRENSINGER ARCHITECTS

LBA CONCEPTUAL COSTS

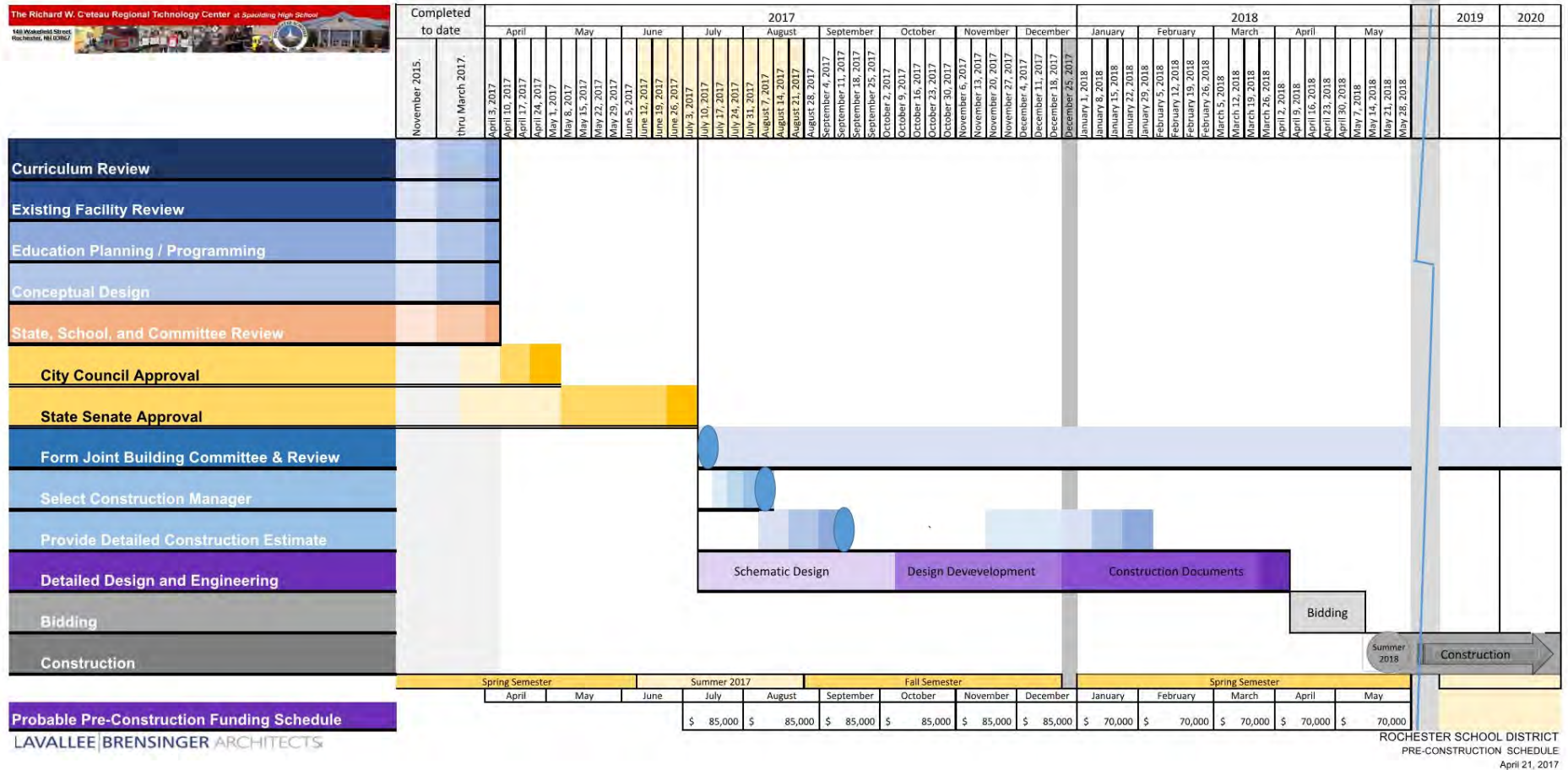
Rochester RW Creteau		Concept H	11-Apr-17
Conceptual Opinion of Probable Cost			
Upfront Costs, Utility Charges, and Permit Fees		Notes	
Bond and Legal Council and Site Permitting	\$23,500	Not applicable for State Funding	
Other Permitting and Utility Tie Ins	\$3,000	Estimate to be verified by School District	
1 Subtotal - Upfront Costs, Utility Charges, and Permit Fees		Verify w/ Local Authorities	
Subtotal		\$26,500	
Site Data			
Survey, Wetlands mapping, Environmental, Traffic Studies	\$20,000	Not applicable for State Funding	
Geotechnical investigations	\$20,000	Completed under separate contract	
2 Subtotal - Site Data		Completed under separate contract	
Subtotal		\$40,000	
Professional Fees			
Architectural/ Structural / Civil / MEP / FP Engineering Fees	\$997,889	Assuming all phases designed at this time	
A/E Reimbursable expenses (estimate)	\$34,000	Printing, Shipping, Etc - To be determined	
Existing Assessment & Drawings	\$37,500	Completed under separate contract	
Assessment, Programming, Equipment Review			
Conceptual Design	\$37,500	Completed under separate contract	
Intercom, Phone, Security System Selection and Design	\$12,000	To be negotiated with RSD	
3 Subtotal - Design and Engineering Costs		\$1,118,889	
Independent Consultants			
Commissioning Agent	\$15,000	Partial Fee Listed - To be Determined if Required	
Construction Inspection & Testing	\$25,000	Allowance - To Be Determined	
Owner's Clerk of the Works	\$80,000	Not applicable for State Funding	
4 Subtotal - Independent Consultants		Estimate to be verified by School District	
Subtotal		\$120,000	
Furnishings & Equipment			
Technology (cpu, infrastructure, cable, wireless, etc.)	\$100,000	Allowance - To Be Determined	
CTE Furniture	\$800,000	Allowance - To Be Determined	
Office/Meeting Furniture	\$20,000	Allowance - To Be Determined	
Custodial Equipment	\$7,500	Allowance - To Be Determined	
5 Subtotal - FF&E		\$927,500	
Construction Costs		\$ Per Hutter Construction	
Site construction	\$300,000	Not applicable for State Funding	
General Conditions	\$260,000	Allowance to be verified by Construction Estimator	
Building Demolition	4,982 \$75,000	Estimators Allowance - to be verified through RFP	
Culinary Kitchen Equipment	\$360,000	Estimators Allowance	
CTE Additions	16,778 \$3,775,050	Estimators Allowance	
CTE Renovation Level 2 (MEP, Interiors, new partitions)	15,187 \$2,605,855	Target Budget to Design To	
CTE Renovation Level 1 (MEP, Interiors, limited partition changes)	6,835 \$854,375		
CTE Renovation - Limited Changes (MEP only)	55,437 \$3,880,590		
High School Renovations Required as part of project	- \$50,000	Not applicable for State Funding Allowance	
Builders Risk Insurance	\$65,000	Estimators Allowance	
Performance and Payment Bonds	\$100,000	Estimators Allowance	
CM Fees - 4.0%	\$481,636	Estimators Allowance - to be verified through RFP	
Construction Contingency - 7.5%	\$903,065		
Alternate #1 (Truss Replacement)	\$276,000	Estimators Allowance	
Subtotal - Construction Costs		\$13,859,570	
6 TOTAL - Soft costs and Construction Costs		\$16,092,459	
Owners Construction Contingency		\$500,000	
Escalation - Annual Increase		Market increase predicted at 6%, Yielding \$1M/Year for current	
Rebates through Electric Company		project. 2018 Figures incorporated in target budgets above	
Total Project Estimate		\$16,562,459	
Likely State Funded Portion		\$12,025,469	
Likely Community Funded Portion		\$4,536,990	



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE BRENSINGER ARCHITECTS

OVERALL SCHEDULE



RW CRETEAU TECHNOLOGY CENTER

LAVALLEE BRENSINGER ARCHITECTS

PROCESS: NEXT 30 DAYS

- Engage construction manager – JBC, LBA and RSD
- Survey of existing conditions -LBA and RSD
- Engage Geotech Engineer-LBA and RSD
- Coordinate testing for the wooden trusses at both the CTE and middle school – LBA
- Assemble the Video Production team - RSD/City
- CTE to visit neighboring Video Production facilities and provide feedback to LBA – RSD
- Develop a detailed phasing plan -LBA and CM
- Schedule Faculty/Staff interviews and advisory committee input - LBA/RSD







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Atlanta GA
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Lavallee Brensinger Architects
Creteau Regional Technology Center (a.k.a. Rochester CTE)
Preliminary Structural Assessment

March 4, 2016
Page 2 of 4

MEMORANDUM

TO: Lavallee Brensinger Architects
Attn: Lance Whitehead
Casey Gerken

FROM: Foley Buhl Roberts & Associates, Inc. (FBRA)
Rich Roberts

REFERENCE: Creteau Regional Technology Center (a.k.a. Rochester CTE)
Rochester, NH

SUBJECT: Structural review and assessment

DATE: March 4, 2016

Foley Buhl Roberts & Associates (FBRA) conducted an initial visit to the Creteau Regional Technology Center on March 2, 2016. Our intent was to review the general condition of the building structure in conjunction with renovation and alteration programming now under development by Lavallee Brensinger Architects.

FBRA was provided with the original architectural and structural drawings for the building. Those documents were reviewed as part of this assessment.

Our site visit on March 2nd involved approximately 2-1/2 hours on site conducting an initial visual assessment of the building's structural systems and its general condition. No exploratory demolition, sampling or testing of materials was involved in this work. FBRA was assisted in part by Casey Gerkin of Lavallee Brensinger, and by CTE administrative and maintenance personnel, who provided a stepladder for our use. Suspended ceiling tiles were temporarily removed at spot locations to review the floor or roof framing above.

Building Description

The building is a two-story technical education center, connected at its east end to Spaulding High School. The original architectural plans arbitrarily subdivide the building into three sections, as follows:

- Area A: Main wing, south end. This area is comprised primarily of the main entry and main entry lobby, the office area, and two stories of classroom spaces.
- Area B: Main wing, north end. This area is comprised mostly of single story, flat roof shop areas, some of which are high bay spaces.
- Area C: Second story bridge connector and East Wing. The East Wing was includes the Culinary and Home Economics programs, although parts of this wing are presently used for High School programs.

The building has a total gross floor area of approximately 104,700 square feet, of which 61,500 square feet is first floor space, with the remainder (43,200 square feet) being second floor space. The original construction drawings reviewed for this report date from 1989 and were prepared by Marinace Architects and Bussiere Engineering (structural). The cornerstone on the building itself indicates that construction was completed in 1991.

Structural systems are summarized as follows:

- Foundations: Reinforced concrete, shallow spread and strip footings.
- Frost walls: Reinforced concrete.
- First floor: Grade-supported concrete slab, varying thicknesses.
- Load-bearing exterior and interior walls: 8" thick concrete masonry (CMU).
- Exterior walls: 4" brick veneer cavity wall, with 8" CMU backup.
- Second Floor: 3" cast-in-place concrete slab on steel form deck, supported on open web steel joists spaced typically at 2'-6" on centers. Joists are supported either on CMU bearing walls or upon structural steel framing (steel framing comprised of rolled steel W section beams and girders) Columns in the Main Wing and East Wing are typically square HSS tubular sections. Columns in the Bridge area are typically W12 steel sections.
- Flat Roof Areas: 1.5" deep cold-formed steel roof deck supported on open web steel joists spaced typically at 5'-0" on centers. Joists are supported either on CMU bearing walls or upon structural steel framing (steel framing is comprised of rolled steel W section girders and square HSS tubular columns). Flat roofs constitute roughly 40% of the building footprint.
- Pitched (Hip) Roof Areas: Pre-engineered, pre-fabricated metal plate connected wood trusses spaced at 24" on centers, typically bearing on CMU walls, with plywood sheathing and metal roofing.

On-Site Observations

Our visit was conducted after school hours. Maintenance and administrative staff provided access for the first 90 minutes of our visit. Thereafter, some areas of the building – particularly the shop areas at the north end of the main wing – were locked and not accessible for review.

No evidence of foundation or settlement issues were observed. In general, the masonry, steel joists, steel framing, elevated slabs and steel roof deck appear to be in good condition.

We noted two minor areas of concern, as follows:

1. Vinyl tile flooring in the bridge corridor: This flooring is in a deteriorated condition. Although the staff attributed the condition of this floor to the building structure, it is my opinion that the condition of this flooring is the result of other factors and is not indicative of a structural deficiency.

2. Vertical control joint and expansion joint filler used in the exterior brick veneer: This material is in fair to poor condition, particularly at the expansion joint between the Main Wing and the bridge.

Wood Roof Trusses

The wood roof trusses have gypsum wallboard fireproofing attached to the bottom chords. The plane of the gypsum fireproofing is 3 to 4 feet above the suspended ceilings. Access to the space within the trusses is provided for by hatches at three locations. The access hatches can be reached by removing the suspended ceiling tiles and using a stepladder to reach the partial-height wall mounted ladders immediately above the ceiling plane. Unfortunately, all of the hatches were inaccessible (to varying degrees) due to room furnishings that could not be readily moved out of our way to allow access to the ladders. Eventually, we were able to gain access through one hatch, enabling us to conduct an initial review of the roof trusses over the Main Wing, in the immediate vicinity of the access hatch.

The roof trusses in the vicinity of the Main Wing access hatch were found to be in good condition. The trusses in that area are relatively large, with a span length of 55'-7". Due to the total height of this roof, this area uses a clear span truss with a horizontal top chord in the truss panels nearest the center of the span, with a separate "hat truss" stacked on top of the main truss.

Two significant structural concerns were noted with regard to these wood roof trusses:

- Through-Truss Bracing (also known as "Continuous Lateral Bracing", or "CLB"): CLB lines comprised of 2x4 lumber have been installed on the web compression members of these trusses. The CLB lines are restrained, per applicable industry standards. However, we observed that there is only a single line of CLB on all of the truss web diagonals, regardless of the length of the web member. Given the overall length of the compression web elements in the panels nearest the center of the truss, we would typically expect that these longer web members would require two or more lines of CLB (not one line) in order to allow those web members to develop their design load capacity.

The number of required CLB bracing lines on each compression web member is typically determined by the Truss Design Engineer and is shown on the truss shop drawings. This information is not included in the structural construction drawings for the building. It is possible – but unlikely – that a single line of bracing was all that was required and specified by the truss designer.

If the original truss shop drawings are available, the CLB bracing requirements for these trusses can be identified quickly and easily. Possible sources for those truss shop drawings might include:

- The School District's records
- The City Building Department
- The General Contractor
- The Architect
- The Structural Engineer
- The Truss Supplier/Fabricator

FBRA recommends that an effort be made to locate the original truss shop drawings from all possible sources. In the absence of the shop drawings, it is possible to field measure

the trusses and determine load capacity and member stresses by structural analysis. However this procedure is much more time consuming and is less accurate (due primarily to uncertain identification of lumber species and grade and the specifics of the connector plates.)

- Fire Retardant Lumber (FRL): Notes on the original structural drawings specify Fire Retardant Lumber for the roof trusses. Partially legible stamps on the trusses themselves confirm that FRL was utilized, although information on the particular process and product used was not legible on the stamps observed in this initial survey. The stamps on the lumber indicate the fire retardant was impregnated using a pressure treated process and that the source of this FRL was "North American Wood Preserving, Inc.", located in Readville, MA. That company is apparently out of business.

Identification of the preservative product used to fireproof the lumber is critical. During the late 1980s, several fireproofing products were on the market which subsequently were shown to result in a very significant and unpredictable loss of strength in the lumber, particularly when used in hot and humid environments (such as attics). The detrimental effects of those products are cumulative over time. FBRA has been involved with the replacement of entire roof structures due to the loss of structural integrity resulting from the use of specific fire-resistive treatments.

Addressing the FRL issue will require a more detailed review of all wood truss roof areas in the building. The purpose of this review would be twofold.

First, if a more legible stamp can be found on the lumber, that stamp may serve to positively identify the fireproofing agent.

Secondly, this review should examine the wood trusses for any signs of damage that might be attributable to the fireproofing treatment. Unfortunately, the member most typically affected is the bottom chord of the truss, which, in this case, is in the plane of the fiberglass insulation blanket.

Since wholesale removal of the insulation blanket for the purpose of examining the truss bottom chords would require a major effort, FBRA recommends that the initial effort to address the FRL question focus on identification of the fireproofing product that was utilized and then assessing any adverse effect on the structural properties of the lumber. This can be addressed either by locating a legible stamp on the lumber, or alternatively by a laboratory chemical analysis of a wood sample. Laboratory testing of wood samples can also be utilized to estimate the loss of strength due to the fireproofing process. If these initial measures indicate that the fireproofing agent is not one of the problematic products, or should the strength tests indicate there is no unanticipated loss of strength, then removal of the insulation blanket to facilitate examination of the truss bottom chords would not be indicated.

This concludes our initial structural review of the Rochester CTE. The two issues described above pertaining to the wood roof trusses are the most significant structural concerns resulting from this initial review. FBRA recommends additional evaluation and assessment of the wood truss issues be conducted as a preliminary step prior to programming and renovation of the building.

