



**Rochester City Council Public Hearing  
November 21, 2017  
Council Chambers  
7:00 PM**

**Agenda**

- 1. Call to Order**
  - 2. Community Development Block Grant [CDBG] Annual Action Plan FY 2018-2019 P. 5**
  - 3. Amendments to Chapter 42, of the General Ordinances, Regarding Variances P. 9**
  - 4. Comcast's Request for a Cable Television Franchise Agreement P. 13**
  - 5. Adjournment**
- 

**Rochester City Council Workshop  
November 21, 2017  
Council Chambers  
*Immediately following the Public Hearing***

**Agenda**

- 1. Call to Order**
- 2. Public Input**
- 3. Communications from the City Manager**
- 4. Communications from the Mayor**
- 5. Department Reports P. 57**
- 6. Historic District Commission – 38 Hanson Street presentation**
- 7. Other**
- 8. Non-Meeting/Non-Public**
  - 8.1. Non-Public, Land, RSA 91-A: 3, II (d)**
- 9. Adjournment**

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City Clerk's Office

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**Rochester City Council Special Meeting**  
**November 21, 2017**  
**Council Chambers**  
*Immediately following the City Council Workshop*

**Agenda**

- 1. Call to Order**
- 2. Determine Rules of Procedure for Municipal Ballot Keno Recount RSA 44:17 P. 131**
- 3. Adjournment**

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**City of Rochester Formal Council Meeting**

**AGENDA BILL**

**NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

**CC FY 18 2017,11-08 AB 41**

AGENDA SUBJECT First Public Hearing for FY 2018-2019 CDBG Annual Action Plan
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COUNCIL ACTION ITEM <input type="checkbox"/> INFORMATION ONLY <input checked="" type="checkbox"/>
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FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
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RESOLUTION REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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AGENDA DATE	November 8, 2017		
DEPT. HEAD SIGNATURE	Karen Pollard, signature on file		
DATE SUBMITTED	September 27, 2017		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	<b>1</b>	

**COMMITTEE SIGN-OFF**

COMMITTEE	Community Development Committee
CHAIR PERSON	Elaine Lauterborn

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	
CITY MANAGER	

**FINANCE & BUDGET INFORMATION**

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

**LEGAL AUTHORITY**

24 CFR 91.105 requires citizen participation and consultation in the City's CDBG action plan drafting process.

**SUMMARY STATEMENT**

The City of Rochester receives federal grant funding through the Community Development Block Grants(CDBG) program, which is administered through the U.S. Department of Housing & Urban Development (HUD). As part of this funding process, the City must submit an Annual Action Plan to HUD that outlines its proposed uses of the grants received. The Annual Action Plan outlines the City of Rochester's identified priorities and areas of need for community development, housing, and assistance to low and moderate income residents of the City. It is developed with input from members of the public, relevant city departments, and community stakeholders such as non-profits providing services to City residents and local businesses.

After the Annual Action Plan is drafted, it is made available to the public for review and comment. Once the draft Annual Action Plan has been drafted and made available, there will be a public comments period and a second public hearing, both tentatively scheduled for spring 2018.

**RECOMMENDED ACTION**

Allow the Community Development Coordinator to present an overview of the Community Development Block Grant program and the FY 2018-2019 Annual Action Plan drafting process, and refer to a public hearing to be held on Tuesday, November 21, 2017.

## Public Hearing Regarding Annual Action Plan for FY 2018-2019

The City of Rochester receives federal grant funding through the Community Development Block Grants (CDBG) program, which is administered through the U.S. Department of Housing & Urban Development (HUD). As part of this funding process, the City must submit an Annual Action Plan to HUD that outlines its proposed uses of the grants received. The Annual Action Plan outlines the City of Rochester's identified priorities and areas of need for community development, housing, and assistance to low and moderate income residents of the City. It is developed with input from members of the public, relevant city departments, and community stakeholders such as non-profits providing services to City residents and local businesses.

Projects funded during the FY 2017-2018 grant cycle have included:

- Housing weatherization program for low and moderate income residents
- Assistance to regional homeless shelters
- High school equivalency test preparation services
- Rental assistance to low income residents and residents with disabilities
- Installation of night lights at the Rochester Community Center tennis courts

Full details about all FY 2017-2018 funding allocations are available in the FY 2017-2018 Annual Action Plan, which is available online at <http://www.rochesternh.net/community-development-division>.

After the Annual Action Plan is drafted, it is made available to the public for review and comment. Once the draft Annual Action Plan has been drafted and made available, there will be a public comments period and a second public hearing, both tentatively scheduled for spring 2018.

Comments and concerns can be submitted to Community Development Coordinator Julian Long via email at [julian.long@rochesternh.net](mailto:julian.long@rochesternh.net), via telephone at 603-335-7519, or via postal mail at 31 Wakefield Street, Office of Economic & Community Development, Rochester, NH 03867.

Drafts of the FY 2018-2019 Annual Action Plan and other official postings will be posted to the Community Development webpage, which is available online at <http://www.rochesternh.net/community-development-division>.

FY 2017-2018 Annual Action Plan:

<https://www.rochesternh.net/community-development-division/pages/action-plans>

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City Clerk's Office

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**AMENDMENT TO CHAPTER 42 OF THE GENERAL ORDINANCES OF THE CITY OF  
ROCHESTER REGARDING VARIANCES**

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:

**42.4 Zoning Board of Adjustment and Building Code Board of Approval**

\*  
\*  
\*

2. Variances.

*I.* The board may authorize, upon appeal in specific cases, a variance from the terms of the zoning ordinance if it determines that all of the following conditions are met:

- a.* The variance will not be contrary to the public interest;
- b.* The spirit of the ordinance is observed;
- c.* Substantial justice is done;
- d.* The values of the surrounding properties are not diminished; and
- e.* Literal enforcement of the provisions of the ordinance would result in an unnecessary hardship, as follows:

i. For the purposes of this condition, "unnecessary hardship" means that, owing to special conditions of the property that distinguish it from other properties in the area:

- (a) No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property; and
- (b) The proposed use is a reasonable one.

ii. If the criteria in subparagraph i, above, are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable reasonable use of it.

*II. The board shall determine whether to grant a variance by voting on each of the criteria in subparagraph I separately. The board shall grant a variance only if each of the five (5) criteria receives at least three (3) votes in the affirmative.*

*III. Each criteria receiving at least three (3) votes in the affirmative or negative, must include findings of fact to support such vote, said findings of fact must each receive at least three (3) votes in the affirmative.*

*IV. Notwithstanding Subparagraphs I and II, the board may grant a variance from the*

terms of a zoning ordinance without a finding of a hardship arising from conditions of a premise<sup>11/16/17</sup> subject to the ordinance, when reasonable accommodations are necessary to allow a person or persons with a recognized physical disability to reside in or regularly use the premises, provided that:

*a.* An variance granted under this paragraph shall be in harmony with the general purpose and intent of the zoning ordinance; *and*

*b.* In granting any variance pursuant to this paragraph, the zoning board of adjustment may provide, in a finding including in the variance, that the variance shall survive only so long as the particular person has a continuing need to use the premises.

**The effective date of these amendments shall be upon passage.**



**City of Rochester Formal Council Meeting**

**AGENDA BILL**

**NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

AGENDA SUBJECT Amendment to Ordinance 42.4 regarding voting for variances
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COUNCIL ACTION ITEM <input checked="" type="checkbox"/> INFORMATION ONLY <input type="checkbox"/>
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FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
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RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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AGENDA DATE	October 3, 2017		
DEPT. HEAD SIGNATURE	Terence O'Rourke, City Attorney		
DATE SUBMITTED	September 19, 2017		
ATTACHMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED	6	

**COMMITTEE SIGN-OFF**

COMMITTEE	Planning Board
CHAIR PERSON	Nel Sylvain, Chairman

**DEPARTMENT APPROVALS**

DEPUTY CITY MANAGER	
CITY MANAGER	

**FINANCE & BUDGET INFORMATION**

DIRECTOR OF FINANCE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

**LEGAL AUTHORITY**

RSA 675:6
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**SUMMARY STATEMENT**

The recommended changes to Ordinance 42.4 would require the Zoning Board of Adjustment (ZBA) to vote individually on the five (5) criteria necessary to obtain a variance and to make accompanying findings of fact. These recommended changes were unanimously approved by the Planning Board on September 18, 2017.

**RECOMMENDED ACTION**

First reading and refer to Public Hearing.

**CABLE TELEVISION FRANCHISE**

**GRANTED TO**

**LEGAL ENTITY**

**BY THE**

**CITY COUNCIL  
CITY OF ROCHESTER, NEW HAMPSHIRE**

**DRAFT DATE: OCTOBER 19, 2017**

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**AGREEMENT**

This Agreement, made this \_\_\_ day of \_\_\_\_\_, 2017, between the City Council of the City of Rochester, NH as statutory Franchising Authority pursuant to RSA: 53-C, and LEGAL ENTITY (“Comcast”).

**WITNESSETH**

WHEREAS, the Franchising Authority of the City of Rochester, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the City of Rochester; and

WHEREAS, On \_\_\_\_\_ 2017, the Franchising Authority conducted a public hearing and there has been opportunity for public comment, pursuant to Section 626(a) of the Cable Act, on \_\_\_\_\_, to ascertain the future cable-related community needs and interests of Rochester; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on the terms and conditions contained in this Franchise Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## ARTICLE 1

### DEFINITIONS

#### **Section 1.1-DEFINITIONS**

For the purpose of this Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) **Access:** The right or ability of any Rochester resident and/or any Persons affiliated with a Rochester non-commercial institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

(3) **Affiliate or Affiliated Person:** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person, excluding any entity related to the operations of NBC Universal.

(4) **Basic Service:** Any service tier which includes the retransmission of local television broadcast signals.

(5) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(6) **Cable Service or Service:** The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.

(7) **Cable System or System:** A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (D) an open video system that complies with Section 653 of the Communications Act, or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(8) **City:** The City of Rochester, New Hampshire.

(9) **City Council:** The City Council of the City of Rochester, New Hampshire.

- (10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (11) Complaint: Complaint: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Franchisee's control, and (2) requires a corrective measure on the part of the Franchisee.
- (12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (13) Department of Public Works ("DPW"): The Department of Public Works of the City of Rochester, New Hampshire.
- (14) Digital Terminal Adapter ("DTA") A set-top box deployed by the Franchisee that converts digital service to analog to support video to analog television sets. The DTA can also deliver digital video distribution to digital television sets via the cable input. The DTA does not support Video on Demand services, Digital Video Recorder (DVR) or Premium Services.
- (15) Downstream Channel: A channel over which PEG Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (16) Drop: The cable that connects each home or building to the feeder line of the Cable System.
- (17) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.
- (18) Effective Date of Franchise (the "Effective Date"): \_\_\_\_\_, 201\_.
- (19) FCC: The Federal Communications Commission, or any successor agency.
- (20) Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.
- (21) Franchise Fee: The payments to be made by the Franchisee to the City, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (22) Franchisee: **LEGAL ENTITY**, or any successor or transferee in accordance with the terms and conditions in this Franchise.
- (23) Franchising Authority: The City Council of the City of Rochester, New Hampshire.
- (24) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.
- (25) Gross Annual Revenues: All revenues derived by the Franchisee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be

Cable Services for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales;. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Gross Annual Revenues shall also include fees paid on Subscriber fees ("Fee on Fee") and home shopping revenues and advertising revenues on a pro-rata basis.

(26) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(27) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

(28) Leased Channel or Leased Access: A video channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(29) Normal Business Hours: Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(30) Origination Capability: An activated cable and connection to an Upstream Channel, which allows User(s) to transmit a Signal(s) upstream to a designated location.

(31) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(32) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(33) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(34) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(35) Pedestal: An environmental protection unit used in housing Cable Television System equipment and/or amplifiers.

(36) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(37) Prime Rate: The prime rate of interest at Bank of America, or its successor.

(38) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(39) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Rochester individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(40) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(42) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another.

(43) State: The State of New Hampshire.

(44) Subscriber: Any Person, firm, corporation or other entity in the City who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable System.

(45) Subscriber Network: The Cable System that is owned, operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.

(46) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Franchise, to a Person or a group of Persons.

(47) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(48) Upstream Channel: A channel over which PEG Signals travel from an authorized location to the System Headend.

(49) User: A Person utilizing the Cable System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

**ARTICLE 2****GRANT OF FRANCHISE****Section 2.1-GRANT OF FRANCHISE**

Pursuant to the authority of RSA Chapter 53-C of the laws of the State of New Hampshire, and subject to the terms and conditions set forth herein, the City Council of the City of Rochester, New Hampshire, as the Franchising Authority of the City, hereby grants a non-exclusive Cable Television Franchise to the Franchisee, authorizing and permitting the Franchisee to upgrade, install, operate and maintain a Cable System within the corporate limits of the City of Rochester.

This Franchise is subject to the terms and conditions contained in Chapter 53-C of the Laws of New Hampshire; the Cable Act; the regulations of the FCC; and all City, State and federal statutes and ordinances of general application, all as may be amended during the term of this Franchise.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Rochester within the municipal boundaries and subsequent additions thereto, including property over which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of New Hampshire and the City of Rochester. In exercising rights pursuant to this Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Franchise does not establish priority for use over other present or future permit holders or the City's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

**Section 2.2-TERM OF FRANCHISE**

The term of this Franchise shall be for ten (10) years, commencing on \_\_\_\_\_, 201\_ and expiring on \_\_\_\_\_, 202\_, unless sooner terminated as provided herein.

**Section 2.3-NON-EXCLUSIVITY OF THE FRANCHISE**

(a) This Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the City of Rochester; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any lawful purpose whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) Pursuant to RSA Chapter 53-C: 3-b(I), the grant of any additional Cable Television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Franchise.

**Section 2.4-POLICE AND REGULATORY POWERS**

By executing this Franchise, the Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce generally applicable by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable DPW regulations, and any generally applicable ordinances enacted by the City. Any conflict between the terms of this Franchise and any present or

future lawful exercise of the City's police and generally applicable regulatory powers shall be resolved by a court of appropriate jurisdiction.

**Section 2.5-REMOVAL OR ABANDONMENT**

Upon termination of this Franchise by passage of time or otherwise, and unless (1) the Franchisee renews its franchise for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

**Section 2.6-AMENDMENT BY MUTUAL AGREEMENT**

This Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Franchise.

### ARTICLE 3

#### TRANSFER AND ASSIGNMENT OF FRANCHISE

##### Section 3.1-TRANSFER OF THE FRANCHISE

(a) Subject to applicable law and compliance with the provisions in this Section 3.1, neither this Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefor on forms prescribed by the FCC.

(b) The application for consent to a Transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c) The Franchisee shall submit to the Franchising Authority an original and two (2) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment). The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for Transfer. The Franchising Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless both parties hereto agree to an extension of time.

(e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Franchise.

##### Section 3.2-EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Franchise.

(b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, the Franchising Authority may revoke and terminate this Franchise.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

##### Section 3.3-NO WAIVER OF RIGHTS

The consent or approval of the Franchising Authority to any assignment, lease, Transfer or sublease of the Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Franchise, and any such

Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Franchise.

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**ARTICLE 4****SYSTEM DESIGN****Section 4.1-SUBSCRIBER NETWORK**

(a) In accordance with the requirements of Article 5, the Franchisee shall construct, operate, maintain and make available to all residents of the City a Subscriber Network of at least 860 MHz.

(b) The Franchisee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Franchisee in stereo.

(c) The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

**Section 4.2-EMERGENCY ALERT SYSTEM**

The Subscriber Network shall be in compliance with the FCC's Emergency Alert System ("EAS") regulations and in accordance with applicable New Hampshire laws and/or regulations.

**Section 4.3-PARENTAL CONTROL CAPACITY**

The Franchisee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

## ARTICLE 5

### CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS

#### Section 5.1-SERVICE AVAILABILITY

(a) The Franchisee shall make Cable Service substantially available in the City within 18 months of the start of construction.

(b) Upon completion of the initial service area, the Franchisee shall make Cable Service available to every remaining residential dwelling unit in the City in accordance with Section 5.1 (c) and (d) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and MDU access agreements and will comply with applicable State laws and regulations.

(c) The Cable System shall be extended automatically, at the Franchisee's sole cost and expense, to any and all remaining areas of the City containing twenty (20) dwelling units or more per aerial mile or thirty (30) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System. For purposes of this section, a home shall only be counted as a "dwelling unit", if such home is within three (300) feet of the Public Way.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than three hundred feet (300') from the existing aerial Trunk and Distribution System and additions thereto. The Franchisee may charge residents located more than three hundred (300') feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than three hundred (300') feet from the existing Trunk and Distribution System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(e) The Cable Television System shall be further extended to all remaining areas in the City that do not meet the requirements of Section 5(c) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

- \* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;
- \* LE equals the number of dwelling units requesting Service in the line extension area and who subsequently pay a contribution in aid;
- \* CA equals the average cost of construction per mile in the City;
- \* P equals the thirty (20) dwelling units per aerial or thirty (30) dwelling units per underground mile of aerial plant; and
- \* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(f) Any dwelling unit owner located in an area of the City without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 5 (c) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than twenty (20) dwelling units per aerial or thirty (30) dwelling units per underground mile, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of dwelling units in the area and shall inform the requesting dwelling unit owner of the contribution in aid of construction (see Section 5 (d) above) that will be charged. The Franchisee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

(g) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the Town/City.

#### **Section 5.2-LOCATION OF CABLE TELEVISION SYSTEM**

The Franchisee shall operate and maintain the Cable Television System within the City of Rochester. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable City ordinances and regulations.

#### **Section 5.3-UNDERGROUND FACILITIES**

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the City, the Franchisee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

#### **Section 5.4-TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Franchisee shall comply with all generally applicable rules and/or regulations established by the Franchising Authority or its designee during the term of this Franchise regarding tree and/or root trimming and/or pruning.

#### **Section 5.5-RESTORATION TO PRIOR CONDITION**

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such

work shall be paid by the Franchisee upon demand by the Franchising Authority.

#### **Section 5.6-TEMPORARY RELOCATION**

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the party requesting such move. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

#### **Section 5.7-DISCONNECTION AND RELOCATION**

The Franchisee shall, without charge to the Franchising Authority and/or the City, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

#### **Section 5.8-SAFETY STANDARDS**

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the FCC, all applicable building codes and land use restrictions as the same exist or may be amended hereafter.

#### **Section 5.9-PEDESTALS**

In any cases in which Pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable regulations of the City; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the City in accordance with Section 5.12 below.

#### **Section 5.10-PRIVATE PROPERTY**

The Franchisee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

#### **Section 5.11-RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Franchise in order to ensure compliance with the terms and conditions of this Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority and/or its designee(s) shall be at the sole cost and expense of the City and shall have the prior written approval of the Franchisee, which approval shall be given in a timely manner and which approval shall not be unreasonably denied or withheld. Unless otherwise mutually agreed upon, the City shall give at least fourteen (14) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be afforded the opportunity to be present during all such inspections.

**Section 5.12-CABLE SYSTEM MAPS**

(a) Upon written request, the Franchise shall file with the Franchising Authority strand maps of the Cable System plant. Said strand maps shall include the routing of the Cable System, including all underground and aerial plant.

(b) Upon written request, the Franchisee shall make available to the Franchising Authority for inspection “as-built” maps of all Cable System plant at a mutually-agreeable location in Rochester.

**Section 5.13-COMMERCIAL ESTABLISHMENTS**

The Franchisee shall make Cable Service(s) available to any commercial establishments in the City provided that said establishment(s) agrees to pay for installation and monthly subscription costs as lawfully established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

**Section 5.14-SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System, only during periods of minimal use and, if practical, only after a minimum of twenty-four (24) hour notice to all affected Subscribers.

## ARTICLE 6

### SERVICES AND PROGRAMMING

#### Section 6.1-BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable System serving the City pursuant to applicable statute or regulation.

#### Section 6.2-PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 1** attached hereto and made a part hereof.

(b) The Franchisee shall provide the Franchising Authority and all Subscribers with thirty (30) days advance written notice of any change in its Rochester Programming line-up, if the change is within the control of the Franchisee.

#### Section 6.3-LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

#### Section 6.4-CABLE COMPATIBILITY

The Franchisee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

#### Section 6.5-CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers, if practical, in advance.

#### Section 6.6-FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Franchisee shall, upon written request, provide and maintain one (1) standard aerial installation Subscriber Cable Drop of 300 feet, (1) Outlet and monthly Basic Service to public schools, public libraries and other public buildings along the Cable System Trunk and Distribution System included in **Exhibit 2**, attached hereto and made a part hereof, and any other public buildings and schools as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop and Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City or any designated institution for the standard installation and provision of monthly Basic Service and related maintenance.

(b) The Franchisee shall supply one (1) Digital Transport Adapter for each Outlet, if necessary, without charge to the City, for the reception of monthly Basic Service. The Franchisee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Franchisee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such Drops and Outlets, prior to any such installation. The Franchisee shall provide installation of such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority, subject to Force Majeure.

## ARTICLE 7

### PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS AND CAPITAL FUNDING

#### Section 7.1-PEG ACCESS PROGRAMMING

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the City.

#### Section 7.2-PEG ACCESS CHANNELS

(a) Subject to Section 7.2 (c) below, within eighteen (18) months of making Cable Service available to Subscribers in the City, the Franchisee shall make available to the Franchising Authority and/or its designee(s) three (3) Downstream Channels for Rochester PEG Access use, as follows:

(b) The Franchisee shall provide the three (3) activated Downstream Channels for PEG Access use in standard digital (“SD”) format in the Franchisee’s Basic Service, the Franchising Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in SD format to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the PEG Access Channels Signal(s) on its Cable System in SD format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(c) Within eighteen (18) months of making Cable Service available to Subscribers in the City, in order to provide PEG Access Programming to subscribers, Franchisee and Franchising Authority shall utilize one of the following three methods of bringing PEG Access programming content onto the System:

1. from a City identified and designated point of demarcation;
2. via direct connections provided by Franchisee from specified PEG origination locations as set forth below in Section 7.3; or
3. by entering into an interconnection agreement with the existing provider of Cable Service in the city as set forth in Section 7.2(d).