END OF MEMORANDUM

R. W. CRETEAU TECHNOLOGY CENTER AT SPAUDING HIGH SCHOOL

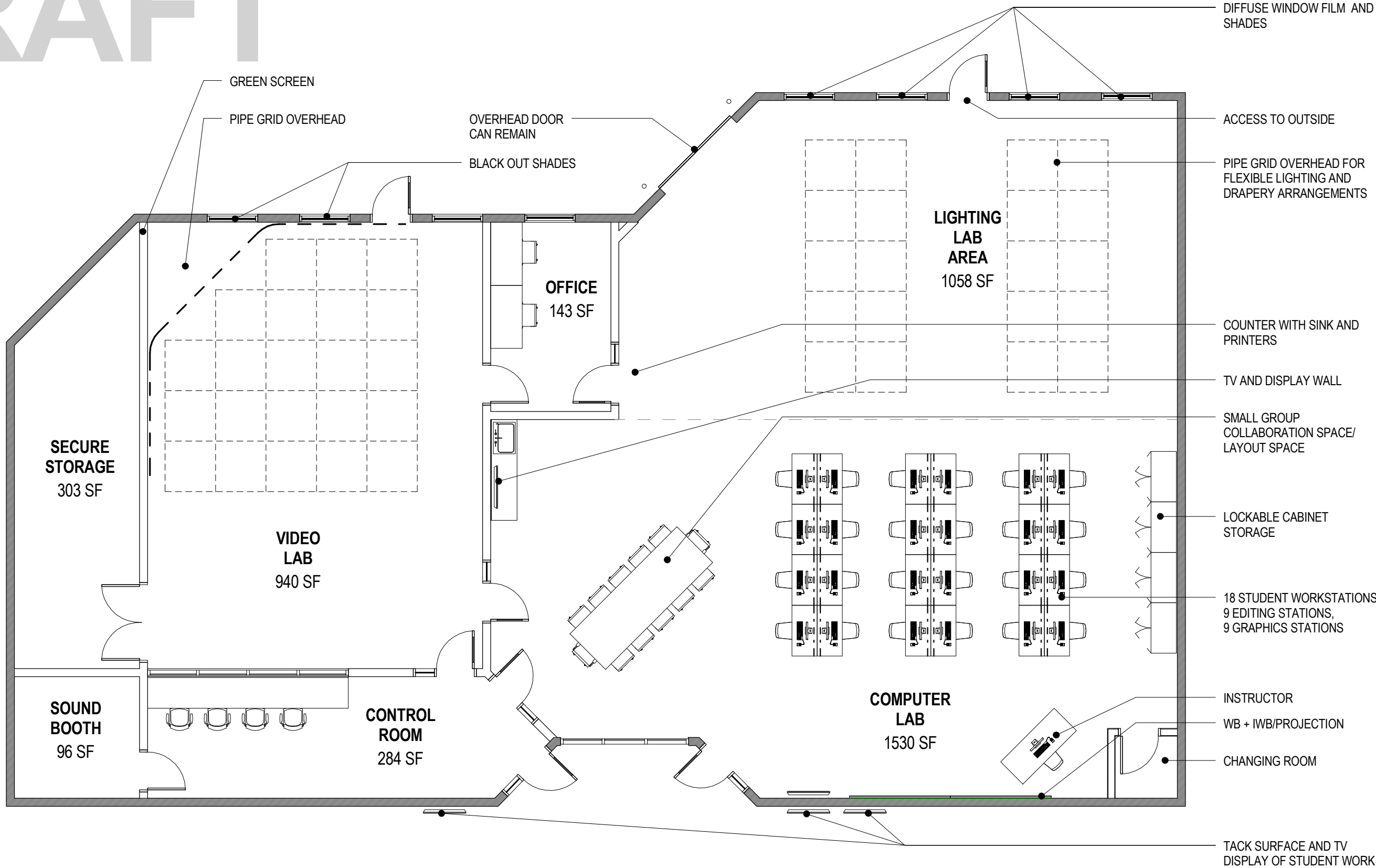
ARCHITECTURAL SPACE CRITERIA PLANS

CONCEPTUAL DESIGN

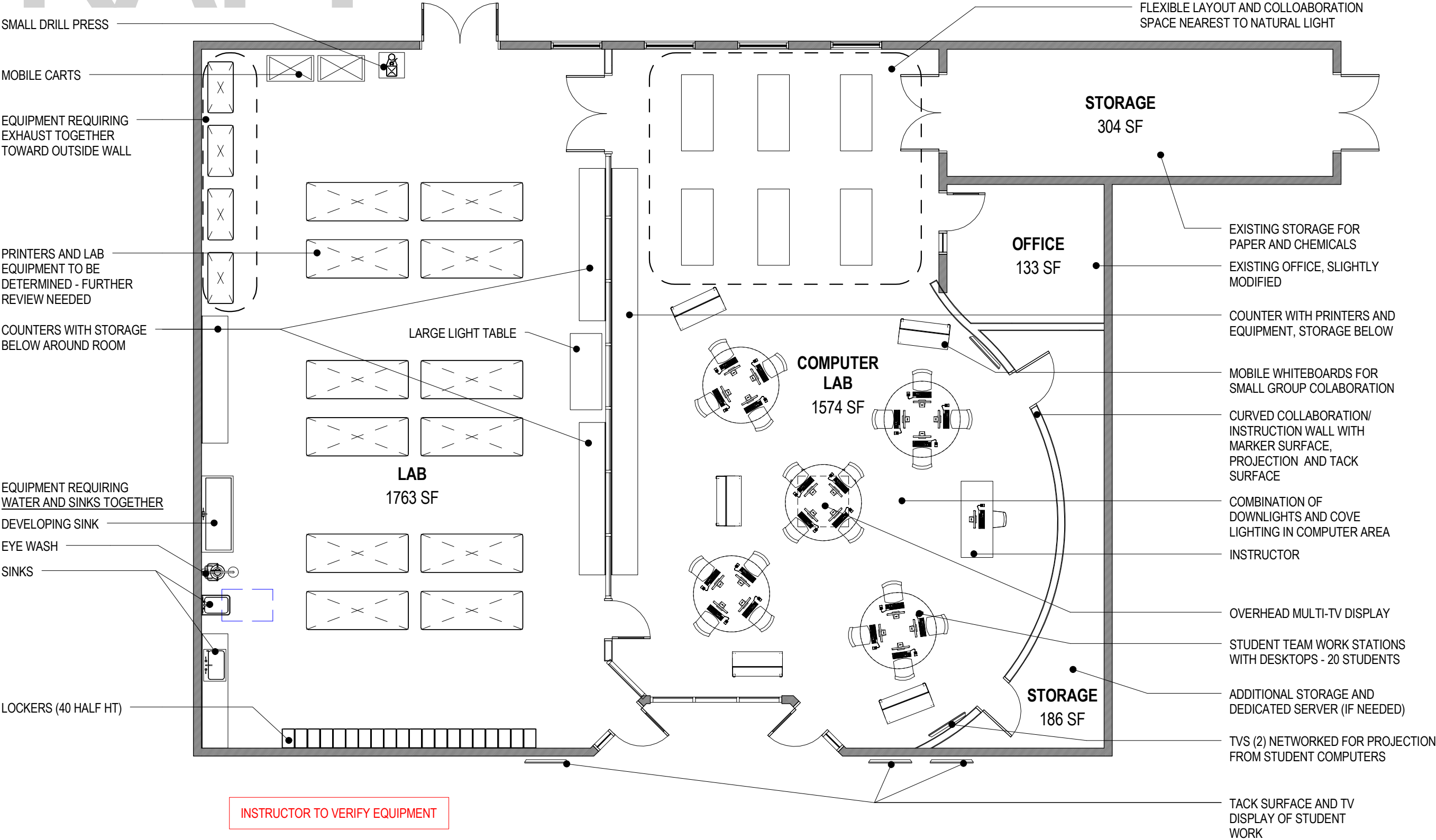


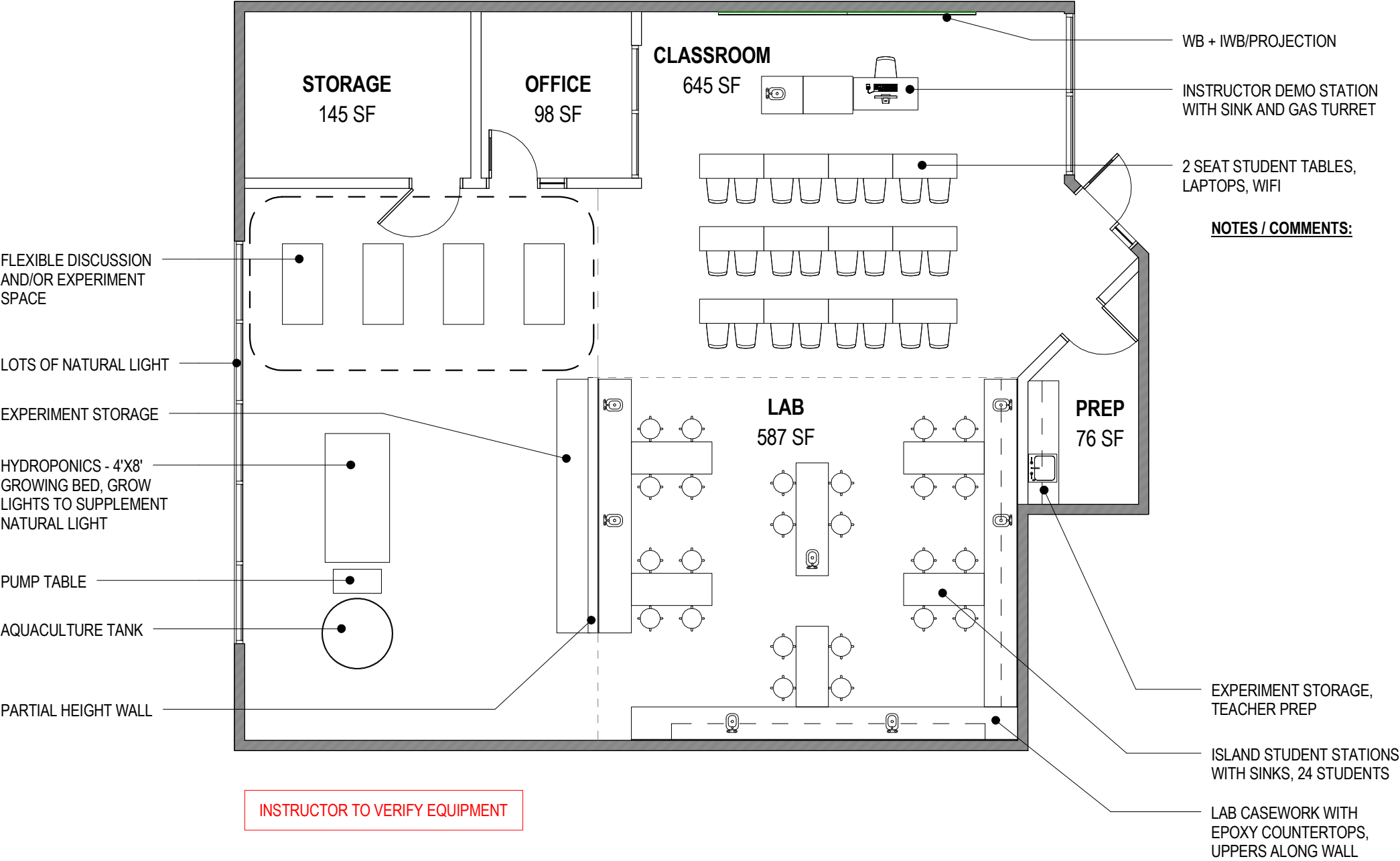
DRAWING LIST	
Sheet #	Sheet Name
ASC.00	COVER
ASC.01	VIDEO + PHOTO ARTS
ASC.02	GRAPHIC DESIGN
ASC.03	ENVIRONMENTAL SCIENCE
ASC.04	HEALTH SCIENCE TECHNOLOGY
ASC.05	LAW, PUBLIC SAFETY & SECURITY
ASC.06	TEACHER EDUCATION
ASC.07	ACCOUNTING
ASC.08	BUSINESS COMMERCE & MARKETING
ASC.09	BANKING & FINANCIAL SERVICES
ASC.10	RESTAURANT MANAGEMENT
ASC.11	COMPUTER TECHNOLOGIES
ASC.12	DRAFTING & ENGINEERING
ASC.13	PRECISION MACHINING
ASC.14	CABINETRY & MILLWORK
ASC.15	HVAC
ASC.16	AUTOMOTIVE TECHNOLOGY - ADDITION
17	

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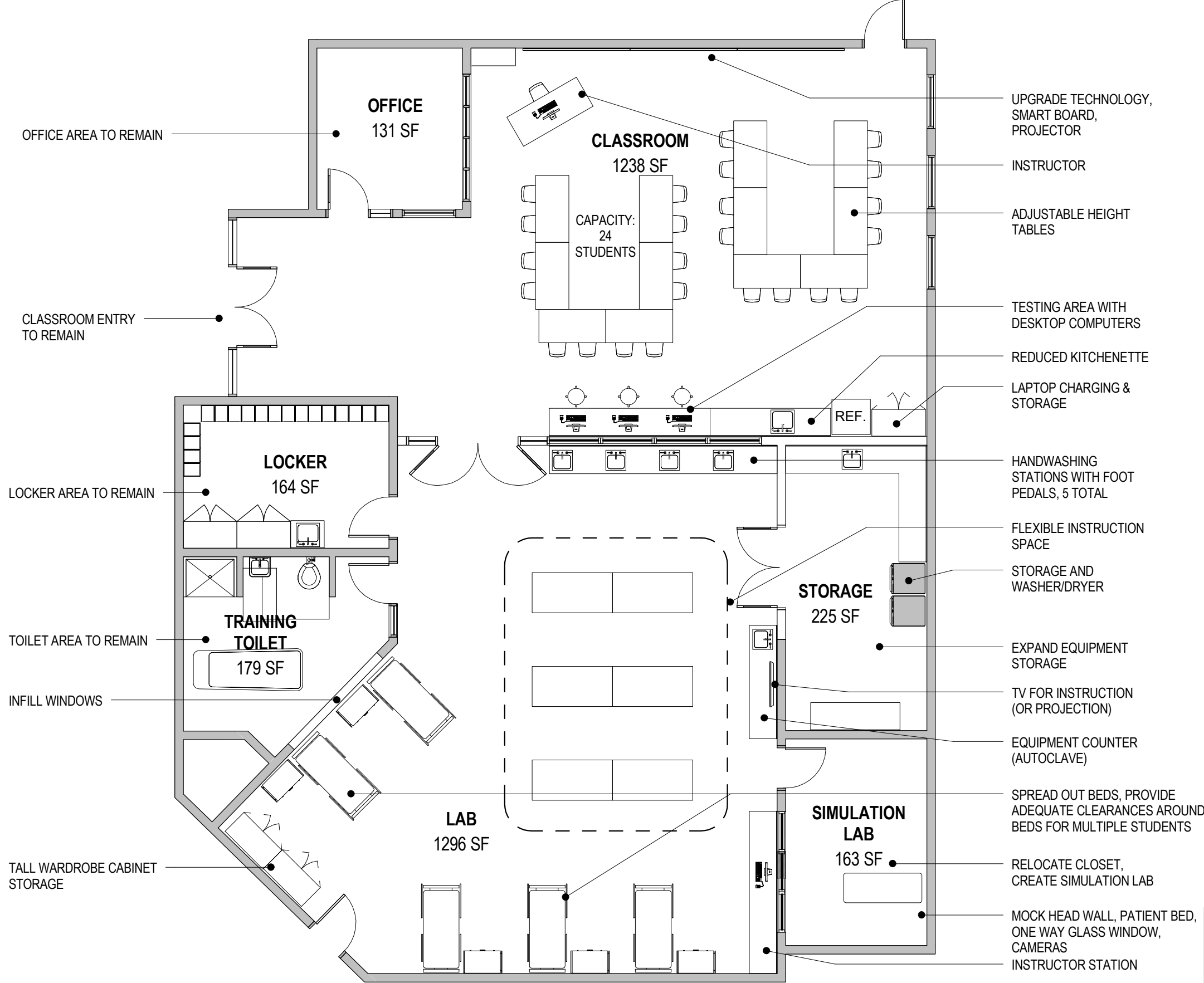
NOTES / COMMENTS:

PROGRAM EXPANSION POSSIBILITIES -
(ADDITIONAL SPACE REQUIREMENTS FOR
THESE PROGRAMS HAVE NOT BEEN
INCLUDED)

- PHARMACY TECH
- MEDICAL ASSITANT
- PHYSICAL THERAPY/OCCUPATIONAL
THERAPY
- LNA CERTIFICATE

IDEAL CLASSROOM TECHNOLOGY - 1 TO 1
LAPTOP PROGRAM

- INSTRUCTOR TO VERIFY USE OF
SIMULATION LAB. IS A CONTROL ROOM
NEEDED?
- KITCHENETTE PROGRAM NEEDS TO BE
VERIFIED WITH INSTRUCTOR

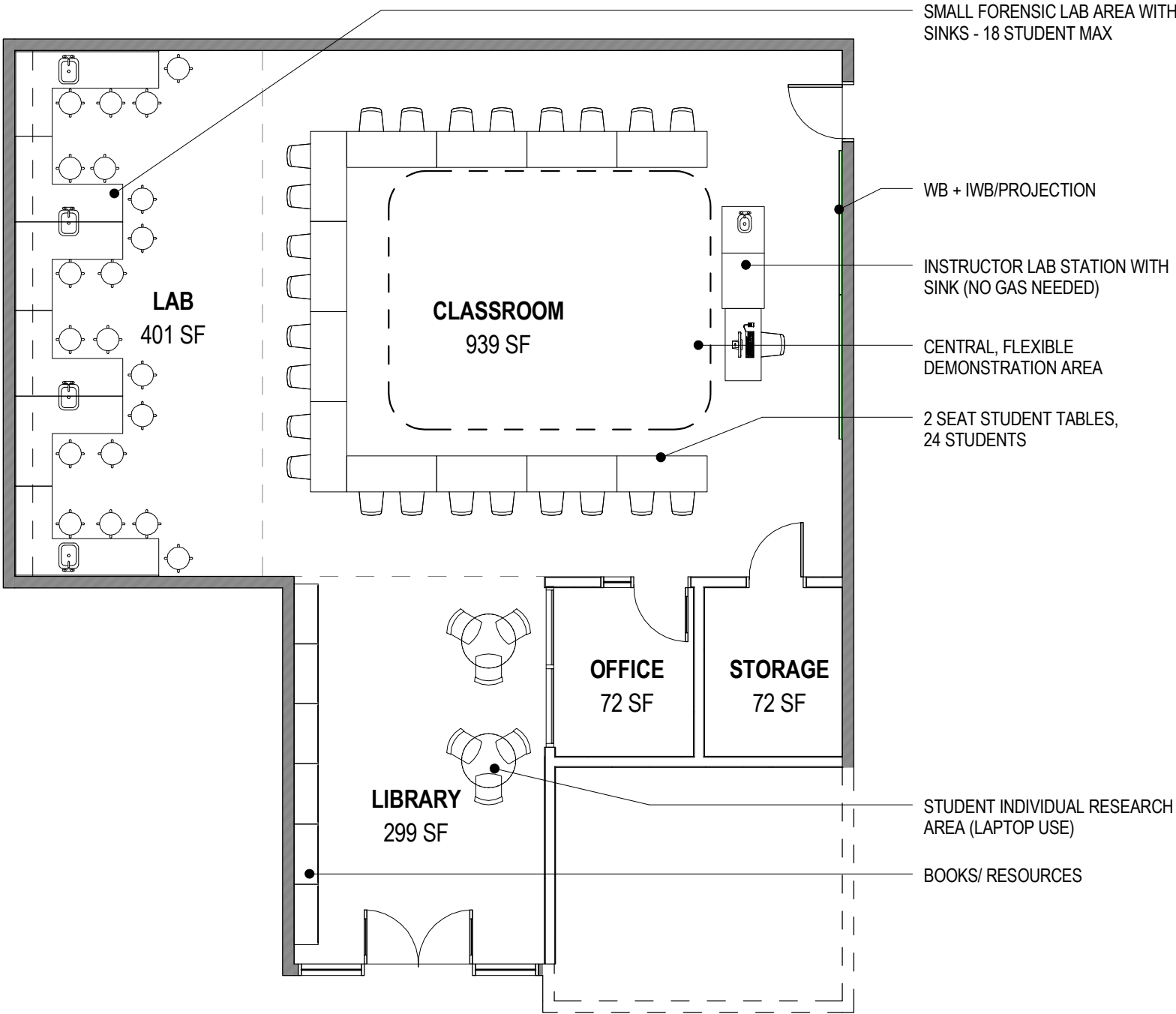


HEALTH SCIENCE TECHNOLOGY

ASC.04

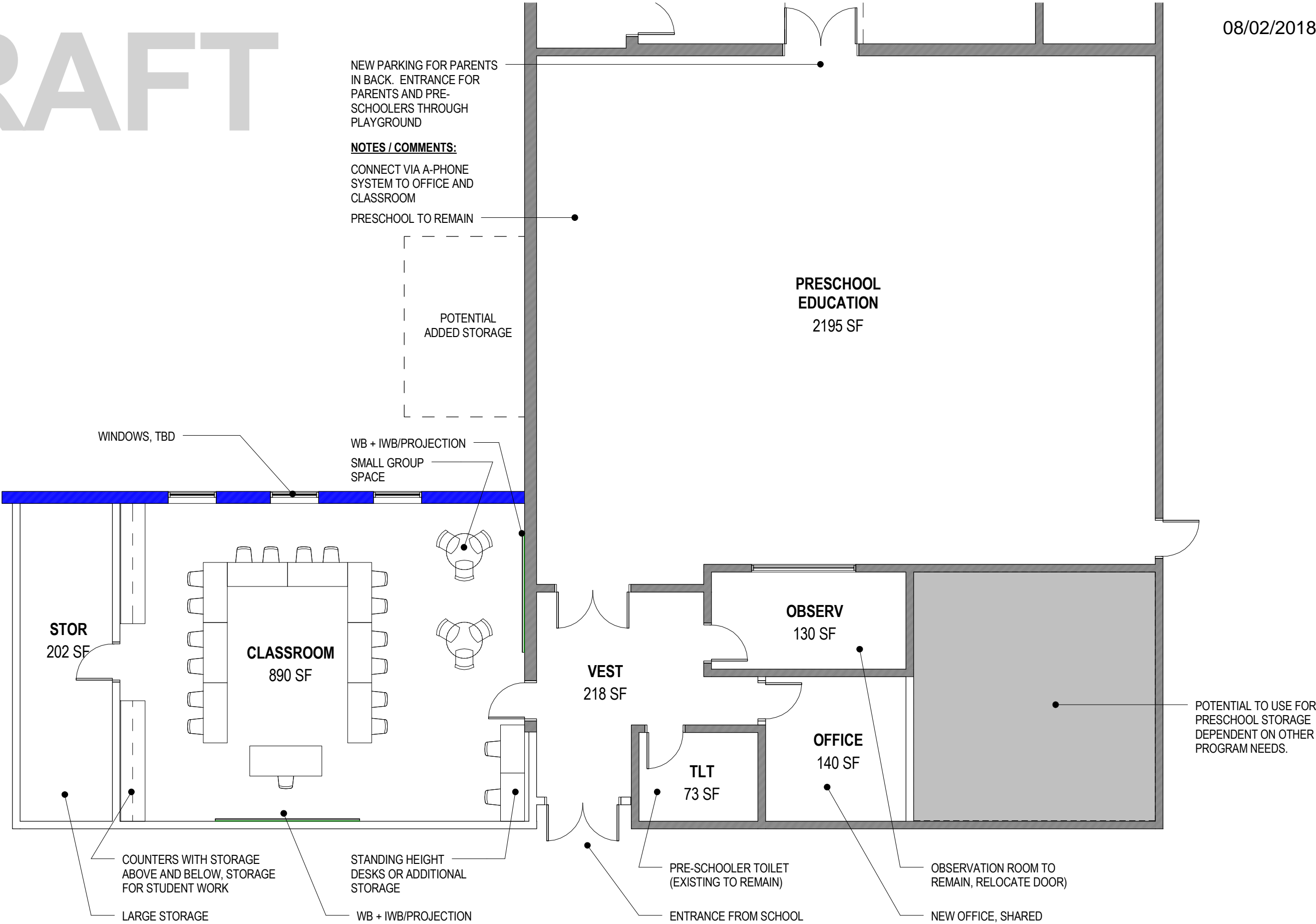
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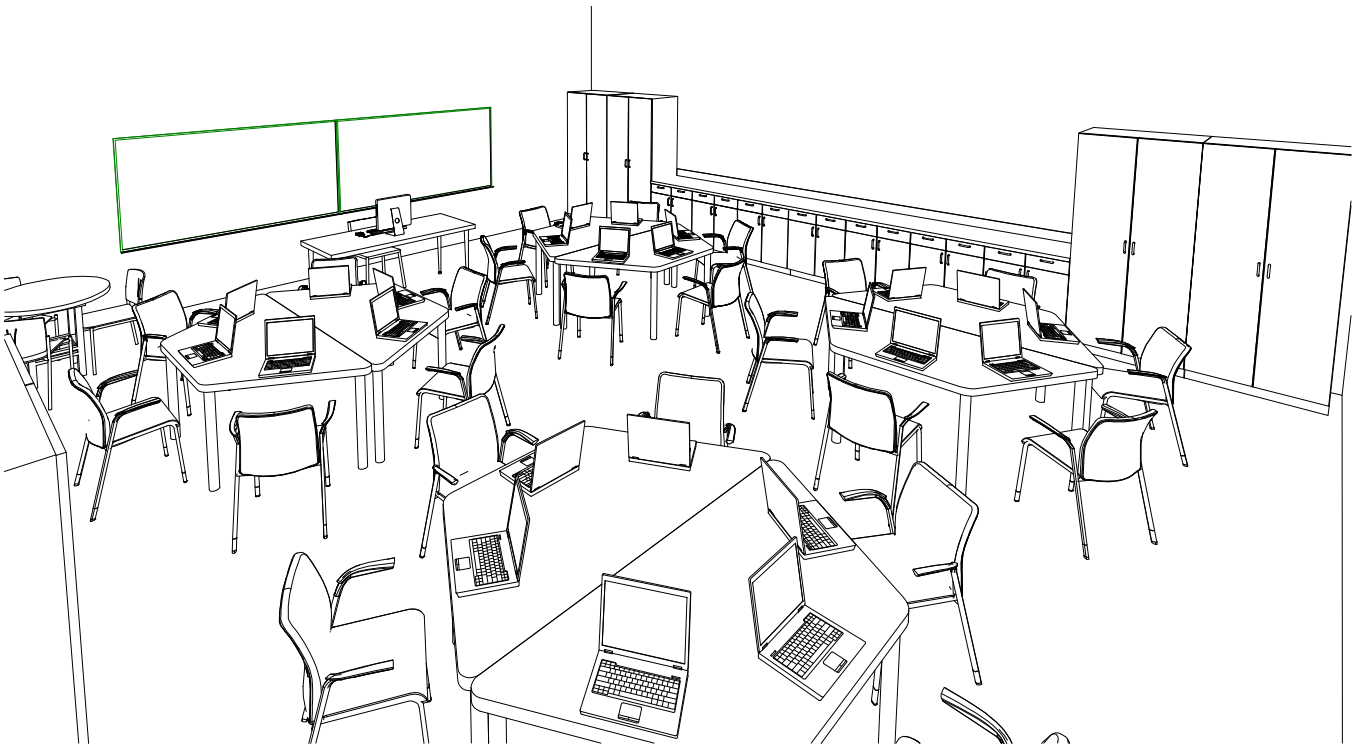
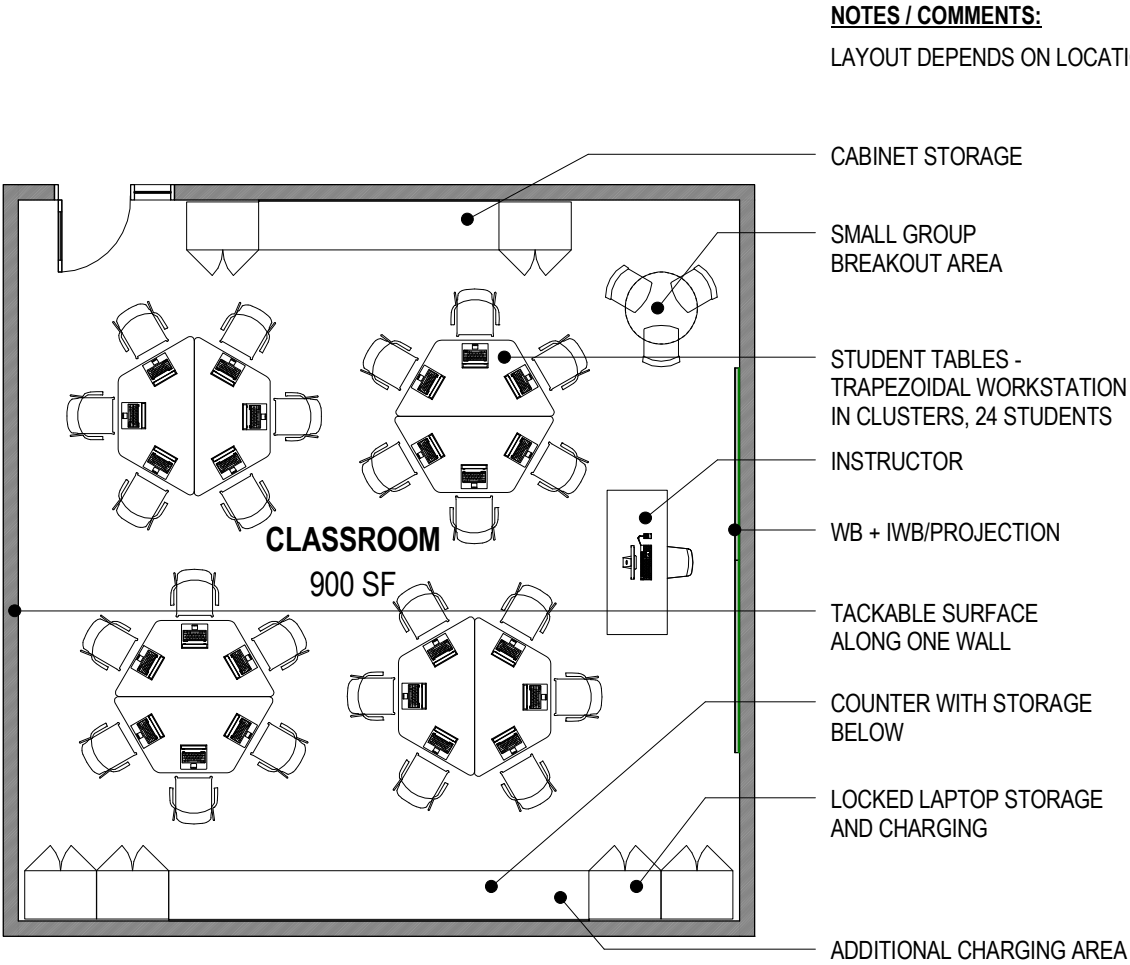


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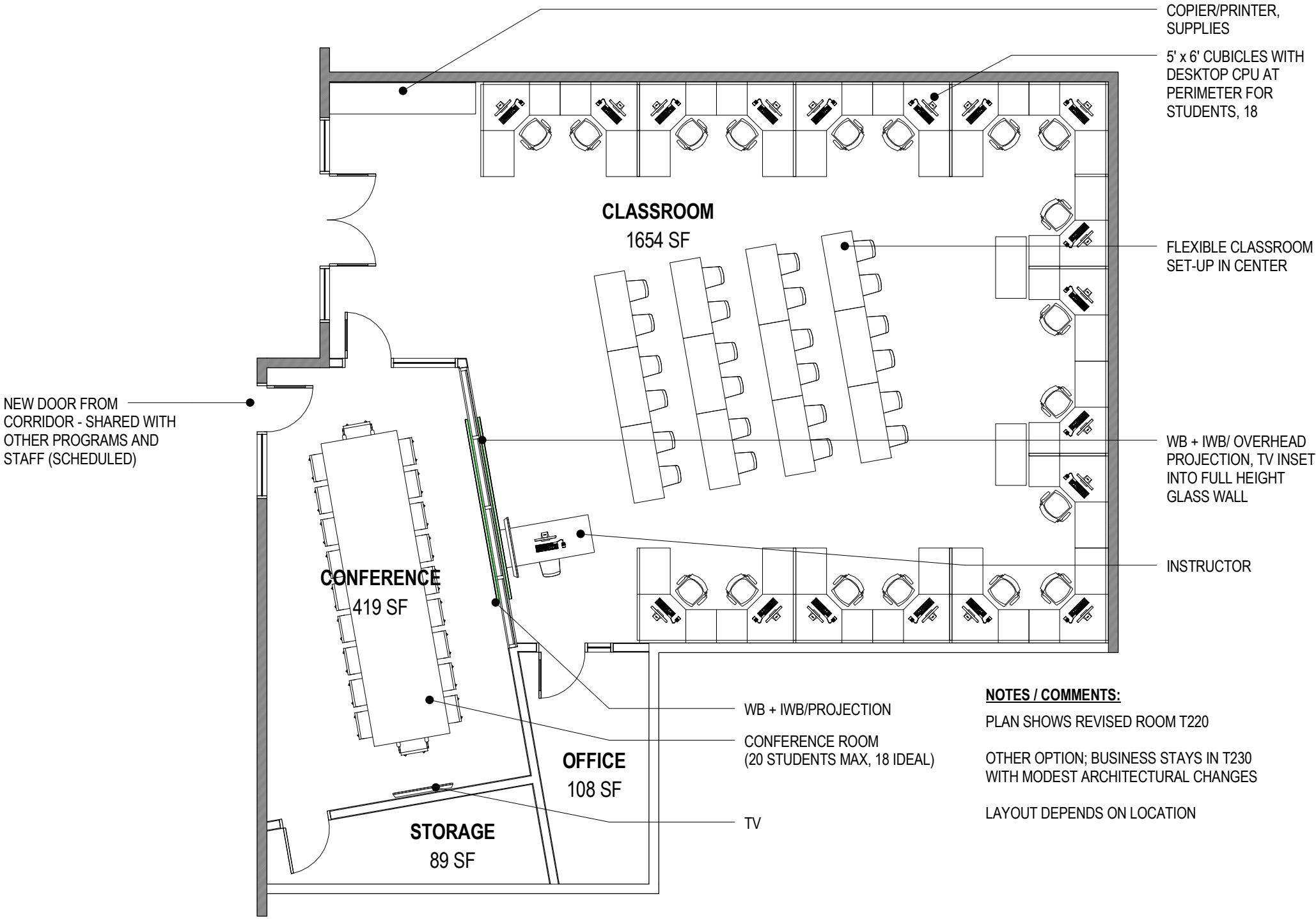
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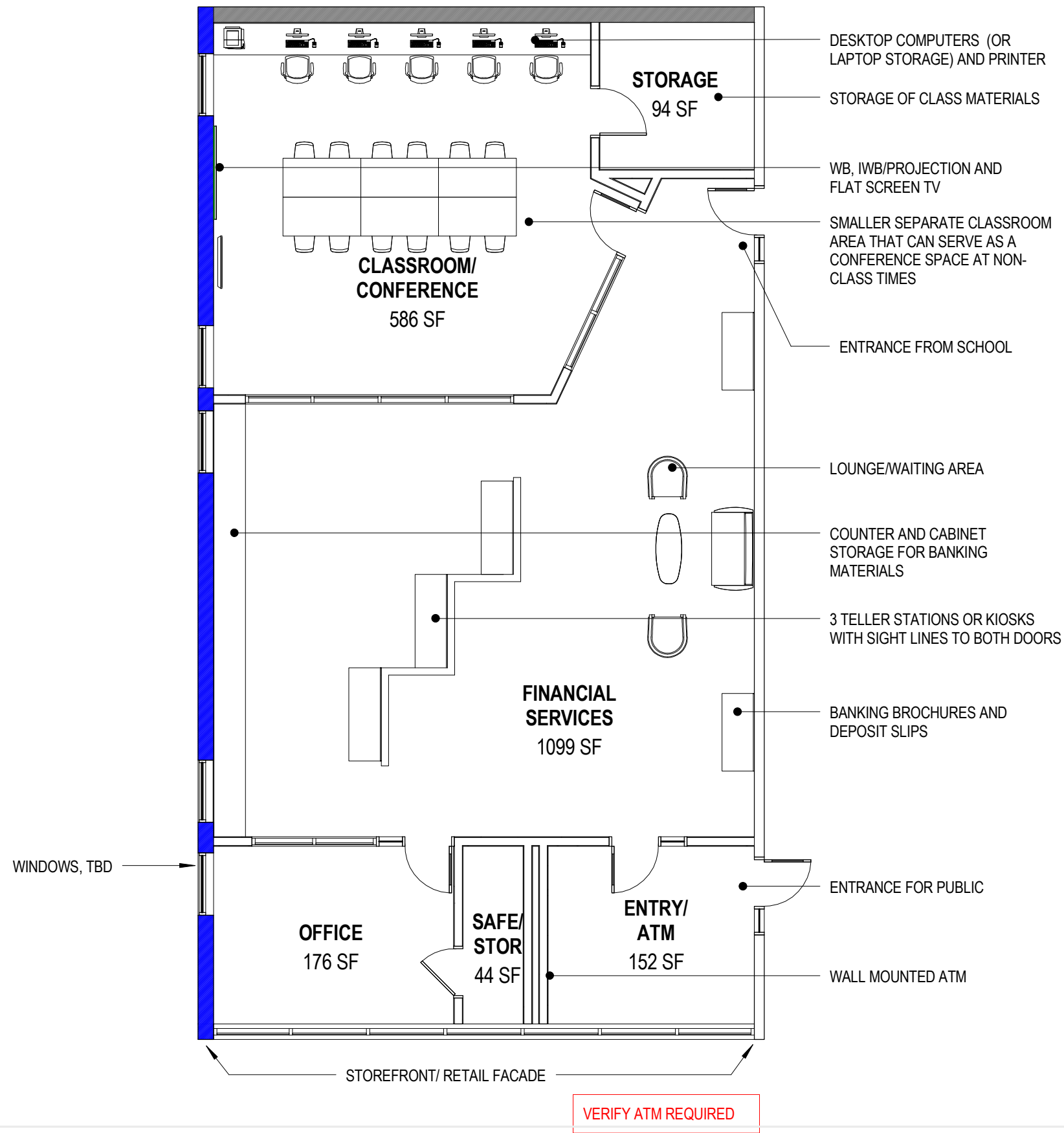
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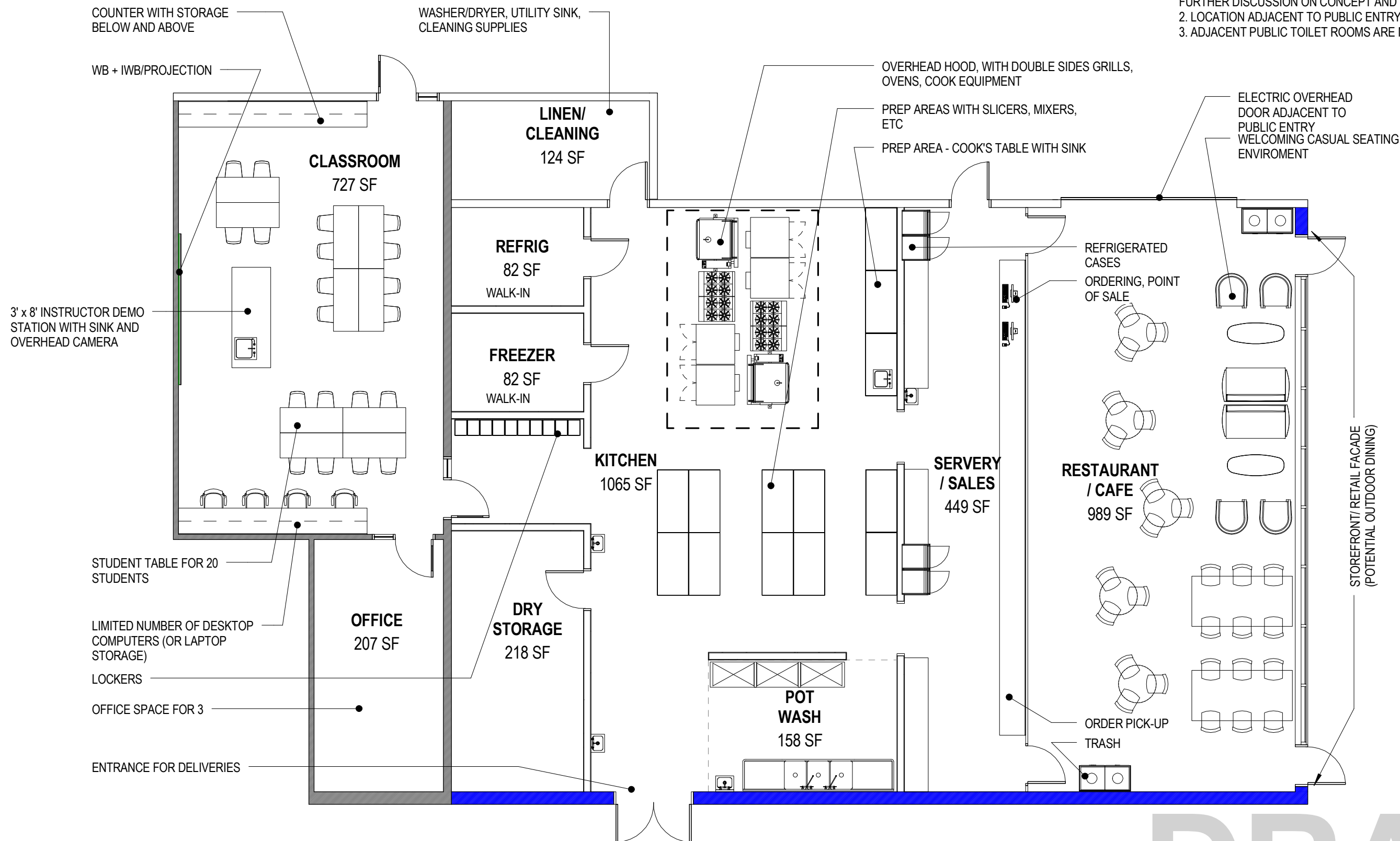
BANKING & FINANCIAL SERVICES

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- NOTES:
 1. SHOWING LAYOUT FOR A FAST CASUAL CONCEPT
 FURTHER DISCUSSION ON CONCEPT AND DESIGN IS NEEDED.
 2. LOCATION ADJACENT TO PUBLIC ENTRY
 3. ADJACENT PUBLIC TOILET ROOMS ARE NEEDED



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RESTAURANT MANAGEMENT

R. W. CRETEAU TECHNOLOGY CENTER AT SPAULDING HS

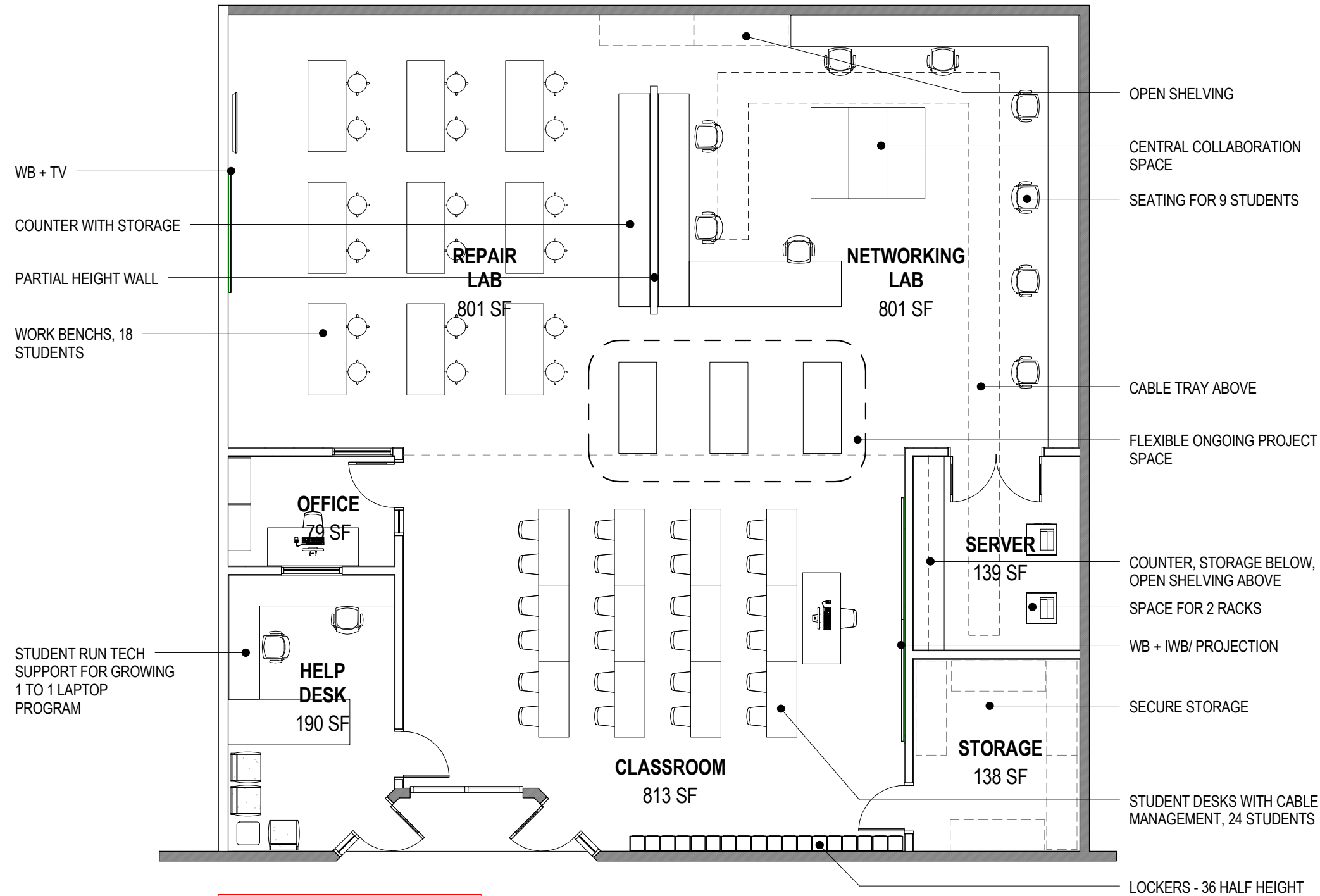
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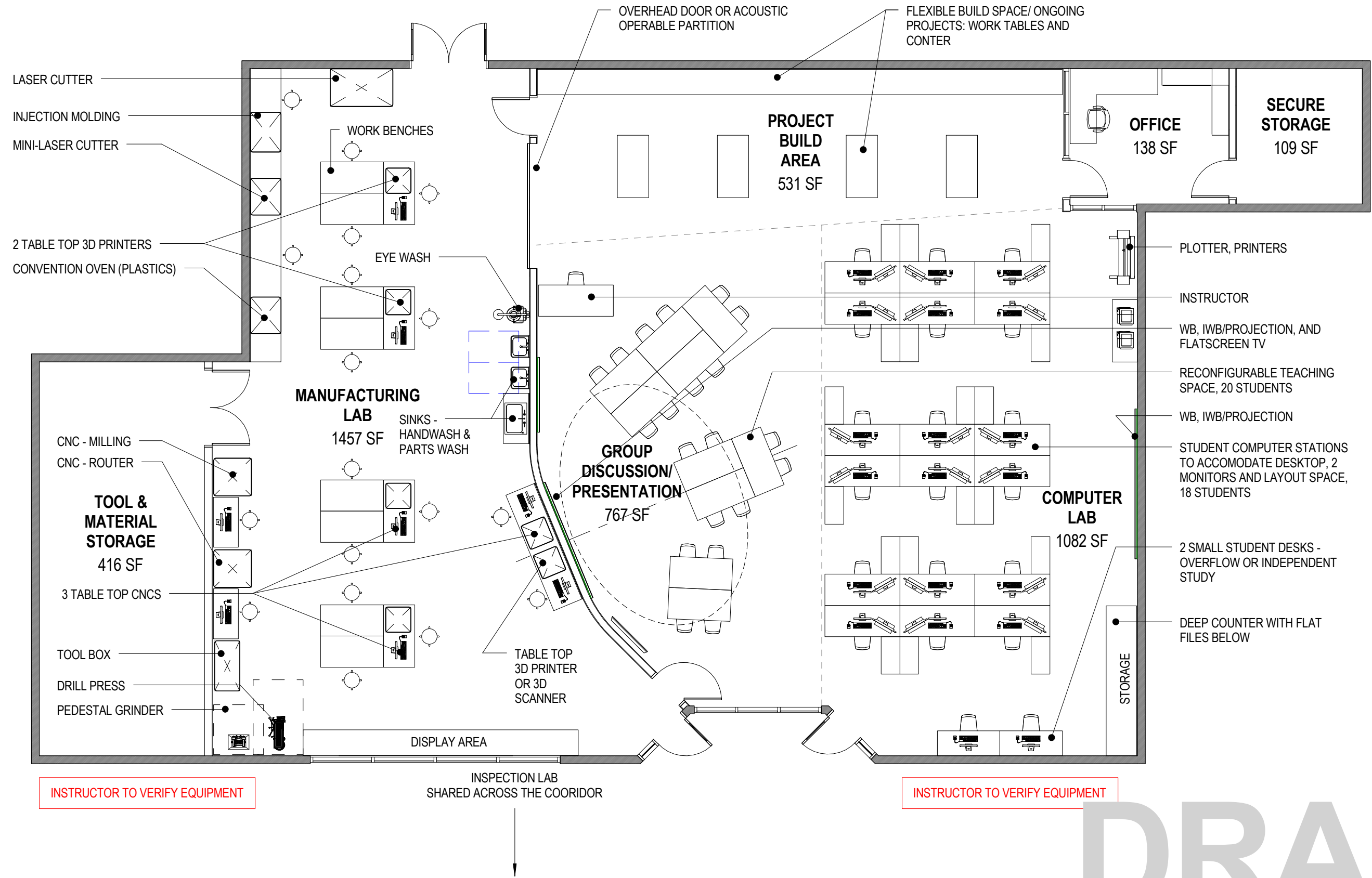
ROCHESTER SCHOOL DISTRICT