(d) The Franchisee may, with the City’s written approval (which will not be unreasonably withheld) and at Franchisee’s expense, interconnect its Cable System with the existing cable operator’s cable system(s) in order to cablecast, on a live basis, all PEG Access Programming carried by the existing cable operator consistent with this Agreement. The Franchisee shall take commercially reasonable steps to accomplish such interconnection within eighteen (18) months of the date Cable Service is first available to any Subscriber. Interconnection may be accomplished by reasonable method of connection that permits Franchisee to cablecast PEG programming concurrent with delivery to Franchisee’s System, in substantially the form delivered to the Franchisee, without material alteration or deterioration in audio or video signal quality. Franchisee shall negotiate in good faith with the existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms and conditions. If requested by Franchisee, the city shall make a good faith effort to have the existing cable operator(s) provide such interconnection to the Franchisee on reasonable terms and conditions. The Franchisee and the existing cable operator(s) shall negotiate the specific terms and conditions of the interconnection agreement. If requested by Franchisee, the City may use reasonable efforts to assist in informally mediating disputes.

(e) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the City and/or PEG Access Users.

(f) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s), once established, without the advance, written notice to the Franchising Authority and/or its designee(s); such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

(g) The Franchising Authority and/or its designee(s) shall be responsible for the picture quality of PEG Access Programming at the input of the video transmitters that will be permanently located at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the Franchising Authority's and/or its designee(s) end-user equipment. The Franchisee may require access to said video transmitter(s) for the purpose of testing, maintaining, and/or adjusting output levels of the video transmitter; the Franchisee shall test and adjust the levels of such output as reasonably needed to ensure good picture quality. The Franchisee may request that the Franchising Authority and/or its designee(s) first test and determine if end-user equipment is the source of any apparent Signal problems.

### **Section 7.3-ORIGINATION POINTS**

CITY HALL- 31 Wakefield Street

COMMUNITY CENTER-150 Wakefield Street

ROCHESTER SCHOOL DEPARTMENT- 150 Wakefield Street

### **Section 7.4-PEG ACCESS EQUIPMENT CAPITAL FUNDING**

(a) The Franchisee shall provide funding to the Franchising Authority in the total amount of Two Hundred and Seventy Thousand Dollars (\$270,000.00) to be used for PEG Access capital and equipment purposes. The Franchisee shall provide such funding in ten equal payments of Twenty-Seven Thousand Dollars (\$27,000.00) to the City on an annual basis, no later than July 1st of each year of this Franchise.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and shall be paid to the Franchising Authority, at the annual rate of two percent (2%) above the Prime Rate.

### **Section 7.5-EQUIPMENT OWNERSHIP AND MAINTENANCE**

The City shall own and maintain (i) all PEG Access equipment in its possession, as of the Effective Date of this Franchise and (ii) all PEG Access equipment purchased with funding pursuant to this Franchise.

### **Section 7.6-PEG ACCESS CHANNEL(S) MAINTENANCE**

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

### **Section 7.7-CENSORSHIP**

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

### **Section 7.8-PEG ACCESSCABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be encoded and then transmitted from the PEG Access Origination Locations specified herein to the Headend or Hub, where such PEG Access Programming

shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or its designee(s). The Franchisee shall not charge the Franchising Authority and/or its designee(s) for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the City and/or its designee(s) to the designated Downstream PEG Access Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass-through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

**ARTICLE 8****FRANCHISE FEES****Section 8.1-FRANCHISE FEE PAYMENTS**

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to three percent (3%) of the Franchisee's Gross Annual Revenues, derived during each year of this Franchise. The Franchisee shall not be liable for Franchise Fees in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the PEG Access capital funding (Section 7.4); (ii) any interest due herein to the Franchising Authority and/or its designee(s) because of late payments; and/or (iii) any damages (Section 12.2).

(b) Subject to paragraphs (b)(i) and (b)(ii) below, said payments shall be made to the Franchising Authority on the following quarterly basis: (i) on or before May 15<sup>th</sup> of each year of this Franchise for the previous (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Franchise for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year of this Franchise for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year of this Franchise for the previous three (3) month period of October, November and December.

(i) The first 3% payment, for the period of the Effective Date through \_\_\_\_\_ shall be made on or before \_\_\_\_\_.

(ii) Subsequent 3% payments under this Franchise shall be made on the dates in paragraph (b) above.

(c) The Franchisee shall file with each such payment a statement, prepared by a financial representative of the Franchisee, documenting, in detail, the total of all Gross Annual Revenues of the Franchisee during the preceding year.

(d) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

(e) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

**Section 8.2-OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments in accordance with applicable federal law.

**Section 8.3-LATE PAYMENT**

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the City pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the City pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 8.4-RECOMPUTATION**

(a) Tender or acceptance of any payment required herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the Franchising Authority and shall occur in no event later than two (2) years after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchising Authority shall notify the Franchisee of such belief in writing and the Franchisee shall have thirty (30) days from receipt of such written notification to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

**Section 8.5-AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Rochester.

**Section 8.6-METHOD OF PAYMENT**

All Franchise Fee payments by the Franchisee to the Franchising Authority pursuant to this Franchise shall be made payable to the City.

**ARTICLE 9****RATES AND CHARGES****Section 9.1-RATE REGULATION**

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

**Section 9.2-NOTIFICATION OF RATES AND CHARGES**

(a) The Franchisee shall file with the Franchising Authority schedules which shall describe all Services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. The Franchisee shall notify all Subscribers and the Franchising Authority of any impending rate increases no later than thirty (30) days prior to such increase(s) and provide each Subscriber with a schedule describing existing and proposed rates for each Service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) day notice. No rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any additional charge.

(c) At least once a year during the term of this Franchise, the Franchisee shall distribute a written rate brochure to all Rochester Subscribers, which brochure shall list the lowest cost of Cable Service.

**Section 9.3-PUBLICATION AND NON-DISCRIMINATION**

All rates for subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

**Section 9.4-CREDIT FOR SERVICE INTERRUPTION**

Under Normal Operating Conditions, in the event that the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber upon request a pro rata credit or rebate in compliance with applicable law(s).

**ARTICLE 10****INSURANCE AND BONDS****Section 10.1-INSURANCE**

From the Effective Date and at all other times during the term of the Franchise, including the time for removal of facilities provided for herein, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

- (1) A comprehensive general liability policy naming the Franchising Authority, the City, its officers, boards, committees, commissions, and employees as additional insured on a primary and noncontributory basis for all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death or property damage in any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Overall limits of liability may be met through any combination of primary and excess liability insurance policies.
- (2) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:
  - (a) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, consequent death and property damage per occurrence;
- (3) Worker's Compensation and Employer's Liability in the minimum amount of:
  - (a) Statutory limit for Worker's Compensation; and
- (4) The following conditions shall apply to the insurance policies required herein:
  - (a) Such insurance shall commence no later than the Effective Date of this Franchise.
  - (b) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.
  - (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.
  - (d) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Franchise under which the City may immediately suspend operations under this Franchise, subject to the provisions of Section 12.1 herein.

**Section 10.2-PERFORMANCE BOND**

(a) The Franchisee shall obtain and maintain at its sole cost and expense throughout the entire term of the Franchise a faithful performance bond running to the City, with good and sufficient surety Franchised to do business in the State of New Hampshire in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Franchise.

(b) The performance bond shall be effective throughout the term of the Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the

provisions of Sections 12.1 and 12.2 infra.

(c) The performance bond shall be a continuing obligation of this Franchise. In the event that the City recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$100,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto or any damages recovered thereunder shall limit the liability of the Franchisee under the Franchise.

**Section 10.3-REPORTING**

The Franchisee shall submit to the Franchising Authority, or its designee(s), upon written request, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

**Section 10.4-INDEMNIFICATION**

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring City remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied

## ARTICLE 11

### ADMINISTRATION AND REGULATION

#### Section 11.1-REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Franchising Authority shall enforce the Franchisee's compliance with the terms and conditions of this Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

#### Section 11.2-PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing during each year of this Franchise. The Franchisee shall be provided timely notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Franchise, customer service and Complaint response, and PEG Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with reasonable, advance notice regarding the hearing date and compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

#### Section 11.3-NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Franchise.

#### Section 11.4-EMERGENCY REMOVAL OF PLANT

If, in case of fire or disaster in the City at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

#### Section 11.5-REMOVAL AND RELOCATION

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same,

which cost the Franchisee shall reimburse to the City.

**Section 11.6-JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

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**ARTICLE 12****DETERMINATION OF BREACH, LIQUIDATED DAMAGES-FRANCHISE REVOCATION****Section 12.1-DETERMINATION OF BREACH**

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have sixty (60) days from the receipt of such notice to:

(b) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(c) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with the Franchisee's response(s) or the Franchisee's efforts to cure, the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Franchise.

(e) In the event that the Franchising Authority, after such hearings, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies, by written notice to the Franchisee:

- i. seek specific performance of any provision of the Franchise which reasonably lends itself to such remedy as an alternative to damages;
- ii. commence an action at law for monetary damages;
- iii. foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- iv. declare the Franchise to be revoked subject to Section 12.3 below and applicable law;
- v. invoke any other remedy available to the City.

**Section 12.2-REVOCATION OF THE FRANCHISE**

In the event that the Franchisee fails to comply with any material provision of this Franchise, the Franchising Authority may revoke the Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

**Section 12.3-TERMINATION**

The termination of this Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by

the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

#### **Section 12.4-NOTICE TO OTHER PARTY OF LEGAL ACTION**

In the event that either party intends to take legal action against the other party for any reason, such moving party shall first, except where injunctive relief is sought, (i) give the other party at least forty-five (45) day notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

#### **Section 12.5-NON-EXCLUSIVITY OF REMEDY**

No decision by the Franchising Authority or the City to invoke any remedy under the Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

#### **Section 12.6-NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Franchising Authority to exercise, and no delay in exercising, any right in this Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Franchise shall impair any of the rights of the Franchising Authority under applicable law, subject in each case to the terms and conditions in this Franchise.

(c) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.

(d) Acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

## ARTICLE 13

### SUBSCRIBER RIGHTS & CONSUMER PROTECTION

#### **Section 13.1-TELEPHONE ACCESS**

- (a) The Franchisee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(1)(A)-(D).
- (b) The Franchisee's business-customer service office shall have a publicly listed local or toll-free telephone number.

#### **Section 13.2-CUSTOMER CALL CENTER**

(a) The Franchisee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

#### **Section 13.3-FCC CUSTOMER SERVICE OBLIGATIONS**

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309

#### **Section 13.4-BUSINESS PRACTICE STANDARDS**

The Franchisee shall provide the Franchising Authority and all of its Subscribers with the following information:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing and Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions; and
- (x) Security Deposits.

#### **Section 13.5-COMPLAINT RESOLUTION PROCEDURES**

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Franchising Authority, which shall within ten (10) days, forward copies of such complaints to the Franchisee. Franchisee will comply with RSA 53-C:3-d and RSA 53-C:3-e.

#### **Section 13.6-CONSUMER SALES STANDARDS**

At the time of initial solicitation or installation of service, the Franchisee shall provide written information to the prospective customer that lists (i) all rates and charges for all levels of Service; (ii) all tiers and other programming packages with a listing of channels or Services; and (iii) billing policies and procedures.

#### **Section 13.7-BILLING PRACTICES INFORMATION AND PROCEDURES**

- (a) Billing procedures shall be as follows:
- (i) The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.
  - (ii) The Franchisee shall provide all Subscribers with itemized bills that contain the information

required by federal law and/or regulation.

- (iii) Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill.
- (iv) In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of said dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving a written notification of said dispute from said Subscriber. If said dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into said dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute
- (v) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

#### **Section 13.8-DISCONNECTION AND TERMINATION OF CABLE SERVICES**

In no event shall the Franchisee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency, which may be as part of a monthly bill. Disconnection and/or termination of Cable Services shall be subject to applicable federal and/or State law(s) and regulation(s).

#### **Section 13.9-CHANGE OF SERVICE**

(a) Upon notification by a Subscriber to disconnect or downgrade Service, the Franchisee shall cease and/or adjust said Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall said Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of said change(s). In the event that

(b) Subscribers request disconnection or downgrade of Service(s), the Franchisee's charges, if any, shall comply with applicable federal law or regulation.

#### **Section 13.10-EMPLOYEE AND AGENT IDENTIFICATION CARDS**

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Franchisee.

#### **Section 13.11-PROTECTION OF SUBSCRIBER PRIVACY**

The Franchisee shall comply with applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act and regulations adopted pursuant thereto.

#### **Section 13.12-PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Franchisee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

## ARTICLE 14

### REPORTS, AUDITS AND PERFORMANCE TESTS

#### **Section 14.1-GENERAL**

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the City pertaining to the subject matter of this Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Franchisee's claim of a proprietary interest. If the City Solicitor agrees that the material is of a proprietary nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

#### **Section 14.2-SUBSCRIBER COMPLAINT LOG**

(a) The Franchisee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

- (i) Date, time and nature of the Complaint;
- (ii) Investigation of the Complaint; and
- (iii) Manner and time of resolution of the Complaint.
- (iv) If the Complaint regards equipment malfunction or the quality of reception, the Franchisee shall file a report to the Franchising Authority, upon written request, indicating the corrective steps it has taken, with the nature of the problem stated.
- (v) Upon written request, the Franchisee shall make available to the Franchising Authority records of such Complaints, as allowed by applicable law.

#### **Section 14.3-INDIVIDUAL COMPLAINT REPORTS**

The Franchisee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

#### **Section 14.4-ANNUAL PERFORMANCE TESTS**

Upon request, the Franchisee shall provide copies of its Rochester Cable System performance tests to the Franchising Authority in accordance with applicable FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

#### **Section 14.5-QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

**Section 14.6-DUAL FILINGS**

(a) Upon written request, and pursuant to Section 14.1(b), the Franchisee shall make available to the City, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Cable System operation hereunder, it shall immediately notify the other party in writing of said request, petition or waiver.

**Section 14.7-ADDITIONAL INFORMATION**

At any time during the term of this Franchise, upon the reasonable written request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to the Franchise, subject to Section 14.1 supra.

**Section 14.8-INVESTIGATION**

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a City governmental agency as it related to Franchisee's compliance with the terms and conditions of this Franchise Agreement.

**Section 14.9-ANNUAL CITY REVIEW**

At the City's request, the Franchisee shall attend annual meetings with authorized City official(s) to review compliance with the terms of this Franchise and matters of interest to either party. No later than five (5) days prior to such meeting either party may submit a list of items to be reviewed.

**ARTICLE 15**

**EMPLOYMENT**

**Section 15.1-EQUAL EMPLOYMENT OPPORTUNITY**

The Franchisee shall comply with all applicable State and federal laws regarding Equal Employment Opportunity.

**Section 15.2-NON-DISCRIMINATION**

The Franchisee shall adhere to all federal, State and local laws prohibiting discrimination in employment practices.

DRAFT

## ARTICLE 16

### MISCELLANEOUS PROVISIONS

#### **Section 16.1-ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### **Section 16.2-CAPTIONS**

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such captions shall not affect the meaning or interpretation of the Franchise.

#### **Section 16.3-SEPARABILITY**

If any section, sentence, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Franchise.

#### **Section 16.4-ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

#### **Section 16.5-FRANCHISE EXHIBITS**

The Exhibits to this Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Franchise.

#### **Section 16.6-WARRANTIES**

The Franchisee warrants, represents and acknowledges, that, as of the Effective Date of this Franchise:

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Franchise, to enter into and legally bind the Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise; and
- (c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Franchise.

#### **Section 16.7-FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivision, or officials, or any civil or military authority;

insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; hazardous safety conditions; and unavailability of essential equipment and/or materials beyond the control of the Franchisee, the Franchising Authority and/or the City.

#### **Section 16.8-APPLICABILITY OF FRANCHISE**

All of the provisions in this Franchise shall apply to, and are enforceable against, the City, the Franchisee, and their respective successors and assignees.

#### **Section 16.9-NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to:

- (i) City of Rochester  
Attn: City Council  
31 Wakefield Street,  
Rochester, NH 03867

or such other address(es) as the Franchising Authority may specify in writing to the Franchisee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to:

- (i) Comcast Cable Communications, Inc.  
Attn: Government Affairs  
181 Ballardvale Street-Suite 203  
Wilmington, MA 01887

with copies to:

- (ii) Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109
- (iii) Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1701 John F. Kennedy Blvd  
Philadelphia, PA 19103

or such other address(es) as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(c) All required notices shall be in writing.

#### **Section 16.10-CITY'S RIGHT OF INTERVENTION**

The City hereby reserves to itself, and the Franchisee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Franchise, or any provision in this Franchise.

**Section 16.11-NO RECOURSE AGAINST THE FRANCHISING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, transfer, or amendment of this Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

**Section 16.12-TERM**

All obligations of the Franchisee and the Franchising Authority set forth in the Franchise shall commence upon the execution of this Franchise and shall continue for the term of the Franchise except as expressly provided for herein.

**Section 16.13-NO THIRD PARTY BENEFICIARIES**

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

**DRAFT**

**EXHIBITS**

**EXHIBIT 1****PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Franchisee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

DRAFT

**EXHIBIT 2****FREE CONNECTIONS AND SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

The following schools and public buildings shall receive Drops and the monthly Basic Cable Service at no charge \*.

1	East Rochester Annex	Cocheo Ave
2	East Rochester School	Portland St.
3	Rochester Community Center	Wakefield St.
4	Creteau Regional Vocational Center	Wakefield St.
5	Spaulding High School	Wakefield St.
6	Maple Street School	Maple St.
7	Rochester Middle School	Brock St.
8	McClelland School	Brock St.
9	William Allen School	Granite St.
10	Rochester Public Library	South Main St.
11	Rochester City Hall	Wakefield St.
12	School Street School	School St.
13	Chamberlain Street School	Chamberlain St.
14	Dept of Public Works	Old Dover Rd.
15	Gonic School	Railroad Ave.
16	Wastewater Treatment Plant	Pickering Rd.
17	Water Treatment Facility	Strafford Rd.
18	Rochester Arena	Lowell St.
19	Rochester Police Station	Wakefield St.
20	Rochester Fire Station	Wakefield St.
21	Gonic Fire Station	Main St Gonic
22	SAU Office	Wakefield St.
23	East Rochester Fire Station	Main Street E.R.
24	Rochester Historical Society	Hanson St.
25	East Rochester Library	Main Street E.R.

**SIGNATURE PAGE**

In Witness Whereof, the Franchise is hereby issued as of \_\_\_\_\_, 201\_ by the City Council of the City of Rochester, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by **LEGAL ENTITY**

THE CITY OF ROCHESTER, NH  
By: City Council

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**LEGAL ENTITY**

By:

\_\_\_\_\_  
Tracy L. Pitcher, Senior Vice President  
Greater Boston Region

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City Clerk's Office

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***October Department Reports:***

- 5.1 Assessor's Office P. 59**
- 5.2 Building, Zoning, and Licensing Services P. 61**
- 5.3 City Clerk's Office P. 67**
- 5.4 Department of Public Works P. 69**
- 5.5 Economic & Community Development P. 77**
- 5.6 Finance Office P. 89**
- 5.7 Planning & Development Department P. 91**
- 5.8 Recreation & Arena P. 95**
- 5.9 Rochester Fire Department P. 97**
- 5.10 Rochester Police Department P. 105**
- 5.11 Rochester Public Library P. 125**
- 5.12 Tax Collector's Office P. 127**
- 5.13 Welfare Department P. 129**

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City Clerk's Office

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## City of Rochester, New Hampshire

Assessor's Office

19 Wakefield Street

Rochester, New Hampshire 03867-1915

(603) 332-5109

Email: [assessor@rochester.net](mailto:assessor@rochester.net)

Web Site: [www.rochesternh.net](http://www.rochesternh.net)

November 15, 2017

To: City Manager/Council

From: Theresa Hervey, Assessing

**Subject: October Council Report**

Revenue Received/Collection Warrants issued:

Current Use Change Taxes billed	\$12,300.00
Copies of Property Record Cards & Maps	\$ 9.50

- All of the assessing staff took a Current Use Webinar (50 Years of Open Space Preservation) on 10/18/2017.
- Jonathan Rice updated the Assessing Departments city web site page.
- The Field Assessor's are reviewing properties on the West side of Rochester for cyclical review and will be starting the permit inspections for all new construction very soon.
- The Revenue Building participated in the Trick or Treat on the Town last month. Thank you, to all the departments that donated candy for this event. All the little goblins enjoyed the treats!

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City Clerk's Office

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**City of Rochester, New Hampshire**  
**Department of Building, Zoning & Licensing Svcs**  
 31 Wakefield Street \* Rochester, NH 03867  
 (603) 332-3508 \* Fax (603) 509-1912  
 Website: www.rochesternh.net

## Zoning Monthly Report October 2017

**Cases:**

**2017-10** Roberta Fenton, applicant for a Special Exception to permit an accessory apartment in the Residential 1 zone, according to Article 42 table 18-A.

**Location:** 2 Rochester Ave. Rochester, NH 03867, 0109-0019-0000, in the R1 Zone.  
**Special Exception was granted.**

**2017-11** Kevin R. & Stephanie Burke applicants, a Variance to permit a horse to be kept on 2 acres of land in the agricultural zone. According to said terms Article 42.23, Section b.3.E.iii.

**Location:** 313 Blackwater Rd. Rochester, NH 03867, 0264-0037-0000, in the Agricultural Zone.  
**Variance was granted.**

~~**2017-12** RIGZ Enterprises, LLC, Rich Rigazio applicant, request a Variance to permit an addition that encroaches the setback requirements in the down town commercial zone. According to said terms Article 42 Table 19 b (foot note 1).~~

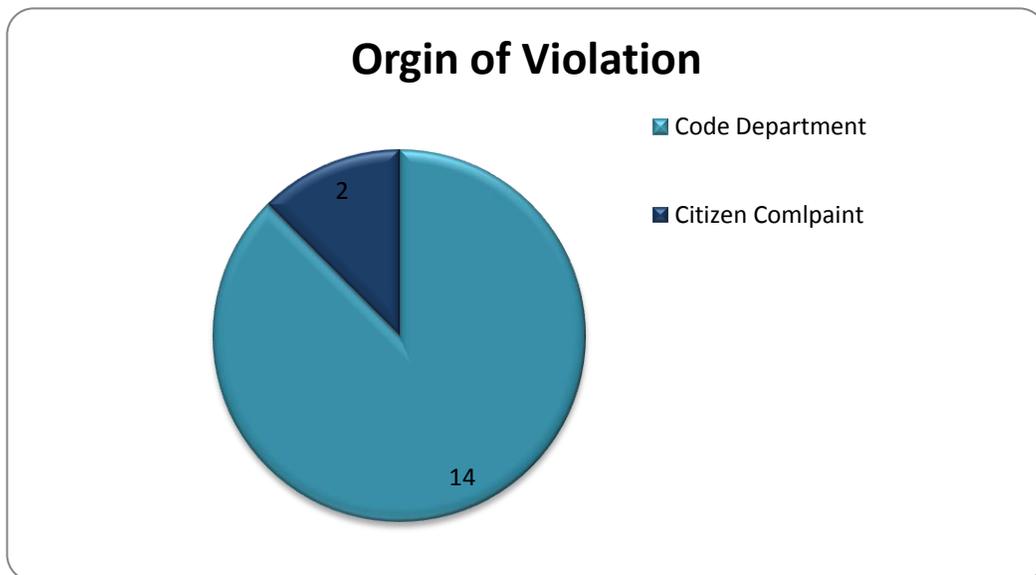
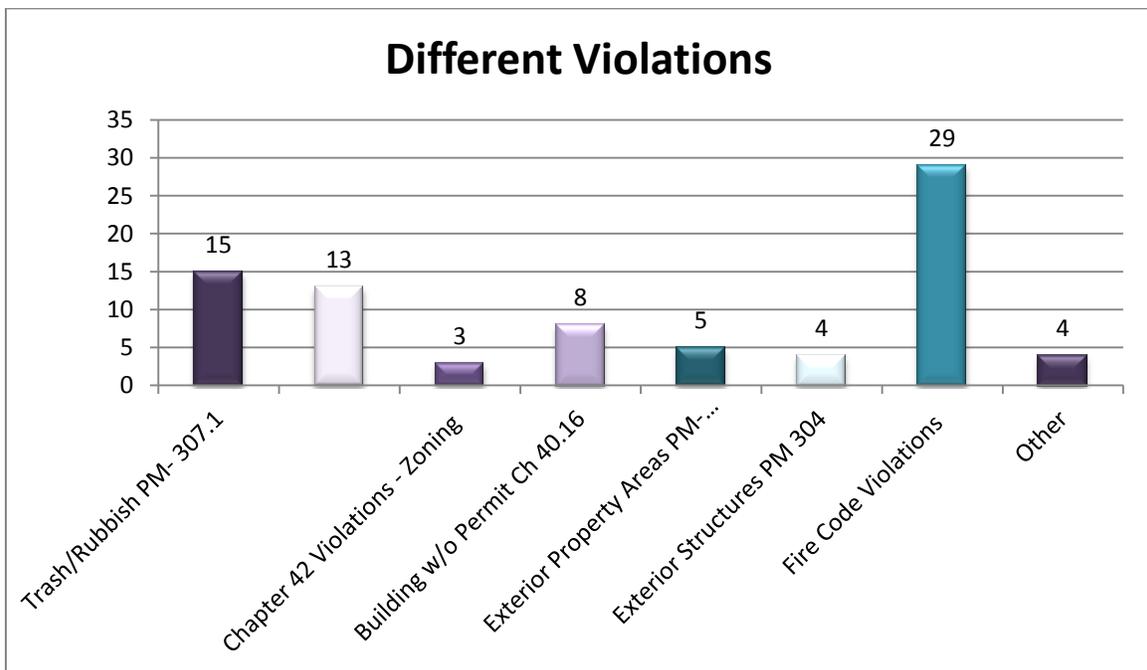
~~**Location:** 17 Signal St. Rochester, NH 03867, 0120-0019-0000, in the Down Town Commercial Zone- **Case 2017-12 withdrawn**~~

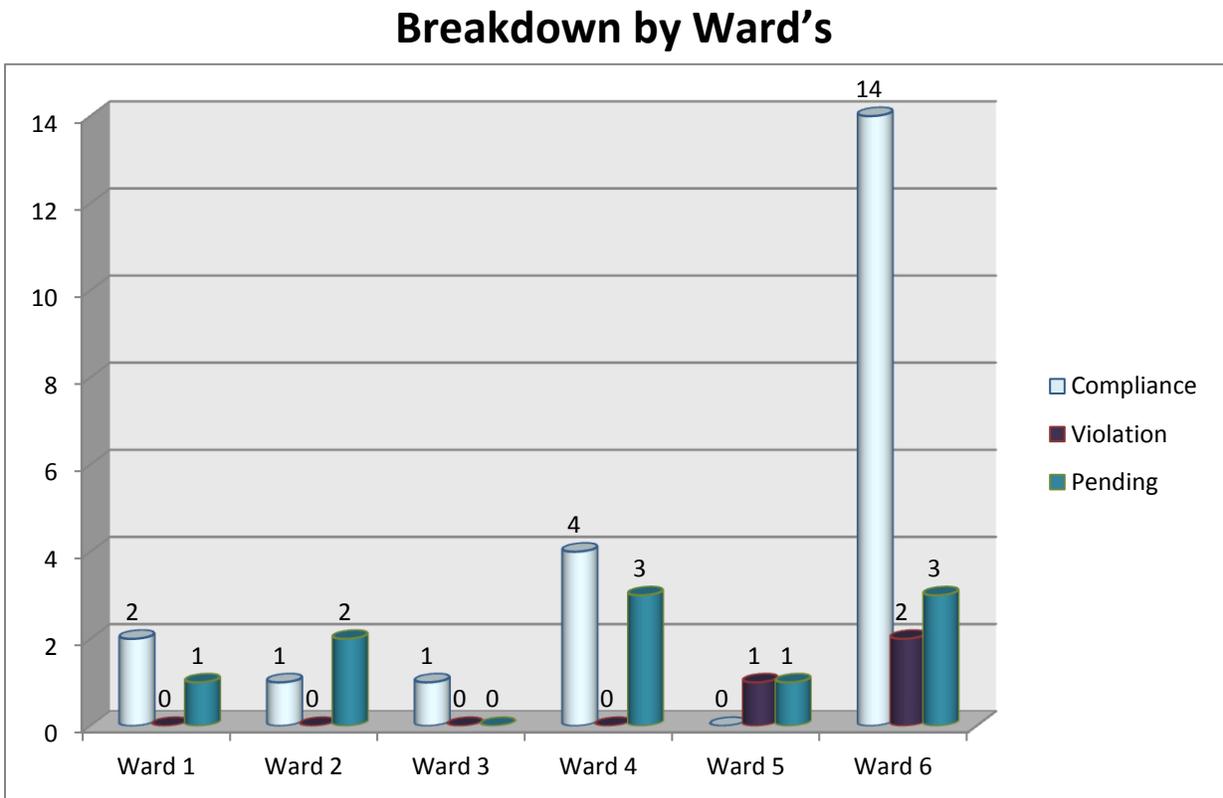
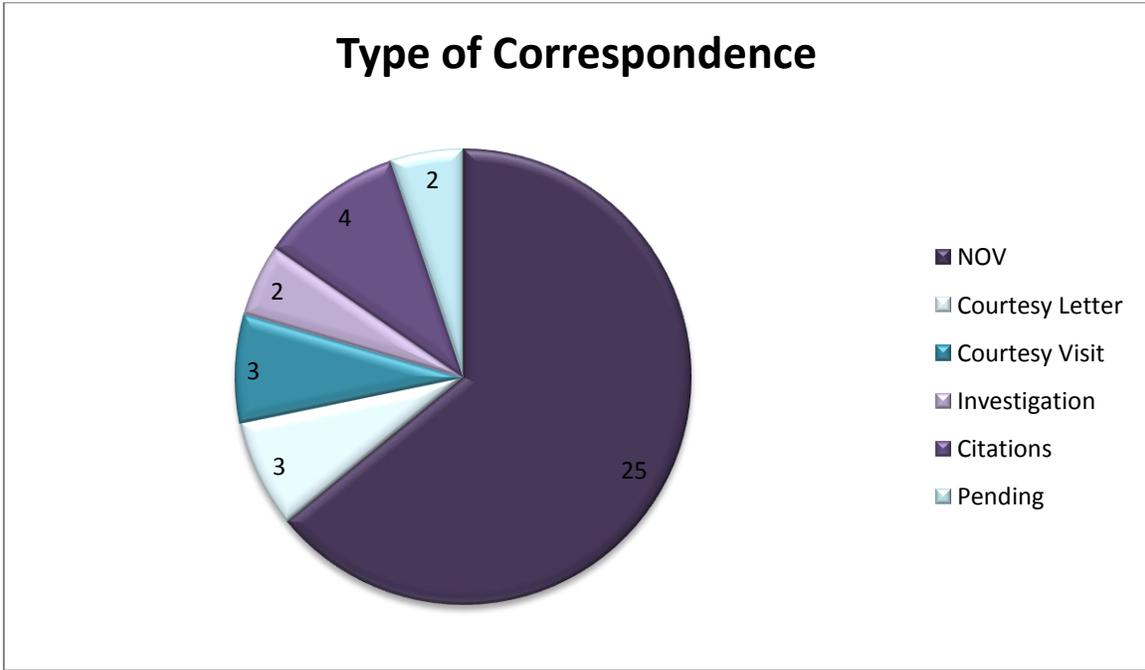
**2017-13** Corey MacKoul, applicant for a Special Exception to permit a home occupation 3 in the Residential 2 zone, according to Article 42 table 18-A.

**Location:** 147 Wakefield Street Rochester, NH 03867, 0113-0055-0000, in the R2 Zone.  
**Special Exception was denied.**

# October 2017 Monthly Report

For the month of October Code Compliance dealt with 38 properties that had compliance or zoning issues for a total of 81 documented issues. All of property owners in these cases received either a Courtesy Notice or a formal Notice of Violation asking for them to bring their property into compliance, of the 38 properties 27 of them have been closed and have come into compliance, and 11 of them are pending. Of the 11 issues that were pending from September, 3 of them have been closed and brought into compliance and 8 are still being investigated.





Respectfully Submitted,

Joseph Devine

Compliance Officer

# End of Month Council Report

11/16/17

To the Honorable Mayor and City Council of the City of Rochester, the following is a summary of the revenue collected and the activities performed by the Department of Building, Zoning and Licensing Services for the month of October 2017 with the fiscal Year to Date

The following data is subject to adjustment & revision pending further review and analysis as well as year-end closing adjustments.

## Department Revenue

Permit Type	October 2017	Year to Date
Building Permits	\$22,519.00	\$126,244.00
Electrical Permits	\$6,077.00	\$16,292.00
Gas Permits	\$0.00	\$0.00
Plumbing Permits	\$2,058.00	\$7,182.00
Zoning Permits	\$783.82	\$3,010.41
FireSuppression Permits	\$137.00	\$237.00
FireAlarm Permits	\$484.00	\$2,348.00
Sprinkler Permits	\$525.00	\$2,930.00
Mechanical Permits	\$3,595.00	\$15,168.00
Food_Milk Licenses	\$200.00	\$6,160.00
Taxi Licenses	\$0.00	\$100.00
General Licenses	\$1,020.00	\$1,070.00
<b>Net Revenue</b>	<b>\$37,398.82</b>	<b>\$180,741.41</b>

# End of Month Council Report

11/16/17

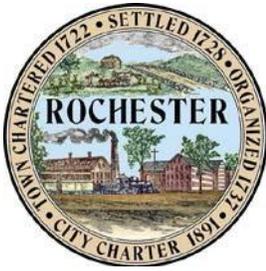
## Building Permit Detail

New Permits		October 2017		Fiscal Year to Date	
Permit Type	Permit For	Permits Issued	Estimated Construction Value	Permits Issued	Estimated Construction Value
Building Permits	Addition - Non-Residential	0	\$0.00	2	\$1,050,000.00
	Addition - Residential	1	\$3,500.00	7	\$126,300.00
	Alteration - Residential	6	\$113,570.00	29	\$521,821.00
	Alterations- Non Residential	2	\$60,100.00	11	\$503,524.00
	Apartment	0	\$0.00	0	\$0.00
	Barn	0	\$0.00	1	\$80,000.00
	Building - Non-Residential	1	\$160,000.00	5	\$3,789,000.00
	Condo	0	\$0.00	0	\$0.00
	Deck	6	\$23,668.00	31	\$176,856.00
	Demolition	2	\$4,000.00	22	\$70,652.00
	Fence	4	\$8,234.00	25	\$90,926.76
	Footing/ Foundation	8	\$12,000.00	41	\$109,132.00
	Garage	6	\$175,000.00	22	\$548,850.00
	Manufactured Home	9	\$561,000.00	33	\$2,299,012.00
	New Home	8	\$996,479.00	42	\$6,079,837.00
	Other	1	\$12,000.00	28	\$1,048,763.30
	Pool - Above Ground	0	\$0.00	3	\$19,600.00
	Pool - In Ground	1	\$23,800.00	1	\$23,800.00
	Repair/Replace - Non-Residential	2	\$18,000.00	5	\$218,700.00
	Repair/Replace - Residential	3	\$92,000.00	13	\$128,817.44
	Roofing	22	\$155,012.64	67	\$978,892.25
	Shed	9	\$33,028.75	25	\$95,028.75
	Siding	1	\$19,804.00	10	\$249,634.45
Sign	2	\$53,000.00	12	\$121,871.19	
Windows	2	\$1,900.00	13	\$107,850.25	
Electrical Permits	Electrical Underground	2	\$4,000.00	20	\$37,100.00
	Generator	6	\$40,142.50	7	\$47,502.50
	Meters	3	\$4,301.00	14	\$21,200.99
	Service	3	\$2,600.00	25	\$47,335.00
	Solar Electric System	0	\$0.00	5	\$67,507.02
	Temp Service	0	\$0.00	1	\$500.00

# End of Month Council Report

11/16/17

	Wiring	33	\$479,905.98	143	\$1,460,401.93
FireAlarm Permits	Fire Alarm Permit	2	\$5,250.00	16	\$155,515.00
FireSuppression Permits	Fixed Fire Suppression System	1	\$1,750.00	2	\$31,750.00
Mechanical Permits	Air Conditioning	1	\$225,000.00	15	\$471,239.00
	Furnace/Boiler	22	\$121,896.00	54	\$382,515.00
	Gas Line	3	\$1,601.00	14	\$48,236.00
	Gas Piping	14	\$102,848.00	35	\$185,070.00
	Heating	4	\$26,950.00	26	\$167,119.00
	Hot Water Heater	0	\$0.00	3	\$6,500.00
	Mechanical Underground	0	\$0.00	0	\$0.00
	Other	5	\$22,020.00	16	\$37,783.00
	Pressure Testing	1	\$100.00	5	\$1,475.00
	Propane Tank	7	\$6,600.00	22	\$24,089.05
	Sheet Metal Work	0	\$0.00	0	\$0.00
	Tank Installation	24	\$40,053.00	57	\$205,017.00
	Ventilation	0	\$0.00	1	\$45,000.00
	Plumbing Permits	Plumbing	31	\$137,745.00	106
Water Heater		5	\$5,023.00	11	\$17,014.00
Sprinkler Permits	Fire Sprinkler Systems	2	\$9,800.00	20	\$219,915.00
	<b>Total Permit Issued</b>	265	\$3,763,681.87	1066	\$22,822,690.88



City Clerk's Office  
 City Hall - First Floor  
 31 Wakefield Street, Room 105  
 ROCHESTER, NEW HAMPSHIRE 03867-1917  
 (603) 332-2130 - Fax (603) 509-1915  
 Web Site: <http://www.rochesternh.net>



**City Clerk's Report  
 October 2017**

**Vital Statistics**

As reported in the revenue chart below, the City Clerk's staff issued 257 initial copies of vital records, and 165 subsequent copies of vital records. The City Clerk's staff issued 15 Marriage Licenses.

The New Hampshire Division of Vital Records Administration generated the following report of statistics for the City of Rochester:

- 26 babies were reported in Rochester during the month of October, 9 of which were born to Rochester residents
- 33 resident deaths were reported in Rochester
- 15 couples celebrated their wedding ceremonies in Rochester during the month of October.

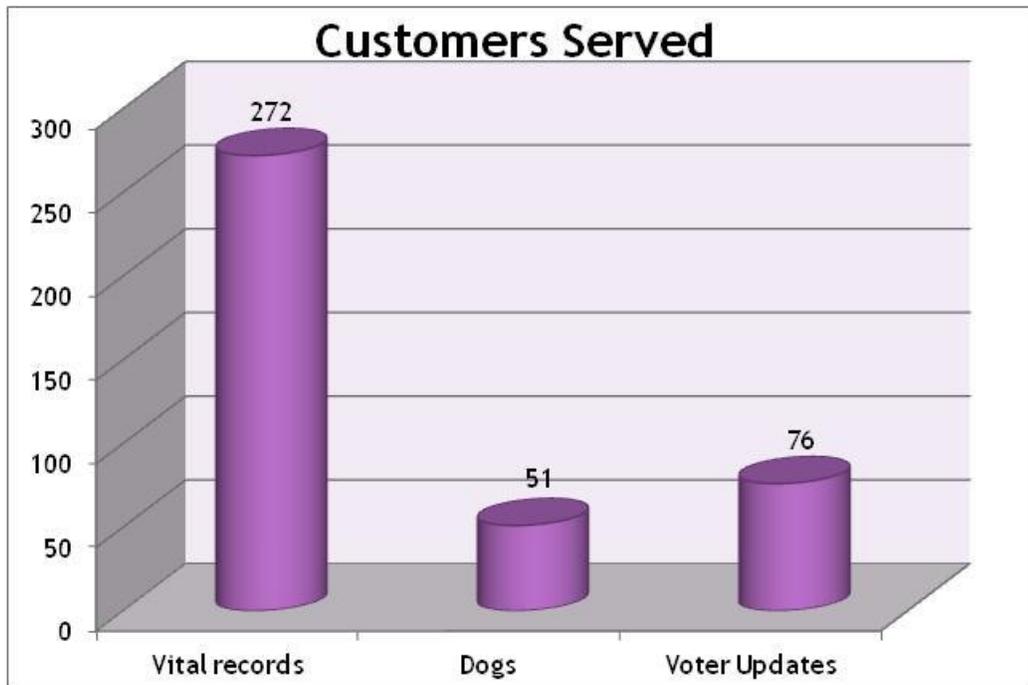
**Revenue – Vital Records/Marriage Licenses**

	2016		2017	
	State	City	State	City
Initial/Subsequent copies:	\$3,213	\$2,227	\$2,881	\$2,624
Marriage Licenses:	\$774	\$126	\$645	\$105
<b>Total:</b>	<b>\$3,987</b>	<b>\$2,353</b>	<b>\$3,526</b>	<b>\$2,729</b>

**Dog Licensing**

The City Clerk's office licensed 51 dogs during the month of October. Civil Forfeitures were collected in the amount of \$25.00

**Customers Served**



**Elections**

Michael Narducci, a representative from Electec, trained City Clerk staff members and Ward 4 election officials on the use of their e-pollbook electronic checklist system. The electronic checklist will be used on a trial basis in Ward 4 at the upcoming municipal election on November 7, 2017.

**Voter registration summary by party as of October 31, 2017:**

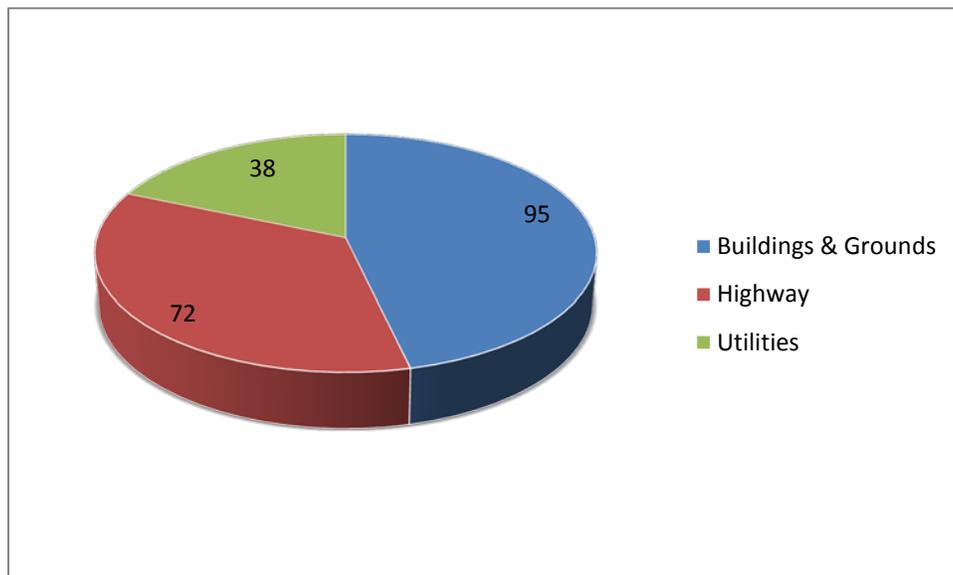
Ward	Democrats	Libertarians	Republicans	Undeclared	Totals
1	1,028	1	1,152	1,376	3,557
2	943	0	1,086	1,595	3,624
3	992	2	1,190	1,366	3,550
4	829	1	785	1,607	3,222
5	934	0	1,116	1,345	3,395
6	1,011	0	845	1,217	3,073
<b>Totals:</b>	<b>5,737</b>	<b>4</b>	<b>6,174</b>	<b>8,506</b>	<b>20,421</b>

Respectfully submitted,

Cassie Givara  
Deputy City Clerk

## ROCHESTER DEPARTMENT OF PUBLIC WORKS MONTHLY REPORT FOR October 2017

The Department of Public Works responded to 205 requests for service in the month of October. The Highway Division had 72 requests that ranged from trimming back brush, pothole and traffic light issues and other miscellaneous requests. The severe wind & rain storm we received at the end of the month produced numerous calls. The Utilities Division responded to 38 requests that included calls for water and sewer connection inspections, manhole and drain cover repairs and other miscellaneous concerns. The Buildings and Grounds Division had 95 requests which included plumbing repairs, electrical repair, numerous moving requests and requests for supplies.