LAVALLEE BRENSINGER ARCHITECTS

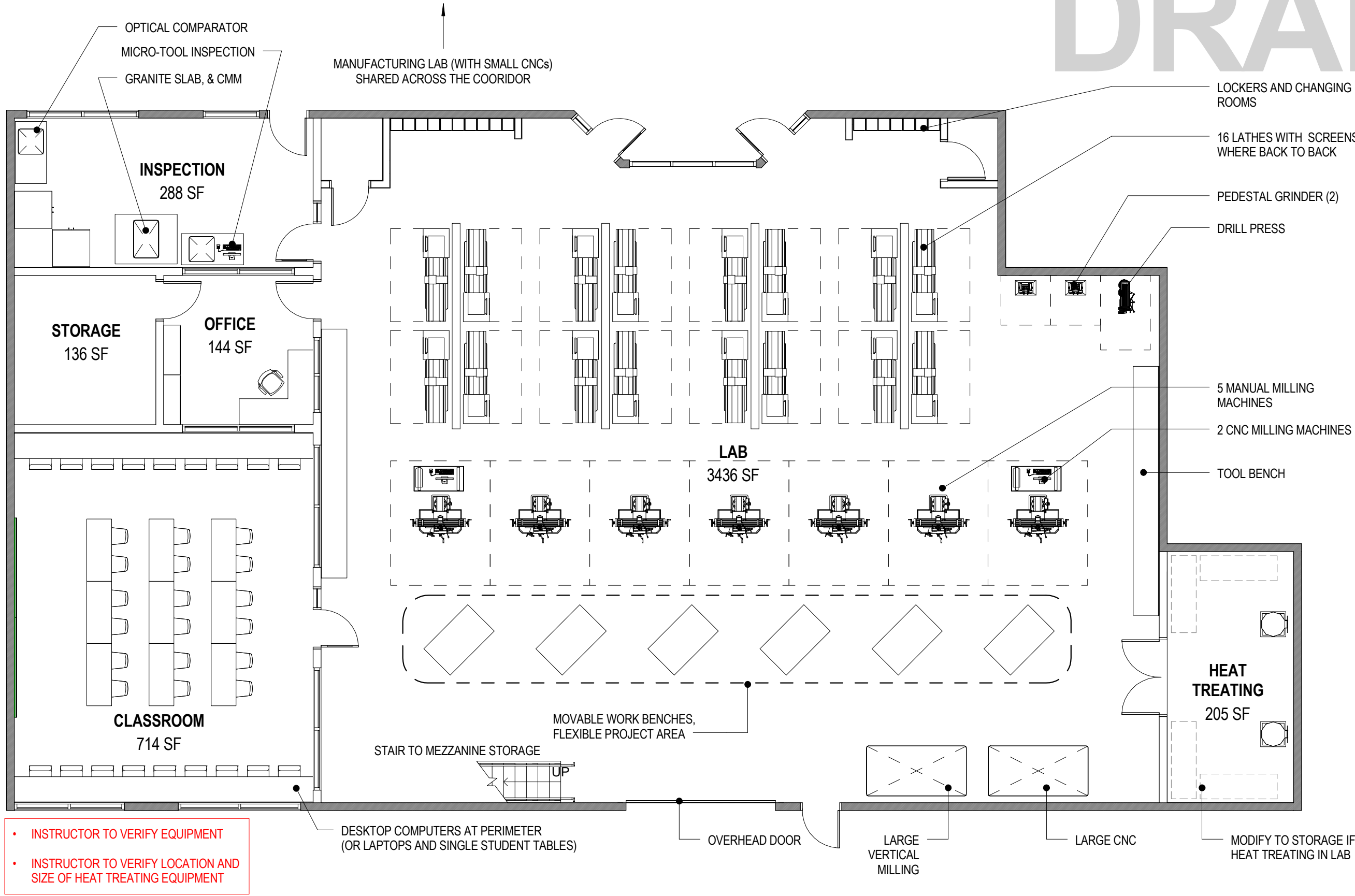


INSTRUCTOR TO VERIFY PROGRAM
NEED - 3 SEPARATE TEACHING SPACES

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PRECISION MACHINING

R. W. CRETEAU TECHNOLOGY CENTER AT SPAULDING HS

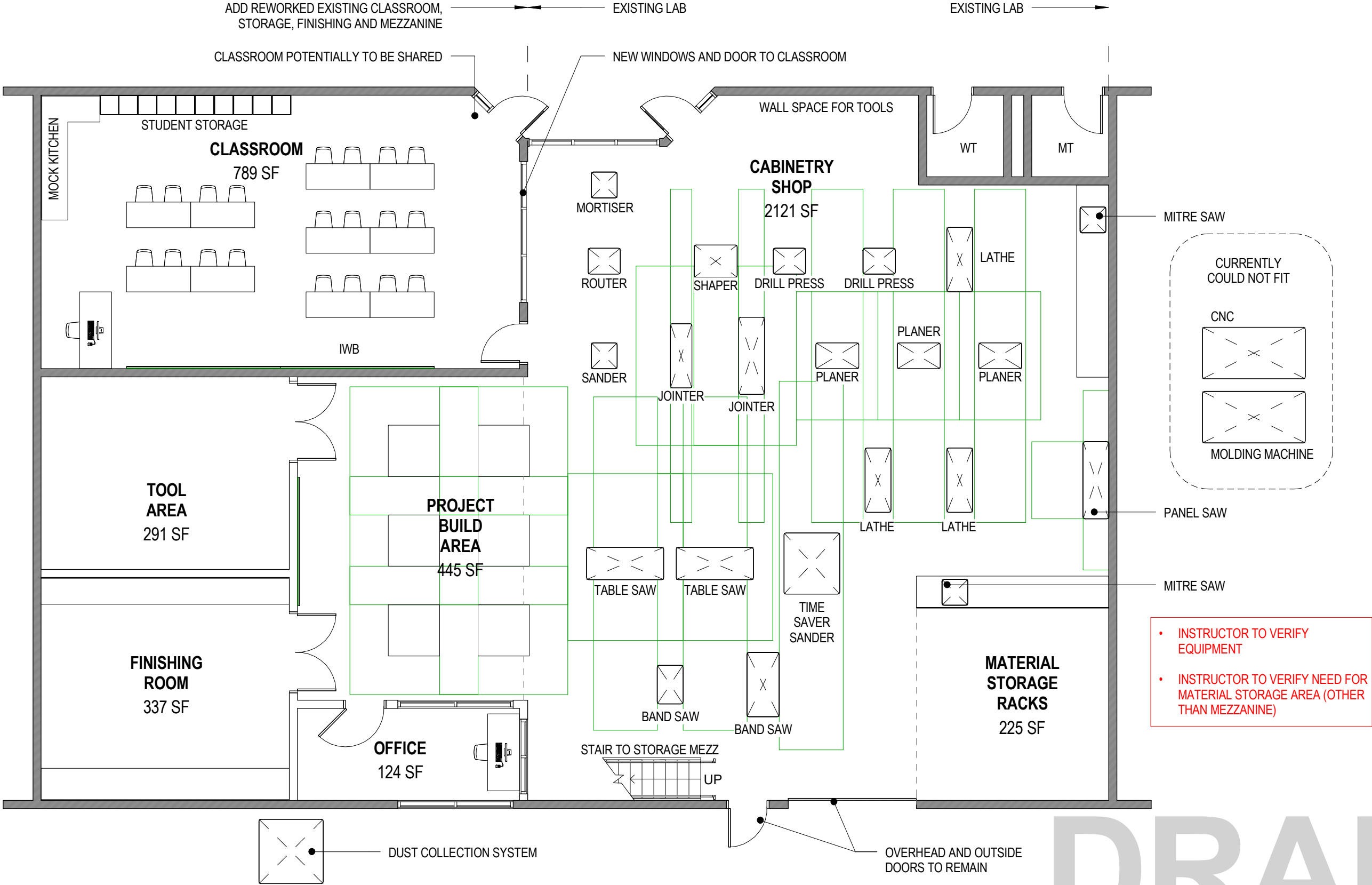
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ROCHESTER SCHOOL DISTRICT

LAVALLEE BRENSINGER ARCHITECTS



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CABINETRY & MILLWORK

R. W. CRETEAU TECHNOLOGY CENTER AT SPAULDING HS

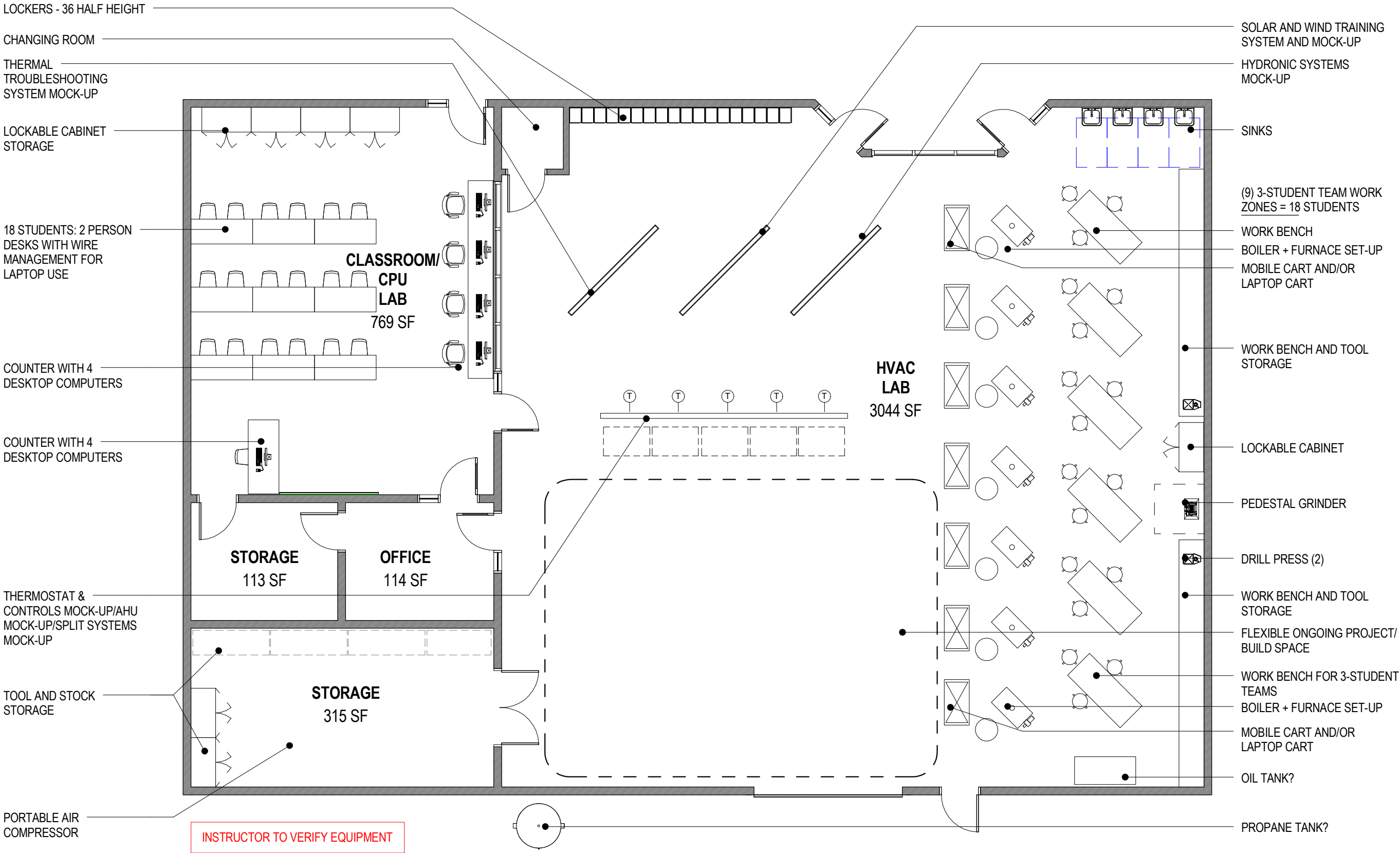
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LAVALLEE BRENSINGER ARCHITECTS

ROCHESTER SCHOOL DISTRICT

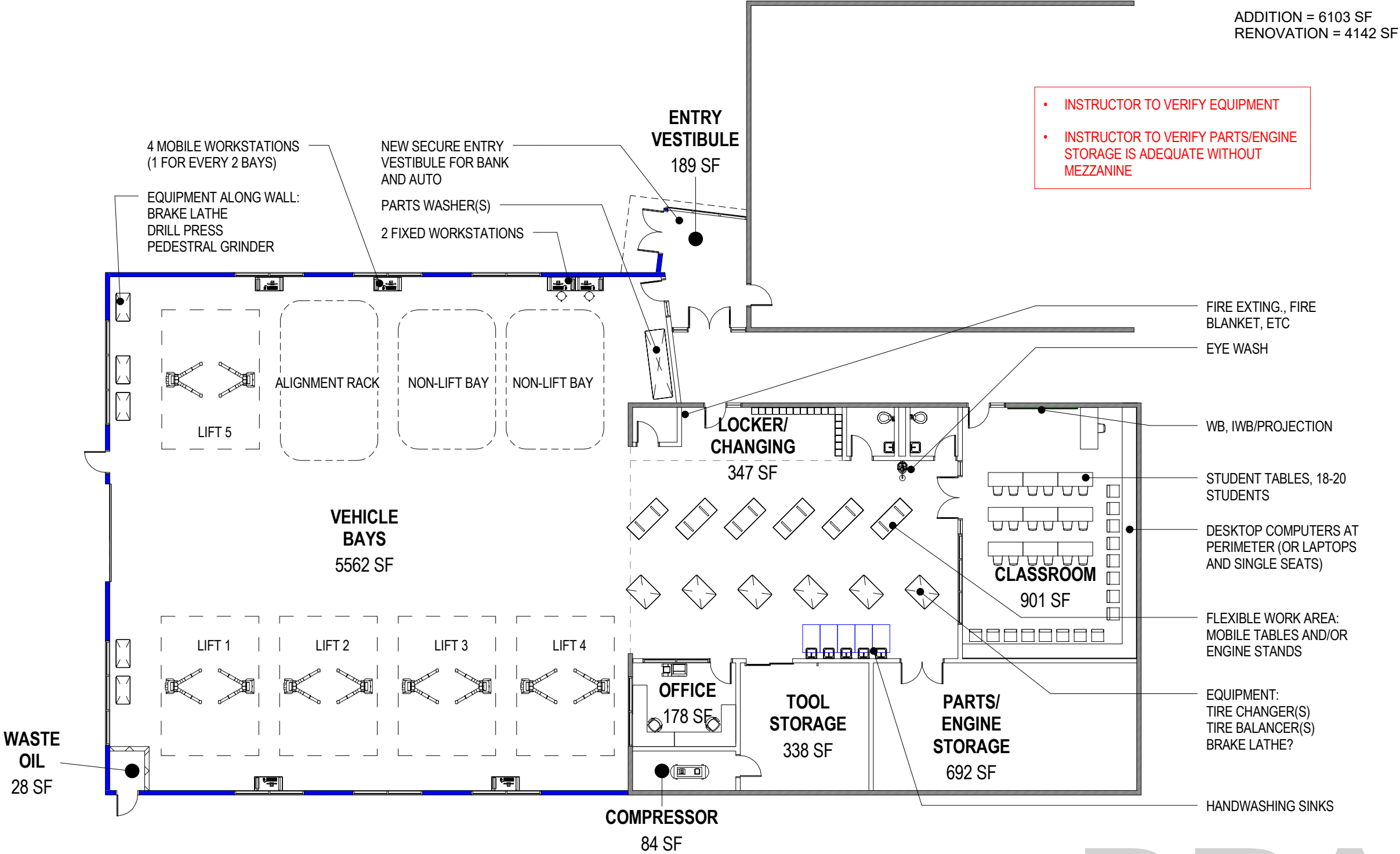


HVAC

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AUTOMOTIVE TECHNOLOGY - ADDITION

R. W. CRETEAU TECHNOLOGY CENTER AT SPAULDING HS

ASC.16

SCALE: 1/16" = 1'-0"

03/15/16

LAVALLEE BRENSINGER ARCHITECTS

ROCHESTER SCHOOL DISTRICT



Mechanical / Electrical Systems Assessment and Narrative

Creteau Technology Center

Prepared For:

Rochester School Department
150 Wakefield St., Rochester, NH 03867

March 18, 2016

Prepared By:

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F&T Project #: 150167.01

1.	PROJECT EXECUTIVE SUMMARY	1
1.1.	GENERAL	1
1.2.	MECHANICAL / ELECTRICAL SYSTEMS	1
2.	FIRE PROTECTION SYSTEMS	1
2.1.	SPRINKLER SYSTEM	1
2.2.	RECOMMENDATIONS	1
3.	PLUMBING SYSTEMS	2
3.1.	DOMESTIC WATER SYSTEM	2
3.2.	SANITARY DRAINAGE AND VENTING SYSTEM	2
3.3.	STORM DRAINAGE SYSTEM	2
3.4.	NATURAL GAS SYSTEM	2
3.5.	RECOMMENDATIONS	2
4.	HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) SYSTEMS	3
4.1.	HEATING SYSTEM	3
4.2.	COOLING SYSTEM	3
4.3.	VENTILATION AND AIR DISTRIBUTION SYSTEM	3
4.4.	AUTOMATIC TEMPERATURE CONTROLS SYSTEM	3
4.5.	RECOMMENDATIONS	3
5.	ELECTRICAL SYSTEMS	4
5.1.	GENERAL	4
5.2.	EXISTING ELECTRICAL SERVICE – NORMAL	5
5.3.	EXISTING ELECTRICAL SERVICE – EMERGENCY	6
5.4.	EXISTING LIGHTING	6
5.5.	EXISTING FIRE ALARM SYSTEM	7
5.6.	RECOMMENDATIONS	7

1. PROJECT EXECUTIVE SUMMARY

1.1. General

F&T has inspected the existing infrastructure supporting the Creteau Regional Technology Center at Spaulding High School. Systems and conditions have been analyzed for potential re-use and upgrade to support the additions renovations proposed for the building. This work includes the complete renovation of the first and second levels and the addition of a larger automotive technology vehicle bay area at the northern end of the building. The entire building will comprise approximately 30,000 square feet of floor area.

The summary below outlines the general configuration and condition of the existing systems. With regard to the proposed additions and renovations, to support project cost estimating efforts, recommendations for modification, upgrade or replacement are also provided.

1.2. Mechanical / Electrical Systems

Fire protection systems are anticipated to remain and be re-configured.

Plumbing systems are anticipated to remain and be re-configured.

HVAC systems are generally anticipated to be removed and replaced or upgraded due to age and the requirements of the proposed renovation.

Electrical systems, which includes the power distribution system, fire alarm system, and lighting systems are generally anticipated to be removed and replaced due to the age and the requirements of the proposed renovation.

2. FIRE PROTECTION SYSTEMS

2.1. Sprinkler System

Existing fire protection at the building is provided via a sprinkler water entrance and automatic sprinkler system. The entrance is located on the east side of the building. There is no fire pump assembly supporting the building.

An existing wet pipe system supports the majority of the occupied spaces of the building. A separate dry-pipe system with galvanized piping and a 1-hp pressure maintenance air compressor supports the unconditioned attic spaces.

2.2. Recommendations

The existing wet pipe sprinkler system shall be re-configured as required to accommodate the proposed architectural renovations. The existing water entrance and backflow preventer, valves and trim shall remain in service, within the existing room. The existing dry pipe system including valves, air compressor, piping, and sprinklers are beyond the expected design life of 25 years for a dry pipe system and shall be replaced in their entirety.

The wet pipe sprinkler system shall be installed to provide full coverage to the building in accordance with NFPA 13. New concealed sprinklers shall be provided throughout the building, in general (all spaces constructed with a ceiling). New upright sprinklers shall be provided as required, in all spaces constructed without a ceiling.

Distribution and spacing of sprinklers will be based on Light Hazard (in general) and Ordinary Hazard Groups 1 & 2 (mechanical, kitchen, workshops, automotive areas, and storage spaces), in accordance with NFPA 13. Quick-response sprinklers will be used to the maximum extent possible. Design densities will be as directed by NFPA and the City of Rochester, NH, fire department.

In addition to sprinklers throughout the building, kitchen hoods shall be provided with a wet chemical fire extinguishing system (i.e., Ansul system), installed in accordance with NFPA 17A and NFPA 96. The dust collector system serving the wood shop shall be provided with fire protection, as required by applicable codes and standards.

Neither a fire pump nor a standpipe hose cabinet requirement is anticipated for this building.

3. PLUMBING SYSTEMS

3.1. Domestic Water System

Existing domestic water service at the building is provided via a domestic water entrance with meter and backflow preventer. The entrance is located on the east side of the building.

Cold water is distributed throughout the first and second floors via an insulated copper piping system.

Hot water requirements are supported via a hybrid system consisting of a hydronic tankless water heater and a gas-fired storage tank water heater. The system is in good-to-excellent condition, having last been renovated in 2014.

3.2. Sanitary Drainage and Venting System

Existing sanitary drainage service at the building is provided via an underfloor main running along the central corridor and to a site connection with municipal services. Venting is via multiple vents through roof distributed throughout the building upper level.

3.3. Storm Drainage System

Existing storm drainage service at the building is provided via an internal roof drain system. There is no piped overflow drainage.

3.4. Natural Gas System

Existing natural gas service at the building is provided via a municipal gas service with regulator and meter located on the west side of the building, exterior of the boiler / mechanical room.

3.5. Recommendations

The existing domestic cold and hot water system shall be re-configured as required to accommodate the proposed architectural renovations. The existing water entrance and backflow preventer, meter and trim shall remain in service, within the existing room.

The tankless water heater fittings and hydronic circulation pump shall be inspected for leaks and corrosion and refurbished as necessary. The storage tank water heater shall remain in service.

The domestic water requirements of the building are not anticipated to be appreciably higher than the existing service and system is adequate to support.

Make-up water for HVAC applications and any other potentially contaminated service shall be provided with a local backflow preventer.

The existing sanitary drainage and venting system shall be maintained to the extent possible at the toilet room areas that are not proposed for re-configuration. The remainder of the system shall be re-configured as required to accommodate the proposed architectural renovations.

A local grease trap will be provided upstream of the sanitary system connection to support kitchen waste requirements.

An ejector pump station requirement is not anticipated for this building.

The existing storm drainage system shall be maintained to the extent possible throughout the building. It's anticipated that the HVAC and electrical work on the project will require the storm system to be re-routed or otherwise modified at specific locations.

The existing gas service shall be maintained to the extent possible, however, it's anticipated that significant extension is to be required to accommodate the new heating boiler location.

4. HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) SYSTEMS

4.1. Heating System

The existing building is currently heated by three (3) hydronic boilers installed around 1996 that are in good operational condition at cursory inspection. The hot water loop pumps, piping and accessories also appear in good operational condition. No specific recurring or ongoing issue was raised by facility staff.

The hydronic piping system supports ventilation heating for the common spaces and large open lab and workshop spaces, as well as perimeter radiant baseboard heating throughout the building.

4.2. Cooling System

There is no existing central cooling system. Spaces that are provided with cooling primarily include upper level labs and classroom spaces. These are cooled via individual split DX units with exterior rooftop-mounted condensing units and typically wall-mounted or ceiling-cartridge type interior fan coils.

4.3. Ventilation and Air Distribution System

Ventilation is currently provided via multiple hydronic heating and ventilating units located throughout the building (one rooftop installation). Open workshop spaces are generally supported by a dedicated unit. Classrooms and labs are typically zoned together. Systems are in generally fair operating condition, save the exterior unit, which exhibits significant corrosion and damage as expected for its age. These systems are all at least 20 years old, and nearing the end of their expected useful service lifespans.

4.4. Automatic Temperature Controls System

The existing systems are controlled via a central pneumatic system with a compressor in the second floor mechanical room.

4.5. Recommendations

The existing boilers, pumps, piping and accessories in and around the existing mechanical room shall be removed, due to age and proposed renovation program. Two (2) new 1000 MBH output condensing boilers shall be provided in a new second level mechanical room. Two (2) new 70 GPM, 75' head in-line pumps shall be provided for hydronic circulation.

The existing hydronic piping system shall be re-configured as required to accommodate the new central boiler locations and the proposed architectural renovations.

The hydronic system shall support ventilation and space heating throughout the building, via systems including central energy recovery units, unit and cabinet unit heaters, and perimeter baseboard radiation.

No central cooling system shall be provided. Cooling shall be provided via packaged or split DX condensing units associated with new energy recovery units or rooftop units as described below. Isolated spaces requiring cooling, such as the proposed Financial Services space, shall be provided with local split DX systems.

Ventilation shall be typically provided via packaged rooftop (or grade-mounted) energy recovery units (ERU's). Each ERU shall be provided with supply fan, return fan, enthalpy wheel, hydronic heating coil, DX cooling coil and filtration. Where required open workshop spaces require exhaust of hazardous airflow or particulate, a make-up air unit only shall be provided. These heating and ventilation (HV) units shall be provided with supply fan, hydronic heating coil and filtration.