DPW Service Requests October 2017

### HIGHWAY, FLEET MAINTENANCE

- Cleaned and inspected catch basins throughout the city.
- Painted crosswalks and stop bars in several locations
- Patched potholes
- Cleanup of trees, limbs and brush from severe wind/rain storm.
- Replaced two catch basins-one on Copeland Dr. and the other on Young St.
- Repaired 20 feet of 15 inch drain line at #2 Capitol Cir.
- Shim paved Pine Knoll Drive, Ground and paved Railroad Ave., Beaudoin Ct, Pine St, Flat Rock Bridge Rd and Spaulding Ave. bridge approach.
- Graveled roadsides
- Graded dirt roads
- Replaced inner pick up shoot on #13 the sweeper.
- Replaced blower computer on #63 Vac-Con
- Prepared and inspected all sanders for winter maintenance
- Replaced sander chain on sander #18
- Replaced 3 sub frames- one for Code Enforcement car and two for Assessing.



*Paving on Pine Knoll Drive*

## UTILITIES DIVISION

The Utility Division Completed the following work:

- City Wide Gate exercising
- Winterization of fire hydrants
- Hydrant Hysteria Competition-Tim Robare & George Steele; members of the Utility Division recently competed & placed 2<sup>nd</sup> in a NHWWA sanctioned hydrant building competition
- Uni-directional Hydrant Flushing continued and with increased scouring velocity less water was used to achieve clarity.
- Water Service replaced City Hall Annex
- Two mains were cut and capped
- Four flow tests were completed by request
- Two hydrants were repaired and one was replaced.
- Jetting and Vacuuming of Problematic Gravity Systems was completed per monthly schedule.
- Six new sewer services and five new water services were installed by private contractors and inspected by City Staff.
- There were two clogged sewers reported. The new sewer camera is helping to clearly rule out whether blockages are within the city main or on private services.



This is a picture taken with the new sewer camera which shows the sewer line at a multi-family rental unit at 17 Academy Street. The utilities division responded to a sewer blockage concern at this location. With the sewer camera we were able to clearly decipher that the City's main was visibly clear and that the private service was obstructed with roots and vegetation.

### BUILDINGS AND GROUNDS DIVISION

- Finished the remodeling of the new MIS office
- Currently remodeling the vacant space soon to be the Legal Dept. space at City Hall.
- Removed all old & outdated computers stored in City Hall basement.
- Fall Clean up of city properties continues and winterization of irrigation systems is complete.
- Winterized tennis courts by removing nets and windscreens.

### WASTEWATER TREATMENT DIVISION

Chad Pierce has been promoted from Maintenance Mechanic to Operator and Ryan Schafer has been promoted from Laborer to Pump Station Maintenance. This leaves the WWTP with two openings. We have both a Labor and a Maintenance Mechanic position open. Staff continues to work with the coalition of communities on related wastewater and Great Bay Estuary issues. Chief Operator, Dave Green, attended the annual industrial pretreatment coordinators meeting. Staff attended state sponsored training classes as well as mandatory harassment training. We continue to work with engineer on automation project. Surveying has been completed for the solids handling facility. Semi-annual service for gridbee's and solarbee's was completed. Design continues to move forward for River St. and Route 11 pump station upgrades. WWTP is working closely on state water quality standards for DO and 7Q10 criteria. The WWTP continues to collaborate closely with neighboring communities and industries on state of NH

NPDES delegated status evaluations. We have been in contact with the Norway Plains developer on evaluating pump station for transition to city ownership. An energy evaluation prepared by NHDES through a Federal grant is being reviewed. A new VFD was installed for intermediate pump #1. A UNH Grad student collected samples for a UV disinfection study. We as a department are still investigating illicit oil dumping – we've started to camera collection systems at locations of concern. Semi-annual SCADA system maintenance has been completed. The end of the month wind and rainstorm produced 3.3" of rain and many power bumps and outages occurred and were responded to by staff. All required testing for EPA and State has been completed and submitted. Staff performed preventative and corrective maintenance on equipment, machinery and instrumentation. Average effluent flow for the month was 1.924 million gallons per day (MGD). Percent of design flow = 38.3%. Percent of design flow for 2017 = 64.4%. Precipitation for the month = 7.45". Precipitation for 2017 = 40.11".

### **WATER TREATMENT DIVISION**

Treated water volume for the month of October was approximately 53.3 million gallons from the surface water treatment plant and 13.7 million gallons from the well. All water quality testing and monitoring was completed in accordance with NHDES requirements. The Third quarter disinfection byproducts remained within compliance levels. We are pleased to report that the City of Rochester again met and exceeded all State and Federal standards for drinking water. Inspections were conducted throughout the watershed; beaver dams were removed at the Oxbow outlet and Crown Point Crossing. Brush trimming has been performed along the upper raw water transmission main access road. Environmental consultants surveyed Round Pond and the Cocheco Wellhead. Monthly rainfall measured 3.8 inches at the Reservoir, and the recent heavy storm has resulted in Berry River overflowing its banks at several locations and necessitated increased cleaning of the diversion screens. Equipment and grounds maintenance was performed at the plant, well, and tanks and booster stations. Winterization at the tanks and stations was performed. Maintenance at the well included repairs to the bicarbonate system, chlorine feed, and propane supply system. Maintenance at the WTF included repairs to the sand filter drive knuckle, seasonal maintenance of the flocculator drives, cleaning and repairs in the pipe gallery, generator PMI at remaining locations, and analyzer cleaning and calibration. Minor process adjustments have been made due to reservoir destratification and increased organic loading from the river. We are awaiting final details and costs for repairs to the raw water intake and air scour lines. Groundwater investigative efforts were performed at RCH4 and RCH2. Staff from treatment and distribution attended the NHWWA Expo and Training session this month. Directional flushing is ongoing and producing measureable improvements within the system.



*George and Tim ready to hustle!*



*Placement of the new Dewey St. Bridge*



*Placement of the new Dewey St. Bridge*

## ENGINEERING

- **Surface Water Treatment Plant Upgrades:** Construction is substantially complete. Final items to be completed in the next month.
- **Salmon Falls Road/Milton Road Water and Sewer (EDA Project):** Construction of public sewer and water infrastructure has been completed, as well as the final pavement overlay. Private water and sewer connection work is anticipated to be completed in November 2017.
- **Franklin St./Western Ave. Area Improvements:** Construction of buried infrastructure and base pavement have been completed on Western Avenue. Water, sewer, and drainage infrastructure construction continues on Franklin Street. A change order has been processed that adds to the scope of work the completion of Third, Fourth, and Fifth Streets, as well as Adams Avenue between Third and Franklin Streets. Project completion has been extended to August 2018.
- **Colonial Pines Sewer Extension:** The construction project including pipe-jacking a sewer under the Spaulding Turnpike from Railroad Ave. to Birch Dr. began in April. Pipe-jacking of the sleeve pipe (diameter changed from 42-inch to 24-inch due to site conditions) is nearly complete and construction of the sewer infrastructure is scheduled for November 2017. Funding of future phases of this multi-phased sewer extension program have been included in the CIP budget over the next few years.
- **Pavement Maintenance & Rehabilitation:** Paving list for FY18 includes the following streets: Wakefield, City Hall Municipal Parking Lot, Dry Hill, Eastern, Lagasse, Wilfred, Chestnut, Irish, Osborne, Scott, Pray, Lisa, Stonewall, and the streets in the

Woodman/Myrtle project area. This work began in September with the paving of streets in the Woodman/Myrtle project area. Pavement reclamation began in October. Paving list for SB38 funds includes the following: Clow Court, Nadeau Drive, portions of Portland Street and Sampson Road, and Woodside Lane.

- **Columbus Avenue (Rte. 125) Pedestrian Bridge:** The new pedestrian bridge was opened in February 2016. Temporary sidewalk approaches to the bridge are planned to be replaced with more permanent sidewalk and railings. This project was advertised for bids and bids were received in May; however, only one bid was received. DPW is working with this bidder to complete the construction.
- **Dewey Street Pedestrian Bridge:** Construction of the replacement bridge began in September. The steel bridge structure was set on the abutments in October. Construction is expected to be completed in November 2017.
- **Strafford Square Roundabout:** Design continues. Bidding of the roundabout construction contract is now anticipated for 2018. Prior to that contract and in preparation for that construction, a utility infrastructure contract is anticipated to be bid for construction in 2018.
- **Water Treatment Plant Low Lift Pump Station Upgrade:** Design is at 90%. This project is scheduled to be advertised for bids in late fall/early winter 2017 and be constructed in spring 2018.
- **Fieldstone Village MHP Master Meter:** Construction of water main and associated appurtenances necessary for the installation of a master meter and master backflow prevention device for this manufactured home park was completed in October 2017. Final paving is scheduled for early November 2017.
- **Wastewater Interceptor Upgrades:** A Basis of Design Report has been received from the design consultant. This report summarizes alternatives and recommends a sewer collection system master plan before proceeding with final design.
- **NPDES Permit - Wastewater & MS4 Permit - Stormwater:** The draft NPDES Permit for the Wastewater Treatment Facility has not yet been issued by USEPA Region 1, however issuance could happen at any time. As far as the MS4 Permit for stormwater, the new NH Small MS4 General Permit was issued by USEPA Region 1 on January 18, 2017; the Permit becomes effective on July 1, 2018. Both USEPA Region 1 and NHDES have conceptually proposed the idea of an integrated permit, combining the WWTF NPDES Permit and the MS4 Stormwater Permit.

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City Clerk's Office

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City of Rochester, NH

# Office of Economic & Community Development

Management Report for the month of October 2017



Written & Compiled by: Jennifer Murphy Aubin  
10/31/2017



**Karen Pollard, CEcD, Economic Development Manager**

Governor's Advanced Manufacturing & High Tech Summit – Celebrating October as Manufacturer's Month, Oct. 27 was the Manufacturing Summit organized by the NH Manufacturing Extension Partnership. Sessions included the Status of NH Manufacturing and Assembling the Workforce Development Puzzle. Dean Kamen, Chairman of ARMI-BioFabUSA was the Keynote Speaker.

The Great Bay Community College ATAC hosted a Manufacturer's Breakfast for NH Manufacturer's Month. Karen Pollard was a speaker and panelist to discuss the impact of manufacturing on Rochester and the need for talent at many local employers. BAE Systems provided the Keynote Speaker.

**UNH Innovation Center**

Karen Pollard met with Mark Sedam at the UNH Innovation Center to discuss the recently announced Innovation Park and what that may mean for Rochester's investment into expanding our industrial parks and lands. The concept requires that businesses have an interactive relationship and long term financial commitment to the University. This space will carry a premium price but will be walk able to the University.

**Mental Health Discussion**

Manager Pollard was a panelist and speaker at the Frisbie Memorial Hospital sponsored breakfast meeting. Local leaders, businesses and health professionals spoke about the need for mental health services and early intervention at school or work.

Seacoast Manufacturer's Exchange was held on Oct 11, a full house of manufacturers and guidance counselors from Spaulding High School and the Middle School. Stuff Magazine was passed out. Copies have been put in City Councilor's mailboxes.

Zoning – Presentation to the City Council has been postponed until December 2017, however discussions and preparations continued with maps prepared by Dan Camera using GIS technology.

The REDC met at on October 19 at Jarvis Cutting Tools for a tour of the manufacturing facility. A quorum was not present, so no meeting was held afterwards.

Karen Pollard visited Spaulding Composites to meet with the CEO and discuss power outages and utility reliability. We were able to get Eversource on the scene the next day to investigate.

**Foreclosure Auction**

Scenic Theater Oct 10. The mortgage holder bid what she was owed and now owns the building. She met with Manager Pollard immediately following the auction to discuss her plans.

Northeast Economic Developers Association Conference in Providence RI. Karen Pollard is Secretary of the organization in 2017 and will be Vice President in 2018. She chairs the Marketing Awards



Committee and was MC of the Awards Luncheon and moderated a panel discussion with Award winners afterward. She also represented NH in the All States Session. Along with a walking tour of Downtown Providence, she attended sessions on Expanding Community Capital, Regional Collaboration and Collaborating with Higher Education.

**Jenn Marsh, Economic Development Specialist**

River walk Committee: The River walk Committee is working towards applying for grants for funding to start some projects. The major grant coming up is the TAP grant which is due summer 2018, Strafford County Regional Planning will be assisting in the grant writing.

**JOB Loans**

White Birch Ammo's loan was successfully closed after difficulty in finding a key man life insurance policy as collateral. They finally secured the necessary life insurance and closed on the first disbursement of their JOB Loan for \$37,500. If and when, they meet predetermined bench marks set forth by the White Birch and the JOB Loan Committee then they can request an additional \$37,500. The second disbursement is contingent upon JOB Loan Committee approval.

**Operation Thank You**

Eight City staff participated in the Chamber's annual Operation Thank You. Staff received the downtown area this year and delivered updated contact books and thanked those businesses for being Chamber members.

**Main Street**

The new Main Street Director and Board members held two meetings downtown for businesses to discuss what if any changes they would like to see in Rochester's Main Street program. Topics ranged from events that are successful for the businesses, communication, trainings and participation and why it has lacked in the last few years. The meetings were very successful and also served as a meet and greet for the new Director.

**Seacoast Manufacturing Exchange**

We invited local guidance councilors to our exchange to discuss work force issues and opportunities. The City of Portsmouth joined our meeting this month to observe as they have interest in holding similar meetings in their City. We also discussed the possibility of quarterly meetings outside of Rochester to include more seacoast businesses.

The Rochester Economic Development Commission met at Jarvis this month. We received an extensive tour of their facility and held a discussion with the business owner current events and issues they are experiencing. This is a great opportunity to ask the business about how they are doing, talk about possible expansions and how to keep their business growing.

The TIF Advisory Boards met every October to review the fiscal year financials and discuss the district's current and future needs. These Advisory Boards meet once a year unless there is need for additional meetings. Minutes for the GRDD and GSBP Advisory Boards meeting will be available shortly.



**Jennifer Murphy Aubin, Executive Secretary and Marketing & Public Relations**

**Brewery Outreach**

Secretary Aubin is working on a marketing package to appeal to craft breweries at the first Annual Craft Beer Conference in early November. Staff will be featuring and promoting the downtown district properties.

**Google 360 Virtual Tours**

Secretary Aubin is coordinating a photo shoot to capture the new building to show our new offices and quality services. Viewers will be able to access a panoramic tour of the exterior and interior of the office, giving a visual boost to the website and increase our Google search results. The shoot is slated for the first week of November. Links will be on the website.

**Downtown Rochester Enhancement**

Secretary Aubin led a beautification project with collaborative partner, Rochester Museum of Fine Arts by the installation of several murals by acclaimed NH artist, James Chase. The purpose of the project is to welcome both visitors and community members alike to the downtown, we care about the district, and we have wonderful small business activity and restaurants, as well as create a sense of place to welcome future development and investment.

<http://www.fosters.com/news/20171027/mural-brings-life-to-downtown-rochester>

ROCHESTER — A faculty member of the New Hampshire Institute of Art has used his talent to help beautify the downtown. A reception was held Friday evening to announce the project to the public at the location of some of the art.

James Chase placed striking murals throughout the downtown area of the Lilac City. Chase is director of community education and a member of the faculty at the New Hampshire Institute of Art.

“There are many boarded up windows in the downtown area,” said Matt Wyatt, chairman of the Rochester Museum of Fine Arts, “by putting up this art it gives it a much better appearance.” Wyatt is a graduate of Spaulding High School and was a classmate of Chase’s at NHIA. He also felt that the effort was a positive one for the youth of the community, “it will help breed young artists,” he said.

The project received assistance from numerous community sources. The Rochester NH Economic Development Department and Commission, Rochester Main Street and the Revolution Tap Room all supplied support, as well as the Rochester Museum of Fine Arts.

The locations of the art work are Factory Court, North Main Street and Wyandotte Walkway. Chase had a vision when creating the public art.

“It is bold and vibrant, it gives energy and life to these areas,” he said.

Susan Paige of the Rochester Opera House said that she was impressed with the concept and project. “This is very exciting; it gives bloom to our downtown. The flame has been lit,” she said.

The paintings have been applied to marine grade plywood and treated. They will last a long time. Amy Regan of the RMFA explained her opinion of the art work and project. “This is an excellent opportunity for the residents to see art in a live public area, instead of seeing it alone. It gives the public an opportunity to see and discuss the art, and that discussion can then make a community.”

### **Signs – Way Finding Projects, Granite State Business Park**

Executive Aubin designed the signs promoting sites at GSBP. There are many sign projects in process, so we are now working on a November installation timeline.



### **Information Technology, Meeting Rooms and Scheduling**

Secretary Aubin, along with representatives from the City Manager’s Office, Finance, Police and Legal, worked with Director Gonzalez to create a new scheduling process enabling employees to view and schedule meetings using Outlook, instead of having to call an individual person. A collaborative cross-department training, including Economic Development, Planning and Building, Zoning and Licensing Services, to go over the new system and get feedback. More technology trainings for departments

will be rolled out in the future.

### **Julian Long, Community Development Coordinator & Grants Manager**

#### **Community Development Coordinator Report, prepared and submitted by the Community Development Coordinator**

Report to follow on the following pages.



11/16/17

# City of Rochester, New Hampshire

Division of Community Development

31 Wakefield Street, Rochester NH 03867

(603) 335-7522 [www.rochesternh.net](http://www.rochesternh.net)

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## Community Development Coordinator Report

Prepared and submitted by the Community Development Coordinator

October 2017- November 2017

- **Continuing Projects**
  - Homeless Center for Strafford County – Generator Project: Berry’s Electrical has started work on this project, and it should be completed by the end of November.
  - Rochester Main St. Façade Program: The façade restoration at the Performing Arts Center is completed, and photographs of the project are attached to this report. The City of Rochester is still waiting to receive and process the final invoice.
- **FY 2018-2019 CDBG Annual Action Plan**
  - Citizen Participation: The Community Development Coordinator has attended all six R.U.N. ward meetings to solicit input for the FY 2018-2019 CDBG annual action plan as well as completed most of the required consultations with relevant non-profit agencies, local and state government contacts, etc. The formal first public hearing is scheduled for the November 21<sup>st</sup> City Council workshop meeting.
  - Grant Applications: The FY 2018-2019 CDBG grant application was released in early October, and completed applications are due by December 8<sup>th</sup>.
  - Conflict of Interest Concern – SOS Recovery Center: The Rochester SOS Recovery Center, an addiction recovery organization whose offices are housed within First Church Congregational, is interested in applying for FY 18-19 CDBG funds for construction. The Community Development Coordinator serves in a leadership position at First Church Congregational, and while the ideal would be for another city staff person to handle any application from SOS Recovery, that is impractical as the Community Development Coordinator is only staff person who handles the non-financial parts of the city’s CDBG program. The Community Development has requested guidance from the City Attorney, and assuming the City Attorney’s guidance allows for such, intends to request an exception to the conflict of interest from HUD per 24 CFR 570.611.
- **CDBG Program**
  - Tennis Courts Lights Project: The Community Development Coordinator has met with the Recreation Department and the Department of Public Works to discuss the bid invitation and timeline for this project. The project is planned to begin in June 2018 to avoid interference with the spring 2018 tennis season.
  - NH Municipal Technical Assistance Grant: The Community Development Coordinator has worked with the Planning Department to draft the RFP for this project. The RFP is scheduled to go out in November.
  - Assessment of Fair Housing: The Community Development Coordinator has continued to coordinate with the Rochester Housing Authority RHA to work on the research and consultation phases of the Assessment of Fair Housing (AFH). The Community Development Coordinator has also continued drafting the Assessment of Fair Housing, including the past goal performance and general issues sections. The City and RHA will hold a joint public hearing on the AFH in January 2018 at the RHA offices at Wellsweep Acres.

- Lead Poisoning Issues: HUD requires CDBG grantees to address lead-based paint in housing issues. The Community Development Coordinator has met with New Hampshire Legal Assistance and the NH Healthy Homes and Lead Poisoning Prevention Program to discuss possible programs aimed at landlord lead issues education and increasing Rochester child lead testing rates, as the city was unsuccessful in its HUD lead hazard abatement program grant application.
- JOB Loan Program: A new JOB Loan Program loan in the amount of \$37,500 was finalized in late October. Also, the FY 2017-2018 quarter 1 report for the JOB Loan Program is attached to this report.
- Trainings and Conferences: The Community Development Coordinator attended a Davis-Bacon compliance training held in Portsmouth in late September. The Community Development Coordinator attended the housing rehabilitation training provided by the Boston HUD office in October. Information from this training has been shared with the Strafford CAP weatherization program. The Community Development Coordinator also attended the NH Pediatric Medical Education Dinner, focusing on childhood lead poisoning, held at the Frisbie Memorial Hospital conference center in October.
- ***Non-CDBG Grant Activities***
  - COAST: The Community Development Coordinator attended the 2017 COAST annual meeting at the Governor's Inn in late September, where the Community Development Coordinator was elected to the COAST executive council to serve as treasurer. The Community Development Coordinator has continued to attend monthly COAST Board of Directors meetings representing the City of Rochester.
  - Bridging the Gaps: The Community Development Coordinator has continued to meet with the Bridging the Gaps advisory board and coalition coordinator to discuss sustainability plans, as the coalition has entered its final year of the Drug Free Communities grant through the federal Substance Abuse and Mental Health Services Administration. The Community Development Coordinator has also revised the original 2015 research on possible grants that Bridging the Gaps might be interested in applying for.
  - VOCA Grant: The Community Development Coordinator has continued to monitor possible supplemental funding possibilities for this program and also prepared and submitted the FY 17-18 quarter 1 financial report.
  - Certified Local Government Grant (Historic District Guidelines): The Community Development Coordinator has worked with the Planning Department to draft the RFP for this project. The RFP is scheduled to go out in November.
  - City Hall Annex: The Community Development Coordinator coordinated the final LCHIP site visit that occurred on August 18<sup>th</sup>. No concerns were presented at this meeting. The Community Development Coordinator also provided a tour for LCHIP and NH Division of Historical Resources officials at the August 22<sup>nd</sup> open house. The Community Development Coordinator is working with the Department of Public Works to draft the final reports and associated documentation required by the LCHIP, CLG, and Moose Plate grants to receive the final grant reimbursements.
  - FEMA Assistance to Firefighters Grant: The Community Development Coordinator attended the AFG FY 18 grant guidelines workshop held in Concord in late September. Notes from this workshop were provided to the Fire Department.
  - EPA Brownfields Grant: The Community Development Coordinator attended the EPA brownfields FY 18 grant guidelines workshop in October as well as a debriefing with the EPA on the city's FY 17 grant application, which did not receive an award. The Community Development Coordinator spent significant time in October and November revising the original grant application draft for FY 18 submission, based on feedback from the EPA debriefing and proposal narrative review by the NJ Institute of Technology. The grant application is due in mid November.
- ***Report Attachments***
  - Photographs of Rochester Performing Arts Center façade
  - JOB Loan Program Report – FY 2017-2018 Q1

Photographs of Rochester Performing Arts Center Façade



Removal of 1970s/1980s awning from the building



Removal of the awning by Just Right Awnings



The finished façade of the Rochester Performing Arts Center



The finished façade of the Rochester Performing Arts Center

Summary of Job Loan Principal Balances												
As of SEPTEMBER 30, 2017												
Recipient Name	Loan Amount	Original Interest %	Original Term Months	Original Loan Date	Final Payment MO/YR	Pmts Up To Date ?	FY17 FYE Principal		FY18 Principal Collected	FY18 Sep-17 Principal Bal	FY18 Payment Amount	Notes
							Date	Balance				
<b>Active Job Loans</b>												
Distinctive Forest Creations	\$30,000	5.06%	60	Nov-05	04/12/12	Yes	06/30/2017	\$13,758.91	\$300.00	\$13,458.91	\$100.00	no int since Jun 2014, @ \$100 per month will be paid off Dec 2028
Blue Oasis	\$50,000	2.44%	120	Apr-10	05/12/20	Yes	06/30/2017	\$15,861.93	\$1,315.89	\$14,546.04	\$469.99	
Country Tire & Service Center	\$40,000	2.44%	84	Aug-11	07/12/18	Yes	06/30/2017	\$6,645.21	\$1,518.04	\$5,127.17	\$518.50	
Thompson Tool Company	\$70,000	2.44%	84	Oct-12	09/12/19	Yes	06/30/2017	\$23,815.01	\$2,582.08	\$21,232.93	\$907.37	
P1T2	\$50,000	2.81%	84	Feb-17	03/12/24	Yes	06/30/2017	\$49,327.59	\$677.16	\$48,650.43	\$340.80	Payments begin April-17
Rochester Eye Care	\$60,000	2.62%	240	Feb-16	03/12/36	Yes	06/30/2017	\$57,099.01	\$591.66	\$56,507.35	\$321.46	Payments begin April-16
Seacoast Gymnastics	\$30,000	2.63%	84	Mar-16	09/15/23	Yes	06/30/2017	\$27,042.70	\$998.76	\$26,043.94	\$391.35	Payments begin Oct-16
<b>Totals</b>								<b>\$193,550.36</b>	<b>\$7,983.59</b>	<b>\$185,566.77</b>	<b>\$3,049.47</b>	
<b>Grand Total</b>								<b>\$193,550.36</b>	<b>\$7,983.59</b>	<b>\$185,566.77</b>		

September 30, 2017 Cash-Balance

\$150,593.50 Citizens Bank Balance including INT on Account  
 -\$257.93 MUNIS INT on account due to IDIS

Available to Lend \$150,335.57

CDBG Grant Funds Reallocated \$25,374.77 Must use Program Income prior to CDBG Entitlement Funds per IDIS, Amy Yuhasz

Grand Total Available to Lend \$175,710.34

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# FINANCE COMMITTEE

## Agenda Item

11/16/17

**Agenda Item Name:** Monthly Financial Statements Summary – as of October 31, 2017.

For the full detail report, click here: [October 2017 Financial Detail Report](#)

### Revenues Summary – General Fund, Enterprise Funds

<u>ACCOUNT DESCRIPTION</u>	<u>REVISED ESTIM REV</u>	<u>ACTUAL YTD REVENUE</u>	<u>REMAINING REVENUE</u>	<u>% COLL</u>
11031 CITY CLERK REVENUE	\$ 105,320.00	\$ 36,264.75	\$ 69,055.25	34.4
11051 ASSESSORS REVENUES	\$ -	\$ 96.00	\$ (96.00)	100.0
11061 BUSINESS OFFICE REVENUE	\$ 55,000.00	\$ 83,766.35	\$ (28,766.35)	152.3
11062 BUSINESS OFFICE REVENUE	\$ 1,000.00	\$ -	\$ 1,000.00	0.0
11071 TAX COLLECTOR REVENUE	\$ 30,204,907.00	\$ 14,741,743.26	\$ 15,463,163.74	48.8
11081 GENERAL OVERHEAD REVENUE	\$ 4,625,450.00	\$ 1,609,468.42	\$ 3,015,981.58	34.8
11082 GENERAL OVERHEAD REVENUE	\$ 1,441,166.00	\$ -	\$ 1,441,166.00	0.0
11091 PUBLIC BLDGS REVENUE	\$ -	\$ 269.25	\$ (269.25)	100.0
11101 PLANNING	\$ 16,250.00	\$ 7,353.11	\$ 8,896.89	45.2
11201 REV LEGAL OFFICE	\$ 50,000.00	\$ 16,674.18	\$ 33,325.82	33.3
12011 POLICE CITY REVENUE	\$ 287,139.00	\$ 67,896.94	\$ 219,242.06	23.6
12021 FIRE CITY REVENUE	\$ 17,350.00	\$ 3,971.58	\$ 13,378.42	22.9
12022 FIRE STATE REVENUE	\$ 13,500.00	\$ -	\$ 13,500.00	0.0
12031 DISPATCH CENTER	\$ 60,290.00	\$ 60,289.44	\$ 0.56	100.0
12041 CODE ENFORCEMENT REVENUE	\$ 393,110.00	\$ 180,368.20	\$ 212,741.80	45.9
13011 PUBLIC WORKS REVENUE	\$ 41,250.00	\$ 13,509.63	\$ 27,740.37	32.8
13012 STATE HIGHWAY SUBSIDY	\$ 530,930.00	\$ 188,143.64	\$ 342,786.36	35.4
14011 WELFARE REVENUE	\$ 6,500.00	\$ -	\$ 6,500.00	0.0
14021 RECREATION REVENUE	\$ 128,000.00	\$ 77,498.08	\$ 50,501.92	60.5
14031 LIBRARY REVENUE	\$ 16,290.00	\$ 4,581.00	\$ 11,709.00	28.1
<b>1000 GENERAL FUND</b>	<b>\$ 98,600,472.00</b>	<b>\$ 39,210,050.49</b>	<b>\$ 59,390,421.51</b>	<b>39.8</b>
<u>ACCOUNT DESCRIPTION</u>	<u>REVISED ESTIM REV</u>	<u>ACTUAL YTD REVENUE</u>	<u>REMAINING REVENUE</u>	<u>% COLL</u>
5001 WATER ENTERPRISE FUND	\$ 6,177,568.00	\$ 826,497.63	\$ 5,351,070.37	13.4
5002 SEWER ENTERPRISE FUND	\$ 7,920,913.00	\$ 923,500.06	\$ 6,997,412.94	11.7
5003 ARENA ENTERPRISE FUND	\$ 601,492.00	\$ 117,348.17	\$ 484,143.83	19.5

Note: Water and Sewer Fund Revenues Collected appear to fall short by one quarter each fiscal year until final quarterly billings are posted in September of the following fiscal year.





Planning & Development Department  
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 33 Wakefield Street  
 ROCHESTER, NEW HAMPSHIRE 03867-1917  
 (603) 335-1338 - Fax (603) 330-0023  
 Web Site: <http://www.rochesternh.net>

Planning Board  
 Conservation Commission  
 Historic District Commission  
 Arts & Culture Commission

## PLANNING & DEVELOPMENT DEPARTMENT MONTHLY REPORT FOR OCTOBER 2017

The Planning Board and Conservation Commission held regular meetings in October. The Historic District Commission (HDC) and the Arts & Culture Commission did not meet in October. The discussions/agenda items from the regular meetings of the Planning Board and Conservation Commission are summarized below. The Planning Board also held a workshop meeting in October. The Board held a detailed discussion with me and the Assistant City Engineer and on surety and performance guarantees and heard from the public on general planning issues.

October continued to be busy for our Department. In addition to the Board/Commission meetings listed within this report, the Planning Staff attended variety of other meetings throughout the month. These include, but are not limited to the Strafford Metropolitan Planning Organization's Technical Advisory Committee, the City's Technical Review Group, Minor Site Plan reviews, a Special Downtown review, various site visits for Planning Board approval follow-up and pre-construction meetings, a meeting for Wings & Wheels, a Wayfinding Committee follow-up meeting, Rochester Rotary, Life Safety Committee meeting, the Self Directed IT team meeting, Workforce Harassment training, a meeting regarding Project Narratives and the process, a meeting on Codification, and various meetings with consultants, developers, citizens, and other City staff. I also attended the Northeastern Economic Developers Association annual conference in Providence, RI at the beginning of the month. The Planning Board agenda for November will be a bit more manageable with fewer items on the agenda. We are still processing quite a few applications and continue to work on applications that have been before the Planning Board. All three departments are settling in well at the Annex Building and it has been great having the three departments together under one roof. If you have not already stopped in to see the new offices we encourage you to do so.

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### APPLICATIONS REVIEWED BY THE PLANNING BOARD

**Leperle Family Trust, Michael Garland & Ellen McDonald, 44 & 52 Haven Hill Road** (by Norway Plains Associates) Request for an extension to an approved lot line revision. Case# 255 – 24&24-1 – A – 17 **APPROVED**

**LaPerle Family Trust, 52 Haven Hill Road** (by Norway Plains Associates) Request for an extension to an approved subdivision. Case# 255 – 24-1 – A – 17 **APPROVED**

**Dr. David Pak, 248 North Main Street** (by Norway Plains Associates) Request for an extension to an approved site plan. Case# 115 – 19 – R1 – 17 **APPROVED**

**Kevin & Stephanie Burke, 313 Blackwater Road** (by Stonewall Surveying) 1-Lot subdivision. Case# 264 – 37 – A – 17 **APPROVED**

**Makris R.E. Development, LLC, Chesley Hill Road & Donald Street** (by Beals Associates) 51-Lot subdivision. Case# 137 – 9&10 – R1 – 17 **APPROVED**

**Makris R.E. Development, LLC, Chesley Hill Road & Donald Street** (by Beals Associates) Lot line revision. Case# 137 – 9&10 – R1 – 17 **APPROVED**

**Real Estate Advisors Inc., 24 Jeremiah Lane** (by Berry Surveying & Engineering) 53-Lot subdivision for single and duplex housing. Case # 223 – 21 – A – 16  
**TABLED**

## APPLICATIONS REVIEWED BY THE CONSERVATION COMMISSION

### 1) Correspondence:

**a) Review draft conservation easement language for Gauthier Farm** – The Con Com met with Gauthier family members and Jeremy Lougee from South East Land Trust (SELT) to discuss the draft conservation easement deed language for this property. The Commission accepted the easement language and is targeting a November closing.

### 2. Notice of Intent to Cut Wood or Timber / Intent to Excavate:

**a) Notice of Intent to Excavate** - Tax Map # 237-3, Fillmore Blvd

**b) Notice of Intent to Cut** - Tax Map # 232-16-3, 144 Meaderboro Rd  
*The Commission had no concern with these applications.*

### 3. Reports: a) Technical Review Group and Planning Board reports were given.

**4. Discussion: Discuss the potential of holding an open house at Ten Rod Farm** – The Commission desires to hold an open house at this farm; as this is the most recently protected property that the Commission helped to conserve.

### 5. New/Other Business:

**a) A 2018 meeting schedules was reviewed .**

**b) The Con Com chairman, who is also an employee of NH Fish & Game, noted he will be demonstrating “electro shocking” to Spaulding High School’s students soon.**

### 6. Old Business:

- a) A member of Con Com reported attending the Riverwalk Committee meetings and that she encouraged that group to present to the Conservation Commission.
- b) Staff provided answers to questions that the Commission had regarding City owned rain gardens.
- c) A member said that she attended a meeting regarding Main St revitalization efforts; she suggested that there are many groups working on bettering the City but that most are working in silos and they would be better off collaborating.

**APPLICATIONS REVIEWED BY THE HISTORIC DISTRICT COMMISSION**

The Historic District Commission did not meet in October.

**ARTS AND CULTURE COMMISSION ACTIVITIES**

The Arts and Culture Commission did not meet in October.

Respectfully submitted,

James B. Campbell,  
*Director of Planning & Development*

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City Clerk's Office

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**To:** Dan Fitzpatrick, City Manager  
Mayor McCarley  
Members of the City Council

**From:** Lauren Krans, Recreation & Arena  
**Date:** November 7, 2017  
**Re:** October Department Report

October Program Participation	
Adult Recreation Ice Hockey League	103
Adult Volleyball	98
Circle of Moms	35
Collaborative Open Gym	82
Community Coffee	8
Halloween Event	160
Learn To Skate	19
Parent/Child Stick	97
Parent/Child Open Gym	29
Public Ice Skating	83
Restorative Meditation	34
Senior Art	34
Senior Breakfast/Cookout	63
Senior Dance Lessons	15
Senior Open Gym	22
Senior Pen Pals	1
Senior Power Hour	157
Senior Social	18
Senior Table Tennis	8
Senior Trips	8
Senior Yoga Chair	18
Senior Yoga Gentle	38
Spaulding/BCA open Gym	426
Teen Night	179
Teen Yoga	34
Aromatherapy Workshop	12
<b>Total October Participation</b>	<b>1644</b>

### Community Center Tours

During October department leadership took tours of three local community centers; Dover’s McConnell Center, the Kittery Community Center and Portsmouth’s Community Campus. Rochester staff met with the organizations that oversee each building to learn about best practices in managing mixed use facilities. These tours proved extremely valuable and provided our department with ideas and resources to apply in our roles at the Rochester Arena and Rochester Community Center (RCC).

### Community Vibrancy

On October 28<sup>th</sup> the Rochester Community Center received a donated Huntington upright piano that is over 100 years old. This piano was generously donated to us by the Schulte Family of Dover. The Recreation Department will oversee this piano in its new home in the RCC foyer. This new addition will help to continue the positive, friendly and welcoming environment we have established at the RCC. Rochester’s Community Vibrancy Committee coordinated this donation for us.

### Ice Programming

Ice season is almost in full swing at the Rochester Arena with high school games soon on the horizon. Many of our large user groups have started their seasons and the arena is a buzz of activity. Our Learn to Skate program remains a community favorite with registration numbers doubling our second session. We anticipate this program will continue to fill as the season progresses. Parent Child Stick ran through the month of October, giving families an opportunity to get on the ice with their hockey equipment. This program wraps up at the end of October to make way for the increase of team practices.



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City Clerk's Office

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11/16/17



# ROCHESTER FIRE DEPARTMENT

MARK KLOSE  
CHIEF OF DEPARTMENT



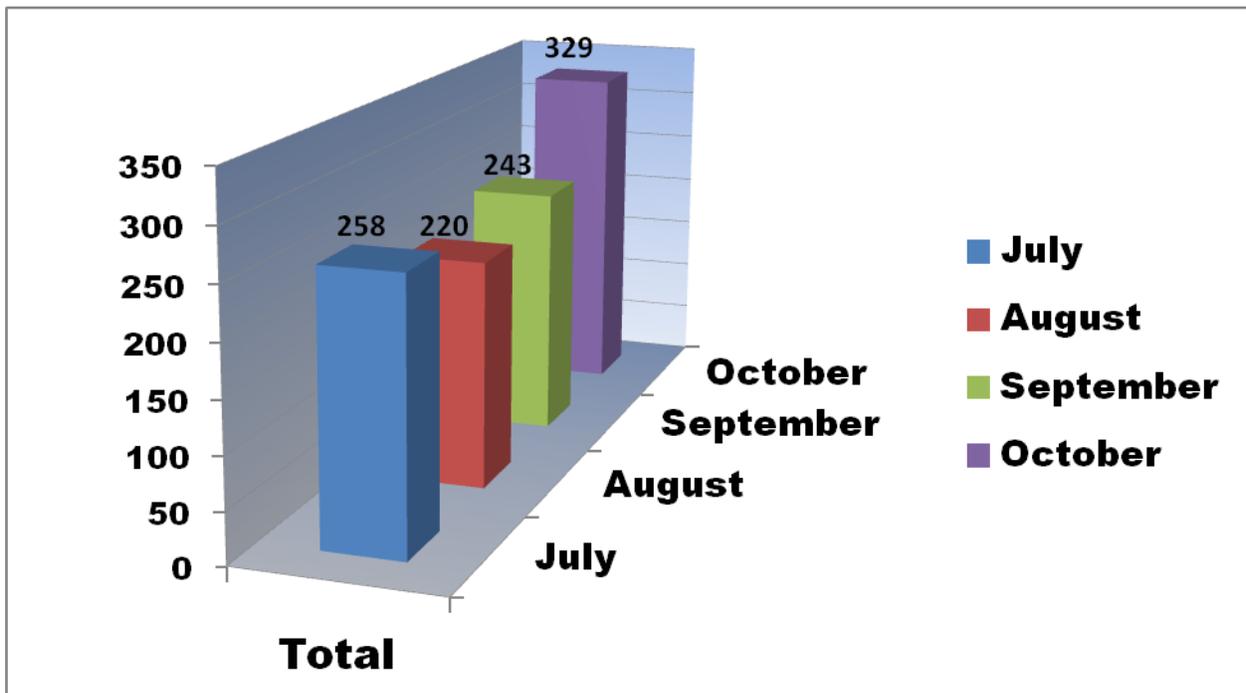
November 16, 2017

TO: City Manager Dan Fitzpatrick  
Mayor Caroline McCarley & City Council Members

## MONTHLY REPORT OCTOBER 2017

On behalf of the Fire Department, I am pleased to provide you with the following report. It serves as a summary of the activities, projects and programs underway within the department.

### DEPARTMENT INFORMATION:



The above graph shows how total calls have increased overall since July, or the beginning of the fiscal year. This shows how the bulk of our calls are in rescue and most other calls include hazardous condition calls or service calls.

37 Wakefield Street

Rochester NH, 03867

Tel (603)-335-

7545

[www.rochfd.org](http://www.rochfd.org)



# ROCHESTER FIRE DEPARTMENT

MARK KLOSE  
CHIEF OF DEPARTMENT



## DEPARTMENT INFORMATION:

We continue to have four Rochester firefighters on active military duty. They are all safe and doing well as expected. FF JB Riley, FF Kevin Bank, FF Ken Hoyt and FF Darryl Jeffers. We thank them for their service to our Country. FF JB Reilly and FF Kevin Banks are now state side and home on their 30-day adjustment leave. Expectation back on duty is December 7, 2017

Administration completed necessary shift transfers to equal out shifts to help with overtime.

- 1 Shift at 9 Firefighters (1 Captain, 1 Lieutenant and 7 Firefighters)
- 3 Shift at 7 Firefighters (1 Captain, 1 Lieutenant and 5 Firefighters)
- Manning Station 1 and Gonic Station

Thursday October 19, 2017: Recall of all firefighters: Mutual Aid

- Sanford Maine: 5 alarm Structure Fire
- Dover, NH: 3 alarm Structure Fire
- Rochester: 1 alarm Brush

Friday October 20<sup>th</sup>: Shift Recall Mutual Aid

- Sanford Maine 2-alarm fire

October 29<sup>th</sup>/30<sup>th</sup> Wind Storm Coverage Recall of all firefighters started at 0230 am

- 60 plus Emergency Responses in 18 hours
- Firefighters released at 1000 hrs
- No civilian or fire department injuries

FF. Bruce Snyder has submitted his intent to retire letter. FF. Snyder has served the City of Rochester and the Rochester Fire Department for 20 years.

## **FIRE PREVENTION:**

October is host to Fire Prevention Week. This year we went all out and held our first annual Fire Safety Festival. We closed down Summer Street from 9am-2pm and invited the community to take part in a day full of activities. We had all of our apparatus on display, our safety smoke house operating and a fire extinguisher training prop for all to practice. Our special events included a vehicle extrication demonstration and a live burn demonstration on the effectiveness of home sprinklers and smoke alarms. We also had Life Flight of Maine land their

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11/16/17



# ROCHESTER FIRE DEPARTMENT

MARK KLOSE  
CHIEF OF DEPARTMENT



helicopter on the lawn of Profile bank for the community to take a tour of. We had vendors from around the city set up inside of the fire station for the community to interact with and also had lunch provided by Papa Ginos. The Fire Safety Festival ended up being a huge success and we are already starting to plan next year's festivities.

## FIRE DEPARTMENT TRAINING DIVISION

### Administration

Issued fourth-quarter training packet to Captains

Continued multiple policy updates and work on new policies as well.

Conducted training for Rochester School Bus Drivers on bus fire evacuation, with simulated smoke.

Worked with Call Captain Hughes to prepare Call Force budget and reviewed Call Force policies.

Attended Seacoast Fire Chiefs meeting in Newmarket

Attended the NH Association of Fire Chiefs Meeting in Rochester

Attended annual evaluation training

Attended Radiological Emergency Planning tabletop exercise in Newington

Met with representatives from Huntress Uniforms and Local 1451 members to work on uniform update proposals.

### Emergency Response

Responded to 5 Alarm Fire with multiple buildings involved in Sanford. I was assigned command of one of the buildings.

Responded to a 3 Alarm Fire in Dover. I was assigned to Staging and Accountability of personnel.

Responded to 1 Alarm Fire in Rochester. I assisted with operations and the investigation.

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7545

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11/16/17



# ROCHESTER FIRE DEPARTMENT

MARK KLOSE  
CHIEF OF DEPARTMENT



Responded overnight for storm coverage during multiple call event. I was assigned command of the South and West section of the City.

## TRAINING

The Call Force met with Chief Klose for their training night, and discussed future progress.

The shifts began the fourth quarter training packet, including 2 multi-company drills, 6 company drills and multiple shift training classes. This schedule runs from October through December.

EMS Training covered Crew Resource Management.

## EMERGENCY MANAGEMENT:

October 29th/30<sup>th</sup> Major Nor'easter wind storm slammed NH and Maine. Winds ranged from 40 – 50 mph for 8 plus hours. Power outage for most of the City.

Fire Department opened the Emergency Operations Center (EOC). Communicated with State EOC via Web EOC.

People were to be without power for 3 -5 days possibly longer.

Safety concerns: trees that are hung up, danger of falling trees. People need to be careful cleaning up debris in their yards.

Generator safety: Carbon Monoxide (CO) detectors are in place. No running generators indoors to include garages. Folks should have working smoke detectors in their homes.

Had four homes damaged by trees. One preliminary damage assessment at \$250,000

No Civilian or Emergency Responder injuries related to the storm.

Respectfully submitted,

Mark Klose  
Fire Chief

## FIRE DEPARTMENT CALLS

	September-17		October-17	
	Occurences	Percentage	Occurences	Percentage
Fire/Explosion	11	4.5%	12	3.6%
Overpressure Rupture	0	0.0%	0	0.0%
Rescue Call	143	58.6%	129	39.2%
Hazardous Condition	17	7.0%	48	14.6%
Service Call	24	9.8%	46	14.0%
Good Intent Call	19	7.8%	37	11.2%
False Call	30	12.3%	42	12.8%
Severe weather	0	0.0%	15	4.6%
<b>TOTAL</b>	<b>244</b>	<b>100.0%</b>	<b>329</b>	<b>100.0%</b>

# Rochester Fire Department

## Office of Fire Prevention

31-Oct

Building Fire Code Inspections	21
Building Site Consultation	7
Construction Plan Review	18
Fire Drills	11
Fire Investigations	2
Fire Prevention Education and Training	10
Foster Care / Day Care Inspections	7
Outdoor Burning Inspections	3
Permit of Assembly Inspections	11
Tank Removal / Installation Inspections	0
Training Sessions	5
Woodstove / Pelletstove Appliance Inspection	0
<b>Total</b>	<b>95</b>



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CITY OF ROCHESTER  
OPERATING BUDGET FY18

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1000 GENERAL FUND							
12021 FIRE CITY REVENUE							
12021 402111 OUTSIDE SERVICES REVE	-15,000	-15,000	-1,715.85	-1,143.90	.00	-13,284.15	11.4%*
12021 402157 00505 TANK REMOVAL	-25	-25	-100.00	.00	.00	75.00	400.0%*
12021 402157 00506 BLASTING	-25	-25	.00	.00	.00	-25.00	.0%*
12021 402157 00507 INCIDENT REPORT	-25	-25	-20.00	-10.00	.00	-5.00	80.0%*
12021 402157 00508 F M REPORT	-25	-25	.00	.00	.00	-25.00	.0%*
12021 402157 00509 PHOTOGRAPHS	-25	-25	.00	.00	.00	-25.00	.0%*
12021 402157 00510 CD PHOTOS	-25	-25	.00	.00	.00	-25.00	.0%*
12021 402157 00511 FIRE ALARM PLAN	-500	-500	-931.00	-350.00	.00	431.00	186.2%*
12021 402157 00512 SPRINKLER PLAN	-1,000	-1,000	-1,064.00	-467.00	.00	64.00	106.4%*
12021 402157 00513 COMM HFS/CA	-100	-100	-50.00	-50.00	.00	-50.00	50.0%*
12021 402157 00514 RE-INSPECTION	-50	-50	.00	.00	.00	-50.00	.0%*
12021 402157 00515 FINE	-50	-50	.00	.00	.00	-50.00	.0%*
12021 402157 17578 FIRE PREVENTION	0	0	-10.00	.00	.00	10.00	100.0%*
12021 406201 MISCELLANEOUS REVENUE	0	0	-80.73	-28.55	.00	80.73	100.0%*
12021 406205 FIRE DONATIONS	-500	-500	.00	.00	.00	-500.00	.0%*
TOTAL FIRE CITY REVENUE	-17,350	-17,350	-3,971.58	-2,049.45	.00	-13,378.42	22.9%*
TOTAL GENERAL FUND	-17,350	-17,350	-3,971.58	-2,049.45	.00	-13,378.42	22.9%*
TOTAL REVENUES	-17,350	-17,350	-3,971.58	-2,049.45	.00	-13,378.42	
GRAND TOTAL	-17,350	-17,350	-3,971.58	-2,049.45	.00	-13,378.42	22.9%*

\*\* END OF REPORT - Generated by Cindi Potts \*\*

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City Clerk's Office

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11/16/17

# ROCHESTER POLICE DEPARTMENT



PAUL R. TOUSSAINT  
*Chief of Police*

23 WAKEFIELD STREET  
ROCHESTER NH, 03867-1933

BUSINESS (603) 330-7127  
FAX (603) 330-7159  
[www.rochesterpd.org](http://www.rochesterpd.org)

*"Dedication, Pride, Integrity"*

POLICE COMMISSION

BRUCE E. LINDSAY  
*Vice Chairman*  
LUCIEN G. LEVESQUE  
*Commissioner*  
DAVID R. STEVENS  
*Commissioner*

November 6, 2017



TO: City Manager Daniel Fitzpatrick

RE: Monthly Report – October 2017

**OPERATIONS:** All of the Wards had meetings scheduled this period. Areas discussed included the opiate crisis, overdoses and responses, to include the use of Narcan and BVM (bag valve mask) rescue breathing, as well as education on the differences between drugs such as heroin and meth along with the emergence of meth in this area. Also discussed were property crimes in relation to drug addiction and available recovery services. Information about Drug Take Back Day was shared with residents.

Increases in call volume and traffic collisions were discussed along with current staffing challenges. There was a question about people shooting in the woods, speeding vehicles and crossing guard vacancies in East Rochester.

Ward 4 had questions about the number of arrests in Ward 4 and how many of those originated as traffic stops. They requested information be compiled for future ward meetings. Questions were asked about how to run for elected office and the role of the Police Commission.

There were no officers attending the Ward 5 or Ward 6 meetings this period due to call volume and staffing. There was a good turnout of residents for the Ward 6 meeting. Items discussed included parking concerns around construction signs, a tree that is danger of falling down, feral cats, and light of sight issues due to overgrowth. With an uptick in thefts from motor vehicles, residents in the wards were encouraged to remove valuables from vehicles and to lock their vehicles to prevent being victimized.

Nicole Rodler attended the Ward 2 meeting to talk about juvenile diversion programs with the department as well as different drug and mental health treatment services available in the city.

Lorie Basham from the My Turn program attended and spoke about the program and services they offer to teenagers and young adults.

Julian Long, Community Development Coordinator / Grants Manager for the City attended and discussing Community Development Block grants. There was a request for better lighting at certain crosswalks throughout the city. There were questions about any plans to improve roads and sidewalks for bicycles. There was a request for better transportation for elderly residents to attend appointments.

The investigations bureau had 33 cases sent from patrol for review or investigation. There are currently 92 cases assigned. There were 43 cases presented to the Grand Jury all with true bills. We logged in 260 pieces of evidence and returned 63 pieces. There were an additional 212 items destroyed. Fourteen phones were analyzed with the Cellebrite machine. There were 6 sex offender compliance checks and 6 pawn shop compliance checks completed. There was one detective call out for a child pornography case and two evidence team call outs for a sexual assault and theft of a motor vehicle.

**BRIDGING THE GAPS:** Julie continues doing outreach locally and around the state with different organizations. Red Ribbon week activities were held the week of October 22 at both the Middle and High Schools. The week concluded with participation by the PD and BTG in the DEA Drug Take Back day. Julie and Nicole Rodler met with representatives from the NH Teen Institute about bringing the program “staying connected with your teen” to our community.

**COMMUNICATIONS:** We had one resignation this period. The vacancy has been posted and interviews will begin October 30, 2017.

**COMP STAT:** Calls for service continue to increase compared to prior years. Proactive patrol activities remain low due to a combination of increased call volume as well as fewer available manpower hours due to staffing. There has been an increase in traffic collisions compared to past months. Several collisions this period were on the Farmington Road/North Main Street corridor. Overdoses have increased, which is a trend noted in other parts of the State as well.

**DIVERSION:** The first Teen night of the year had approximately 200 youth attending, with full staff coverage representing the Police Department, Recreation Department, Bridging the Gaps, Child and Family Services and UNH fraternal members. Staff participated in the annual Friends Forever International Program with youth from Ireland working on their life raft experience. Staff prepared drug trend training for officers in FTO and also presented at Ward meetings regarding Diversion and resources for youth in our community.

**HOUSING:** There were 27 police-related calls at the housing complexes. 13 backgrounds were completed for prospective new tenants.

**K9:** The team was away for the majority of the month in a combination of scheduled time off and training. They taught a class for OLLI (Osher Lifelong Learning Institute) at Granite State College, discussing K9's in police work. This is the second year we have done this presentation. There were 4 callouts; 3 tracks and 1 drug search, all in Rochester.

**PROSECUTION:** In adult court this period there were 207 new cases with 319 charges. Of those there were 75 guilty pleas, 52 not guilty pleas and 66 failed to appear. Of the cases that went before the court there were 28 administrative guilty findings, 49 charges nol prossed as part of plea agreements, and 14 cases were dismissed by the Court. 29 cases were continued.

Juvenile prosecution had 7 arraignments, 5 review hearings and one dispositional hearing, one show cause, one emergency placement, and two violation hearings. Lt. Gould covered court for Atty. Mitrushki while she attended training, pretrial conferences and arraignments.

**ADMINISTRATIVE:** The date has been pushed back again for taking delivery of the new cruisers to December due to production delays by Ford.

The presentation to the Council finance committee on advantages to participation in the Taser 60 program was well received, with a recommendation to support this going to the full Council in November.

We are 29.6% (8 pays) into the year and overtime when factoring in comp time liability puts us at 88.7% spent. Removing the comp time liability drops that to 38%. We are monitoring this and hope to see it balance out as officers get released to solo patrol.

The four officers at the Academy are almost 10 weeks complete. We also have six recruits in field training that are steadily improving. Officer Nance passed the opt out exam and has progressed into the full field training program. Other training completed during the month included courses such as firearms instructor recertification, physical fitness instructor recertification, the domestic and sexual violence conference by the NH AG, internal affairs and accident reconstruction.

**FORFEITURE SPENDING:** There was no forfeiture spending this period.

**EMD USE:** There were no Taser displays or deploys this period.

Respectfully Submitted,

*Paul R. Toussaint*

Paul R. Toussaint  
Chief of Police

# Rochester Police Department October 2017 Comp Stat Report

11/16/17



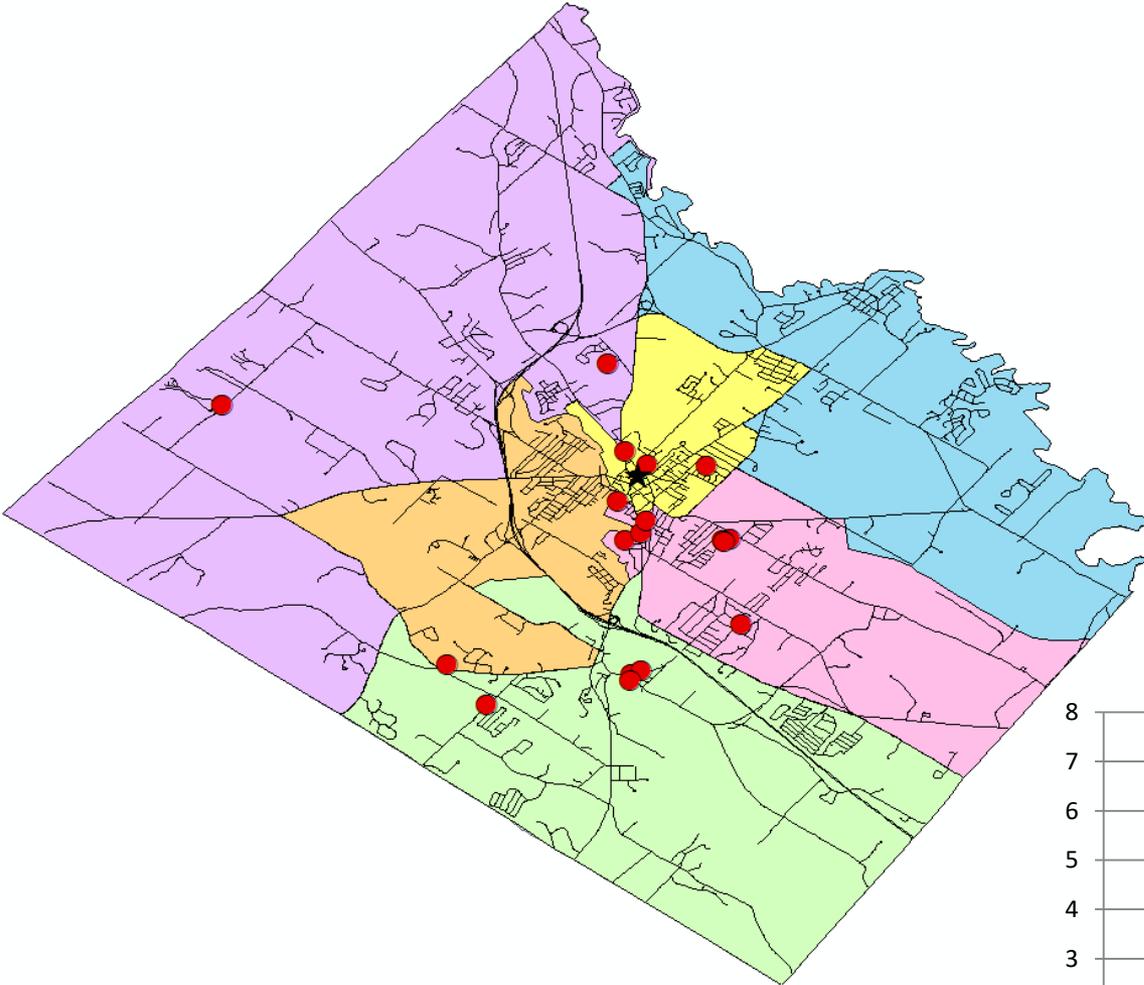
# October 2017 Field Activities

FIELD ACTIVITIES										
	Oct-17	Oct-16	% Change	Sep-17	Aug-17	% Change	YTD 17	YTD 16	% Change	YTD 15
Traffic Stops	251	1101	-77%	395	317	25%	5264	11365	-54%	11028
Arrests from Stops	14	36	-61%	12	15	-20%	190	368	-48%	339
Summons	17	71	-76%	35	16	119%	338	930	-64%	918
Warnings	215	967	-78%	322	273	18%	4568	9826	-54%	9515
No Action	5	24	-79%	21	7	200%	139	254	-45%	270
Accidents	103	84	23%	109	82	33%	961	820	17%	877
Summons from Accidents	4	4	0%	2	2	0%	27	56	-52%	78
Arrests from Accidents	4	5	-20%	5	5	0%	58	31	87%	33
Field Interviews	21	14	50%	12	9	33%	145	188	-23%	193
DWI	8	3	167%	5	6	-17%	74	65	14%	83
Narcotics	4	2	100%	5	1	400%	32	21	52%	31
Alcohol	4	1	300%	0	5	-100%	42	44	-5%	52
DWI from Accidents	3	0	0%	2	3	-33%	27	27	0%	20

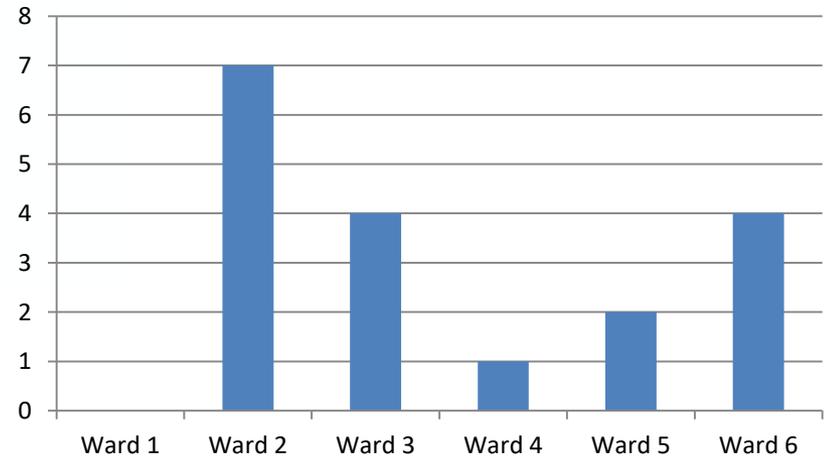
# October 2017 Property Crimes

PROPERTY CRIME - OF's by Incident												
Specific Crimes	Oct-17	Oct-16	% Change	Sep-17	Aug-17	% Change	YTD 17	YTD 16	% Change	YTD 2017 Closure Rate	YTD 2016 Closure Rate	YTD 15
Shoplifting	13	22	-41%	22	23	-4%	221	252	-12%	62%	74%	206
Theft from M/V	16	5	220%	9	27	-67%	173	100	73%	6%	4%	131
All Other Theft	30	34	-12%	32	49	-35%	382	375	2%	20%	20%	399
M/V Theft	3	2	50%	2	1	100%	25	31	-19%	24%	26%	21
Vandalism	42	40	5%	35	40	-13%	372	394	-6%	30%	29%	350
Burglary	8	12	-33%	13	17	-24%	93	121	-23%	16%	12%	77
<b>Total Property</b>	<b>112</b>	<b>115</b>	<b>-3%</b>	<b>113</b>	<b>157</b>	<b>-28%</b>	<b>1266</b>	<b>1273</b>	<b>-1%</b>	<b>26%</b>	<b>28%</b>	<b>1184</b>
PROPERTY CRIME - AR's by Incident												
Specific Crimes	Oct-17	Oct-16	% Change	Sep-17	Aug-17	% Change	YTD 17	YTD 16	% Change	YTD 2017 Closure Rate	YTD 2016 Closure Rate	YTD 15
Shoplifting	12	10	20%	20	10	100%	136	186	-27%	62%	74%	157
Theft from M/V	1	2	-50%	2	2	100%	11	4	175%	6%	4%	3
All Other Theft	3	5	-40%	11	10	10%	75	74	1%	20%	20%	93
M/V Theft	1	1	0%	2	0	0%	6	8	-25%	24%	26%	9
Vandalism	14	9	56%	9	11	-18%	112	116	-3%	30%	29%	107
Burglary	1	0	0%	2	3	-33%	15	15	0%	16%	12%	17
<b>Total Property</b>	<b>32</b>	<b>27</b>	<b>19%</b>	<b>46</b>	<b>36</b>	<b>28%</b>	<b>355</b>	<b>403</b>	<b>-12%</b>	<b>26%</b>	<b>28%</b>	<b>386</b>

# Theft from MVs Oct 2017



**Theft from MV by Ward**



# October 2017 Drug Offenses

DRUG CRIME - OF's by Incident												
Specific Crimes	Oct-17	Oct-16	% Change	Sep-17	Aug-17	% Change	YTD 17	YTD 16	% Change	YTD 2017 Closure Rate	YTD 2016 Closure Rate	YTD 15
Possession	17	22	-23%	7	13	-46%	165	183	-10%	95%	90%	221
Overdoses	20	11	82%	38	26	46%	192	114	68%			90
<i>Fatal</i>	2	1	100%	2	2	0%	18	15	20%			7
<b>Total Drug</b>	<b>37</b>	<b>33</b>	<b>12%</b>	<b>45</b>	<b>39</b>	<b>15%</b>	<b>357</b>	<b>297</b>	<b>20%</b>			<b>311</b>
DRUG CRIME - AR's by Incident												
Specific Crimes	Oct-17	Oct-16	% Change	Sep-17	Aug-17	% Change	YTD 17	YTD 16	% Change	YTD 2017 Closure Rate	YTD 2016 Closure Rate	YTD 15
Possession	16	18	-11%	8	13	-38%	157	164	-4%	95%	90%	183

# October 2017 Violent Crimes

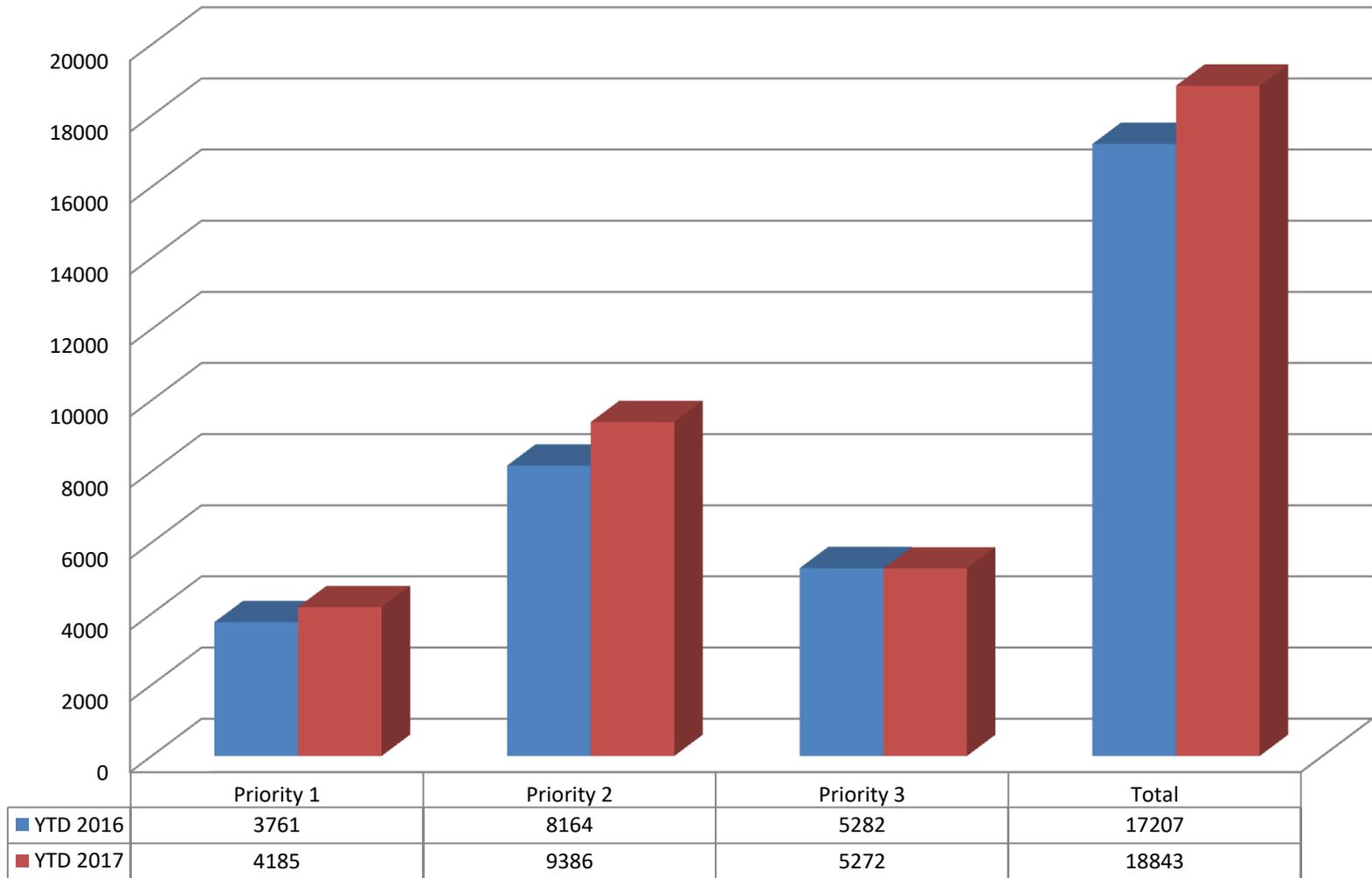
VIOLENT CRIME - OF's by Incident												
Specific Crimes	Oct-17	Oct-16	% Change	Sep-17	Aug-17	% Change	YTD 17	YTD 16	% Change	YTD 2017 Closure Rate	YTD 2016 Closure Rate	YTD 15
Homicide	0	0	0%	0	0	0%	0	1	-100%	0%	0%	0
Robbery	1	4	-75%	0	2	-100%	21	15	40%	43%	80%	12
Aggravated Assault	5	4	25%	9	8	13%	63	58	9%	68%	60%	70
<i>from DV</i>	1	2	-50%	7	2	250%	20	31	-35%			31
Simple Assault	39	51	-24%	42	39	8%	412	458	-10%	45%	50%	442
<i>from DV</i>	15	25	-40%	19	18	6%	188	245	-23%			229
<b>Total Violent</b>	<b>45</b>	<b>59</b>	<b>-24%</b>	<b>51</b>	<b>49</b>	<b>4%</b>	<b>496</b>	<b>532</b>	<b>-7%</b>	<b>39%</b>	<b>47%</b>	<b>524</b>
VIOLENT CRIME - AR's by Incident												
Specific Crimes	Oct-17	Oct-16	% Change	Sep-17	Aug-17	% Change	YTD 17	YTD 16	% Change	YTD 2017 Closure Rate	YTD 2016 Closure Rate	YTD 15
Homicide	0	0	0%	0	0	0%	0	1	-100%	0%	100%	0
Robbery	0	2	-100%	1	1	0%	9	12	-25%	43%	80%	4
Aggravated Assault	3	3	0%	8	9	-11%	43	35	23%	68%	60%	50
Simple Assault	18	18	0%	21	22	-5%	186	227	-18%	45%	50%	261
<b>Total Violent</b>	<b>21</b>	<b>23</b>	<b>-9%</b>	<b>30</b>	<b>32</b>	<b>-6%</b>	<b>238</b>	<b>275</b>	<b>-13%</b>	<b>39%</b>	<b>47%</b>	<b>315</b>

# October 2017 Threshold

ROCHESTER				
Crime	Monthly Average	Normal Range	Current Month	Activity Level
Accidents	87	70-103	103	Moderately High
Robbery	2	0-4	1	Normal
Aggravated Assault	6	4-8	5	Normal
Simple Assault	41	32-50		
Burglary	10	6-14	8	Normal
Motor Vehicle Theft	2	1-4	3	Normal
Theft from MV	15	5-25	16	Normal
Vandalism	37	28-46	42	Normal
<b>Total</b>	<b>114</b>	<b>75-153</b>	<b>114</b>	<b>Normal</b>

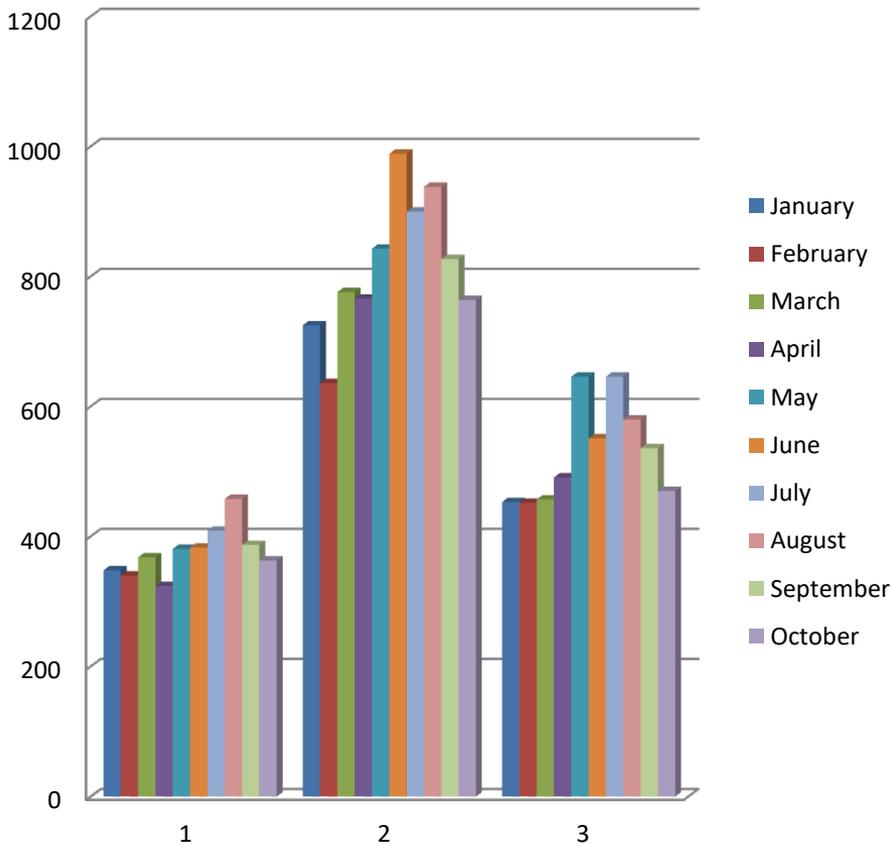
Crime	Monthly Average	Normal Range	Current Month	Activity Level
Violent	47	33-61	45	Normal
Property	62	39-84	69	Normal

# Calls for Service 2016 v 2017

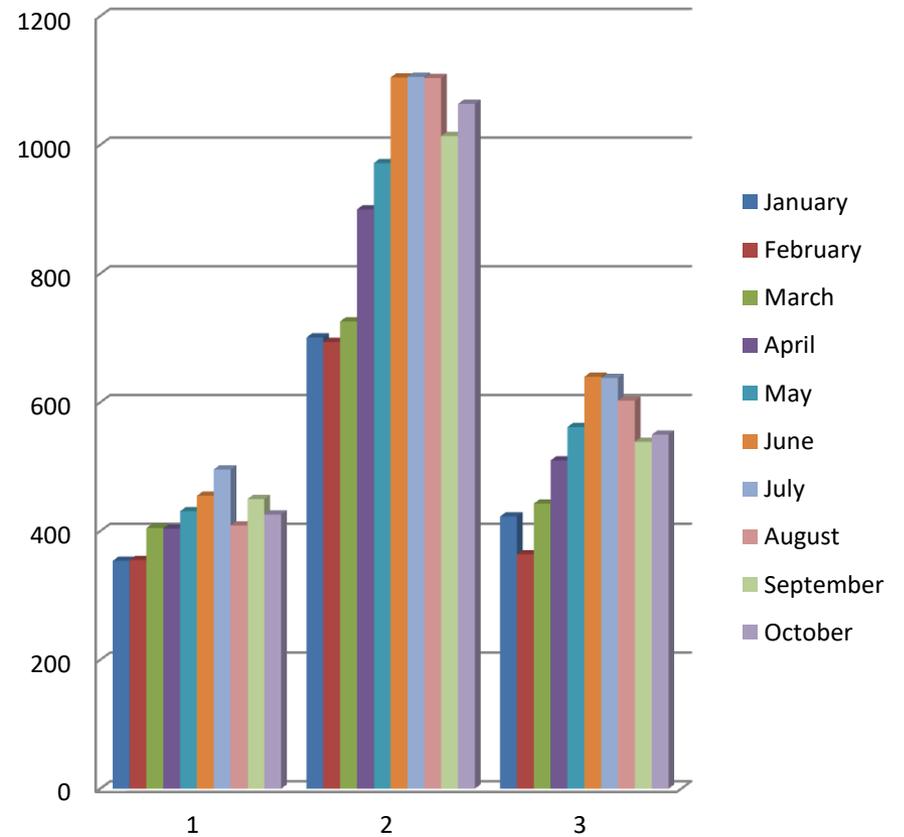


# YTD Calls for Service 2016 vs 2017

## CFS 2016 YTD

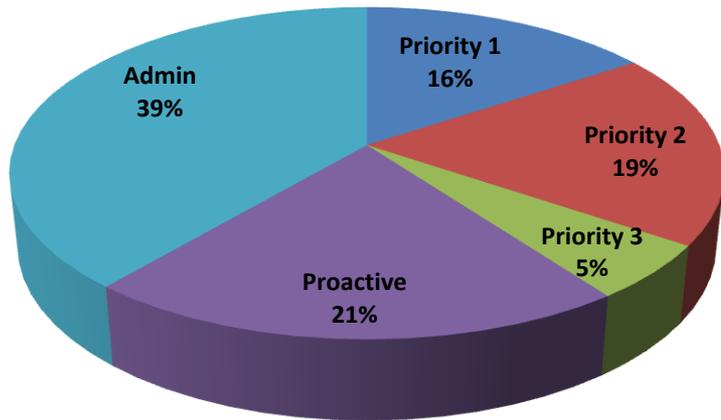


## CFS 2017 YTD

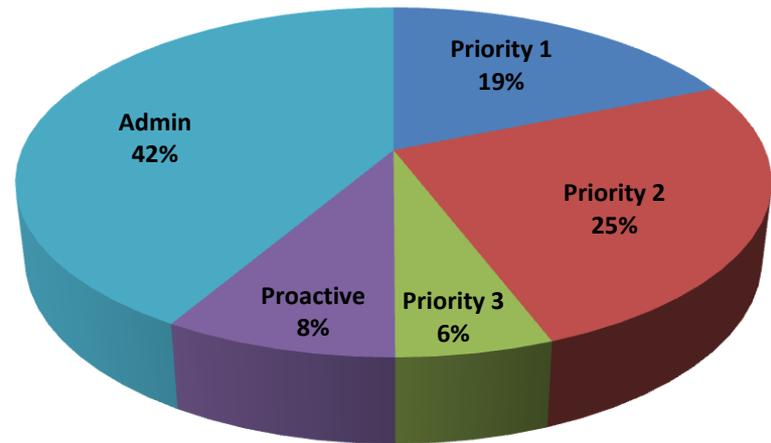


# October 2017 Manpower Hours

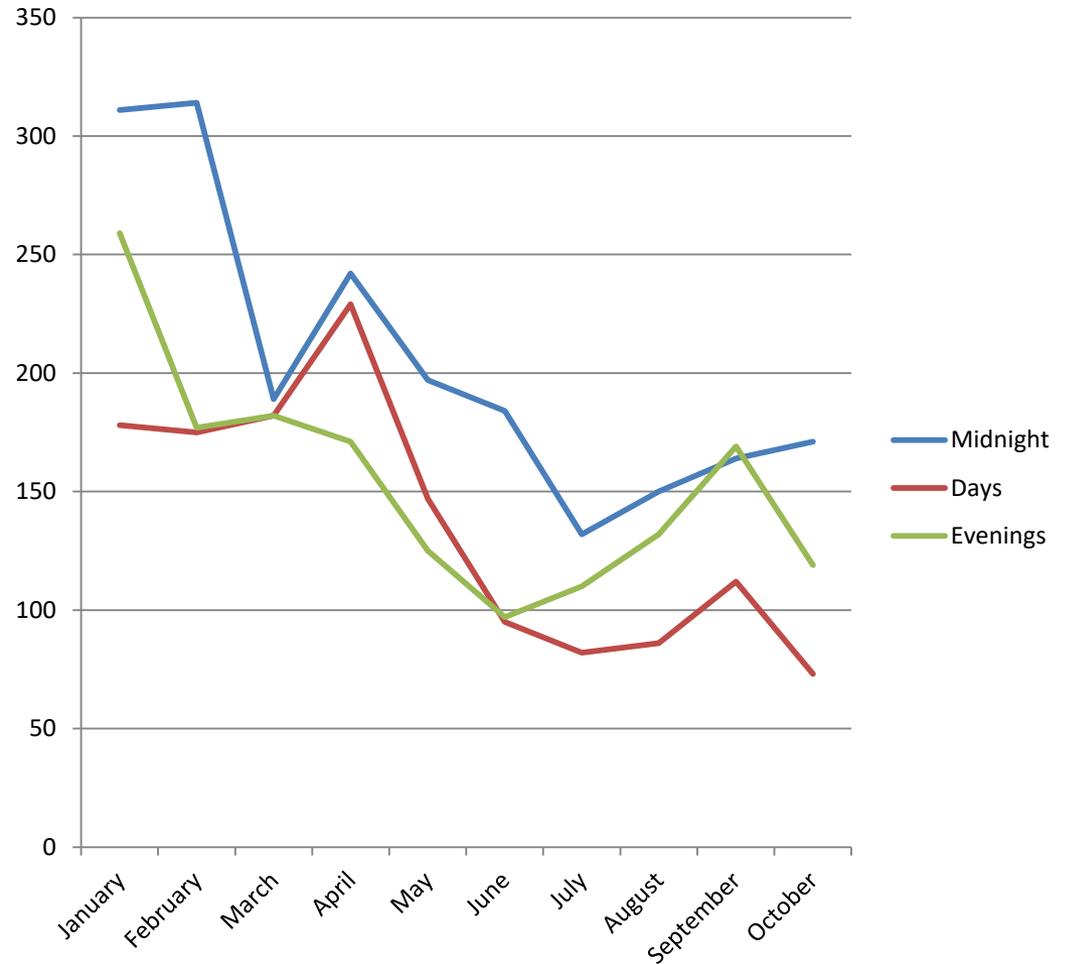
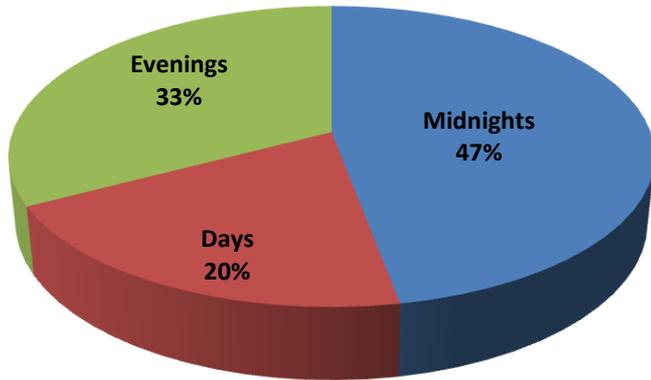
## October 2016



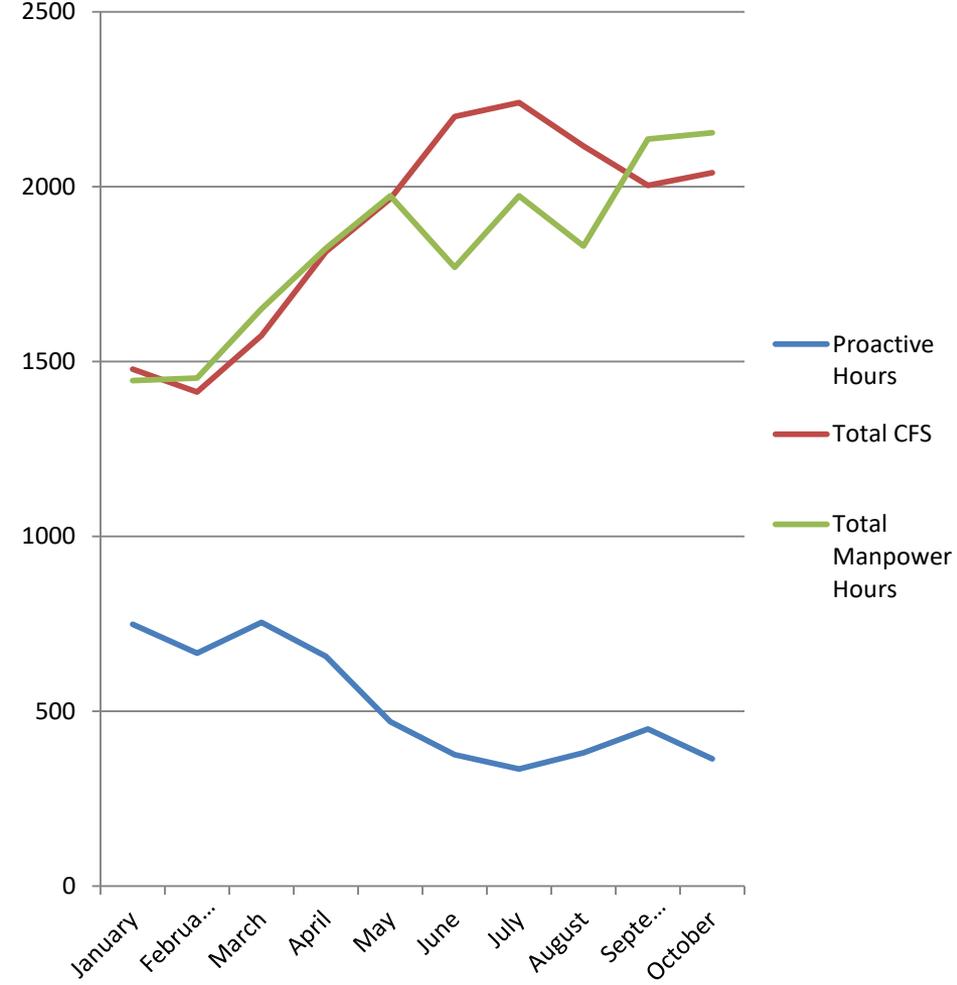
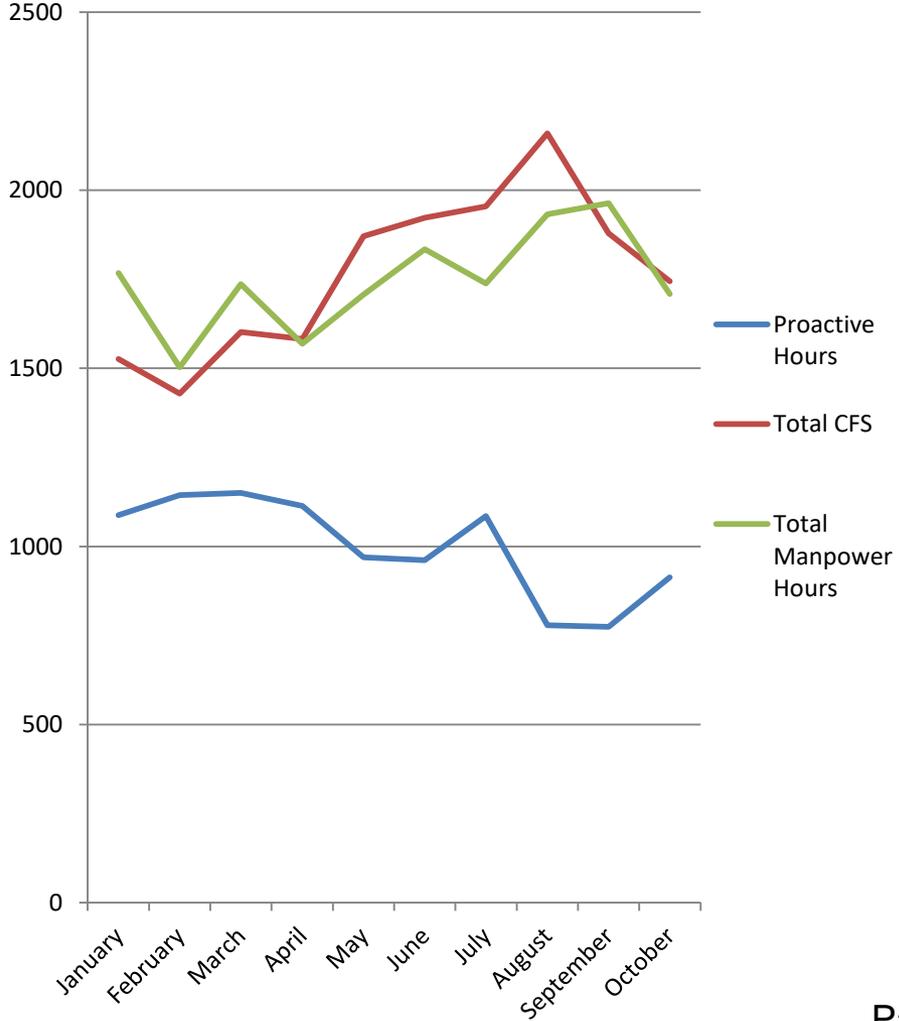
## October 2017



# October 2017 Proactive Hours



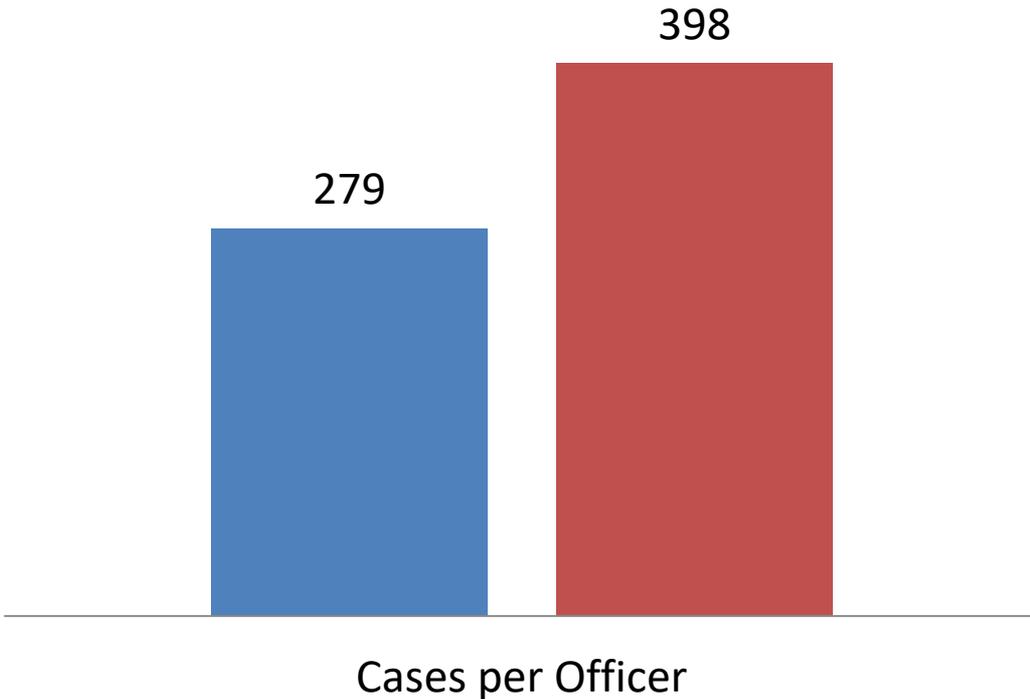
# 2016 v. 2017 CFS v. Manpower Hours



# Cases per Officer YTD 2016 v 2017

## Chart Title

■ 2016 ■ 2017



### 2016:

7825 Cases  
28 Officers

### 2017:

8371 Cases  
21 Officers

35% Increase

# October 2017 Response Time YTD

	2016 YTD	2017 YTD	Percent Change	2015 YTD	Percent Change
Priority 1	13.68	16.71	22%	14.77	13%
Priority 2	47.15	58.31	24%	55.29	5%
Priority 3	68.54	87.7	28%	90.86	-3%

**DV COMPSTAT**  
**October 2017**

<b>Dates</b>	<b>7/1/17 – 7/31/17</b>	<b>8/1/17 - 8/31/17</b>	<b>9/1/17- 9/30/17</b>	<b>10/1/17- 10/31/17</b>	<b>Prior Verbal (PV)</b>	<b>YTD 2017</b>	<b>PV YTD</b>	<b>YTD 2016</b>
<b>Misdemeanor Arrests</b>	<b>20</b>	<b>12</b>	<b>26</b>	<b>18</b>	<b>2</b>	<b>166</b>	<b>19</b>	<b>207</b>
<b>Felony Arrests</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>16</b>	<b>4</b>	<b>16</b>
<b>Verbal Cases</b>	<b>20</b>	<b>29</b>	<b>27</b>	<b>30</b>		<b>237</b>		<b>256</b>
<b>Total Cases</b>	<b>41</b>	<b>43</b>	<b>57</b>	<b>49</b>	<b>2</b>	<b>419</b>	<b>23</b>	<b>479</b>

**2017 FJC Clients**

<b>Month</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
New Clients	13 (19)	6 (17)	7 (17)	6 (16)	5 (20)	10 (18)
	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
New Clients	8 (18)	7 (26)	11 (13)	10 (33)		

**2016 FJC Clients**

<b>Month</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
New Clients	15 (20)	7 (14)	11 (7)	13 (6)	25 (1)	14 (8)
	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
New Clients	21 (2)	30 (6)	9 (15)	8 (32)	5(21)	3(6)

**( ) Annotates clients that obtained services from one or more FJC partners but did not complete a full intake.**

Motivation is the art of getting people  
to do what you want them to do  
because they want to do it.

-Dwight D. Eisenhower



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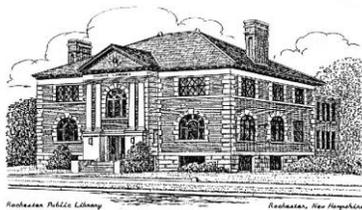
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City Clerk's Office

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**Rochester Public Library**  
**65 South Main St.**  
**Rochester, NH 03867**

11/16/17  
Main Desk: (603) 332-1428  
Reference: 335-7550  
Children's: 335-7549  
Fax: 335-7582  
[www.rpl.lib.nh.us](http://www.rpl.lib.nh.us)

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## **MONTHLY REPORT**

### **October 2017**

There were a total of 17,602 items circulated with 11,394 people visiting the library in the month of October. Two hundred nineteen patrons used the library's Internet computers for 724 hours. Visitors to the library's web site numbered 12,700. Current number of patron registrations is 37,833. Interlibrary loan activity included 88 materials borrowed from other libraries and 278 loaned to other libraries.

During the month of October the Children's Room staff held sixteen Story Times for a total of 193 children. Fifteen children participated in a fun "Make-It and Take-It" craft program creating Owl Potato Stamps.

October 18<sup>th</sup>, the Library was pleased to present an Anti-virals and Immune Support program with Rivka Schwartz. Participants learned ways to strengthen their immune system and learned how to make herbals with anti-viral properties. These included herbal infusions and long lasting herbal tinctures/extracts. All participants received home recipes for child and adult friendly herbals along with an herbal blend for making Elderberry-Echinacea syrup.

The Library was pleased to host an exhibit of artwork by local artist, Paul H. Glenn during the month of October. Glenn developed his drawing and painting techniques while attending classes at the Carnegie Mellon Museum of Art and the Thomas Palmerton Studio in Brownville, Nebraska. His works include several nature-inspired scenes with bold colors that capture the imagination along with smaller studies of landscapes and local scenery that remind us of familiar places.

In addition to the print versions of available books, 255 of our library patrons downloaded 1,305 e-books to media devices through the library's web site this month. The RPL website also enabled 43 patrons access to Mango Languages and 311 digital downloads from Hoopla and Instant Flix.

Trustees meet on November 21<sup>st</sup> in the Rose Room of the library at 6pm.

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City Clerk's Office

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**City of Rochester Tax Collector's Office**  
**October 31, 2017**

Tax Year	Annual Warrant	Collected		Uncollected		
		Amount	%	Amount	%	
2017	Semi Warrant	30,174,313	28,492,489.97	94.43%	1,681,823.03	5.57%
2016		58,196,003	57,312,767.23	98.48%	883,235.77	1.52%
2015		56,938,119	56,218,235.33	98.74%	719,883.67	1.26%
2014		55,068,779	54,648,331.27	99.24%	420,447.73	0.76%
2013		53,324,262	53,050,680.03	99.49%	273,581.97	0.51%
2012		50,952,912	50,746,994.08	99.60%	205,917.92	0.40%
2011		48,856,892	48,683,926.63	99.65%	172,965.37	0.35%
2010		47,308,832	47,158,161.77	99.68%	150,670.23	0.32%
2009		46,898,827	46,784,438.91	99.76%	114,388.09	0.24%
2008		46,522,769	46,424,806.65	99.79%	97,962.35	0.21%
2007		42,964,450	42,892,454.72	99.83%	71,995.28	0.17%
2006		40,794,160	40,710,538.91	99.80%	83,621.09	0.20%
2005		38,024,453	38,008,787.66	99.96%	15,665.34	0.04%
2004		36,065,496	36,050,824.30	99.96%	14,671.70	0.04%
2003		33,310,579	33,303,065.53	99.98%	7,513.47	0.02%
2002		29,725,878	29,718,621.19	99.98%	7,256.81	0.02%
2001		26,943,136	26,936,525.56	99.98%	6,610.44	0.02%
2000		25,415,248	25,410,252.03	99.98%	4,995.97	0.02%
1999		22,973,308	22,969,413.75	99.98%	3,894.25	0.02%
1998		30,592,529	30,587,165.88	99.98%	5,363.12	0.02%
1997		29,835,914	29,830,809.72	99.98%	5,104.28	0.02%
1996		27,726,424	27,722,073.99	99.98%	4,350.01	0.02%
1995		27,712,029	27,709,191.61	99.99%	2,837.39	0.01%
1994		26,989,803	26,987,206.62	99.99%	2,596.38	0.01%
1993		25,611,050	25,608,622.48	99.99%	2,427.52	0.01%
1992		24,746,736	24,744,940.64	99.99%	1,795.36	0.01%
1991		24,296,285	24,294,507.32	99.99%	1,777.68	0.01%
					<b>4,963,352.22</b>	

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City Clerk's Office

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**Rochester, New Hampshire  
Inter office Memorandum**

**TO:** Daniel Fitzpatrick  
City Manager

**FROM:** Todd M. Marsh  
Director of Welfare

**SUBJECT:** Analysis of Direct Assistance for October, 2017.

**DATE:** November 14, 2017

This office reported 95 formal client notes for the month of October.

Voucher amounts issued for October, 2017 were as follows:

	<u>20</u> <u>Families</u> <i>6 new</i>	<u>5</u> <u>Single</u> <i>3 new</i>
Burial .....	1,300.00	650.00
Dental .....	.00	.00
Electricity .....	961.27	176.69
Food .....	.00	.00
Fuel heating .....	.00	.00
Mortgage .....	.00	.00
Prescriptions .....	.00	.00
Rent .....	4,265.00	866.00
Temporary Housing .....	1,158.00	.00
Transportation .....	<u>.00</u>	<u>.00</u>
<b>TOTAL</b>	<b>\$7,684.27</b>	<b>\$1,692.69</b>

This represents an average cost per case/family of \$384.21 and case/Individual of \$338.54 for this month.

Total vouchers issued: \$9,376.96

There was a decrease of \$1,053.75 in assistance issued this month compared to October 2016. There was a decrease of \$2,761.29 in vouchers issued this month compared to last month.

We received reimbursements from the Interim Assistance Program SSI, State Medicaid and Personal Reimbursements totaling \$.00

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City Clerk's Office

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## City of Rochester Formal Council Meeting

### AGENDA BILL

**NOTE: Agenda Bills are due by 10 AM on the Monday the week before the City Council Meeting.**

<b>AGENDA SUBJECT:</b> Proposed procedures for a citywide recount of the Keno question which had been placed on the November 7, 2017, Municipal Election ballot.
---

COUNCIL ACTION ITEM <input checked="" type="checkbox"/> INFORMATION ONLY <input type="checkbox"/>	FUNDING REQUIRED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> * IF YES ATTACH A FUNDING RESOLUTION FORM
--	--

RESOLUTION REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	FUNDING RESOLUTION FORM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
--	--

AGENDA DATE	November 21, 2017		
DEPT. HEAD SIGNATURE	Kelly Walters, City Clerk		
DATE SUBMITTED	November 15, 2017		
ATTACHMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	* IF YES, ENTER THE TOTAL NUMBER OF PAGES ATTACHED		

#### COMMITTEE SIGN-OFF

COMMITTEE	
CHAIR PERSON	

#### DEPARTMENT APPROVALS

DEPUTY CITY MANAGER	Signature on file
CITY MANAGER	Signature on file

#### FINANCE & BUDGET INFORMATION

FINANCE OFFICE APPROVAL	
SOURCE OF FUNDS	
ACCOUNT NUMBER	
AMOUNT	
APPROPRIATION REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

#### LEGAL AUTHORITY

RSA 44:17
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**SUMMARY STATEMENT**

As stated in RSA 44:17, a recount for a ballot question will require the signatures of 25 legal voters received within 15 days of the election, as well as a fee of \$25. The City Clerk's office has received the \$25 fee along with the required 25 signatures.

In order to stay within the required timeframe, the City Clerk has requested a Special City Council meeting on November 21, 2017 to discuss the recount process as provided in NH RSA 44:17. The date for said recount shall be November 22, 2017, at 10:30 AM in the City Council Chambers.

The City Clerk is requesting the City Council take a formal vote to approve the recount process as outlined in the options listed below:

**Option One:** The City Council, *or designees*, shall meet on November 22, 2017, in the City Council Chambers at 10:30 AM to recount the Municipal Ballots for the Keno question. There shall be six two-member teams for the recount sort-and-stack method, *see attached procedure*. No more than two observers permitted at each station. The Mayor (*or designee*), City Clerk, and City Attorney shall serve as the Recount Board to determine the results of any discrepancies found.

**Option Two:** The City Clerk along with City staff shall meet on November 22, 2017, in the City Council Chambers at 10:30 AM to recount the Municipal Ballots for the Keno question. There shall be one two-member team for the recount sort-and-stack method, *see attached procedure*. No more than two observers permitted at the station. The City Clerk, City Attorney, and one legal voter of the City shall serve as the Recount Board to determine the results of any discrepancies found.

**Option Three:** The Moderator, *or designees*, of each Ward shall meet on November 22, 2017, in the City Council Chambers at 10:30 AM to recount the Municipal Ballots for the Keno question. There shall be six two-member teams for the recount sort-and-stack method, *see attached procedure*. No more than two observers permitted at each station. The City Clerk, City Attorney, and one legal voter shall serve as the Recount Board to determine the results of any discrepancies found.

**RECOMMENDED ACTION**

Approve one of the three options outlined above.

## **COUNTING INSTRUCTIONS – MODEL 1**

### **Sort-and-Stack Method**

The Secretary of State relies upon a variation of the sort-and-stack hand counting method below for recounting simple races, based on observation and performance in recounting well over 1 million ballots.

This sort-and-stack method is considered the more accurate and easy method by the counters themselves, since each mark is often reviewed more times than other methods, staff requirements are less, and mistakes are easier to notice and avoid. The sort-and-stack method is not used by the Secretary of State in recounts for races with multiple winners. However, this process has been used effectively by some towns to count multi-member representative races.

#### **Overview of Sort and Stack Method**

- Ballots are sorted into piles before they are counted
- One pile for identical votes in that race
  - Each candidate or alternative on a question
  - Overvotes (When the voter selects more choices than allowed in a contest, the number of choices the voter has sacrificed in this race)
  - Undervotes (skipped choices)
  - Write-ins
  - Judgment calls for the moderator and election team

#### **Using the Method**

- Counters and observers are looking at only one candidate or question on the ballot at a time;
- Counters' and observers' eyes do not have to move to different locations on the ballot and on the tally sheet;
- When looking for only one mark on one precise location on the ballot, it is harder to make mistakes.

#### **Rule of Thumb: 3 Sets of Eyes voter choice**

- Aim for at least 3 sets of eyes on each ballot choice;
- Using a 2-person team, that might mean that the 2 members sort ballots simultaneously into the same piles and each looks at the ballot choices as he or she counts each stack;
- The 2 members count each pile independently and record and check the sum on the tally sheet.

#### **Distributing Ballots to Teams**

- Open the ballot box in view of the public.
- Moderators place an established quantity of ballots - say 200 – on each table assigned to a counting team;
- The 2 team members count the ballots in batches of 50;

- If it becomes necessary to redo a particular part of the process because the results do not equal the number of ballots, counters can afford to recount 50.

One contest Separate piles					
Candidates		Over	Under	Write-	Ques-
A	B	votes	votes	ins	tions

### Start Counting Ballots

- Team members should look at each ballot as they place it into the correct pile;
- Once the table has the first 50 ballots assigned to it sorted into these six piles, start the counting process with the pile of ballots for the first candidate on the ballot.

### Counting Ballots

- One team member counts the ballots in the first candidate's pile into groups of ten;
- The member stacks each group of ten ballots and the remainder at right angles to each other on the same pile, allowing an easy count by "tens" for the entire stack;
- The second team member counts the same pile independently;
- The 2 members resolve any "Questions" by calling the moderator to determine voter intent.
- Both counters independently count each pile, agree on the number for each candidate, and enter it in the tally sheet.

Both counters count the piles of ten, plus remainders, agree on the number and enter it in the tally sheet.					
Candidates		Over	Under	Write-	Total
A	B	votes	votes	ins	
19					

- Any discrepancies discovered along the way are mostly resolved by checking the last 10 ballots, rather than a larger number that would take some time to backtrack for resolution.

### Next Candidate, Same Contest

- When finished with the first candidate, members begin counting the next candidate in the same contest;
- Each of the piles is independently counted by the 2 team members, with each looking at the mark on each ballot;

- Team members agree on the number to enter on the tally sheet.

Both counters count the piles of ten, plus remainders, agree on the number and enter it in the tally sheet.

Candidates		Over	Under	Write-	Total
A	B	votes	votes	ins	
19	17				

### Same contest – 3<sup>rd</sup> candidate

- If there is another candidate in that contest, each team member counts the pile for that candidate and they agree on the number to enter on the tally sheet.

### Same Contest, Counting the Piles of Undervotes and Overvotes

- Counters independently count the piles for undervotes and overvotes and agree on the numbers to enter on the tally sheet.
- The team should add the votes for each candidate, write-ins, and the number of undervotes (skipped choices) and overvotes (sacrificed choices when the voter votes more choices than allowed) in that contest.
- Enter the total in the far right column of each row. It should equal 50, the batch size the team began with in this step.

Counters repeat the process to count separately the piles for undervotes, overvotes and write-ins and agree on the numbers to enter on the tally sheet.

Candidates		Over	Under	Write-	Total
A	B	votes	votes	ins	
19	17	9	4	1	50

### Keeping Track of Stacks

- When the count for the batch of 50 ballots is complete, contain the batch with an elastic to identify it has been counted.

### Tallying

- Tally sheets should be turned in - after the numbers equal 50 on the far right, and the aggregate of votes equals 200 on the bottom right;
- This number, e.g. 200 ballots, should match the number of ballots that the table started with;
- Tally sheets should be signed by the 2 team members before being turned in;

- The moderator should designate someone who routinely works with figures to ensure ongoing reconciliation by each table.

## Tally Sheet – single contest

	Candidate A	Candidate B	Candidate C	Undervotes	Overvotes	Write-ins	TOTAL
1 <sup>st</sup> group of 50 ballots	19	17	9	4	1	0	50
2 <sup>nd</sup> group of 50 ballots	17	22	8	3	0	0	50
3 <sup>rd</sup> group of 50 ballots	16	18	11	3	1	1	50
4 <sup>th</sup> group of 50 ballots	18	20	9	2	0	1	50
<b>TOTALS</b>	<b>70</b>	<b>77</b>	<b>37</b>	<b>12</b>	<b>2</b>	<b>2</b>	<b>200</b>