Units are anticipated to be as follows:

- ERU-1: lower level east classrooms; 10,000 CFM; 2.5" wg ESP (SA) & 1.5" wg ESP (RA).
- ERU-2: lower level southwest spaces; 3,000 CFM; 2.0" wg ESP (SA) & 1.0" wg ESP (RA).
- ERU-3: lower level central spaces; 3,000 CFM; 2.0" wg ESP (SA) & 1.0" wg ESP (RA).
- ERU-4: upper level spaces; 10,000 CFM; 2.5" wg ESP (SA) & 1.5" wg ESP (RA).
- HV-1: metal workshop; 5,000 CFM; 1.5" wg (ESP) SA.
 - With dedicated exhaust fan.
- HV-2: HVAC & plumbing; 5,000 CFM; 2.0" wg ESP (SA) & 1.0" wg ESP (RA).
- HV-3: wood workshop; 5,000 CFM each; 1.5" wg (ESP) SA.
 - With dedicated exhaust fan.
- HV-4: auto technology; 7,500 CFM; 2.0" wg ESP (SA) & 1.0" wg ESP (RA).
 - With dedicated exhaust fan.

Dedicated exhaust shall be provided for noxious or hazardous locations, such as kitchen or toilet room. Kitchen fans shall be heat / grease rated.

The ductwork shall be galvanized steel throughout, with the exception of welded black steel fire-wrapped ductwork serving the kitchen hood exhaust.

A new woodshop exhaust system will be provided to handle exhaust from the various woodshop machines. Exhaust will connect to the machinery through flex connections to a hard ducted class 10 duct system to the dust collector. The dust collector will be mounted on grade and discharge to a 55 gallon drum.

Welding fume exhaust snorkels will be provided for the metals lab and be ducted through a medium pressure duct system to a roof mounted utility fan.

All new equipment shall be controlled by a new Building Management System (BMS). The BMS shall be an open protocol, BACNet communication system. Existing equipment to remain shall be tied into the new system.

5. ELECTRICAL SYSTEMS

5.1. General

The proposed renovation of Creteau Technology Center will include demolition of the existing building electrical infrastructure (Normal and Emergency) and replacing with new infrastructure. The new building electrical distribution system shall be in compliance with the 2014 Edition of the NEC.

5.2. Existing Electrical Service – Normal

Normal electrical service to the building is provided from PSNH overhead from onto the site. The service then goes underground to a pad mounted transformer located on the East side of the building. The secondary feeders are then routed underground to a 1200 Amp, 480/277 Volt, 3 Phase, 4 Wire, switchboard located on the first floor of the building in the main electrical room. The Main Switchboard consist of 2 sections, the main circuit breaker/incoming line section and the distribution section. The distribution section distributes power to the remainder of the building and includes the following feeder circuit breakers:

- 45 Amp – Spare
- 45 Amp – PPST via DTST
- 45 Amp – PPDT via DTD
- 45 Amp – PPA1 via DTA1
- 60 Amp – Panel PP1A via DT1A
- 100 Amp – Spare
- 300 Amp – Panel LP2A
- 200 Amp – Auto Transfer Switch
- 200 Amp - Panel LPA
- 45 Amp – Elevator
- 45 Amp – PP1AC via DT1AC
- 45 Amp – PPPE via DTPE
- 45 Amp – PPCM via DTCM
- 60 Amp – PPAL via DTAL
- 100 Amp – Spare
- 100 Amp – PPGA via DTGA
- 100 Amp – Panel PPH via DTH
- 150 Amp – Panel PPMT via DTMT
- 200 Amp – Panel LPB
- 150 Amp – PP2B (2nd Floor)

The main switchboard of the building, which is original to the buildings construction, is a QED type switchboard as manufactured by Square D and appears to be in fair physical condition. The main circuit breaker includes an electronic trip and ground fault protection, rated for as a service disconnect switch.

In addition to the switchboard being original to the building, the majority of the electrical power distribution system, which means the equipment is at the end of its useful life of 25 years. Therefore, replacement parts will become more difficult to acquire in the future as the equipment ages and requires more maintenance to keep operational.

The first floor of the building includes panelboards with associated transformers located in the labs that they serve, which leaves the panelboards subject to physical damage and the violations of the working space clearance required in front of the equipment. Additionally, the majority of the panelboards located within the labs are recess mounted in the walls. Since the walls are constructed of concrete block, it makes it difficult to install new branch circuits from the existing panelboards.

The second floor of the building has the majority of the electrical distribution equipment, with the exception of the Kitchen, centralized in the electrical room. It should be noted that the 2nd floor electrical room is not a 1 hour rated room in accordance with the latest codes since the room includes transformer rated 112.5 kVA. Power is then distributed to each of the classrooms and offices on the floor from the electrical room. The Kitchen distribution equipment, including an emergency power panel is located in the storage closet of the Kitchen. The kitchen panel KP-1 appears to be newer and in good condition.

Panelboard Summary Table

Panelboard	Room	Manufacturer	Recessed or Surface	Condition	Working Space Issue
First Floor					
PPPE	Pre-Engineering Lab	Square D	Recessed	Poor	Yes
PPAL	Auto Lab	Square D	Recessed	Poor	Yes
PPB	Auto Lab Mezz	Square D	Surface	Fair	No
LPB	Auto Lab Mezz	Square D	Surface	Fair	No
PPCM	Photo Lab	Square D	Recessed	Poor	Yes
PP1A	Wood Lab	Square D	Surface	Poor	Yes
PPMT	Machine Tool Lab	Square D	Recessed	Poor	Yes
PPDT	Drafting Lab	Square D	Recessed	Poor	No
Unlabeled	CJC	Siemens	Surface	Good	No
EPA	Storage	Square D	Surface	Fair	No
LPA	Storage	Square D	Surface	Fair	No
PPA	Storage	Square D	Surface	Fair	No
EPM	Mechanical	Square D	Surface	Fair	No
Unlabeled	HVAC Lab/Classroom	GE	Surface	Fair	No
LVP/PPH	HVAC Lab/Classroom	Square D	Recessed	Poor	Yes
PPGA	Graphic Arts Classroom	Square D	Recessed	Poor	Yes
PPST	Hort Lab	Square D	Recessed	Poor	No
Second Floor					
KP1	Kitchen Storage	GE	Surface	Good	Yes
EP1	Kitchen Storage	Square D	Surface	Poor	Yes
PP2A-LS	Electrical Room	Square D	Square D	Poor	Yes
PP2A-RS	Electrical Room	Square D	Square D	Poor	Yes
LP2A	Electrical Room	Square D	Square D	Fair	Yes
PP2A	Electrical Room	Square D	Square D	Poor	Yes
PP2B	Electrical Room	Square D	Square D	Poor	Yes

5.3. Existing Electrical Service – Emergency

The buildings emergency distribution power is provided from a Generac 480V, 3 Phase, 4 Wire, generator located in the first floor Mechanical Room. Although nameplate information was not observed on the generator, it is estimated the existing generator to be between 100 and 150 kW based upon the distribution panelboard it serves. The generator appears to be in fair physical condition, however, given the age of generator, it is at the end of its useful life of 25 years.

The emergency generator feeds a distribution panelboard (EPM) via a Generac ATS, that serves both life safety and standby power, which isn't in accordance with the latest electrical code (NEC). Life safety and Standby power circuits are required to be powered from separate ATS's in order to increase the reliability of the emergency electrical system. Emergency panelboards are located within the first floor storage room, kitchen storage, and the 2nd floor Electrical Room.

5.4. Existing Lighting

Lighting throughout the building mostly consist of linear fluorescent light fixtures and compact fluorescent down light fixtures throughout all labs, offices corridors, and common spaces. The building also equipped throughout with manual lighting controls.

5.5. Existing Fire Alarm System

The building is equipped throughout with a fully addressable fire alarm system that ties into the high school fire alarm system. Fire alarm detection throughout the building appeared to be in compliance with the latest building code and was recently evaluated by the Rochester Fire Department. The deficiencies, which were related to the building not including a voice evacuation system were addressed by another project, however, due to the proposed renovations of the buildings, the fire alarm system will need to further reevaluated based upon the proposed building layout.

5.6. Recommendations

F&T recommends the existing electrical distribution system be removed and replaced due to its age, physical condition, and major renovations proposed at the school. A new pad mounted transformer shall be provided and located adjacent to the building in order to serve the building renovation. The exact location of the transformer and the utility pole providing the primary power feeders shall be determined during detailed design. Preliminary calculations have determined the pad mounted transformer to be approximately 750-1000 kVA. The primary voltage from the utility is assumed to be 13.8kV, however, the exact voltage shall be confirmed with PSNH during detailed design. Power shall be distributed to the building at 480/277Volt, 3-phase, 4 Wire from the secondary of the pad mounted transformer.

Power distribution within the building shall be distributed via a new 1200 to 1600 Amp, 480/277 Volt, 3 phase, 4 wire, switchboard to be located in a new Main Electrical Room centrally located on the first floor of the building.

Each lab and the restaurant shall be provided with a dedicated panel, similar to how the existing electrical infrastructure within the building. However, electrical closets are recommended in order to protect the panels from physical damage and maintain the working space required in front of the panelboards.

On the second floor, an additional electrical closet is recommended for the location of 120/208 Volt panelboards in order to minimize the branch circuit lengths due to the quantity of 120 Volt computer branch circuits required for the classrooms and offices.

The existing electrical service shall be maintained throughout construction and in order to maintain the existing electrical service, a new electrical room shall be constructed and the existing shall be maintained until the new electrical service is operational.

The new lighting will ultimately be determined via coordinated effort between architects and engineer but the following F&T recommends the new lighting system consist of energy efficient LED lighting throughout the building and provided at 277 Volt. Lighting in all areas shall be 3500k and selected to maximize compliance with ASHRAE 90.1 for a maximum power density of 1.2 W/ft2. Lighting fixtures shall be controlled in general by local switches, however additional functionality shall be provided to maximize energy efficiency including, dimmers, occupancy sensors, photocell controls, and scheduled controls.

A fully-addressable, non-coded, microprocessor-based, voice evacuation fire alarm system will be provided throughout the building. The system shall be tied into the adjacent high schools main fire alarm control panel located at the Gym. The fire alarm control panel (FACP) will be located at the main entrance. A fire alarm master box with 24hr red light, a fire alarm beacon, and a knox box will be located on the building exterior near the main entrance.

Fire alarm system shall be wired as a Class A system with two independent fire alarm loops/risers per floor; each loop/riser supply and return path shall be run in a one-hour fire rated enclosure for survivability. Wiring method for fire alarm conductors is type AC cable, minimum conductor size #14AWG.

Manual pull stations shall be provided at each building and floor exit.

The sprinkler system shall be monitored via tamper and flow switches. If the tamper and flow switches are located in the ceiling behind an access panel then remote-indicating lights shall be required.

Standard type smoke detectors shall be provided in electrical closets and rooms, in IT closets and rooms, corridors and other common areas. Heat detectors shall be provided in mechanical rooms and janitor's closets. All mechanical air-handling systems over 2000cfm shall be provided with duct smoke detectors and remote test/reset stations that are programmed to automatically shut down the associated air-handling system.

ADA approved speaker/strobe (75cd) units shall be provided throughout the corridors, in the stairwells and in common bathrooms. Higher candela level (110cd) speaker/strobe units shall be provided in large open areas, mechanical rooms and where required by NFPA and ADA. Strobe only units shall be provided in public and semi-private bathrooms. Strobes shall be synchronized throughout.

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City Clerk's Office

Public Safety Committee
Council Chambers
July 18, 2018
7:00 PM

MEMBERS PRESENT

Councilor David Walker
Councilor Robert Gates
Councilor Geoff Hamann
Councilor Jeremy Hutchinson
Councilor Peter Lachapelle

OTHERS PRESENT

Michael Bezanson, PE, City Engineer
Gary Boudreau, Deputy Police Chief
Dan Camara, GIS/Asset Mgmt. Technician
Chief Mark Klose, Fire Department

Minutes

Councilor Walker brought the meeting to order at 7:00 PM.

1, Public Input

There were no members of the public present.

2. E911 Update

Deputy Chief Boudreau stated that he did not have an update for the Committee; he was out of the office on the day of the meeting and he will find out how the meeting went on Thursday. He said he believes they are still on track for the September public hearing for Eastern Avenue. He also stated that the entire Rochester Neck Road needs to be renumbered and they are working with Waste Management to do that. Councilor Walker asked if there was going to be other streets beside Eastern Avenue and Rochester Neck Road that would be renumbered. Deputy Chief Boudreau said they talked about other streets particularly the 2 Main Streets. Chief Klose stated that they have to address street issues as they are brought forward from 911 and the Committee would have to deal with those streets as they come in.

3. Emergency Management Updates

Chief Klose addressed the weather event that occurred on Tuesday. He said the Fire Department responded to a structure fire that was not weather related, it was

confined to the kitchen and due to cooking with oil. The NHDOT shed near the bypass was struck by lightning during the storm. There was damage to one of the radio towers, one of the antennas blew off the tower and fed back into the building, there was little damage to the building. They did have multiple calls. They responded with mutual aid to Somersworth, they had a few blocks that had some damage from the storm. Chief Klose said they are on track with the Hazard Mitigation Plan; it is at Strafford County Planning. He said on the Emergency Management side of things, EMD's statewide are requesting the presentation for the warming facility that was presented in December and January, by Chief Klose and Tori Genison of Strafford Regional Planning Commission. Councilor Walker asked if there was a procedure for the warming shelter. He said yes and that Strafford County is working on a shelter plan and that they would add to the plan they already have in place. The Emergency Preparedness Grant is still on going, they are working with Julian Long, the grant coordinator, on this.

4. Dry Hill Road-Speed Limit Sign Request (kept in committee pending data)

Councilor Walker summarized the issue. Deputy Chief Boudreau said that the speed trailer had an extended stay on Dry Hill Road; the vehicle that tows the trailer was in the shop for bodywork. The speed trailer was on Dry Hill Road for 26 days. There were 16,700 vehicles that traveled Dry Hill Road during that time period with the 85th percentile speed being 38.3 mph and the average speed being 32.3 mph. Deputy Chief Boudreau said the highest speed was 76 mph which occurred after 10:00 PM and in the afternoon there were a couple that were going 60+ mph. ***Councilor Hamann made the motion to deny the "speed limit" sign on Dry Hill Road. The motion was seconded by Councilor Gates. Unanimous voice vote carried the motion.***

5. Other

Hansonville/Flagg Road Line of Site-Update

Mr. Bezanson gave an update to the committee regarding the Hansonville/Flagg Road line of site work that was done. He stated that the trimming work was complete. Councilor Lachapelle asked Mr. Bezanson if the work was needed. Mr. Bezanson said yes there was definitely a need for trimming and it has been completed.

City Hall Parking Signs

Mr. Bezanson said that the signs that the City Council approved for the City Hall parking lot and the downtown crosswalks are on order and will be installed in the upcoming weeks.

Collins Circle-Street Light

Mr. Bezanson said that he has received one quote for the streetlight on Collins Circle. He said that the work was more substantial than just adding a streetlight to the pole. They are moving forward with this and are in the process of getting more quotes.

Police Presence Downtown

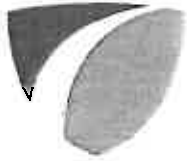
Councilor Hamann said that based upon statements made at last night's City Council meeting it seems to be perceived that there is not a police presence downtown. Deputy Chief Boudreau stated that there has already been an increased bicycle police presence this summer. He also said that he has a meeting tomorrow with the Chief of Police and some others to discuss this issue, so that a plan can be presented to the Council and the citizens. Councilor Walker added that the public input at last night's City Council meeting was kind of disturbing regarding the perception of a lack of police presence in the downtown. He asked Deputy Chief Boudreau to please forward the plan and information to the Public Safety Committee when there is something in place.

Councilor Gates made the motion to adjourn the meeting at 7:10 PM. Councilor Lachapelle seconded the motion. The motion passed unanimously.

Minutes respectfully submitted by Laura Miller, Secretary II.

Extended Speed Summary Report

Generated by Gary Boudreau from City of Rochester (NH) on Jul 18, 2018 at 6:36:25 PM



Time of Day: 0:00 to 23:59

Site: Dry Hill Rd near 4 corners, NB

Dates: 6/22/2018 to 7/17/2018

Overall Summary

Total Days of Data: 26

Speed Limit: 30

Average Speed: 32.27

50th Percentile Speed: 32.53

85th Percentile Speed: 38.31

Pace Speed Range: 29.0-39.0

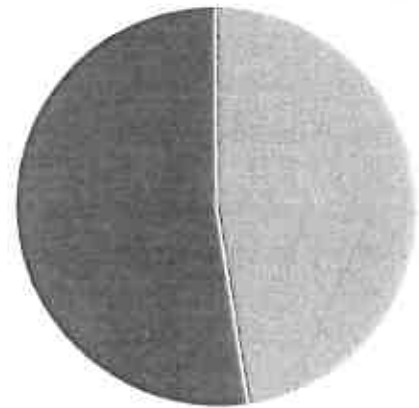
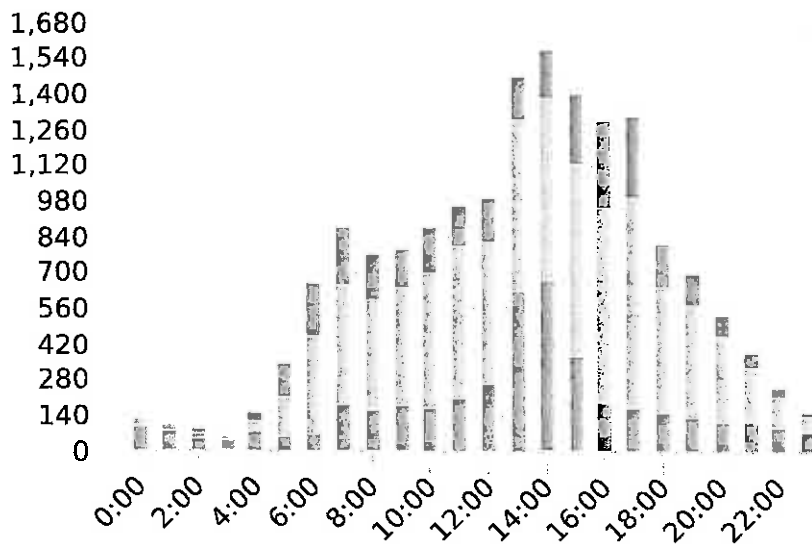
Minimum Speed: 5.0

Maximum Speed: 76.0

Display Status: Display Off

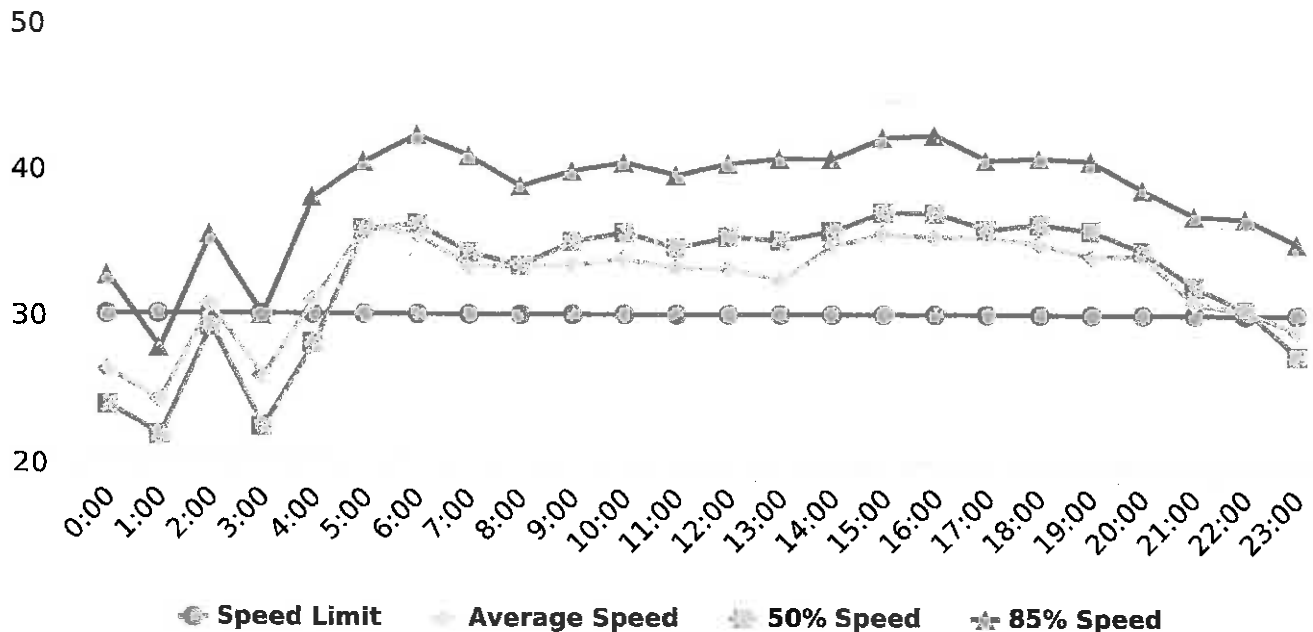
Average Volume per Day: 642.3

Total Volume: 16700.0



Violators Inside Threshold Compliant

Vehicles Slowed Other



Speed Limit Average Speed 50% Speed 85% Speed

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City Clerk's Office



Tri-City Joint Mayors' Task Force on Homelessness

Rochester City Hall Annex, Cocheco Room

33 Wakefield Street

July 12, 2018

6:00 PM

MAYORS

Mayor Caroline McCarley

Mayor Karen Weston

Mayor Dana Hilliard

Chairman

Jeremy Hutchinson

Vice Chair

Marcia Gasses

Rochester Members

Elizabeth Atwood

Rev. Eliza Buchakjian-Tweedy

Jeremy Hutchinson

T.J. Jean

Dover Members

Phyllis Woods

Betsey Andrews Parker

Andrew Howard

Marcia Gasses

Somersworth Members

Todd Marsh

Laura Hogan

Rick Michaud

Dina Gagnon

Alternate:

Lindsey Williams

Survival Shelter Sub-Task Group	Master Plan Sub-Task Group

MINUTES

1. Call to Order

Chairman Hutchinson called the meeting to order at 6:03 PM. Cassie Givara, Deputy City Clerk for the City of Rochester, took a silent roll call. Mayor Hilliard of Somersworth, Betsey Parker and Andrew Howard of Dover, and TJ Jean of Rochester were all excused.

2. Public Input

Eric, homeless Rochester resident, spoke of the difficulties he has encountered since becoming homeless in January; chief amongst them the lack of affordable housing and the need for homeless residents such as himself to camp or tent.

Dennis Winship, homeless Veteran and resident of Rochester, discussed the problems members of the homeless community encounter with local law enforcement; being trespassed from businesses and properties, being asked to leave “private” land, being moved from one location to another. Mr. Winship suggested that the City of Rochester could consider designating a piece of land where the homeless population could be allowed to stay.

Mr. Winship also spoke about homeless residents being relocated to other communities. These residents become familiar with the support systems and resources in their home communities and it is a hindrance for them to be relocated to new locations where they are unfamiliar with the resources.

Dennis, homeless resident, inquired about the building at the end of Charles Street in Rochester which was reported to be under construction to house homeless residents. Dennis stated it didn’t appear there was any progress being made at this location. Mayor McCarley of Rochester stated that this was a Department of Housing and Urban Development project which is a federal agency and unfortunately the City of Rochester does not have any authority to expedite the process.

Cheryl Huckins, Straight Street Outreach, spoke about the positive impact she felt her organization had made on homeless residents, especially those with substance use issues. Ms. Huckins indicated that Straight Street Outreach would need supplemental funding from the City of Rochester to continue the work they are doing.

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Martha Stone, Crossroads House Portsmouth, NH, said that Crossroads currently houses 80 residents. The problems of the homeless are exacerbated during winter, but it is not a seasonal issue. She concurred with Mr. Winship that it is important for homeless residents to be able to stay in their own communities where they are familiar with the resources and can readily access assistance. Ms. Stone stated that this area needs another homeless shelter, but this will just be a Band-Aid, not a solution. Ms. Stone offered to share her experiences and input with the Chairman.

human, Rochester resident, inquired about the proposed appointment of a member of the homeless community to serve on the Task Force. human said that his understanding was that there would be one homeless resident from each of the three cities serving, but now it appeared that the task force was looking for a single appointee. human inquired when this appointee would be recognized and appointed?

Chairman Hutchinson stated that the discussion regarding appointing a member or members of the homeless community would be covered on the agenda later during the meeting.

Ms. Huckins of Straight Street Outreach spoke about the lack of resources for residents following substance use recovery, such as access to a halfway house.

Chairman Hutchinson closed public input at 6:20 PM.

3. Approval of Minutes

3.1 Tri-City Task Force Meeting June 7, 2018, consideration for approval

Phyllis Woods, Dover, indicated there were some amendments which needed to be made to the minutes prior to approval. Ms. Woods stated that there are only 4 voting members of the Committee from Dover as opposed to the 7 members listed on the June minutes. Chairman Hutchinson noted that this correction didn't need a formal amendment but could rather be made as a clerical correction in the next set of minutes. Phyllis Woods **MOVED** to accept the amended minutes from June 7, 2018. Vice Chair Gasses seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

A discussion was held on how to best disseminate the Task Force agendas, meeting minutes and backup information throughout the three cities. Chairman Hutchinson reported that

the Committee is working on improving clarity, and if it is agreeable to all three communities, the minutes and agendas could be posted in a central location, likely the Rochesternh.net website, and all other communities could pull information from that single location. After a brief discussion, it was decided that the acting secretary at each meeting would supply the minutes to each of the Clerks from the three participating cities. The Clerks of each city would then post the information on their respective City's website.

4. Report of Data

Mayor Weston of Dover requested a flow chart listing all the organizations offering resources for the homeless community in order to more easily determine which organizations offered which services and to whom (e.g. single women, women with children, veterans, etc.)

The Committee held a discussion regarding access and ease of this information. It was stated that the information is already out there in varying forms, but it is not necessarily known to the individual communities how this information can be accessed and how to decipher which resources should be offered in which circumstances. Mayor Weston indicated that it would be helpful to have a single page chart listing each organization with check boxes showing what services they offer for a quick reference guide.

Chairman Hutchinson suggested that a volunteer from each City could compile a list of their local organizations with the relevant information. He stated he would work on a template to be distributed.

5. Report of Scope of Agencies

Todd Marsh, Somersworth, reported that the Warming/Survival Center Sub Task Force met on June 28, 2018. They discussed the scope of options for upcoming centers; One large shelter versus several small shelters throughout the area. The Pros and Cons of each option were discussed.

Vice Chair Gasses indicated that she felt one large facility was not the best option for the needs of the homeless community in the Tri-City area. Mr. Marsh said that a "low barrier" setting with ease of access would be best.

Elizabeth Atwood, Rochester, suggested identifying other social service agencies which could be added to the warming/survival shelter list.

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John Huckins, Straight Street Outreach, inquired what the trigger would be for opening a survival shelter; Temperature? Type of Weather? Duration of poor weather? Vice Chair Gasses responded that it was an emergency management issue which was not black and white. They would not go based on the amount of people needing assistance or the type of weather. The decision would be made on a case by case basis.

Mr. Winship spoke about how the term “survival shelter” was being used to show that winter is not the only season with harsh elements affecting the homeless community. He suggested it would be a good idea to have a medical team or medical personnel to help determine when a survival shelter should be opened. Mr. Winship also suggested the focus should be more on what the homeless community needs and how to best assist, and less on the administrative issues involved.

Don McCullough, Rochester, said that he had done a study in the past which compiled data in regards to trigger points for long duration emergency or disaster including weather. The study didn’t specifically take the homeless population into account, but the information would still be relevant and Mr. McCullough indicated he would be happy to share this information with the committee.

A discussion was held regarding cooling shelters in the area. Mayor McCarley of Rochester reported that the Rochester Public Library is the designated cooling area for the City. Vice Chair Gasses said that those in need of assistance can always go to the fire department or police department in their respective cities.

6. Report from Sub-Task Groups

Lena Nichols, Dover, reported that the Master Plan Sub-Task group could benefit from some outside help, perhaps someone who is a planner or an organizer. The majority of the people on the sub group do not have any experience writing or preparing Master Plans and they find themselves becoming bogged down trying to develop a plan which will work for all three cities involved.

Chairman Hutchinson agreed that the Master Plan is a huge project to be undertaken which will include the councils for all three cities to vote on budgetary items. He suggested adjusting the agenda to move the Master plan discussion up and to allow the representative from Strafford Regional Planning Commission to speak.

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Jenn Csysz, Regional Director of Strafford Regional Planning Commission (SRPC), gave a summary of the proposal which her organization is presenting to the Task Force. The idea is for SRPC to come in and use their expertise to supplement what the Task Force is already accomplishing and to tie everything together. Ms. Csysz said that the major areas which they felt they'd be able to assist would be data gathering, interviews behind the scenes and compiling information, as well as in-house GIS and data resources, and with meeting transportation. They would also assist with meeting facilitation; integrating topical presentations which could be built on with educational components and public input. All of this would be a starting point to generate the Master Plan content. They have developed a plan for the next 5 meetings, but this is fast tracking the Master Plan process which usually takes significantly longer. They normally start by determining the main goals and what the group wishes to accomplish. They then identify strategic actions in order to implement these goals, and then prioritize, determining where to start the process. A draft Plan would then be developed by December.

There was a discussion held regarding SRPC role in meeting facilitation. Ms. Csysz reported that her organization would have a staff member to help identify goals and lead the meetings, as well as organizing topical speakers and presentations.

Phyllis Woods, Dover, inquired about the timeframe laid out at the first Task Force meeting which called for the Master Plan to be completed by the end of August. It was then pushed out to November 1st, 2018. The SRPC plan calls for working on the plan throughout November and December essentially doubling the original timeframe. Ms. Woods inquired if there was any way to expedite the process. Could the Task Force meet twice a month as opposed to once in order to speed the process along?

Vice Chair Gasses indicated that those who had suggested the original proposal to have the Master Plan drafted by August or November had no prior experience with Master Plans and didn't understand what was entailed or how involved and complex the process would be. The original timeframe was unrealistic. A discussion was held by the committee in regards to the benefit of taking adequate time. The Master Plan is such an integral, and important part of this process that it should not be rushed. Ms. Csysz also said that much of the process relies on staff time and volunteer hours. It is beneficial to have time between meetings to think about what was discussed and develop and tweak the plan based on those meetings. There is a possibility that in December, the Committee may realize that more time is needed and request an extension on the drafting of the Master Plan.

It was clarified that there are two separate and distinct projects happening in the Task Force simultaneously. There is the Master Plan sub task group as well as the Survival Shelter sub

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task group. The survival shelter would be presented to the Cities as a separate budget request and that would be pushed forward regardless on the readiness of the Master Plan.

Mayor Weston said that when the Mayors originally discussed forming this committee, the idea was to prepare for upcoming winter and be prepared, there was not a specific milestone or timeframe in mind. They were more concerned with the quality of the project they were presenting and ensuring that the members of the committee were able to commit adequate time to assist. Mayor Weston reported that Dover's City Manager estimated the Master Plan would cost \$15,000. She suggested each of the three cities draft a funding Resolution to be presented to their respective Councils for this cost to be split three-ways. Mayor Weston said that a single Resolution could be drafted and distributed to each City with minor wording changes to reflect the Council which will be voting.

Ms. Csysz suggested that one of the three Municipalities included in the Commission take the lead on the contracting aspect of working with SRPC. This will allow one point of contact making it easier to draw up the contract and get necessary signatures. Chris Parker, Dover, stated that if a single Municipality was going to be contracted with the organization, the Resolution would be asking for a \$15,000 appropriation for retaining Strafford Regional Planning Commission on behalf of the Tri City Mayor's Task Force with \$5,000 being reimbursed by each of the other two Cities.

There was a brief discussion held regarding the 4 original goals which were laid out in the mission statement of the Task Force. It was determined that all of these items were included in a Master Plan and all tied in together. It was asked of the two Mayors present if they had originally envisioned a Master Plan which would address all 4 goals. Mayor McCarley, Rochester, said that the Mayors wanted to develop a Committee and task them with a huge challenge to see what they could come up with and how they could help in their communities.

Lena Nichols **MOVED** to have each City draft a Resolution to be presented to their Councils for funding to contract with Strafford Regional Planning Commission. Laura Hogan seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

7. Assignment of New Sub-Task Groups

No Discussion.

8. Discussion: Adding Task Force Member from Homeless Community

A discussion was held regarding how the process would be handled to submit nominees for a member of the homeless community to join the task force. It was questioned whether or not the new member had to be actively homeless or if someone would be considered who had been homeless in the past. Chairman Hutchinson indicated he felt the new member's perspective was far more important than their current housing status.

It was clarified that the Committee was looking for a single member as opposed to one member of the homeless community from each of the three cities. Mayor McCarley reported that the Task Force was a Mayor Ad Hoc committee, and ultimately it would be the responsibility of the three mayors to appoint the new member. Both Mayor Weston and Mayor McCarley reported that they had not received any nominees as of this meeting.

Chairman Hutchinson asked that all nominees be submitted directly to him and he would pass them on to the appropriate Mayors. He asked that anyone submitting names for nomination take no more than one week to provide their information. Transportation to and from the meetings for the new member would be provided either through Uber or Community Action Partnership.

Mr. Winship volunteered himself as a potential committee member. Mr. McCullough verbally submitted Tara Stewart.

It was stated that public input is always welcome. Regardless of whether or not someone is appointed as a voting member of the Task Force, they are always welcome to attend the meetings, take part and have their voice heard.

9. Master Plan Writing Proposal Document Review

Discussion was held earlier in the meeting (see agenda item 6)

10. Other

Mayor Weston spoke about an email from the Community of Bradenton Florida regarding a model for assisting with the homeless community. Mayor Weston reached out to someone in Bradenton to ask about their experience with this situation and discussed things the Tri City area could consider based on the experiences in Bradenton. Mayor Weston shared that aside from the weather, the experiences and problems of the homeless community and the municipalities in dealing with this issue are very similar regardless of the geographical location. A big take away

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from the conversation was allowing the homeless access to showers. Mayor Weston stated that was a goal that all three communities could work toward.

Chairman Hutchinson announced that the next meeting of the Tri-City Mayor's Task Force on Homelessness would take place in Dover on August 9, 2018 at 6:00 PM at The McConnell Center in Room 305.

There will be a Survival Shelter Sub Task Group meeting on Thursday July 26th, 2018 at the Barrington Town Offices, 333 Calef Highway at 5:30 PM.

Mayor Dana Hilliard's aide read a statement on behalf of the Mayor.

Chairman Hutchinson opened the floor for closing public comment:

John Huckins spoke about the items that he felt should be focused on in the Master Plan; zero homelessness, affordable housing, and transitional housing following recovery. Mr. Huckins felt the Plan should also touch on mental health issues as well, which sometimes contribute to or exacerbate issues with homelessness.

human, Rochester resident, nominated Monica Nagle of Dover as a homeless representative of the Task Force.

Christina, employee of a downtown Rochester business and volunteer at the warming shelter, said she was leaving the meeting with a positive outlook on the progress being made by the Task Force and the sub committees.

Cheryl Huckins, Straight Street Outreach, shared her experience working with and assisting members of the homeless community.

11. Adjournment

Chairman Hutchinson **ADJOURNED** the meeting at 8:01 PM.

Respectfully Submitted,

Cassie Givara
Deputy City Clerk, Rochester

Resolution Authorizing the Department of Public Works (DPW) to apply for a New Hampshire Department of Environmental Services (NHDES) Brownfields Cleanup Grant in the Amount of up to \$200,000 in Connection with 10 and 16 Wallace Street

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That DPW is hereby authorized to apply to NHDES for a Brownfields Cleanup Grant in an amount up to Two Hundred Thousand Dollars (\$200,000.00) to be used for remedial actions at the City-owned properties located at 10 Wallace Street and 16 Wallace Street.

Further, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to identify, designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

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City Clerk's Office

Resolution Accepting a Law Enforcement Opioid Abuse Reduction Initiatives (OARI)
Grant in the Amount of \$20,000.00 and Supplemental Appropriation in Connection
Therewith

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That the City Council hereby accepts a portion of a Law Enforcement OARI Grant in the amount of Twenty Thousand Dollars (\$20,000/00) derived from the grant applied for and received by Strafford County as part of ongoing operations related to Operation Granite Shield.

Further, the City Council approves a supplemental appropriation to the Police Department operating budget in the amount of Twenty Thousand Dollars (\$20,000/00) Dollars (\$20,000.00) with the entirety of the appropriate being derived from the above-mentioned grant.

Finally, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to identify, designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

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City Clerk's Office

Resolution Accepting a Highway Safety Department Sustained Traffic Enforcement Patrol (STEP) Grant in the Amount of \$2,900.22 and Supplemental Appropriation in Connection Therewith

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That the City Council hereby accepts a Highway Safety Department STEP Grant in the amount of Two Thousand Nine Hundred and 22/100 Dollars (\$2,900.22).

Further, the City Council approves a supplemental appropriation to the Police Department operating budget in the amount of Two Thousand Nine Hundred and 22/100 Dollars (\$2,900.22) with the entirety of the appropriate being derived from the above-mentioned grant.

Finally, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to identify, designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.

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City Clerk's Office

**Resolution Establishing Polling Places and Times for the
September 11, 2018 State Primary Election**

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROCHESTER:

That the following polling places are hereby established for the City of Rochester for the upcoming September 11, 2018 State Primary Election.

- WARD 1: East Rochester Elementary School**
773 Portland Street, East Rochester
- WARD 2: St. Mary's Parish Center**
71 Lowell Street, Rochester
- WARD 3: Gonic Elementary School**
11 Railroad Avenue, Rochester
- WARD 4: McClelland Elementary School**
59 Brock Street, Rochester
- WARD 5: Rochester Community Center**
150 Wakefield Street/Community Way, Rochester
Located on the Chestnut Hill Road Side of Building
- WARD 6: Elks Lodge #1393**
295 Columbus Avenue, Rochester

Further, that in accordance with RSA 659:4, and Section 47 of the City Charter – All polling places shall be open from 8:00 A.M. to 7:00 P.M., on said Election Day.

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City Clerk's Office

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ROCHESTER, NEW HAMPSHIRE
AND
FARMINGTON ASSOCIATES PROPERTIES, LLC
AND
FARMINGTON ASSOCIATES PROPERTIES GROUND TENANT, LLC

THIS AMENDED AND RESTATED AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the **CITY OF ROCHESTER**, a New Hampshire municipal corporation (hereinafter referred to as the "City"), with a place of business, and mailing address, at 31 Wakefield Street, Rochester, New Hampshire 03867, **FARMINGTON ASSOCIATES PROPERTIES, LLC** and **FARMINGTON ASSOCIATES PROPERTIES GROUND TENANT, LLC**, with a place of business c/o Waterstone Properties Group, Inc., with a mailing address of 322 Reservoir Street, Needham, Massachusetts 02494 (hereinafter individually "Waterstone"), (the entities referred to in this paragraph are sometimes hereinafter collectively referred to as the "Parties"), as follows:

RECITALS:

WHEREAS, on December 3, 2015, Farmington Associates Properties, LLC and Waterstone Properties Group, Inc. and the City entered into a certain Development Agreement as amended by a First Amendment to Development Agreement dated March, 2016 and by an Addendum dated November 15, 2016 (the "**Development Agreement**") relating to the development of certain property located at the Project Premises, as shown on Exhibit A. Farmington Associates Properties, LLC has since ground leased the Project Premises to Farmington Associates Properties Ground Tenant, LLC. Since the time of execution of the Development Agreement, Waterstone has determined to re-design the development plan for the Project Premises, as provided herein. This re-design of the Project Premises necessitates a revision of the Development Agreement, all as provided herein.

WHEREAS, Waterstone received site plan approval on or around December 15, 2015, from the City of Rochester Planning Board (hereinafter the "Planning Board"), and additional site plan approvals on or around December 31, 2017 and anticipates the construction of a commercial development buildings consisting of approximately one hundred and ten thousand square feet (110,000 sq. ft.) of commercial and retail space, a district public recreational park and a district

public parking lot with appurtenant roadways, parking lots, drainage structures and other on-site and off-site public and private infrastructure improvements, for office, retail entertainment, and other permitted uses (hereinafter the "**Project**"), the same to be located on land currently owned and/or under contract to be owned by Waterstone, situated on NH Route 11 in Rochester, New Hampshire (the "**Project Premises**"); all as more particularly shown and/or described in/on the plans, documents, and representations made by Waterstone, in connection with its Project application and presentations made to the Planning Board in conjunction with the obtaining of Waterstone's aforementioned site plan review approvals; and

WHEREAS, as a result of such approvals for the Project by the Planning Board, the parties require the amendment and restatement of the Development Agreement, to include provisions regarding funding for off-site public infrastructure improvements (hereinafter the "**Off-Site Public Infrastructure Improvements**"), and on-site public improvements to benefit the public (hereinafter the "**On-Site Public Improvements**"), (collectively the Off-Site Public Infrastructure Improvements and the On-Site Public Improvements are hereinafter referred to as the "**Public Infrastructure Improvements**"), as well as provisions relating to the timing of development, the coordination of such matters, and other issues of needed and/or necessary cooperation and coordination between the City and Waterstone, and/or with other governmental agencies and/or private entities, such as the State and/or federal government departments or agencies and/or private utilities and the like, in order for Waterstone to develop the Project as approved by the Planning Board; and

WHEREAS, the City is desirous of having Waterstone develop the Project in Rochester, and to have Waterstone's prospective Project tenants locate in Rochester, as it will result in the creation of approximately 300 construction jobs and approximately 200 permanent full/part time jobs in the City, will significantly expand the City's tax base, and will also result in significant expansion of, and contribution to, substantially enhanced Public Infrastructure Improvements, and, therefore, the City and Waterstone have agreed to cooperate to bring about the creation of such Public Infrastructure Improvements, including the improvements required by the Planning Board, and/or by the New Hampshire, Department of Transportation (hereinafter "**NHDOT**") and/or other governmental agencies having jurisdiction over the Project, or aspects thereof; and

WHEREAS, in conjunction with the Planning Board site plan review approval of the Project, various traffic studies, including the 2015 traffic study prepared by Stephen G. Pernaw on behalf of Waterstone and an updated traffic study also prepared by Stephen G. Pernaw on behalf of Waterstone, were used to evaluate and assess the traffic impacts and access requirements associated with the Project, and the results of such traffic studies have been reviewed by the City's and/or its traffic consultants/representatives, and NH DOT, and have further been made available to and reviewed by the City Planning Department and the Planning Board; and

WHEREAS, it is the intent of the City and Waterstone to execute this Development Agreement for the purpose of identifying, providing for the creation of, and allocating responsibility for the costs of, and payment for, the Public Infrastructure Improvements required by the City, the State and the Planning Board's site plan review approval for the Project, as well as establishing, and providing for, a viable financing mechanism for such Public Infrastructure Improvements, and the maintenance thereof, including the creation and implementation of payment and payment guarantee mechanisms for the same; and

WHEREAS, given the importance of the coordination of the construction of the Project with the availability of a viable financing mechanism to pay the cost of providing the Public Infrastructure Improvements designed and intended and/or required to complement the Project, it is the intent of the parties to establish a schedule for the timely completion of the Public Infrastructure Improvements and implementation of the necessary and/or required financing mechanisms so as to permit the simultaneous, or near simultaneous, construction of the Project and of the Public Infrastructure Improvements contemplated/required by the Project's approval in order to permit Waterstone to occupy the Project in a timely manner; and if necessary to allow Waterstone to assist the City with Public Infrastructure Improvements, at the City's or other available funding mechanisms and/or entities expense, in order to allow occupancy in a timely manner, provided that the City consents, in advance, to the allocation of such expense to the City or such other available mechanism and/or entity; and

WHEREAS, the City, by a resolution of the Mayor and City Council (hereinafter, the "City Council") on June 17, 2014, has established the so-called Granite Ridge Development District, a New Hampshire Chapter 162-K tax increment financing district, and adopted the **"Granite Ridge Development District: Tax Increment Development Program & Financing Plan"**;

and

WHEREAS, given the establishment of the Granite Ridge Development District and the adoption of the "Granite Ridge Development District: Tax Increment Development Program & Financing Plan" as amended, Waterstone has agreed to undertake the Project and to guarantee the payment of a so-called tax increment financing bond or bonds (the "TIF Bond"), to be issued by the City with respect to the Public Infrastructure Improvements associated with the Project, in a principal amount of no more than \$7,430,000.00 as more particularly set forth and detailed herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Public Infrastructure Improvements**

1.1 The term “**Public Infrastructure Improvements**” as used in this Development Agreement includes the construction of public improvements, on and off the Project Premises, which are being constructed in conjunction with the Project and which are more particularly described and/or referred to in Section 1.2 below and/or contemplated on **Exhibit B** hereto, whether such improvements are to be constructed: (a) on City owned/controlled property not part of the Project Premises; or (b) on-site at the Project Premises or (c) on neighboring premises over which Waterstone has easement access rights, but which involve an improvement that is anticipated and intended to be transferred to the City (by deed, easement and/or other legal conveyance instrument) upon the completion and acceptance by the Rochester City Council of such transfer document(s), or over which the City will have non-exclusive access rights with Waterstone (such as shared access or parking areas). The term “**On-Site Public Infrastructure Improvement(s)**” as it is used in this Development Agreement is intended to refer specifically to public infrastructure improvement(s) being constructed on the Project Premises, until such portion of the Project Premises on which the public infrastructure improvement(s) being constructed is completed, and is transferred to, and accepted by, the City as contemplated in the preceding sentence.

1.2 The construction of Public Infrastructure Improvements referred to in this Development Agreement include, but are not limited to, the following, whether such costs are incurred prior to, or after, the issuance of the TIF Bond(s):

(a) Public Infrastructure Improvements Design/Construction Responsibilities:

- i. All design and engineering costs associated with the Public Infrastructure Improvements, including the Rt. 11 improvements to meet NHDOT specifications (cross-sections at certain intervals, etc.);
- ii. Preparation of a NHDES sewer connection permit with associated cross sections as needed, (as well as any state permit required for extension of City services);
- iii. Design of any improvements to the water system required to increase pressure as needed (note that this excludes looping a water line if needed);
- iv. Design of any improvements to the sewage pump station required;
- v. A contribution to the NHDES Alteration of Terrain (“AOT”) permit, proportional to the City’s disturbance;
- vi. A contribution to the NPDES General Construction Plan proportional to the City’s disturbance;

- vi. Engineer's preparation of bid ready, construction drawings and specifications, to the extent required for competitive construction bidding;
- vii. Design engineer's limited, part time construction oversight and so-called "stamp of approval" at project completion of the work within the proposed right of way that will be acquired by the City (the "**City ROW**"), beyond City staff involvement;
- viii. Engineer's assistance and advice on any unforeseen change orders, and the like;
- ix. Cost of site preparation and physical roadway improvements within the proposed City ROW;
- x. Cost of water and sewer main lines within the proposed City ROW – stubs to property lines will be the responsibility of the developer per City Ordinance;
- xi. Cost of underground electric improvements within the ROW;
- xii. Cost of landscaping within the ROW;
- xiii. Cost of lighting within the ROW;
- xiv. Cost of COAST bus/trolley stop construction;
- xv. Cost of site preparation, accessibility (pedestrian and vehicular) and finishing of the municipal parking lot;
- xvi. Cost of site preparation, accessibility (pedestrian and vehicular) and finishing of the public recreation park;
- xvii. Cost of creating and improving walking and bike trails;
- xviii. A contribution to the overall drainage improvements that is proportional to the City's disturbance;
- ixx. Cost of physical improvements along Route 11;
- xx. Cost of water and/or sewer service improvements required to service the Granite Ridge Marketplace Development area.

1.3 The Parties hereto understand and agree that the total amount of the TIF Bond(s) for Public Infrastructure Improvements (as defined below herein), shall not exceed Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00). To the extent that the cost of Public Infrastructure Improvements (as defined below herein) exceeds Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars, Waterstone shall be solely responsible for all said excess costs and/or expenses except as otherwise specifically provided for in this Development Agreement.

The Parties further agree that in interpreting this Development Agreement the Parties, and any other reviewing authority, including a court, or courts, of competent jurisdiction, shall apply the provisions of this paragraph as the overriding principle reflecting the extent of the City's obligation to provide financing for the cost of Public Infrastructure Improvements for the Project provided for in this Development Agreement

2. Waterstone Obligations.

2.1 Waterstone will perform, or cause to be performed, all of the building design, engineering and construction to be located on the Project Premises (with the exception of the Off-Site Public Infrastructure Improvements constructed by, or on behalf of, the City on a portion(s) of the Project Premises to be conveyed, or otherwise transferred, to the City pursuant to the Planning Board's anticipated approval and this Development Agreement for use in connection with the Off-Site Public Infrastructure Improvements. Except as expressly indicated otherwise in this Development Agreement, Waterstone will determine the design and specifications of the buildings and appurtenances. All building design, engineering and construction by Waterstone shall be done in accordance with all applicable laws and regulations, federal, state and local governing including, but not limited to, compliance with all building codes, planning ordinances, regulations and zoning ordinances, regulations and any other applicable legal requirements of the City.

2.2 The buildings to be constructed by Waterstone in connection with the Project should have an estimated value when completed of approximately Ten Million Four Hundred and Fifty Thousand (\$10,450,000), at a minimum, and shall include buildings not to exceed an aggregate size/area of approximately 110,000 sq. ft. Waterstone shall provide the City with all design plans for the buildings and on-site Project Premises utilities and any existing surveys or plans it currently has for the buildings and any other appurtenances related to the remainder of the Project Premises. The City, however, shall have no design control over the design plans for the buildings and on-site Project Premises utilities, except to the extent provided for in Section 2.1 above.

2.3 It is anticipated that construction of the building(s) to be located on the Project Premises shall be substantially completed on or about June, 2021, subject to the provisions of Section 5.2 hereof. In the event that economic conditions dictate either the phasing of the Project by Waterstone or an extension of the development schedule set forth herein (see **Exhibit C** attached hereto), Waterstone may seek, and the City shall not unreasonably decline to grant, extensions of time for substantial construction completion for a period of up to, but not to exceed 48 months. Provided, however, that, any such delay shall not, in any way, delay and/or abrogate, to any extent, Waterstone's obligations with respect to the payment of the TIF Bond(s), including, but not limited to, the obligations provided for in Section 2.14 hereof.

2.4 Waterstone agrees to use commercially reasonable efforts to accomplish its design, engineering and construction obligations under this Development Agreement in accordance with the Development Schedule attached hereto as **Exhibit C** (and as defined in Section 5.1 hereof), provided, however, time for the performance thereof shall be extended by a period equal to an act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, or other causes beyond Waterstone's control whether such time be designated by a fixed date, a fixed time (as further defined in Section 5.2 hereof), or a reasonable time, provided, further, in the event that the City has not completed the On-Site Public Infrastructure Improvements (as defined in Section 1 herein) by the conclusion of the time period set forth in **Exhibit C**, Waterstone's time for performance shall be extended for a reasonable period of time taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

2.5 Waterstone shall undertake, and shall, subject to applicable government approvals and regulations, be solely responsible for, the design, development, permitting and construction of all required Non-Public On-Site Improvements and construction of all service connections to all Public Infrastructure Improvements (as well as the payment of all connection fees related thereto), which the City will bring to the property line of, or other appropriate and/or agreed upon areas within, the Project Premises, at locations and elevations agreed to by the Parties.

2.6 Except for the financing contemplated herein, Waterstone shall be responsible for securing any other financing required for the Project. To the extent that any re-financing shall involve a mortgage, lien and/or another encumbrance(s) on the Project Premises, or any portion or product thereof, which contains terms and/or conditions which are not generally commercially utilized (such as, but not limited to, a contemporaneous pledge of rents as collected), any such financing agreement(s) shall, prior to its/their execution, be on terms and conditions reasonably acceptable by the City and shall be approved/or rejected in writing by the City within five (5) business days of the City's receipt of the same, provided that if no action is taken on the request during such period the non-action shall be deemed to be an approval. Any financing agreement(s) shall specifically provide that such mortgage, lien and/or similar encumbrance(s) shall be subject, but not subordinate, to the provisions of this Development Agreement, and the holder of such security shall execute an acknowledgment of such fact in a recordable writing approved in advance by the City.

2.7 Waterstone and its consultants, contractors, agents, and representatives shall coordinate the design of On-site Infrastructure Improvements for the Project by Waterstone with the Public Infrastructure Improvements as undertaken by the City. Such coordination shall include, but not be limited to, attending meetings as well as providing copies of plans/designs to the City in both hard and electronic (in an AutoCAD format reasonably acceptable to the City) copies.

2.8 Waterstone's obligations hereunder are subject to the following condition:

- a. The City performing its obligations in accordance with the terms of this Development Agreement, including, but not limited to, those set forth in Article 3, below.

2.9 All documents, except financial documents not related to the Project Premises, of Waterstone relating to the design, engineering and construction of the Project shall be made available at the offices of Waterstone, for the review and copying by the City upon reasonable request. In the case where Waterstone has committed an Event of Default as defined in 7.2 of this Development Agreement, the City shall be entitled to access Waterstone's financial documents in the manner provided for in the preceding sentence.

2.10 Waterstone shall use commercially reasonable efforts to create, by itself, and/or in conjunction with its prospective tenants, cause to be created, approximately 200 full/part time jobs at the Project Premises. Waterstone shall annually report to the City and the Department of Business and Economic Development Affairs as to the number of employees utilizing the Project Premises and providing a general description of the job classifications, so long as the TIF Bond(s), related to the Project Premises, remain(s) outstanding. Due to the nature of leasing, the City acknowledges that Waterstone cannot require any tenants to maintain a minimum number of employees at any given time, as Waterstone does not control the hiring practices of such tenants, and that the job creation is dependent upon leases being executed.

2.11 Subject to the provisions of Section 5.2 hereof, in the event Waterstone ceases operations with respect to the Project (which shall be defined as "performing no work on the Project for a period of 180 consecutive days"), and/or ceases operations prior to completion of the Project, and/or ceases operations at the Project Premises (which shall be defined as: not having substantially completed the construction of the Project"), before the satisfaction of the TIF Bond(s) (as defined in Section 2.12 below), Waterstone shall, prior to the next TIF Bond payment (but in no event less than within two hundred seventy (270) days thereof: pay to the City all such amounts as are necessary to pay-off and retire the TIF Bond(s); and (ii) pay to the City such amounts as are necessary to pay-off and retire any un-bonded payment obligations incurred by the City in connection with the Off-Site Public Infrastructure Improvements.

2.12 As used in this Development Agreement the term "**TIF Bond(s)**" shall mean a bond(s) and/or other borrowing and or funding vehicle utilized by the City (whether acting directly on its own, or through the Granite Ridge TIF District), in a total amount not to exceed approximately Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars, the proceeds of which shall be used for the purpose of paying City costs and/or expenses associated

with the Public Infrastructure Improvements, and which is/are intended by the Parties to this Development Agreement to be repaid to the City based on a repayment and amortization schedule of ten (10) years. The repayment of interest and principal on the TIF Bonds shall be made from both the tax increment financing taxes on the Project Premises and tax increment financing taxes on the entire Granite Ridge Development District, including the cumulative net surplus of the Granite Ridge Development District, in accordance with the TIF Plan as authorized and governed by the provisions of RSA Chapter 162-K (RSA Chapter 162-K). For the purposes of this Development Agreement the term “TIF Bond(s)” shall include expenses paid at any time by the City (or such expenses which the City becomes obligated to pay), with respect to the Public Improvements, whether bonded or not. The City will notify and keep Waterstone informed as to the timing of the bond financing.

2.13 Waterstone and the City acknowledge and agree that the viability of this Development Agreement and the Project are dependent upon the construction of the Public Infrastructure Improvements provided for in Section 1.2 above, and the financing and maintenance of such improvements through the utilization of a tax increment financing (“TIF”) mechanism for the so-called Granite Ridge Development District. The TIF is authorized and regulated by the provisions of Chapter 162-K of the New Hampshire Revised Statutes Annotated, as the “Granite Ridge Development District: Tax Increment Development Program & Financing Plan” (the “**TIF Plan**”), which was adopted by the City on June 17, 2014. It is the expectation and intent of the Parties that a TIF mechanism, implemented in accordance with the provisions of NH RSA Chapter 162-K, shall be placed, from the issuance of the initial TIF Bond(s) until the retirement of such TIF Bond(s) as a result of such bonds having been paid in full. In consideration of the foregoing, and the fact that this Development Agreement is designed and intended to enable Waterstone to construct, and ultimately operate, a substantial retail development on the Project Premises, Waterstone agrees as follows:

- a. Waterstone shall, in a timely manner, pay all real property taxes assessed on the Project Premises while all or any portion of the thereof is owned by Waterstone or any related and/or associated entity;
- b. Waterstone shall enter into a Guaranty Agreement (the “Guaranty Agreement”) in favor of the City, in the form set forth in **Exhibit D** hereto, pursuant to which Waterstone will guaranty any payments due on the TIF Bond(s), and certain Maintenance Costs (as defined in Section 2.13 (c) below), to the City, in the event that the tax increment financing taxes contemplated in Section 2.12 above are insufficient to satisfy the payments due with respect to the TIF Bond(s) from the City, and shall further agree to amend the existing Escrow Agreement (the “Escrow Agreement”) with the City and Waterstone Rochester, LLC (an affiliate of Farmington Associates Properties, LLC) to allow the City to access those funds. The

amended Escrow Agreement shall provide security for the Guaranty to the City provided for herein, as well as for Waterstone's obligations made in the Development Agreement. The Guaranty Agreement and the Escrow Agreement shall contain commercially reasonable terms and otherwise be in form and substance reasonably acceptable to the City and to Waterstone;

- c. Upon the completion of the Public Infrastructure Improvements, Waterstone agrees to guaranty annual maintenance costs contained in the annual Granite Ridge Development District TIF budget, to the extent, but only to the extent, that such costs exceed the total tax increment revenues received by the TIF District from the RSA Chapter 162-K tax increment for such budget year, plus any designated TIF District budget reserves available to fund such excess costs (the "**Maintenance Costs**");
- d. The parties agree that in order to implement the Guaranty Agreement and the amendment of the existing Escrow Agreement provided for in Sections 2.14(b) and (c), the Guaranty Agreement and the amended Escrow Agreement provided for in Section 2.14 (b) shall come into existence (by the same having been fully executed), prior to the issuance of the initial TIF Bond(s), and in no event later than December 31, 2018 (see Section 3.1 below), and both such agreements shall remain in existence throughout the duration of the Development Agreement, subject to the provisions of Section 2.14 below.

2.14 Waterstone shall, at a time mutually agreed upon by the Parties, after the completion of the Public Infrastructure Improvements on the Project Premises (for purposes of this Section 2.14, the term "completion" shall mean the completion of the Public Infrastructure Improvements themselves plus a reasonable period of operation of any or all such Public Infrastructure components to assure their/its proper construction and/or operation), but in no event later than **July 1 , 2021**, offer/tender to the City a deed(s) or other appropriate legal instrument(s) in order to transfer title to the land and/or interest in land on which the Public Infrastructure Improvements are located, and/or such other necessary components required to support or otherwise operate and/or maintain the use and/or functionality of the Public Infrastructure Improvements to be transferred. Waterstone agrees, at its sole expense, to maintain and to pay the Maintenance Costs of the On-Site Public Infrastructure Improvements on the Project Premises eighteen (18) months after completion. Notwithstanding the foregoing, once tax revenues for the TIF District begin to generate increment in excess of the payment of annual expenses, Waterstone shall be reimbursed for any payments made by Waterstone from the Escrow Agreement, the Guaranty Agreement and Maintenance Agreement.

3. City of Rochester Obligations.

3.1 The City shall issue Tax Increment Financing bonds (the “**TIF Bond(s)**”) as contemplated by RSA Chapter 162-K, based on a ten (10) year amortization period (the “**TIF Bond**” and/or the “**TIF Bonds**”), as described in Section 2.13 hereof, in the amount and for the Public Infrastructure Improvements set forth and agreed to by the Parties in Section 1.2 and/or reflected on **Exhibit B**, for the purposes of paying for costs of Public Infrastructure Improvements contemplated by the Project, provided, however, that the Parties agree that the amount of the TIF Bond(s) shall not exceed Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars. Failure to issue the TIF Bonds shall not, however, affect the City’s underlying obligation to pay for the cost of the Public Infrastructure Improvements. To the extent that the cost of Public Improvements exceeds Seven Million Four Hundred and Thirty Thousand (\$7,430,000.00) Dollars, Waterstone shall be solely responsible for said excess costs and expenses. The City agrees that it shall design and construct the Public Infrastructure Improvements in accordance with pertinent City rules, regulations and design standards. Exhibit B_ represents the parties’ best estimate of the costs of Project Infrastructure Improvements as of the date of signing this Agreement. The Parties acknowledge that such cost estimate may change over time. Therefore, the Parties agree that they shall have the ability to reallocate project costs between/among the individual line items and the contingency line item for related costs, unforeseen costs or budget overruns.

3.2 The construction of the Public Infrastructure Improvements by, or on behalf of, the City shall be subject to the following:

- a. All design and engineering costs associated with the Public Infrastructure Improvements;
- b. The City obtaining all permits and approval needed by the City for the obligations accepted by the City in this Development Agreement.
- c. The City shall provide Waterstone, for their review, approval and recommendations, which approval shall not be unreasonably withheld, a copy of the plan, design and schedule for the Public Infrastructure Improvements, which shall be completed on or before January 2019.
- d. Before undertaking any construction of the Public Infrastructure Improvements, the City shall provide Waterstone, for their review copies of all bids and quotes from contractors for the Public Infrastructure Improvements.

- e. The Public Infrastructure Improvements will be substantially completed on or before September 30, 2020 (subject to the provisions of **Exhibit C**).

3.3 The City shall require a municipal bidding process for the completion of the within delineated Public Infrastructure Improvements to be financed by the TIF Bond.

3.4 The City's obligation to proceed with the Public Infrastructure Improvements shall be subject to the following contingencies, the failure to satisfy any one of which shall give the City the right to withdraw from this Development Agreement, after which withdrawal the City shall have no further obligations under this Development Agreement, to wit:

- a. The City (subject to the provisions of the Development Schedule set forth in **Exhibit C**) shall have no obligation to perform improvements unless Waterstone performs all of the obligations applicable to it contained in Sections 2.1 through 2.15 of the within Development Agreement in a timely fashion, as provided herein and subject to the provisions contained herein.

3.5 The City and its consultants, contractors, agents, and representatives shall coordinate the design of Off-Site Public Infrastructure Improvements with the on-site improvements as undertaken by Waterstone, including, but not limited to where the Public Infrastructure Improvements enter the Project Premises and the elevations thereof. Such coordination shall include, but not be limited to, attending meetings as well as providing copies of plans/designs in both hard copy and electronic (in an AutoCAD format acceptable to Waterstone) copy.

3.6 To the extent appropriate and/or required by law, the City has and will comply with the provisions of RSA 162-K, including, but not limited to, the reporting requirements set forth in RSA 162-K:11.

4. **Financing Provisions.**

4.1 The City has approved, and will continue to cooperate in the implementation of, a development plan under RSA Chapter 162-K for the so-called Granite Ridge Development District of which the Project Premises is a part.

4.2. In accordance with the provisions of Chapter 162-K, the annual tax increment created as a result of the TIF Plan will, to the extent available, be utilized to pay the annual costs of the TIF Bond(s), and to the extent available, to pay other permissible expenses relative to the so called Granite Ridge Development District, including the Maintenance Costs, as described in Section 2.14 (c) herein. If the annual tax increment is not available, such unavailability shall not affect the City's underlying obligation to pay for the cost of the Public Infrastructure Improvements.

4.3 Upon payment of the TIF Bond(s) in full this Development Agreement shall terminate, except for any obligations that expressly survive the repayment of the TIF Bond(s).

4.4 Notwithstanding any other provision hereof:

- a. Prior to executing any loan documents, agreements, instruments or contracts evidencing or with respect to the TIF Bonds (the "**TIF Bond Documents**"), the City shall provide to Waterstone, for its review copies of the TIF Bond(s) Documents.
- b. The City shall provide to Waterstone the actual results of the sale of the bonds.

5. Development Schedule.

5.1 Attached to this Development Agreement is a Development Schedule (Exhibit C, the "**Development Schedule**") showing the anticipated date and sequence of various elements of the Project that are to be completed by the respective Parties as set forth herein. The Parties acknowledge that the Development Schedule is a complex schedule requiring the coordinated efforts of multiple parties and is dependent in many instances on the actions or approvals of third parties. The Parties agree to use diligent efforts and to cooperate with each other in undertaking their respective responsibilities under this Agreement, including, but not limited to, those events listed on the Development Schedule. It is further understood by the Parties that the Development Schedule (**Exhibit C**) may require adjustment based upon economic conditions, site constraints, actions of third parties, and circumstances beyond the control of Waterstone or the City. Any such adjustment(s) shall be reviewed and agreed upon by the Parties hereto. Consent to such Development Schedule adjustment shall not be unreasonably withheld.

5.2 Expressly subject to the provisions of Section 2.4 above, for the purposes of any of the provisions of this Agreement, the Parties shall not be considered in breach or default of its/their respective obligations hereunder in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the other party, fires, floods or other casualties, epidemics, quarantine restrictions, labor disputes, litigations (including, without

limitation, any appeal of any approval needed either for the TIF Bond(s) (including the appropriation vote or any permit or approval needed for the Project), freight embargoes, undue and unanticipated economic conditions and unusually severe weather or delays of contractors and subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the enforced delay, provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the City and Waterstone shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppage as well.

6. Representations and Warranties.

6.1 Representations and Warranties of City. The City hereby represents and warrants that:

- 6.1.1 The execution and delivery of this Development Agreement and the performance of the City's obligations hereunder have been duly authorized by such municipal action as necessary, and this Development Agreement constitutes the legal, valid and binding agreement of the City, enforceable against the City in accordance with its terms subject only to the conditions set out in this Development Agreement.
- 6.1.2 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of the City's knowledge threatened against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations hereunder or the performance by the City of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely affect the validity or enforceability of this Development Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.
- 6.1.3 The City has complied, and will continue to comply, where and to the extent necessary, with the provisions of RSA Chapter 162-K.
- 6.1.4 If required by Waterstone or its lender(s), the City shall provide Waterstone with a legal counsel's opinion, in a form acceptable to Waterstone, with respect to the matters described in this section.

6.2 Representations and Warranties of Waterstone. Waterstone hereby represents and warrants to the best of its knowledge and belief that:

- 6.2.1 Farmington Associates Properties, LLC. is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, the state of its formation, with all requisite authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted, and is duly qualified or authorized to transact business and in good standing under the laws of the State of New Hampshire. **FARMINGTON ASSOCIATES PROPERTIES GROUND TENANT, LLC**, is a limited liability company, duly organized, validly existing and in good standing under the laws of the of the state of Delaware, the state of its formation, with all requisite authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted, and is duly qualified or authorized to transact business and in good standing under the laws of the State of New Hampshire.
- 6.2.2 Waterstone has the power and authority to execute, deliver and carry out the terms and provisions of this Development Agreement and all necessary action has been taken to authorize the execution, delivery and performance by it of this Development Agreement. This Development Agreement will, upon execution and delivery thereof by Waterstone, constitute valid, legal and binding obligations of Waterstone enforceable in accordance with the respective terms thereof.
- 6.2.3 Neither the execution or delivery by Waterstone of this Development Agreement, the performance by Waterstone of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by Waterstone of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to Waterstone, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, to which Waterstone is a party or by which Waterstone or any of its properties or assets are bound, or constitutes a default there under.
- 6.2.4 There is no action, suit or proceeding, at law or in equity, or official investigation before or by any court or governmental authority, pending or to the best of Waterstone's knowledge threatened against Waterstone, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Waterstone of its obligations hereunder or the performance by Waterstone of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Development Agreement or any other agreement or instrument entered into by Waterstone in connection with the transactions contemplated hereby.

6.2.5 Waterstone and Farmington shall provide certification from their respective corporate secretary or manager, as the case may be, indicating that the signatory to the within Development Agreement has obtained all necessary corporate authority to execute and perform the terms of the within Development Agreement.

6.2.6 If required by the City, Waterstone shall provide the City with a legal counsel's opinion, in a form acceptable to the City, with respect to the matters described in this section.

7. Defaults and Remedies.

7.1 Events of Default by City. Any one or more of the following shall constitute an "Event of Default" of the City.

7.1.1 Any representation or warranty made by the City shall prove incorrect or untrue in any material respect when made and have a material adverse effect on Waterstone or its rights under this Development Agreement;

7.1.2 The City shall fail or refuse to fulfill any of its material obligations under this Development Agreement, (unless such failure or refusal is caused by the acts or omissions of Waterstone, or its servants or agents) including, without limitation, the failure by the City to undertake or complete the Public Infrastructure Improvements or to complete any of its obligations within the time frames established by the Development Schedule attached hereto as Exhibit C unless such timeframes have been extended and mutually agreed upon by the City and Waterstone pursuant to this Development Agreement;

Provided, however, that no such failure shall constitute an Event of Default unless and until:

7.1.3 Waterstone has given written notice to the City stating that in its opinion a particular default exists that will, unless corrected, constitute a material breach of this Development Agreement or any related agreement on the part of the City and that such default will, in the opinion of Waterstone, give Waterstone a right to exercise its remedies pursuant to Section 8.1 unless such default is corrected within a reasonable period of time not to exceed ninety (90) days; and

7.2 Events of Default by Waterstone. Any one or more of the following shall constitute an "Event of Default" of Waterstone:

7.2.1 Waterstone shall fail to pay any amount due with respect to the TIF Bond(s) and/or to complete the improvements to be constructed by it

contemplated in this Development Agreement and such failure is not otherwise excused or extended under this Development Agreement;

- 7.2.2 Any representation or warranty made herein by Waterstone shall prove to be incorrect or untrue in any material respect when made and has a material adverse effect on the City or its rights under this Development Agreement; or
- 7.2.3 Waterstone fails or refuses to fulfill any of its material obligations under this Development Agreement (unless such failure or refusal is caused by the acts or omissions of the City, or its servants or agents) including, without limitation, the failure by Waterstone to complete any of its obligations within the time frames established by the Development Schedule attached hereto as Exhibit C as such timeframes may be extended pursuant to this Development Agreement; or
- 7.2.4 Waterstone (through the date of the completion of the Project and compliance with the terms of this Development Agreement, including responsibilities per Article 2) shall suffer the following:
 - 7.2.4.1 commencement by Waterstone (or any of such term's component entities) of a voluntary case under Title 11 of the United States Code as from time to time in effect, or by its authorizing, by appropriate proceedings of its board of directors, partners, members, or other governing body, the commencement of such a voluntary case;
 - 7.2.4.2 by its seeking relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief;
 - 7.2.4.3 by the entry of an order by a court of competent jurisdiction (a) finding it to be bankrupt or insolvent, (b) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (c) assuming custody of, or appointing a receiver or other custodian for all or a substantial part of its property;
 - 7.2.4.4 by an assignment for the benefit of its creditors, or admission in writing of its inability to pay its debts generally as they become due, or consent

to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

Provided however, that the foregoing shall not be deemed to constitute an Event of Default with respect to Waterstone if the debtor in possession, trustee, receiver, custodian, liquidator, agent or other party exercising control over the assets of the Party, affirms this Development Agreement without modification and within a reasonable period of time and provides evidence satisfactory to the City, in the City's sole discretion, of the capacity to continue the performance of Waterstone's obligations under this Development Agreement and to cure, in a timely manner, all breaches thereunder.

7.2.5 Once site work at the Project Premises has commenced, Waterstone has ceased active and substantial construction of the Project for a period of ninety (90) days, excluding winter shut down periods or except as provided by the Development Schedule attached hereto as Exhibit C, unless such timeframes have been extended and mutually agreed upon by the City and Waterstone pursuant to this Development Agreement (see Section 2.3 hereof).

7.2.6 None of 7.2.1 through 7.2.5 shall constitute an Event of Default unless and until:

7.2.6.1 The City has given written notice to Waterstone stating that, in its opinion, a particular default or defaults exist that will, unless corrected, constitute a material breach of this Development Agreement on the part of Waterstone and that such default or defaults will, in the opinion of the City, give the City a right to exercise its remedies pursuant to Section 8.2 unless such default is corrected within a reasonable period of time not to exceed ninety (90) days from the receipt of such notice..

8. Consequences of Defaults.

8.1 **Consequences of Events of Default by the City.** Upon the occurrence of an Event of Default by the City, Waterstone may proceed by appropriate proceedings, judicial, administrative or otherwise at law or in equity or otherwise to protect and enforce or recover its rights or damages to which it may be entitled to enforce performance by the City. Said proceeding is to be brought in the Strafford County Superior Court, and Waterstone may take any action and incur any expense necessary to cure or avoid any default and Waterstone may recover from the

City, and the City shall pay to reimburse Waterstone, for all expenses so incurred or that must be paid by Waterstone.

8.1.2 In the event the cure by the City delays work by Waterstone, Waterstone's obligations under the Development Schedule may be extended for the period of delay taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

8.2 **Consequences of Events of Default by Waterstone.** In the event of an event of default by Waterstone, the City may proceed by appropriate proceedings, judicial, administrative or otherwise in law or in equity to protect and enforce their rights to recover any actual damages to which they may be entitled and to enforce performance by Waterstone. Said proceedings to be brought in the Strafford County Superior Court and the City may take any action and incur any expense necessary to cure or avoid any default and the City may recover from Waterstone, and Waterstone shall pay to reimburse the City for all expenses so incurred or that must be paid by the City.

8.2.2 In the event the cure by the Waterstone delays work by the City, the City's obligations under the Development Schedule may be extended for the period of delay taking into account winter conditions and the difficulty of commencing, prosecution and completing construction during winter months (if applicable).

9. **Further Assurances/Cooperation.**

9.1 City staff shall attend all Zoning Board of Adjustment, Conservation Commission, and Planning Board meetings or public hearings concerning the Project. City staff shall also provide guidance with respect to the preparation of pertinent Zoning and Planning Board applications, as required. However, Waterstone shall be solely responsible for preparing and filing said applications, as well as paying all application fees associated therewith.

9.2 The Parties recognize and acknowledge that there are issues regarding the operation and maintenance of the Public Infrastructure Improvements during and particularly after their completion pursuant to the terms of this Development Agreement. These issues include, but are not limited to, maintenance of the Public Infrastructure Improvements, and the operation of the drainage system contemplated by such improvements. The Parties, therefore, mutually agree, to negotiate, approve and execute agreements, with reasonable provisions, relative to:

1. Maintenance issues with respect to Public Infrastructure Improvements, including, but not limited to, responsibilities with respect thereto; and
2. Drainage issues related to the Public Infrastructure Improvements designed to deal with drainage, including, but not limited to, (1) responsibilities with respect thereto; and (2) rules and/or regulations regarding drainage, etc.

9.3 In accordance with the provisions of Chapter 162-K of the New Hampshire Revised Statutes Annotated and the provisions of Section D.7 of the Granite Ridge Development District: Tax Increment Development Program & Financing Plan, adopted by the City on June 17, 2014 (the "TIF Plan"), the Parties agree that, except as otherwise provided for herein, the annual Maintenance Costs for the Public Infrastructure Improvements shall be paid by the TIF District Administrator from the so-called tax increment, to the extent of the availability of such tax increment funds after the payment of amounts due on the TIF Bond(s).

10. General Provisions.

101 This Development Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

10.2 If any term or provision of this Development Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Development Agreement shall continue to be fully valid and enforceable.

10.3 Notices, demands, consents, approvals or other instruments required or permitted by this Development Agreement shall be in writing and shall be executed by the party or an officer, agent, attorney of the party, and shall be deemed to have been effective as to the date of actual delivery, if delivered personally, or as of the third day from and including the date on which it is mailed by registered or certified mail, return receipt requested, with postage prepaid as follows:

To Waterstone:

Farmington Associates Properties Ground Tenant,
LLC
Attn: Josh Levy
322 Reservoir Street
Needham, MA 02494

To City:

City Manager

City of Rochester
31 Wakefield Street
Rochester, NH 03867

With a copy to:

City of Rochester
Attn: Finance Director
31 Wakefield Street
Rochester, NH 03867

10.4 Time is of the essence with regard to this Development Agreement.

10.5 This Development Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. This Development Agreement may be assigned by Waterstone to an entity that is a subsidiary or affiliate of Waterstone. Except as permitted herein, neither this Development Agreement nor any of the rights, interests or obligations of this Development Agreement may be assigned or delegated by any party without the prior written consent of the other parties.

10.6 Waterstone shall not pledge or assign this Development Agreement or any documents relating thereto as security for any financing without the prior written consent of the City except that Waterstone may finance and secure the construction of the building(s) or other improvements on the Project Premises and may pledge or assign this Development Agreement and any documents relating thereto in connection with such financing, but may not otherwise pledge or assign this Development Agreement or any documents relating thereto as security for any financing without the prior written of the City, which consent may not be unreasonably withheld or delayed; provided, however, in the event of said financing pledge and/or assignment, the obligations of Waterstone shall not be relieved or diminished.

10.7 The Parties anticipate that the obligations set forth herein will be further described in other agreements and/or deeds or leases as agreed to by the Parties. The Parties agree to cooperate in good faith with regard to each and every aspect required for the completion of construction, operation and financing contemplated by this Development Agreement. The Parties recognize, however, that the land use regulatory authorities of the City and the State must perform their responsibilities in accordance with the law governing that performance and consequently are not obligated in any way by this Development Agreement. The Parties agree to further negotiate in good faith and to enter into such other and further agreements as may be necessary to implement any aspect of design, engineering, or construction contemplated under this Development Agreement.

10.8 Waterstone submits to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Development Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Strafford County New Hampshire Superior Court.

10.9 Unless expressly stated otherwise in this Development Agreement, whenever a party's consent or approval is required under this Development Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Development Agreement, or whenever a party must act or perform before another party may act or perform under this Development Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

10.10 The execution of this Development Agreement does not preempt or supersede the review process or powers of any City or other governmental Board, Committee, Commission, or Department, or excuse Waterstone from the requirement to apply for and receive all necessary permits and approvals from all applicable City or other governmental Boards, Committees, Commissions, or Departments.

10.11 In the event that any of the terms or provisions of this Development Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Development Agreement, the remaining terms and provisions that are not effected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____day of _____, 2018.

CITY OF ROCHESTER

Witness

By:_____
Daniel W. Fitzpatrick, City Manager
Duly authorized

FARMINGTON ASSOCIATES PROPERTIES, LLC

Witness

By:_____
Joshua Levy, Manager
Duly authorized

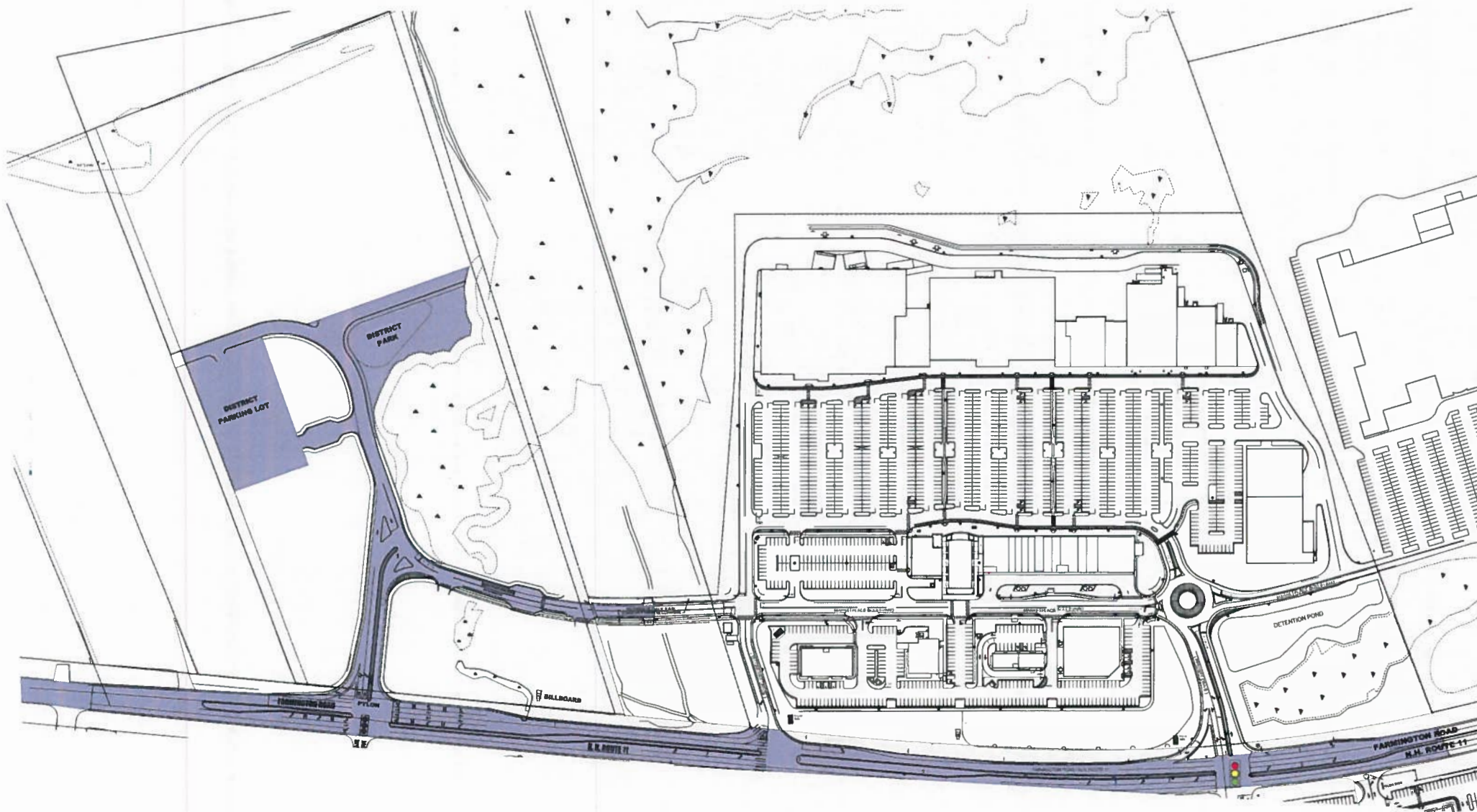
**FARMINGTON ASSOCIATES PROPERTIES
GROUND TENANT, LLC**

Witness

By: _____
Joshua Levy, Manager
Duly authorized

Exhibit A
Plan Showing the Project

1



THE
RIDGE

60 FARMINGTON ROAD, ROCHESTER, NH 03867

MERCHANDISING PLAN ONLY Date: 07.26.18

WATERSTONE PROPERTIES : 322 RESERVOIR STREET, NEEDHAM, MA 02494 : www.waterstonepg.com : (781) 559-3301

Exhibit B
Public Infrastructure Improvements

EXHIBIT B SCHEDULE

	PUBLIC INFRASTRUCTURE IMPROVEMENTS				
			Estimated Timeline		
	Scope	Footnote	Item	Start	Finish
A	Marketplace Blvd (Frontage Road) and infrastrucutre/District Parking Lot / District Park	2	Design Work	10/18	1/19
			City Approvals	1/19	2/19
			Bid Process and Award	2/19	3/19
			Submittals & Order	3/19	4/19
			Construction	4/19	6/2020
B	Remaining Work on Rt 11 Overlay and Permanent Markings (The Ridge)		Construction	6/18	9/18
C	Route 11 Improvements	2	Design Work	2/16	9/18
			City Approvals	2/16	2/19
			Bid Process and Award	2/19	3/19
			Submittals & Order	3/19	4/19
			Construction	4/19	10/19
DEVELOPMENT					
				Estimated Timeline	
	Scope		Item	Start	Finish
	Local Approvals			12/15	2/19
	State Approvals		Wetlands	Permit Approved 4/17	
			AOT	Permit Approved 4/17	
			WW Connection	11/18	2/19
			NHDOT	1/16	2/19
			Preliminary Design	Completed in 2016	
			Final Design	2/16	12/18
A	Phase II Sitework	3		8/17	12/2020
B	First Pad Delivery	4			12/2020
C	First Building Occupancy	4			6/2021

Footnotes

- 1: This schedule was developed based on assumptions that permitting agencies & local entities can meet, review and approve project documents in a timely manner
- 2: Amendment to City Task Order is required to revise Frontage Road and Offsite Improvement Plans
- 3: Excavation Activities began in August of 2017 and approved for expansion in April of 2018
- 4: This schedule is dependent on tenant interest at the site and may need to be adjusted to meet tenant needs

Exhibit C
Development Schedule

EXHIBIT C

<u>Phase</u>	<u>Description</u>	<u>Amount</u>
II	Marketplace Boulevard and Marketplace Boulevard Entrance Road	\$ 1,965,000
II	Sewer - Marketplace Boulevard	\$ 225,000
II	Water - Marketplace Boulevard	\$ 225,000
II	Rt 11 Widening and Crane Drive Signal (60 Farmington Road) & Remaining Work on Rt 11 Overlay and Permanent Markings (The Ridge)	\$ 2,185,000
II	District Parking Lot and District Park	\$ 2,100,000
II	Engineering Costs estimate	\$ 400,000
II	Contingency	\$ 330,000
	Total Budget	\$ 7,430,000

Exhibit D
First Amendment to Guaranty Agreement

FIRST AMENDMENT TO GUARANTY

This FIRST AMENDMENT TO GUARANTY is dated as of June __, 2018 and is by and between Farmington Associates Properties, LLC, Farmington Associates Properties Ground Tenant, LLC and (collectively, "Waterstone") and The City of Rochester, New Hampshire (the "City").

Reference is made to the following facts:

- A. On December 3, 2015, Farmington Associates Properties LLC and Waterstone Retail Development, Inc. and the City entered into that certain Development Agreement related to the development of the Project Premises, as such term was defined in the Development Agreement; and
- B. Farmington Associates Properties LLC has ground leased the Premises to Farmington Associates Properties Ground Tenant, LLC, and
- C. In connection with such Development Agreement, on December 3, 2015, Farmington Associates Properties, LLC and Waterstone Retail Development, Inc. executed in favor of the City that certain Guaranty of certain obligations (the "Guaranty"), as set forth in the Guaranty.
- D. The parties are now amending and restating the Development Agreement, and wish to have the Guaranty ratified and confirmed with respect to the amended and restated Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Reference is made to the Amended and Restated Development Agreement between the parties of even date herewith.
- 2. All references in the Guaranty to the "Agreement" are hereby amended to be the Amended and Restated Development Agreement.
- 3. Waterstone hereby accepts, ratifies and confirms all obligations undertaken by Waterstone under the Guaranty, with respect to the Amended and Restated Development Agreement, as if Waterstone were the original guarantor.
- 4. The City accepts Waterstone as the replacement guarantor for Waterstone Retail Properties, Inc., and releases Waterstone Retail Properties, Inc. (now known as "Waterstone Properties Group, Inc.") from any obligations under such guaranty

Executed as a sealed instrument under seal as of the __ day of June, 2018.

CITY OF ROCHESTER, NEW HAMPSHIRE

Witness

By: _____
Daniel W. Fitzpatrick, City Manager
Duly authorized

**FARMINGTON ASSOCIATES
PROPERTIES, LLC**

Witness

By: _____
Joshua Levy, Manager
Duly authorized

**FARMINGTON ASSOCIATES PROPERTIES
GROUND TENANT, LLC**

Witness

By: _____
Joshua Levy, Manager
Duly authorized

GRDD TIF Phase II
\$7.4M-Revised 8-2-18
May-2018 Assessed Values

08/02/2018

Fiscal Year	Tax Year	Tax Rate	Phase I Increment	Phase I Additional 30k Sq Ft	Phase II Increment	Other TIF Increment	Total Increment	Tax Revenues	Phase I Debt Service	Phase 2 Debt Service	Maint Expense	Tax Revenue Surplus	Cumulative Surplus
FY16	2015	\$28.15	\$4,440,056	\$0	\$0	\$1,716,666	\$6,156,722	\$173,312	\$55,301	\$0	\$0	\$118,011	\$118,011
FY17	2016	\$28.36	\$11,930,456	\$0	\$473,600	\$1,265,016	\$13,669,072	\$387,655	\$119,216	\$0	\$0	\$268,439	\$386,450
FY18	2017	\$26.33	\$28,013,656	\$0	\$476,266	\$1,527,145	\$30,017,067	\$790,349	\$481,813	\$0	\$0	\$308,536	\$694,986
FY19	2018	\$27.57	\$30,472,219	\$0	\$476,266	\$1,372,789	\$32,321,274	\$891,098	\$467,013	\$0	\$0	\$424,085	\$1,119,071
FY20	2019*	\$27.57	\$30,472,219	\$855,000	\$476,266	\$2,000,000	\$33,803,485	\$931,962	\$452,013	\$0	\$0	\$479,949	\$1,599,020
FY21	2020	\$27.75	\$30,472,219	\$2,850,000	\$476,266	\$3,000,000	\$36,798,485	\$1,021,158	\$437,413	\$508,750	\$75,000	(\$5)	\$1,599,015
FY22	2021	\$27.75	\$30,472,219	\$2,850,000	\$3,922,000	\$3,000,000	\$40,244,219	\$1,116,777	\$424,463	\$1,003,625	\$75,000	(\$386,311)	\$1,212,704
FY23	2022	\$28.00	\$30,472,219	\$2,850,000	\$6,012,000	\$3,000,000	\$42,334,219	\$1,185,358	\$411,513	\$975,875	\$75,000	(\$277,030)	\$935,674
FY24	2023	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$398,563	\$948,125	\$85,000	(\$100,030)	\$835,644
FY25	2024*	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$389,313	\$920,375	\$85,000	(\$63,030)	\$772,614
FY26	2025	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$381,913	\$892,625	\$85,000	(\$27,880)	\$744,734
FY27	2026	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$369,103	\$864,875	\$100,000	(\$2,320)	\$742,414
FY28	2027	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$0	\$837,125	\$100,000	\$394,533	\$1,136,947
FY29	2028	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$0	\$809,375	\$100,000	\$422,283	\$1,559,231
FY30	2029*	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$0	\$781,625	\$100,000	\$450,033	\$2,009,264
FY31	2030	\$28.00	\$30,472,219	\$2,850,000	\$11,237,000	\$3,000,000	\$47,559,219	\$1,331,658	\$0	\$383,875	\$100,000	\$847,783	\$2,857,047

NOTES-ASSUMPTIONS:

Debt:

\$7.4M, 3.75% interest, level principal declining interest, 10 Year amortization
Bond Cycles 50% FY21/TY20, 50% FY22/TY21 match to project completion dates

Phase I: Increment adjusted for current 2018 Preliminary Assessments as of May-18

Additional Phase I Increment: Projection assumes the additional 30k sq ft of space remaining to be built in Phase I will be at 100% by Tax Year 2021

Phase II Increment: Tax Year 2017 to 2020 land value only. New building & land estimated values of \$10.8M begin 2021 at 30%, 50% 2022, 100% begins 2023.

All Other GRDD Increment:

Actual current GRDD All Other :\$2M, assumption: \$1M increase, flat lined \$3M FY21-FY29

Tax Rate: Flat at \$28 Tax Year 2022 to 2030

*** 2019, 2024, 2029-Anticipated Revaluation Years**

Sewer Pump Station: \$1.2M-Excluded - Recommended Sewer Fund upfronts project \$600k cash, \$600k bond, GRDD owes the Sewer fund, repayment terms to be determined

*Intentionally
left blank...*

City Clerk's Office

Resolution Authorizing a Grant to SOS Recovery in the amount of \$25,000.00

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:

That the City Council approves a grant to SOS Recovery in the amount of Twenty Five Thousand Dollars (\$25,000.00) to be used in connection with rehabilitation and counseling services provided by SOS Recovery within the City of Rochester.

Further, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to identify, designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution.