



**CITY OF DOVER**

## CITY COUNCIL - AGENDA

**REVISED**

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, January 23, 2013**  
Meeting Time: **7:00 pm**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL ATTENDANCE**
5. **PROCLAMATIONS/AWARDS – None**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
  - A. **CHAPTER 5: BOARDS, COMMISSIONS & COMMITTEES – PARKING COMMISSION**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST
  - B. **CHAPTER 131-18: OFFENSES - USE OF TOBACCO PRODUCTS IN HENRY LAW**  
**SKATE PARK, SCHOOL GROUNDS, AND ATHLETIC FIELDS**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST
  - C. **FISCAL YEAR 2013 BUDGET AMENDMENT #1 – APPROPRIATION FOR TRANSFER**  
**TO CERTAIN CAPITAL RESERVE FUNDS**  
**(REQUIRES A 2/3 MAJORITY COUNCIL VOTE)**  
SPONSORED BY COUNCILORS WESTON, SPULER, AND WEEDEN
8. **CITIZEN'S FORUM**

*Citizens are invited to speak on any issue pertaining to the business of the City of Dover.  
Statements shall be limited to five minutes.*
9. **CITY MANAGER'S REPORT**
10. **APPROVAL OF MINUTES**
  - A. **January 2, 2013 – Workshop Session**
  - B. **January 9, 2013 – Regular Meeting**
11. **MAYOR'S REPORT**



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### 12. UNFINISHED BUSINESS

#### A. ORDINANCES IN THE 2<sup>nd</sup> READING

1. **CHAPTER 5: BOARDS, COMMISSIONS & COMMITTEES – PARKING COMMISSION**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST
2. **CHAPTER 131-18: OFFENSES - USE OF TOBACCO PRODUCTS IN HENRY LAW SKATE PARK, SCHOOL GROUNDS, AND ATHLETIC FIELDS**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST

#### B. ORDINANCES IN THE 3<sup>rd</sup> READING – None

#### C. RESOLUTIONS

1. **FISCAL YEAR 2013 BUDGET AMENDMENT #1 – APPROPRIATION FOR TRANSFER TO CERTAIN CAPITAL RESERVE FUNDS (REQUIRES A 2/3 MAJORITY COUNCIL VOTE)**  
SPONSORED BY COUNCILORS WESTON, SPULER, AND WEEDEN

### 13. NEW BUSINESS

#### A. CONSENT CALENDAR

1. **PARADE – ROCHESTER RUNNERS CLUB**
2. **RESOLUTION: B13028 PURCHASE OF USED BUCKET TRUCK**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST
3. **RESOLUTION: PURCHASE OF GENERATOR FOR SOUTH END FIRE STATION**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST
4. **RESOLUTION: PURCHASE OF FIVE 2013 FORD POLICE INTERCEPTORS**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST

#### COMMITTEE REPORTS

1. **School Board**
2. Planning Board
3. Appointments Committee
4. Recreation Advisory Board
5. McConnell Center Advisory Committee
6. Arts Commission
7. Solid Waste Advisory Commission
8. Transportation Advisory Commission
9. Joint Building Committee – Horne Street School
10. Legislative Liaison
11. Pool Advisory Committee
12. Parking Commission
13. Ordinance Codification and Verification Committee



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### **B. RESOLUTIONS**

- 1. SUPPORT FOR JENNY THOMPSON AQUATIC CENTER PUBLIC/PRIVATE PARTNERSHIP PROJECT**  
SPONSORED BY COUNCILOR WESTON AND COUNCILOR CRAGO
- 2. B13031 TOLEND ROAD RECONSTRUCTION**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST
- 3. SANI-SPORT NEW ENGLAND LEASE**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST
- 4. ACCEPTANCE OF BOXWOOD LANE AS A PUBLIC WAY**  
SPONSORED BY MAYOR TREFETHEN BY REQUEST

### **C. ORDINANCES IN 1ST READING – None**

- 14. COUNCIL CORRESPONDENCE – None**
- 15. COUNCIL MATTERS OF INTEREST**
- 16. ADJOURNMENT**

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# CITY MANAGER'S REPORT



**January 23, 2013**

**SUBMITTED BY:**

**J. MICHAEL JOYAL, JR.  
CITY MANAGER**

**CITY OF  
DOVER, NH**

**AVAILABLE ONLINE:**

**[WWW.DOVER.NH.GOV](http://WWW.DOVER.NH.GOV)**

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# Dover Business & Industrial Development Authority

## Economic Development Overview

Dan Barufaldi

### Summary:

Regional business contacts continue to report a growing economy although the pace of growth appears somewhat slower than the previous reporting period. Most retailers report mixed sales results and manufacturing contacts report slow growth. Software and IT firms report disappointing results. By contrast, staffing companies are experiencing a pick-up in growth. Residential real estate contacts note a slowing in home sales but home prices are rising modestly locally. Commercial real estate fundamentals remain flat with outlook souring somewhat in recent weeks. Hurricane Sandy apparently had only modest effects on economic activity in New England. Investment conditions remain positive as sidelined stock investors look to re-enter the stock market. Most firms are doing only modest hiring, but locally, the Dover unemployment rate dropped from 4.6% to 4.3% in the last month. Concerns are being expressed about the current and future uncertainty attributed to the U.S. and Eurozone sovereign debt situation. The fiscal cliff, taxes, and healthcare costs and the gridlock in Washington appear to have been baked into the market. Local contacts indicate it is only in commercial real estate leasing and building, that current activity levels are measurably dampened by such concerns.

### Retail and Tourism:

Retailers report sales through mid to late October are slightly above or below 2011. Year-over-year sales increases in recent months range from low single digit percentage gains to low single digit losses. Furniture sales have picked up after declining during the summer. Apparel and household items remain strong. Some retailers have increased hiring in anticipation of the holiday season. While prices are holding steady, there doesn't seem to be any inflationary pressure. Many contacts are actively managing inventories to remain quick to react to perceived sales trends and some are undertaking multi-year planning to more closely manage their businesses for the future where the internet will take an increasing share of sales. Because of the fiscal cliff, there is some uncertainty about what to expect in terms of tax policy. This is especially true as it affects small business planning.

Tourism continues to benefit from a rebound in business travel, both domestic and international. Our local hotels have occupancy rates in the mid to high 90% range. Leisure travel has seen a small drop in advance bookings over the last 6 months. Regional tourism venues are forecasting a solid 2013 in sales and bookings. Euro zone currency falloff against the US\$ may spur travel from the US to Euro zone countries in the coming year.

### Manufacturing and Related Services:

Regional manufacturers describe the economy as in weak growth. Of ten firms contacted, all but one report growth versus the period a year earlier, but only four report higher year-on-year growth versus the previous quarter. Similarly, mixed numbers

appear across other measures, with three firms reporting an improved outlook, four reporting higher employment and four reporting higher capital expenditures. Firms that are growing attribute growth to idiosyncratic factors and not to the economy. A medical equipment manufacturer said government spending on VA hospitals had led to a large increase in the demand for its products. A semi-conductor equipment manufacturer reported a dramatic reduction in expected sales in Q4. This was blamed on the "semi-conductor equipment cycle".

Continuing complaints are heard about the difficulty in finding qualified workers for advance manufacturing firms both here and abroad.

In general, the weakness in manufacturing has not yet led these firms to significantly revise their capital expenditure plans as profitability has sustained. That said, many of the spending plans include spending offshore while much of capital expenditures in-country may be on maintenance.

### **Software & Information Technology Services:**

New England software and IT services generally report weaker-than-expected activity through October, with revenues in Q3 roughly on par with year-earlier levels. The downtick reportedly reflects heightened political and economic uncertainty which has prevented many potential clients from pulling the trigger on projects. Executing large license agreements have been problematic, particularly in Europe where it is reported that sluggishness in the manufacturing sector led to a year-over-year decline of almost 40%. This has slowed the pace of hiring. Capital and technology spending and selling prices are largely unchanged from February.

Going forward New England software and IT contacts are less upbeat than they were three to six months ago with some expressing concerns re the fiscal cliff and the macro-economic conditions in the Eurozone. Only modest growth is expected through Q1, 2013.

### **Staffing Services:**

Staffing services are reporting improved conditions with most describing business since Labor Day as "pretty good". Year-over-year revenue changes in Q# varied widely, from down slightly to up by 20%. Labor demand is up slightly in the IT and engineering sectors, and to some degree in specific manufacturing venues. Demand for office and clerical workers and accountants is weak. Candidates with high-end skill sets remain hard to find. Bill rates and pay rates have largely unchanged since August. The outlook for staffing is essentially the same as for the last quarter with most expecting more positive growth in 2013.

### **Commercial Real Estate:**

Commercial real estate fundamentals were roughly flat in recent weeks amid light leasing activity. Locally, a large lease client for 100,000sf was lost due to the fiscal cliff and healthcare cost uncertainties that caused the company to put off the expansion move and extend their lease at their present location until things got sorted out. While we have some positive movement locally in this sector, commercial real estate remains in the doldrums regionally and nationally with few exceptions. Prices continue very

much on the low side. Apartment rentals are up with limited inventories pushing prices significantly higher as first time home buyers are experiencing difficulties in acquiring mortgage financing under current banking regulations and are forced to remain renters.

Banks are awash with cash that they have difficulty lending due to tightened regulatory requirements. Nationally, bank deposits reached \$2 trillion more than bank loans. A majority of contacts note that business sentiment soured recently, with the national election results and the fiscal situation cited as key factors. The outlook for commercial real estate turned more pessimistic on balance in light of these same factors and also risks to growth stemming from the Eurozone debt debacle and the slowdown of the Chinese economy. Due to the Sandy effect on New England insurance rates for commercial structures on the Eastern Seaboard, it is anticipated this will retrain development in some areas.

**Residential Real Estate:**

Residential real estate sales slowed starting in Q3 throughout New England in both the single-family and condominium markets. Regionally, single family home sales actually declined; the first decrease in 15 consecutive months. Local residential sales are beginning to show some life in the low to medium priced home segment although prices are slow to recover; they are starting to rise in Dover. Inventories in these categories are beginning to shrink locally and it is expected this will cause prices to rise somewhat more in the coming year.

Low interest rates, reasonable prices, improved conditions for borrowers, and rising rents continue to push growth in this segment. Contacts still describe this growth as fragile.

*Non-local content contains excerpts from the Federal Reserve Beige Book-Boston.*

**Office of General Legal Counsel**  
**Summary of Matters**  
 Allan Krans

**GENERAL SUMMARY OF MATTERS OF THE OFFICE OF GENERAL LEGAL COUNSEL**

The Office of General Legal Counsel provides legal support to City Council, City Manager, city staff and volunteers on the boards, commissions and committees of the City of Dover to assist efforts to provide services to constituents/customers. In addition, legal support is provided to the Dover School Board, the Superintendent of Schools and school staff.

Legal support levels are tracked. The tracking of legal support efforts revolves around legal services called "Matters" (legal questions and issues raised by staff and all other sources), litigation, legal documents (contracts, deeds etc.), resolutions, and responses to Right to Know requests.

**REVIEW OF LEGAL SUPPORT SERVICES FOR THE MONTH: December 2012**

	Current Month	FY2013	FY2012	FY2011
<b>Legal Matters/Questions Handled</b>	19	158	360	245
<b>Document Creation &amp; Review</b>	9	85	126	140
<b>Right to Know Requests Processed</b>	3	22	61	40
<b>Resolutions</b>	0	18	23	-
<b>Ordinances</b>	0	5	12	-

**SIGNIFICANT DEVELOPMENTS, TRENDS AND MATTERS:**

Right to Know requests pursuant to RSA 91-A in December:

- Londonderry, NH – bond paperwork
- Baltimore, MD – building code violations
- Restaurant inspection reports

Assistance to the City Council: drafting/review of resolutions and ordinance revisions; attendance at meetings; virtual meetings

Assistance to School: adequacy funds, confidentiality of nonpublic meetings, close out of committee

Assistance to Community Services Department: welfare matter, deed research; lawsuit settlement

Assistance to the Planning Department: deed inquiry; accessory dwelling units

Assistance to Finance Department: child support withholding; discharge of lien

Assistance to Executive: administrative code review

Assistance to the City Manager: review of documents for signature; review of litigation; 91-A requests

The role of the Office of General Legal Counsel is to represent the corporation as a whole including the City Council, the City Manager and the Departments. The focus of the Office of General Legal Counsel is to avoid legal problems for the City by advising staff members, reviewing legal documents, addressing citizen concerns proactively, providing guidance to the boards, commissions and committees of the City and assisting City Councilors in the performance of their duties. The goal is to save money for the taxpayers and the City of Dover. A further role of General Legal Counsel is to respond to matters involving litigation. This role involves contacts with opposing legal counsel on a regular basis, the attendance at hearings and the trial of matters before the Courts.

The use of outside counsel to handle specialty matters continues and consists of counsel involved in environmental matters(Attorney Peltonen) and labor negotiations(Attorney Broth).There are a small number of other attorneys hired on a variety of smaller matters.



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

Meeting Type: Workshop Session  
Meeting Location: Council Chambers, City Hall  
Meeting Date: **Wednesday, January 2, 2013**  
Meeting Time: **7:00 pm**

### 1. CALL TO ORDER

### 2. MOMENT OF SILENCE

### 3. PLEDGE OF ALLEGIANCE

Councilor Hooper led the Pledge of Allegiance.

### 4. ROLL CALL ATTENDANCE

**Present:** Mayor Trefethen, Deputy Mayor Carrier, Councilor Cheney, Councilor Crago, Councilor Garrison, Councilor Hooper, and Councilor Weston.

**Absent:** Councilor Spuler and Councilor Weeden.

**Also Present:** City Manager Joyal, General Legal Counselor Krans, and Deputy City Clerk Mistretta.

### 5. DISCUSSIONS

#### A. FY2012 COMPREHENSIVE ANNUAL FINANCIAL REPORT PRESENTATION

City Manager Joyal introduced Christian Smith, Client Service Director of Macpage LLC to the Council.

Mr. Smith gave an overview of his handouts: Management Letter, SAS 114 Letter, and the Comprehensive Annual Financial Report. He gave a PowerPoint presentation regarding the results of Audit.

City Manager Joyal referred to the Financial Policy Review handout and gave an overview to the Council.

#### B. JENNY THOMPSON AQUATIC FACILITY PROPOSAL

City Manager Joyal introduced Tim Paiva and Jared Felker of Seacoast Swimming and Stu Isaac of Isaac Sports Group to the Council.

All three gentlemen participated in the PowerPoint presentation and answered questions about the proposal to build the Jenny Thompson Aquatic Center (JTAC).

City Manager Joyal said it seemed there was enough interest in the Council for him to bring forward a resolution to the Council indicating that they will endorse moving forward in this proposal.

### 6. CITIZEN'S FORUM

*Citizens are invited to speak on the subject matter of the Workshop. Statements shall be limited to five minutes.*

Mayor Trefethen, seeing no one wishing to speak, closed the Citizen's Forum.



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

Meeting Type: Workshop Session  
Meeting Location: Council Chambers, City Hall  
Meeting Date: **Wednesday, January 2, 2013**  
Meeting Time: **7:00 pm**

### 7. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Weston.  
Vote: 7/0.

All handouts and PowerPoint presentations have been archived with these minutes.



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, January 9, 2013**  
Meeting Time: **7:00 pm**

### 1. CALL TO ORDER

### 2. MOMENT OF SILENCE

### 3. PLEDGE OF ALLEGIANCE

Deputy Mayor Carrier led the Pledge of Allegiance.

### 4. ROLL CALL ATTENDANCE

**Present:** Mayor Trefethen, Deputy Mayor Carrier, Councilor Cheney, Councilor Crago, Councilor Garrison, Councilor Hooper, Councilor Spuler, Councilor Weeden, and Councilor Weston.

**Also Present:** City Manager Joyal, General Legal Counselor Krans, and City Clerk Lavertu.

### 5. PROCLAMATIONS/AWARDS

#### A. 100 Best Communities for Young People

Mayor Trefethen read the proclamation to the Council.

### 6. APPROVAL OF AGENDA

Councilor Cheney move to add the Ordinance Codification and Verification Committee Report; seconded by Councilor Weston.

Vote: 9/0.

Deputy Mayor Carrier move to accept the agenda as amended; seconded by Councilor Spuler.

Vote: 9/0.

### 7. PUBLIC HEARINGS – None

### 8. CITIZEN'S FORUM

*Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.*

**Human, 55 Union Street:** He spoke about the snow plowing in Dover and the need to plow the sidewalks.

Mayor Trefethen, seeing no one else wishing to speak, closed the Citizen's Forum.

### 9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He notified the Council that last month the City has started selling the parking transponders for \$19.95, which includes \$10.00 of parking time. He gave the Council an update of his training activities.



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **Council Chambers, City Hall**  
Meeting Date: **Wednesday, January 9, 2013**  
Meeting Time: **7:00 pm**

Deputy Mayor Carrier ask for clarification of the snow removal process.

City Manager Joyal explained the challenges the City employees and snow contractors had with removing the heavy wet snow from the recent storm.

Councilor Weston asked about the blinking light pedestrian sign installation on Chestnut Street.

City Manager Joyal said the light was delivered today and he hopes to have it installed by the end of the week.

Councilor Weston asked about the bids for Tolend Road.

City Manager Joyal said the request for bids have been sent out and have received 10 or 12 back. They are in the process of sorting out the bids. He felt they will be before the Council with an award of bid before the start of the construction season.

Councilor Weston referred to page 18/23 and asked how the Planning Board will handle the expired permits.

City Manager Joyal said everything on the table were currently active projects. He said the Planning Board approvals have expired, which means they are no longer subject to grandfathering under the site regulations and impact fees that were in effect when the project was approved. He clarified the numbers shown.

Councilor Weeden spoke about the snow plowing for the last storm, and said he could attest that it was a challenge with the heavy wet snow. He said it was clear that they didn't meet the standards expected from the citizens and asked what they will do in the future to try to prevent it happening again.

City Manager Joyal said it was a function of the resources the City had. He said they could have put more sand and salt down on the roads, but that had environmental impacts as well.

Councilor Weeden thanked the City Manager for moving the Council mailboxes to the atrium.

Councilor Cheney referred to page 1/23, and asked about the leaks from the North End pressure upgrade and if the City can detect leaks anywhere else.

City Manager Joyal said the City has an active leak detection system, which is being used in the North End right now. He said they also check billing to water production, which can show there must be a leak because there is a big difference.

Councilor Garrison went over the fees for the parking transponders.

Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Weeden.

Vote: 9/0.

### 10. APPROVAL OF MINUTES

**A. December 5, 2012 – Workshop**

**B. December 12, 2012 – Regular Meeting**

Deputy Mayor Carrier moved to accept the minutes; seconded by Councilor Weeden.

Vote: 9/0.



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

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Meeting Date: **Wednesday, January 9, 2013**  
Meeting Time: **7:00 pm**

### 11. MAYOR'S REPORT

Mayor Trefethen said he hoped everyone had a wonderful holiday season. He said he attended the Greater Dover Chamber of Commerce open house at the new Wentworth-Douglass Hospital wing. Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Weston.  
Vote: 9/0.

### 12. UNFINISHED BUSINESS

**A. ORDINANCES IN THE 2<sup>nd</sup> READING – None**

**B. ORDINANCES IN THE 3<sup>rd</sup> READING – None**

#### **C. RESOLUTIONS**

**1. COVERED PEDESTRIAN BRIDGE RELOCATION FUNDING  
SPONSORED BY COUNCILORS WEEDEN AND CRAGO**

Councilor Weeden moved for its adoption; seconded by Councilor Crago.  
Councilor Weeden said there is a lot of action with Dickinson Development, and the City needs to find out what funds will be available to the City.  
Councilor Weeden moved to table; seconded by Councilor Crago.  
Vote: 9/0.

### 13. NEW BUSINESS

#### **A. CONSENT CALENDAR**

**1. AWARD OF PURCHASE ORDER TO FISHER AUTOMOTIVE FOR AUTOMOTIVE  
PARTS AND SUPPLIES  
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

**2. AWARD OF PURCHASE ORDER TO SULLIVAN TIRE CO. FOR TIRES AND  
MISCELLANEOUS RELATED SUPPLIES  
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

### **COMMITTEE REPORTS**

- |  |  |
|--|--|
| 1. School Board                        | 8. Transportation Advisory Commission                            |
| 2. Planning Board                      | 9. Joint Building Committee – Horne Street School                |
| 3. Appointments Committee              | 10. Legislative Liaison  |
| 4. Recreation Advisory Board           | 11. Pool Advisory Committee                                      |
| 5. McConnell Center Advisory Committee | 12. Parking Commission   |
| 6. Arts Commission                     | <b>13. Ordinance Codification and Verification<br/>Committee</b> |
| 7. Solid Waste Advisory Commission     |  |



**CITY OF DOVER**

## CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**  
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Meeting Time: **7:00 pm**

Deputy Mayor Carrier moved to adopt the Consent Calendar; seconded by Councilor Weeden. Mayor Trefethen asked the Council if they would like to pull something for discussion. Councilor Cheney asked to pull the Ordinance Codification and Verification Committee Report. Mayor Trefethen asked for a roll call vote on the remaining items of the Consent Calendar.  
Roll Call Vote: 9/0.

Councilor Cheney gave an overview of the Ordinance Codification and Verification Committee report to the Council.

Deputy Mayor Carrier moved to accept the Ordinance Codification and Verification Committee report; seconded by Councilor Weston.

Vote: 9/0

### **B. RESOLUTIONS**

#### **1. CREATION OF POLICE FACILITY BUILDING COMMITTEE SPONSORED BY MAYOR TREFETHEN**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Crago. Mayor Trefethen gave an overview of the resolution to the Council. Councilor Weeden asked if he could be Council liaison. Mayor Trefethen said he would put him on the list.  
Vote: 9/0.

#### **2. FISCAL YEAR 2013 BUDGET AMENDMENT #1 – APPROPRIATION FOR TRANSFER TO CERTAIN CAPITAL RESERVE FUNDS (REQUIRES A 2/3 MAJORITY COUNCIL VOTE) (TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 23, 2013) SPONSORED BY COUNCILORS WESTON, SPULER, AND WEEDEN**

Councilor Weston moved to refer to a public hearing on January 23, 2013; seconded by Councilor Spuler.

Councilor Spuler moved to add Councilor Weeden as a sponsor for this resolution; seconded by Councilor Weston.

Vote: 9/0.

Councilor Garrison asked for clarification on the last paragraph, last sentence of the background material, where it states “In the event the one time revenue is not received or available, the transfers shall still be made...”

City Manager Joyal said the plan is that the funds the City is receiving from Dickinson will seed these reserve funds. He said there may not be enough funds to cover that and this line says it will come out of the General Fund.

Councilor Garrison said he is a strong supporter of the schools, but he didn't support this concept. He felt the money the City is receiving from Dickinson should be used for the Waterfront Development area, such as the pedestrian bridge, skate board park, and maintenance of the area.

Mayor Trefethen said they should know more by the January 23, 2013 Council meeting, and they could table the resolution if they didn't.



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Councilor Garrison referred to the last sentence again and said he felt it shouldn't be done outside of the normal budget process.

Councilor Hooper asked how many projects can use this money.

Councilor Weeden mentioned that the skateboard park and pedestrian bridge each had \$20,000 of the \$30,000 needed, and there should be more money coming in from Dickinson. He said the Council will know more by the January 23, 2013 meeting.

Councilor Weston discussed why she felt this should be passed. She said several School Board members hope this will pass.

Vote: 9/0.

### **C. ORDINANCES IN 1ST READING**

**1. CHAPTER 5: BOARDS, COMMISSIONS & COMMITTEES – PARKING COMMISSION  
(TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 23, 2013)  
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

Deputy Mayor Carrier moved to refer to a public hearing on January 23, 2013; seconded by Councilor Weeden.

Vote: 9/0.

**2. CHAPTER 131-18: OFFENSES - USE OF TOBACCO PRODUCTS IN HENRY LAW SKATE PARK, SCHOOL GROUNDS, AND ATHLETIC FIELDS  
(TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 23, 2013)  
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

Deputy Mayor Carrier moved to refer to a public hearing on January 23, 2013; seconded by Councilor Crago.

Mayor Trefethen clarified a few items in the Ordinance.

Vote: 9/0.

### **14. COUNCIL CORRESPONDENCE**

**A. Letter from Xfinity dated December 19, 2012.**

Deputy Mayor Carrier moved to accept and place on file; seconded by Councilor Garrison.

Vote: 9/0.

### **15. COUNCIL MATTERS OF INTEREST**

Councilor Weeden said on January 21, 2013 at 6:30 pm the Deputy Mayor and him will be hosting a Citizen Speak Out.

Deputy Mayor Carrier spoke about Muriel who has just turned 102 years old, and wished her a happy birthday.



**CITY OF DOVER**

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Councilor Cheney asked if they can put a cap on the percentage increase the City receives from xfinity, and how much was the revenue increase.

City Manager Joyal said he didn't know, because customers could change their services.

Mayor Trefethen reminded the Council that this was just for television cable service, and did not include internet or phone services provided the xfinity.

Councilor Weeden started a discussion on PSNH and using competitive companies.

City Manager Joyal said they use competitive companies for electricity.

### **16. ADJOURNMENT**

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Weston.

Vote: 9/0.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 12.A.1.**

Ordinance Number: **O – 2013.01.09 - 1**  
Ordinance Title: Parking Commission  
Chapter: 5 - Boards, Commissions and Committees

The City of Dover Ordains:

### 1. PURPOSE

The purpose of this ordinance is to amend Chapter 5-18 Parking Commission MEMBERSHIP; and.

### 2. AMENDMENT

Chapter 5-18 A. entitled “Parking Commission” is hereby amended by changing the following:

### 5-18. Parking Commission.

A. MEMBERSHIP: The Parking Commission shall consist of ~~six (6)~~ seven (7) members with representation as follows:

1. ~~Four (4)~~ Five (5) Dover residents; and
2. Two (2) Dover commercial property or business owners.

B. TERMS OF MEMBERS: Members shall be appointed to terms of three (3) years.

C. AUTHORITY AND DUTIES: The Parking Commission shall perform the following functions:

- (1) Assist with the development, implementation and continued monitoring of a comprehensive public parking system throughout the City.
- (2) Review and develop recommendations for the ongoing financing and operation of public parking services and facilities to include:
- (3) Making recommendations to the City Council and City Manager for the maintenance and implementation of an overall public parking plan that defines goals, policies, regulations and their enforcement.
- (4) Making recommendations to the City Council and City Manager with respect to funding for a parking activity fund.
- (5) Making recommendations to the Planning Board, the City Council and City Manager with respect to capital improvement programming as it relates to public parking facilities.
- (6) Making recommendations to the City Council and City Manager with respect to special parking districts, related maintenance programs and their funding and management.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 12.A.1.**

Ordinance Number: **O – 2013.01.09 - 1**  
Ordinance Title: Parking Commission  
Chapter: 5 - Boards, Commissions and Committees

- (7) Promoting communication and the exchange of ideas and concerns between users of public parking, property owners, merchants, and City agencies.
- (8) Acting to promote public awareness of public parking areas in the city.

### 3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

### REQUIRES A PUBLIC HEARING

### AUTHORIZATION

Approved as to Funding:

*Daniel R. Lynch*  
Daniel R. Lynch *1/17/13* Sponsored by:  
Finance Director

Mayor Dean Trefethen  
By Request

Approved as to Legal Compliance:

*Allan B. Krans Sr.*  
Allan B. Krans Sr. *1/17/13*  
General Legal Counsel

Recorded by:

*Karen Laverly*  
Karen Laverly  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 12.A.1.**

Ordinance Number: **O – 2013.01.09 - 1**  
Ordinance Title: Parking Commission  
Chapter: 5 - Boards, Commissions and Committees

### DOCUMENT HISTORY:

First Reading Date: 01/09/2013	Public Hearing Date: 01/23/2013
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor, Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothy Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		

### ORDINANCE BACKGROUND MATERIAL:

During 2012, of the Parking Commission monthly meetings; three meetings (January, March and October) were not held due to the anticipated, or actual, lack of a quorum. Four meetings (February, March, May and October) were rescheduled, including two that subsequently were not held (March and October) due to an anticipated lack of a quorum. Nine meetings were held as scheduled.

At their July 17, 2012 meeting, the Parking Commission voted 3 in favor and 1 opposed to adding a seventh member to the commission to assist with garnering quorums. The Parking Commission deferred to the City Council as to if the additional position should be a commercial property or business owner versus a Dover resident.



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.2.

Ordinance Number: **O – 2013.01.09 – 2**  
Ordinance Title: Offenses  
Chapter: 131-18 Use of Tobacco Products in Henry Law Skate Park,  
School Grounds, and Athletic Fields

The City of Dover Ordains:

### 1. PURPOSE

The purpose of this ordinance is to amend Chapter 131 Entitled “Offenses,” of the Code of the City of Dover.

The intent of this ordinance is to promote fire safety, litter mitigation and provide an overall environment that is appropriate for a recreational area heavily used by kids.

### 2. AMENDMENT

Chapter 131 entitled “Offenses” of the Code of the City of Dover, is hereby amended by revising the language of section 131-18, subsections A and B.

#### 131-18. **Use of Tobacco Products in Henry Law Skate Park, School Grounds, and Athletic Fields [Added 02-18-04 by Ord. No. 01-2004]**

- A) No person shall smoke or use a tobacco product within Henry Law Skate Park, the Henry Law Rotary Pavilion or playground areas of Henry Law Park, on the grounds of all recreational facilities, areas or athletic fields associated with the Woodman Park, Horne Street or Garrison elementary schools, or within two hundred (200) feet of the playing surfaces at Shaw’s Lane athletic field. A designated smoking area may or may not be provided at the discretion of city or school staff.
- B) The Henry Law Skate Park shall be defined as the improved recreational area on the East side of River Street; to include: the rink, designed ramps and jumps, all contiguous paved areas, and shall include a twenty five (25) foot buffer zone immediately surrounding the recreational area and rink.

The Henry Law Park Rotary Pavilion area shall be defined as the area that is bordered by: the black fence that runs along Washington Street from the corner of the current New Hampshire Children’s Museum building to the intersection of Henry Law Avenue; and the fence that runs along Henry Law Avenue from the intersection with Washington Street to the end of the fence opposite the Rotary Pavilion; and the front of the stage area and the front of the building currently occupied by the New Hampshire Children’s Museum. The restricted area includes the interior of the band shell, the adjacent stairs and stairwell, and any steps and frontage of the NH Children’s Museum. The sidewalks running parallel to and immediately adjacent to Washington Street and Henry Law Avenue are not restricted.

The playground area of Henry Law Park shall be defined as the area within the line starting at the sidewalk emerging from the stairwell connecting the Henry Law Park Pavilion and the playground areas, and continuing on the inside edge of the sidewalk adjacent to the parking lot of the Dover Indoor Pool to where it connects with the sidewalk at Henry Law Avenue, and continues along the inside edge of the sidewalk adjacent to Henry Law



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

**Agenda Item#: 12.A.2.**

Ordinance Number: **O – 2013.01.09 – 2**  
 Ordinance Title: **Offenses**  
 Chapter: **131-18 Use of Tobacco Products in Henry Law Skate Park,  
 School Grounds, and Athletic Fields**

Avenue where it shall connect with the black fence which defines the Henry Law Park Rotary Pavilion area. The Dover Indoor Pool parking lot and the sidewalks immediately adjacent to the parking lot and parallel to Henry Law Avenue are not restricted.

- C) Any person violating the provisions of the City Ordinance shall be subject to a fine of up to \$50.00 for a 1<sup>st</sup> offense and up to \$100.00 for a 2<sup>nd</sup> or subsequent offense.

### 3. TAKES EFFECT

This Ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

### TO BE REFERRED TO A PUBLIC HEARING

#### AUTHORIZATION

Approved as to Funding:

*Daniel R. Lynch 1/17/13*  
 Daniel R. Lynch  
 Finance Director

Sponsored by:

Mayor Dean Trefethen  
 By request

Approved for Legal Compliance:

*Allan B. Krans Sr. 1/17/13*  
 Allan B. Krans, Sr.  
 General Legal Counsel

Recorded by:

*Karen Lavertu*  
 Karen Lavertu  
 City Clerk



**CITY OF DOVER**

## CITY OF DOVER - ORDINANCE

**Agenda Item#: 12.A.2.**

Ordinance Number: **O – 2013.01.09 – 2**  
 Ordinance Title: Offenses  
 Chapter: 131-18 Use of Tobacco Products in Henry Law Skate Park,  
 School Grounds, and Athletic Fields

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.01.09 - 4**  
Resolution Re: Fiscal Year 2013 Budget Amendment #1 – Appropriation for Transfer to Certain Capital Reserve Funds

- WHEREAS: The City Council adopted the FY13 Budget on June 6, 2012; and
- WHEREAS: The City Council, on December 12, 2012 adopted the establishment of three capital reserve funds; School Curriculum Capital Reserve Fund, School Technology Capital Reserve Fund, and School Athletics Capital Reserve Fund; and
- WHEREAS: The City Council wishes to initiate funding of the three capital reserves from a source of one-time revenue, said revenue source being a portion of payments received from Dickinson Development Corporation for exercising their right to extend the Initial Closing Date on the waterfront development project;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

Pursuant to C6-6 of the City Charter, the FY13 Budget is amended to appropriate an amount necessary to transfer \$5,000.00 to the School Curriculum Capital Reserve Fund, \$5,000.00 to the School Technology Capital Reserve Fund, and \$5,000.00 to the School Athletics Capital Reserve Fund. The source of funding for these transfers is to be one-time revenue received from Dickinson Development Corporation for exercising their rights for an extension to the Initial Closing Deadline for the waterfront development project. The FY13 budget is amended as follows:

<u>Account</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
1000.1.550.49060.4918.00000	Transfers – School	\$0	\$15,000	\$15,000
1000.1.550.49060.3599.00000	Transfers – Misc Revenue	\$0	\$15,000	\$15,000

**REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6.**

### AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch*  
Daniel R. Lynch  
Finance Director *1/17/13*

Approved as to Legal Form: *Allan B. Krans, Sr.*  
Allan B. Krans, Sr.  
City General Counsel *1/17/13*

Recorded by: Karen Lavertu  
City Clerk *(Signature)*

Sponsored by: Councilor Karen Weston  
At Large

Councilor Edward Spuler  
Ward 1

Councilor Michael Weeden  
Ward 6



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.01.09 - 4**

Resolution Re: Fiscal Year 2013 Budget Amendment #1 – Appropriation  
for Transfer to Certain Capital Reserve Funds

### DOCUMENT HISTORY:

First Reading Date: 01/09/2013	Public Hearing Date: 01/23/2013
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor, Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.01.09 - 4**

Resolution Re: Fiscal Year 2013 Budget Amendment #1 – Appropriation  
for Transfer to Certain Capital Reserve Funds

### RESOLUTION BACKGROUND MATERIAL:

On December 12, 2012 the City Council adopted the establishment of three capital reserve funds; School Curriculum Capital Reserve Fund, School Technology Capital Reserve Fund, and School Athletics Capital Reserve Fund; and

The objective of this resolution is to start funding of the three capital reserves. The supplemental appropriation will be financed from a source of one-time revenue. This revenue source is the payments from Dickinson Development Corporation for exercising their right to extend the Initial Closing Date on the waterfront development.

In accordance with RSA 34:3 *Payments into Funds*, the adoption of this resolution shall require the General Fund to transfer \$5,000.00 into each of the capital reserves prior to the end of fiscal year 2013. In the event the one-time revenue is not received or available, the transfers shall still be made into the capital reserves in accordance with RSA 34:3.



CITY OF DOVER  
13 JAN -9 PM 3:57

# APPLICATION CITY OF DOVER, NEW HAMPSHIRE

RAFFLE\*.....TAG\*.....PARADE\*\*..... BLOCK PARTY\*\*..... ROAD TOLL\*\*\*.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Rochester Runners Club

Federal Tax ID number for Organization: 02-0453677

Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Chuck ZERBINOPoulos Day Time Telephone: 749-9005

Address: 12 Longmeadow Rd, DOVER Email Address hmmzerb@comcast.net

Purpose of Permit: REDS RACE for a better community

Date of Event: APRIL 21, 2013 Specific Time: 10:00 AM

Location of Event: START - CITY HALL FINISH - HENRY LAW AVE.

*(Raffle Permit only)*

Prize (s) To Be Awarded: \_\_\_\_\_

Amount of Donation: \_\_\_\_\_ Date of Drawing: \_\_\_\_\_ Specific Time: \_\_\_\_\_

Place of Drawing: \_\_\_\_\_

**\* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS:** Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited Information on these requirements may be found at [http://doj.nh.gov/publications/charitable\\_forms.html](http://doj.nh.gov/publications/charitable_forms.html).

**\*\* NOTE:** ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA

**\*\*\*NOTE:** SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.  
I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: Charles Zerbinopoulos Date: 1-9-2013

Licensing Board approval [Signature] Date: 1/11/13  
Revised 03/17/08

Traffic Bureau  
attachments  
(MES)  
day w/ Charles Turner



## DOVER POLICE DEPARTMENT

Dover, New Hampshire

Memorandum

**TO:** Chief Anthony F. Colarusso, Jr.  
**FROM:** Sgt. Marn Speidel, Traffic Bureau  
**RE: RED'S RACE APPLICATION**  
**DATE:** January 11, 2013

The course route for the Reds Race for a Better Community was not attached to the application, but it remains unchanged.

The race length for runners is 5 miles. **START** in front of Dover City Hall on Central Avenue, south to Court Street, left on Court Street to Middle Road, straight on Middle Road to Back Road, left on Back Road to Henry Law Avenue, right on Henry Law Avenue, north on Henry Law to **FINISH** at Henry Law Park.

The course length is shortened for walkers. Walkers will begin on the same route, and will turn from Court Street into Pine Hill Cemetery at some point after East Watson Street. Walkers will proceed on a designated route through the cemetery, come out on South Pine Street, to Central Avenue and then to Hanson Street, to Henry Law Avenue.

The police department will provide officers for traffic control at a cost to be reimbursed by the organizers. The organizers will be responsible to provide traffic control volunteers at other key locations.

The police department will post parking restrictions on Henry Law Avenue from Washington to George Streets to accommodate the finish line area.

Traffic implications include a brief (10-15 minute) closure of Central Avenue between Washington and Silver Streets, and motorists will have brief delays on other streets along the route. Henry Law Avenue between Washington and George Streets will be closed from 10 AM until 11:30 AM.

## Speidel, Marn

---

**From:** Speidel, Marn  
**Sent:** Friday, January 11, 2013 1:21 PM  
**To:** 'Hazel + Chuck Zerbinopoulos'  
**Subject:** Reds Race permit  
**Attachments:** Reds Road Race 2012.pdf

Good afternoon Chuck,

The permit application came through my office for routine review before the Chief signs and forwards it to the City Council for approval.

I want to make you aware that our police explorer post is no longer an active organization, and cannot be counted on to fill traffic positions for your event. We will still plan to use 3 police officers (1 is borrowed from patrol shift). I recommend that the other positions be filled by capable traffic control volunteers who should be provided, at a minimum, with a safety vest and instructions.

To help you prepare for this, I am sharing a copy of our police operations plan from last year's event. We (DPD) will still cover all assignments as detailed in the plan, except for those listed for the Explorers under "Post Assignments/Descriptions" beginning on page 3. At a minimum, you will need 5 people to cover these assignments – in addition to others that you may already cover along the route - to keep things running as smoothly as they have in the past. Whenever we've had more than 5 explorers, I have paired them up at certain locations (such as Back/Middle) or filled in at other less important intersections along the route (Henry Law/Browning, etc).

Feel free to contact me at any time if you have any questions or concerns.

Regards,  
Marn

Sgt. Marn E. Speidel  
Traffic Bureau  
Dover Police Department  
46 Locust Street  
Dover, NH 03820  
(603) 742-4646  
E-mail: [m.speidel@dover.nh.gov](mailto:m.speidel@dover.nh.gov)



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.01.23 – 5**  
Resolution Re: **B13028 Purchase of Used Bucket Truck**

WHEREAS: Sealed bid B13028 was requested and received for the purchase of one used bucket truck on December 27, 2012 at 2:00 pm; and

WHEREAS: Responses were received from three vendors offering various years, make and models. Proposals were reviewed and evaluated with the bid deemed most advantageous being submitted by CUES Inc of Amherst NH for a 2011 Ford F350 in the amount of \$55,559.00; and

WHEREAS: Due to low mileage and full warrantee, it is the recommendation to award purchase of 2011 Ford 350 from CUES Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to CUES Inc of Amherst NH given the rates provided in conjunction with B13028 on Dec 27, 2012. The amount of this authorization shall be limited so as not to exceed available funding.

### Financing

Account	Description	Appropriation	Balance
4013.1.300.43121.4743.03110.13	PW Heavy Equipment	200,000.00	200,000.00

### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director *1/17/13* Sponsored by: Mayor Dean Trefethen  
By request

Approved for Legal Compliance: Allan B. Krans, Sr., General Legal Counsel *1/17/13*

Recorded by: Karen Lavertu, City Clerk *[Signature]*



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.01.23 – 5**

Resolution Re: **B13028 Purchase of Used Bucket Truck**

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.01.23 – 5**  
 Resolution Re: **B13028 Purchase of Used Bucket Truck**

**RESOLUTION BACKGROUND MATERIAL:**

This city is looking for pricing and availability of a used bucket truck delivered to Dover NH. The unit shall be non-insulated Aerial device with a working height of 35’ and be ANSI 92.2 certified. Vehicle shall be a 2007 or newer with fewer than 90,000 miles and have a minimum GVW of 12,000 lbs with dual rear wheels.

**Award Information:**

A purchase order will be issued to CUES Inc in the amount of \$55,559.00.

**Purchasing Information:**

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	Yes
<b>Invitations Mailed:</b>	79	<b>Number of Responses:</b>	3
<b>Warranty:</b>	Manufactures	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	NA	<b>Contract:</b>	No
<b>Prices will hold for:</b>	One year	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	CUES Inc	<b>Fund:</b>	CIP
<b>Other Approvals Required:</b>	No	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	Yes	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

**Vendor Solicitation List and detailed bid results**

<https://online.ci.dover.nh.us/energie/financeRequests.php>

B13028 Used bucket truck	Nesco Sales	CUES	Sunrise Equip
Truck Year	2009	2011	2007
Make	Dodge	Ford	Ford
Model	4500	F350	F450
Warrantee of vehicle	manufacture	full 3 yr	mfg expired
# of miles on vehicle	1,255	2,500	70,140
Boom manufacture	Terex 2009	Terex	altec
Warrantee on boom		1 year	
vehicle Cost	69,720.00	55,559.00	47,750.00
Delivery cost	2,545.00	incl	Incl
<b>TOTAL COST</b>	<b>\$72,265.00</b>	<b>\$ 55,559.00</b>	<b>\$47,750.00</b>



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.3.**

Resolution Number: **R - 2013.01.23 - 6**  
Resolution Re: Purchase of Generator for South End Fire Station

WHEREAS: The National Joint Powers Alliance is a Municipal Government Service Cooperative that has established several procurement contracts through bid solicitations. One such contract is for generators of various makes and models; and

WHEREAS: The NJPA has awarded an agreement with Caterpillar Inc until October 2013. The pricing terms and conditions are extended to non-profits, counties, cities, towns, schools, colleges and universities but does not lock them into exclusive buying with CAT; and

WHEREAS: Southworth Milton Caterpillar is the authorized CAT distributor for such equipment for the New England region and currently maintains all city and school CAT generators. Based on the NJPA rates this vendor will provide and set up a CAT generator model G60LG at the South End Fire Station in the amount not to exceed \$26,987.95. In an effort to obtain standardization, reliability, best costs, best return policies and ongoing support after maintenance expiration, the city wishes to utilize this NJPA agreement with CAT.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:  
Per 3-29B, Optional Purchasing, of the Dover Purchasing Procedure, the purchasing agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices, other governmental agencies or cooperative buying groups.

The Purchasing Agent is hereby authorized to issue a Purchase Order to Southworth Milton Cat for a generator in the amount not to exceed \$26,987.95. The amount of this authorization shall be limited so as not to exceed available funding.

### Financing

Account	Description	Appropriation	Balance
4013.1.220.42220.4741.02269.13.	So End Generator replacement	\$52,000.00	\$52,000.00

### AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch*  
Daniel R. Lynch, Finance Director *1/17/13* Sponsored by: Mayor Dean Trefethen  
By request

Approved for Legal Compliance: *Allan B. Krans, Sr.*  
Allan B. Krans, Sr., General Legal Counsel *1/17/13*

Recorded by: *Karen Lavertu*  
Karen Lavertu, City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2013.01.23 – 6**

Resolution Re: Purchase of Generator for South End Fire Station

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2013.01.23 – 6**

Resolution Re: Purchase of Generator for South End Fire Station

### RESOLUTION BACKGROUND MATERIAL:

The FY13 CIP appropriated funds for the replacement of the obsolete generator located at the South End Fire Station in the amount of \$52,000.

The National Joint Powers Alliance is a Municipal Government Service Cooperative that has established several procurement contracts through bid solicitations. One such contract is for generators of various makes and models. The NJPA has awarded an agreement with Caterpillar Inc until October 2013. The pricing and terms and conditions are extended to non-profits, counties, cities, towns, schools, colleges and universities but does not lock them into exclusive buying with CAT.

Southworth Milton Caterpillar is the authorized distributor for such equipment for the New England region and currently maintains all city and school CAT generators. Based on the NJPA rates this vendor will provide and set up a CAT generator model G60LG at the South End Fire Station in the amount not to exceed \$26,987.95. In an effort to obtain standardization, reliability, best costs, best return policies and ongoing support after maintenance expiration, the city wishes to utilize this NJPA agreement with Caterpillar Company.

The city will utilize Martineau Electrical of Dover, who is currently under contract with the city through bid solicitation B11028 for the electrical needs of the installation.

Under Dover City Administrative Code Chapter III, Article III Purchasing Code, Optional Purchasing #3-29B, the Purchasing Agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices, other governmental agencies or cooperative buying groups.

### Purchasing Information:

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	No
<b>Invitations Mailed:</b>	None	<b>Number of Responses:</b>	0
<b>Warranty:</b>	Meets Specifications	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	na	<b>Contract:</b>	Yes
<b>Prices will hold for:</b>	Oct 2013	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	CAT Generators, Southworth Milton Cat	<b>Fund:</b>	CIP FY13
<b>Other Approvals Required:</b>	State NH	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	Yes	<b>Reason for Council Approval:</b>	Expenditure exceeds \$25,000 threshold.



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.4.**

Resolution Number: **R - 2013.01.23 - 7**  
Resolution Re: Purchase of Five 2013 Ford Police Interceptors

WHEREAS: Sealed request for bid 2011-18 was solicited by the State of NH in August 2012 for pricing of 2013 Ford Police Interceptor Sedans; and

WHEREAS: Low bid meeting specifications was submitted by and awarded to Irwin Motors of Laconia NH in the base amount of \$22,638. Various options were outlined in the bid request and the total price of optional items per vehicle is \$2,334.00 for a total price of \$24,972.00. The city will be purchasing (5) Five vehicles for a total of \$124,860.00; and

WHEREAS: 3.29 B Purchases made through the State of New Hampshire, other governmental agencies, or cooperative buying groups: The Purchasing Agent may, with approval by the City Manager, waive bidding procedures when purchasing can be accomplished through the State of New Hampshire or at State bid prices, other governmental agencies or cooperative buying groups.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The purchasing agent is hereby authorized to issue a purchase order to Irwin Motors Inc in the amount of \$124,860.00 and corresponding rates provided in State of NH Contract. The amount of this authorization shall be limited so as not to exceed available funding.

### Financing

Account	Description	Appropriation	Balance
4013.1.210.42120.4742.00000.13	Police light vehicle	126,000.00	126,000.00

### AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch* 1/17/13  
 Daniel R. Lynch  
 Finance Director

Sponsored by: Mayor Dean Trefethen  
 By request

Approved for Legal Compliance: *Allan B. Krans, Sr.* 1/17/13  
 Allan B. Krans, Sr.  
 General Legal Counsel

Recorded by: *Karen Lavertu*  
 Karen Lavertu  
 City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2013.01.23 - 7**

Resolution Re: Purchase of Five 2013 Ford Police Interceptors

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor, Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2013.01.23 - 7**

Resolution Re: Purchase of Five 2013 Ford Police Interceptors

### RESOLUTION BACKGROUND MATERIAL:

2013 Ford police Interceptor sedan P2M all wheel drive with major standard equipment

<b>Base Price</b>	<b>\$22,638.00</b>
Option 854 trunk up fit package	\$915.00
Option 21 D driver side spot lamp Incandescent	\$280.00
Option 141 two tone vinyl package	\$950.00
Option 64L full wheel covers	\$80.00
Option 18g rear door handles/locks inoperable	\$59.00
Option 67D rear window power delete operable from front	\$50.00
<b>Total per vehicle</b>	<b>\$24,972.00</b>

### Bid Information:

State of NH bid 2011-18.

### Purchasing Information:

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	Yes
<b>Invitations Mailed:</b>	NA	<b>Number of Responses:</b>	NA
<b>Warranty:</b>	Per manufacturer	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	No	<b>Contract:</b>	Yes
<b>Prices will hold for:</b>	Until received	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	Irwin Motors	<b>Fund:</b>	CIP
<b>Other Approvals Required:</b>	Approved by State NH	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	Yes	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

To: Dover City Council

From: Dorothea Hooper, Ward 4

Re: School Board Report

The Dover School Board met in regular session Jan. 14, 2013.

Brought up to the top of the agenda was a continuation of the Learning Celebration highlighting Math in Focus. Staff members Byrd and Lathchaw introduced 6<sup>th</sup> graders from Dover Middle School who explained the multiplying and dividing of whole numbers and fractions.

During Citizen's Forum Rick and Mary Hebert were not allowed to speak to an item not on the agenda. Chair D'Angelo explained that discussion had to relate to the agenda and the process by which a citizen could place a topic on the agenda.

The Board recessed for 10 minutes.

Consent Agenda: Passed without discussion.

Superintendent's Report: Superintendent Briggs-Badger announced school closings, teacher awards, a safety committee report, elementary school activities, PTA/PTO meetings, middle school workshops on writing, training of high school students in fabric design, college credits for CTC curriculum, and athletic awards.

Student Report: Noted student athletes and team wins. Robotics, Latin and math teams will be competing. Offered assistance for any community activity by the Key Club.

Committee Report: 1) Curriculum report by Ken Apell who noted that CTC programs have been hit by lack of funding from the state. He went on to discuss the English competencies. Other departments are supporting writing in all disciplines.

2) Adult Ed report by Doris Grady. One of the DALC staff won recognition in the area of counseling. Two DALC students from the program were included in a publication telling the stories of those in Adult Ed. Programs. A volunteer was

honored who works 2 days a week at DALC. A past student has written a memoir which has been published. He presented his 1<sup>st</sup> royalty check to the DALC Director.

Paid bills.

New Business: Results of the Board election. Officers remained the same. Rocky D'Andrea (Chair), Amanda Russell (Vice-Chair), and Betsy Andrews Parker (secretary).

A presentation was made by Donald Kennedy from the New England School Development Council concerning the history and projected enrollment figures for school enrollment in Dover. Looking 5 years out the elementary and middle school tally will go up while the high school will go down a bit due to fewer outside students coming into the school. The figures might go up a bit if the economy recovers more. There will continue to be growth in the Seacoast area and in Dover. Dover's growth is due to the academic programs offered. but the rest of the state's school enrollment is predicted to go down. Mr. Kennedy noted that 70% of the new students who enroll in our schools go to the elementary schools, 20% to the Middle School, and only 10% to the high school. Enrollment in non-public schools goes up when the economy is good.

The results of a community survey, given in the schools, was presented to the Board. The survey consisted of questions on risky behavior (wearing of seat belts, drinking, drugs, sexual activity, weapons in school, depression, suicide, and bullying). Permission was asked to approve another survey in 2013 that would allow for comparison nationally and with neighboring schools. These surveys cost the school district nothing and are financed through grants.

Ms. Boston, high school principal, brought next years Program of Studies for Board approval. This is now an electronic copy which makes it easier to amend and saves the district considerable monies for printing. The Program of Studies was approved.

A bid related to the CTC Center was approved.

Mr. Lamani gave his monthly fiscal report. He noted we are losing money in the area of tuition students.

There were no Matters of Interest discussed.

Meeting adjourned.



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.1.**

Resolution Number: **R – 2013.01.23 – 8**  
Resolution Re: **Support for Jenny Thompson Aquatic Center  
Public/Private Partnership Project**

WHEREAS: Dover is the hometown of the most decorated female swimmer in the history of the Olympics – Jenny Thompson; and

WHEREAS: A group of interested citizens has formed with plans to develop a new state-of-the-art aquatics center in Dover at no additional cost to the taxpayer; and

WHEREAS: The construction of a new aquatics center in the City of Dover will likely spur economic development in Dover

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The City Manager is authorized to sign a Letter of Intent expressing support for the construction of the Jenny Thompson Aquatic Center in the City of Dover located on City owned land.

## AUTHORIZATION

Approved as to Funding:

*Daniel R. Lynch*  
Daniel R. Lynch  
Finance Director 1/17/13

Sponsored by:

Karen Weston  
At-Large Councilor

Approved for Legal Compliance:

*Allan B. Krans, Sr.*  
Allan B. Krans, Sr.  
General Legal Counsel 1/17/13

Michael Crago  
Ward 3 Councilor

Recorded by:

*Karen Lavertan*  
Karen Lavertan  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2013.01.23 – 8**  
Resolution Re: **Support for Jenny Thompson Aquatic Center  
Public/Private Partnership Project**

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor, Robert Carrier, At Large		
Councilor Ed Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor, Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		

### RESOLUTION BACKGROUND MATERIAL:

A CITIZENS GROUP HAS FORMED TO EXPLORE THE CONSTRUCTION OF A NEW STATE OF THE ART AQUATICS CENTER IN THE CITY OF DOVER. THE GROUP AFFILIATED WITH THE SEACOAST SWIMMING ASSOCIATION HIRED A PRIVATE CONSULTANT TO PROVIDE ADVICE AND GUIDANCE. THE ESTIMATED COST OF THE FACILITY IS \$14 MILLION.

AN ANALYSIS OF THE OPERATION AND MAINTENANCE OF THE NEW AQUATICS CENTER DETAILS THE ESTIMATED OPERATION AND MAINTENANCE COSTS (NOT INCLUDING DEBT SERVICE) WILL BE APPROXIMATELY \$800,000 PER YEAR WITH AN ESTIMATED REVENUE OF \$1.4 MILLION PER YEAR.

THE PROPOSED LOCATIONS ARE MAGLARAS PARK OR THE CURRENT LOCATION OF THE OUTDOOR POOL ON PORTLAND AVENUE NEXT TO THE ICE ARENA.

THE BUSINESS MODEL OF THE FACILITY INVOLVES PROVIDING SWIMMING ACTIVITIES FOR A WIDE RANGE OF POTENTIAL USERS INCLUDING SENIOR CITIZENS, HIGH SCHOOL COMPETITION TEAMS, COMPETITIVE SWIMMING AND DIVING PROGRAMS, NEW SWIMMERS AND THE GENERAL PUBLIC.

THE NEW AQUATIC CENTER IS PROPOSED AS AN ECONOMIC DEVELOPMENT OPPORTUNITY FOR THE CITY OF DOVER AS HOST TO REGIONAL SWIMMING EVENTS AND COMPETITIONS.



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013-01-23 – 9**  
Resolution Re: **B13031 Tolend Road Reconstruction**

WHEREAS: Sealed bid B13031 was requested and received for the reconstruction of Tolend Rd on January 7, 2013 at 2:00 pm; and

WHEREAS: Responses were received from twelve vendors offering various rates. Proposals were reviewed and evaluated with the low bid and bid deemed most advantageous being submitted by American Excavating Corporation of Derry NH in the total amount of \$3,906,846.50; and

WHEREAS: The work area for the base bid consists of Tolend Road beginning at the Barrington town line and extending easterly to the intersection with Columbus Ave. As an ADD Alternate the work will continue from the intersection of Columbus Ave extending easterly to the intersection of Whittier Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a purchase order to American Excavating Corp of Derry NH given the rates provided in conjunction with B13031 received on Jan 7, 2013. The amount of this authorization shall be limited so as not to exceed available funding.

### Financing

Account	Description	Appropriation	Balance
4013.1.300.43121.4715.03142.13	Tolend Rd Reconstruction CIP	2,500,000.00	2,475,975.91
4014.1.300.43121.4715.03142.14	Tolend Rd Reconstruction CIP	2,500,000.00	2,500,000.00

### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch 1/17/13 Finance Director  
Sponsored by: Mayor Dean Trefethen  
By request

Approved for Legal Compliance: Allan B. Krans, Sr. 1/17/13 General Legal Counsel

Recorded by: Karen Lavertu (K) City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013-01-23 – 9**  
Resolution Re: **B13031 Tolend Road Reconstruction**

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013-01-23 – 9**  
 Resolution Re: **B13031 Tolend Road Reconstruction**

**RESOLUTION BACKGROUND MATERIAL:**

The object of this project is to accomplish road and drainage reconstruction along a portion of Tolend Road beginning at the Barrington town line and extending easterly to the intersection with Columbus Ave. The total project length included in the base bid is approximately 16,400 feet (3.11 miles) and 500 feet (.09 mile) along Watson Rd. As an ADD Alternate A, the city will continue the work from the intersection of Columbus Ave extending easterly approximately 3,287 feet (0.62 mile) to the intersection of Whittier St.

**Award Information:**

A purchase order will be issued to American Excavating Corp to in the amount of \$3,906,846.50

**Purchasing Information:**

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	Yes
<b>Invitations Mailed:</b>	208	<b>Number of Responses:</b>	12 & 1 missing bid bond
<b>Warranty:</b>	Manufactures	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	Yes	<b>Contract:</b>	Yes
<b>Prices will hold for:</b>	Until completion	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	American Excavating Corp of Derry NH	<b>Fund:</b>	CIP
<b>Other Approvals Required:</b>	No	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	No	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

**Vendor Solicitation List and detailed bid results**

<https://online.ci.dover.nh.us/energie/financeRequests.php>

Vendor	Base Bid	ALT A	Total Base/Alt A
American Excavating	3,105,079.50	801,767.00	3,906,846.50
NE Earth Mechanics	3,769,214.20	969,178.50	4,738,392.70
Brown Industrial	3,522,287.70	941,576.25	4,463,863.95
Sargent Corp	3,755,233.00	987,998.50	4,743,231.50
Busby Corp	3,545,845.00	863,100.00	4,408,945.00
SUR Construction	3,542,900.00	898,000.00	4,440,900.00
Pike Industries	3,650,121.25	992,959.70	4,643,080.95
DeFelice Corp	5,450,934.75	1,398,686.00	6,849,620.75
FL Merrill Construction	4,249,926.70	1,042,038.75	5,291,965.45
Weaver Bros	3,711,954.60	901,534.58	4,613,489.18
AJ Coleman	3,924,622.25	973,018.50	4,897,640.75
Severino Construction	3,737,488.50	910,116.55	4,647,605.05



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.3.**

Resolution Number: **R – 2013.01.23 – 10**  
Resolution Re: **Sani-Sport New England Lease**

WHEREAS: The City of Dover and Sani-Sport New England, LLC have entered into a Lease for part of the Dover Ice Arena building located on Portland Avenue, Dover, and;

WHEREAS: The City of Dover agrees to allow Sani-Sport New England, LLC to lease the premises for one (1) year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The City Manager is authorized to sign a Lease, said lease to be consistent with the language contained in the Background of this resolution.

## AUTHORIZATION

Approved as to Funding:

*Daniel R. Lynch*  
Daniel R. Lynch  
Finance Director 1/17/13

Sponsored by:

Mayor Trefethen  
By request

Approved for Legal Compliance:

*Allan B. Krans, Sr.*  
Allan B. Krans, Sr.  
General Legal Counsel 1/17/13

Recorded by:

*Karen Lavertu*  
Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2013.01.23 – 10**  
Resolution Re: **Sani-Sport New England Lease**

### DOCUMENT HISTORY:

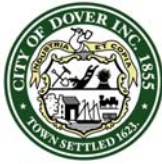
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor, Robert Carrier, At Large		
Councilor Ed Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor, Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		

### RESOLUTION BACKGROUND MATERIAL:

See attached Lease



CITY OF DOVER

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DOVER, NH 03820  
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603.516.6000

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into by and between:

**LESSOR:** CITY OF DOVER, NEW HAMPSHIRE, a New Hampshire municipality ("Lessor");

and

**LESSEE:** SANI-SPORT NEW ENGLAND, LLC, a New Hampshire limited liability company with a mailing address of P. O. Box 1166, Dover, New Hampshire 03820 ("Lessee").

**IN CONSIDERATION** of the payment of rent and other charges and the covenants and conditions set forth in the following Lease, Lessor and Lessee hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

1.1 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises in Dover, New Hampshire:

Space consisting of approximately four hundred and four (404) square feet (the "Leased Premises"), as evidenced on attached Exhibit "A", which is part of the Dover Ice Arena building located on Portland Avenue, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located.

1.2 The Leased Premises are leased subject to all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof.

### **ARTICLE 2 - TERM OF LEASE**

2.1 The term of this Lease ("Term") is one (1) year, commencing \_\_\_\_\_, 2013 and expiring at midnight on \_\_\_\_\_, 2014.

2.2 Lessee shall have the option to renew this Lease for an additional one (1) year term on the same terms and conditions set forth in this Lease, except for any modifications to rent to which the parties shall agree. At least ninety (90) days but no earlier than one hundred twenty (120) days prior to the expiration of the initial term of this Lease or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to



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exercise its option to extend the term of the Lease for an additional period and seek to continue its Lease upon such terms and conditions as the parties may then agree.

2.3 The Term and Lessee's obligation to pay Rent shall begin on \_\_\_\_\_ ("the Commencement Date").

### **ARTICLE 3 - RENT**

Lessee shall, throughout the Term of this Lease, pay to Lessor rent for the Leased Premises in the amount of **Four Hundred (\$400.00) Dollars per month**. Rent shall be paid in advance on the first day of each month, and at such place as the Lessor designates in writing. **If rent is past due for more than thirty (30) days, an additional interest charge of 1 ½% per month shall be charged on the unpaid balance. All payments received shall first be applied to any accrued interest charges. The application of this interest charge shall not interfere with the Lessor's rights under the default provisions hereof.**

### **ARTICLE 4 - USE OF PREMISES**

4.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **operating a sporting equipment cleaning service** and for no other purpose without the Lessor's prior written consent.

4.2 Lessee shall not abandon or leave the Leased Premises vacant, and shall not permit the use or occupancy of the Leased Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Not display merchandise outside the Leased Premises nor in any way obstruct the adjacent sidewalks; and store all trash and refuse in appropriate containers within the Leased Premises.

(b) Load or unload all merchandise, supplies, fixtures, equipment and furniture only through designated service areas which do not interfere with the operations of use of the building.

(c) Not take any action which would create any interference with the business of Lessor or any tenant or occupant in the building or with the rights and privileges of any other persons lawfully in and upon the building.

(d) Obey and observe (and compel its officers, employees, contractors, licensees, invitees, subtenants and all other doing business with it to obey and observe) all reasonable rules



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and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the building.

(e) Not use the plumbing facilities for any purpose injurious to same or dispose of any garbage or any other foreign substance therein, nor place a load on any floor in the Leased Premises exceeding the floor load per square foot which such floor was designed to carry, nor install, operate and/or maintain in the Leased Premises any heavy equipment except in a location approved by Lessor, nor install, operate and/or maintain in the Leased Premises any electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by the Lessor.

(f) Keep the Leased Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents and pests.

(g) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

## **ARTICLE 5 - INSTALLATIONS AND ALTERATIONS**

5.1 Lessee shall, at Lessee's sole cost and expense, at all times during the Term, keep the Leased Premises equipped with all trade fixtures, equipment, furnishings, furniture, fixtures, floor coverings, carpeting and exterior signs and all other equipment and personal property necessary for the first class operation of the Lessee's business in the Leased Premises. All fixtures installed by Lessee shall be new or in good condition.

5.2 Lessee shall be authorized to make alterations, improvements and/or additions to the Leased Premises as set forth on Exhibit "B". Lessee shall not make, or permit to be made, any other alterations, improvements, and/or additions of any kind or nature to the Leased Premises or any part thereof except with the prior written consent of Lessor and following submission of plans and specifications therefore. All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the Leased Premises and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the Term or the earlier termination of this Lease; provided however, if before the termination of this Lease, or within 15 days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Leased Premises by Lessee and which are designated in the notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may effect the removals and repairs at Lessee's expense.



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## **ARTICLE 6 - INSURANCE AND INDEMNITY**

6.1 Lessee, at his option, shall maintain and keep in full force fire and extended coverage insurance on its personal property in the Leased Premises.

6.2 Lessee shall provide and keep in force during the term hereof, in the name of Lessor and Lessee, as their respective interests may appear, general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Leased Premises, in an amount not less than \$1,000,000 in respect to injuries to any one person, not less than \$1,000,000 in respect to any one incident, and not less than \$300,000 in respect to property damage. All insurance required to be maintained by Lessee shall name Lessor and any other entity designated by Lessor as additional insureds and shall be with an insurance company satisfactory to Lessor.

## **ARTICLE 7 - COMMON AREAS**

7.1 Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Areas of the building. As used in this Lease, "Common Areas" means all areas, facilities and improvements provided from time to time for the general, common or joint use on a non-exclusive basis by the Lessor and the tenants of the building, their respective agents, employees, invitees, and customers, including without limitation, all parking spaces and areas, sidewalks, driveways, curbing, retaining walls, access roads, ramps, loading docks, delivery areas, signs, landscaped and vacant exterior areas and lighting facilities, including all utilities serving the same, whether located within or outside of the building property, except as may be otherwise designated by Lessor for the exclusive use of any tenant. The Common Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of parking areas and other Common Areas; (b) enter into, modify, and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; (c) close any or all portions of the Common Areas to such extent and for such time as may, at the sole discretion of Lessor's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) close temporarily, if necessary, any part of the Common Areas in order to discourage non-customer parking; and (e) make changes, additions, deletions, alterations or improvements in and to such Common Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above.

7.2 Lessor shall maintain the Common Areas in good repair and reasonably clear of debris.



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603.516.6000

7.3 Lessee shall cause its employees to park only in the outer areas of the parking lot or such places as designated by Lessor for employee parking.

## **ARTICLE 8 - MECHANIC LIENS OR CLAIMS**

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within 10 days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

## **ARTICLE 9 - DESTRUCTION AND RESTORATION**

9.1 If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within 60 days after the occurrence of such casualty, may terminate this Lease upon written notice to the Lessee.

9.2 If the Leased Premises or the building of which the Leased Premises constitute a part is damaged or destroyed by fire or other casualty, and if Lessor or Lessee does not elect to terminate this Lease as provided in Paragraph 9.1 above, then Lessor shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Lessor's obligation to repair or restore shall be limited to restoring the structural portions of the Leased Premises and shall not include repairs or the restoration of any of the Lessee's fixtures, improvements or other alterations made by Lessee in or upon the Leased Premises.

9.3 If this Lease is terminated in the manner set forth above, the Rent, including additional rent, shall be apportioned to the time of the casualty. If this Lease is not terminated and Lessor elects to restore or repair the Leased Premises, then the Rent payable by Lessee as provided in Paragraph 9.2 above shall be equitably abated based on the square footage in the Leased Premises which are usable, until such time as the damage to the Leased Premises has been repaired.

## **ARTICLE 10 - PROPERTY IN LEASED PREMISES**

All leasehold improvements (other than Lessee's trade fixtures), such as signs, light fixtures and heating and air conditioning equipment, shall when installed attach to the Leased Premises and become and remain the property of Lessor. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all



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trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

#### **ARTICLE 11 - ACCESS TO LEASED PREMISES**

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

#### **ARTICLE 12 - SURRENDER OF LEASED PREMISES**

12.1 Lessee shall deliver and surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as Leased Premises are at the commencement of the Term of this Lease, ordinary wear and tear excepted.

12.2 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed at the expiration or termination of this Lease. Lessee shall repair all damage to the Leased Premises caused by the removal and restore the Leased Premises to the condition in which it existed immediately before the installation of the articles so removed. Any property not removed at the expiration of the Term hereof shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

#### **ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES**

Lessee shall contract for, in its own name, and shall pay before delinquency, utility services rendered or furnished to the Leased Premises, only including telephone and electricity. In no event shall Lessor be liable for the quality, failure or interruption of any utility services to the Leased Premises. Lessee does hereby indemnify and hold the Lessor harmless from and against any and all claims, costs, and expenses incurred or paid by Lessor as a result of Lessee's failure to pay when due all utilities serving the Leased Premises.

Lessee shall pay all properly assessed real and personal property taxes pursuant to RSA 72:23, I(b). Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.



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#### **ARTICLE 14 - ASSIGNMENT**

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. Any response to Lessee's request for consent shall not be unreasonably withheld or unduly delayed. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent. Any dissolution, merger, consolidation, or other reorganization of Lessee, or his assigns, or the sale or other transfer of a controlling interest of Lessee or his assigns, or the sale of 51% or more, of the value of the assets of the Lessee or his assigns, shall be deemed an assignment. Should any change of ownership, whether by sale, assignment, bequest, inheritance, operation of law or otherwise take place without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon 30 days' notice to Lessee.

#### **ARTICLE 15 - DEFAULT BY LESSEE**

15.1 Upon the happening of any one or more of the events as expressed below in (a) through (h) inclusive, the Lessor shall have any and all rights and remedies set forth in this Article 15:

(a) If Lessee fails to pay any one or more monthly installments of rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within 5 days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than 3 times in any 18 month period;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within 30 days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within 30 days from the appointment;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;



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(f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;

(g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within 5 days from the levy;

(h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within 10 days after written notice is given by Lessor to Lessee.

15.2 In the event of any default or breach by the Lessee as specified in Article 15.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on 30 days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Premises, or any part thereof, with or without legal process, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

15.3 The Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

15.4 Any and all rights, remedies and options given in this Lease to Lessor shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

15.5 The waiver of Lessor or any breach of any term, condition or covenant of this Lease in one instance shall not be deemed to be a waiver of such term, condition or covenant for the duration of this Lease. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval in a single instance shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.



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## **ARTICLE 16 - HOLDING OVER**

If Lessee remains in possession of the Leased Premises after the expiration of the Term and without the execution of a new Lease, Lessee, at the option of Lessor, shall be deemed to be occupying the leased premises as a tenant at sufferance until such time as a court of competent jurisdiction awards Lessor possession of the Leased Premises, at a monthly rental equal to one (1) times the amount of rent payable during the last month of the Lease Term. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

## **ARTICLE 17 - SIGNS**

Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

## **ARTICLE 18 - ENVIRONMENTAL COMPLIANCE**

18.1 Lessee and its agents and employees shall use the Leased Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

18.2 Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;

(b) No activity shall be undertaken on the Leased Premises which would cause:

(1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended



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("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.

(d) Lessee, and his agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.

(e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.

## **ARTICLE 19 - NOTICES**

Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery if the communication is to Lessee, or to such other address as either party has designated by notice to the other:



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If to Lessor: City of Dover  
City Manager's Office  
788 Central Avenue  
Dover, NH 03820

If to Lessee: Sani-Sport New England, LLC  
P. O. Box 1166  
Dover, NH 03820

All notices shall be deemed to have been given upon deposit in the United States Mail, postage prepaid and properly addressed as provided above or upon delivery to Lessee at the Leased Premises.

#### **ARTICLE 20 - MISCELLANEOUS**

20.1 Except as otherwise expressly provided in this Lease, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessor and permitted assigns of Lessee.

20.2 This Lease contains the entire agreement between the parties. No agent, representative, or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, modifying, adding or changing the terms and conditions of this Lease. No modification of this Lease shall be binding unless the modification is in writing and signed by the parties. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is returned to Lessee duly executed by Lessor.

20.3 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and word in the singular number shall be held to include the plural, and vice-versa.

20.4 The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.



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**INTENDING TO BE LEGALLY BOUND**, the duly authorized representative for the City of Dover, New Hampshire and Steven Haight, Member of Sani Sport New England, LLC have executed duplicate originals of this Lease Agreement on \_\_\_\_\_, 2013.

CITY OF DOVER, NEW HAMPSHIRE

\_\_\_\_\_  
Witness

By  
\_\_\_\_\_, Duly Authorized

SANI-SPORT NEW ENGLAND, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Duly Authorized, Its Member



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**EXHIBIT A**

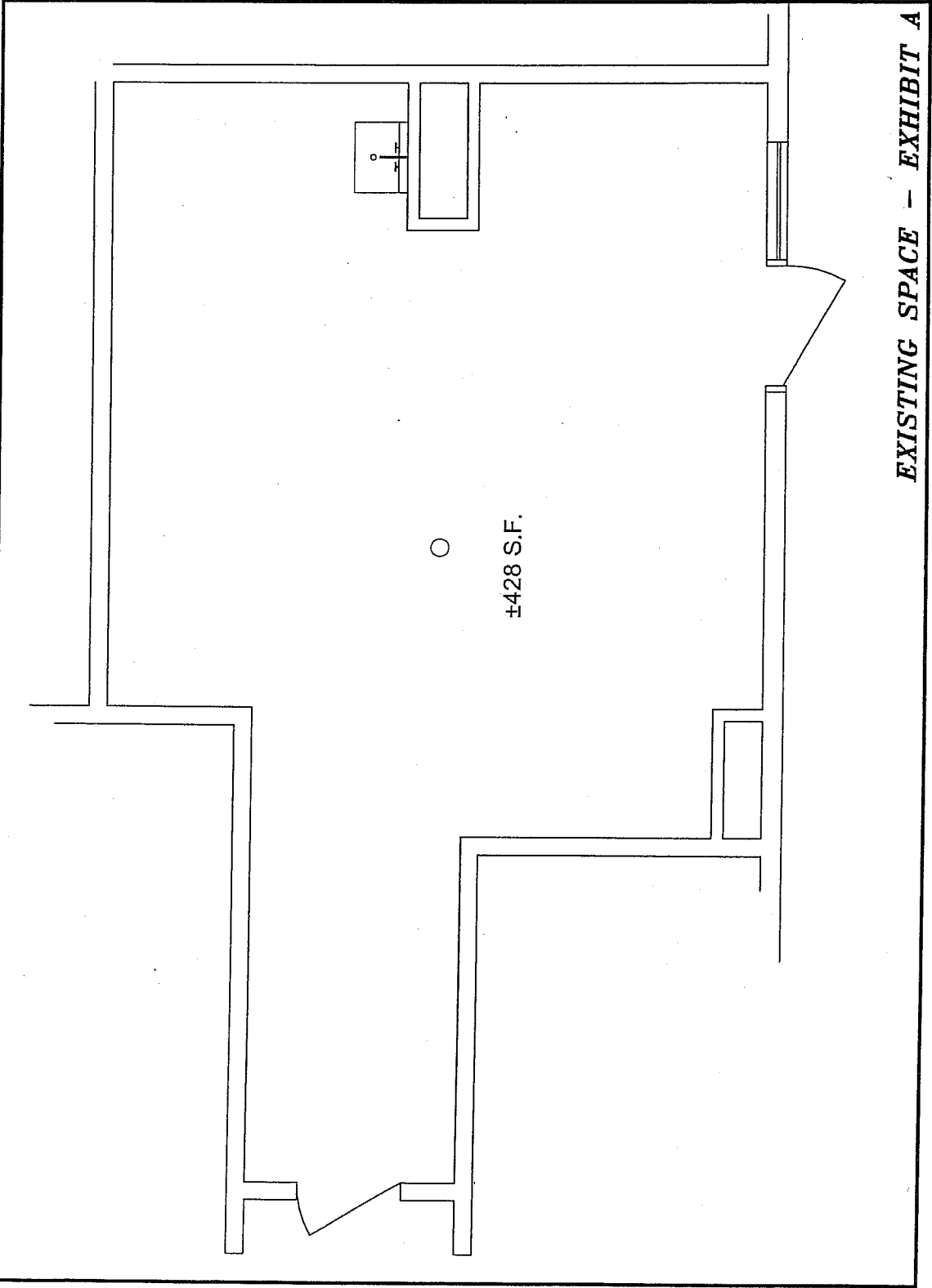


CITY OF DOVER

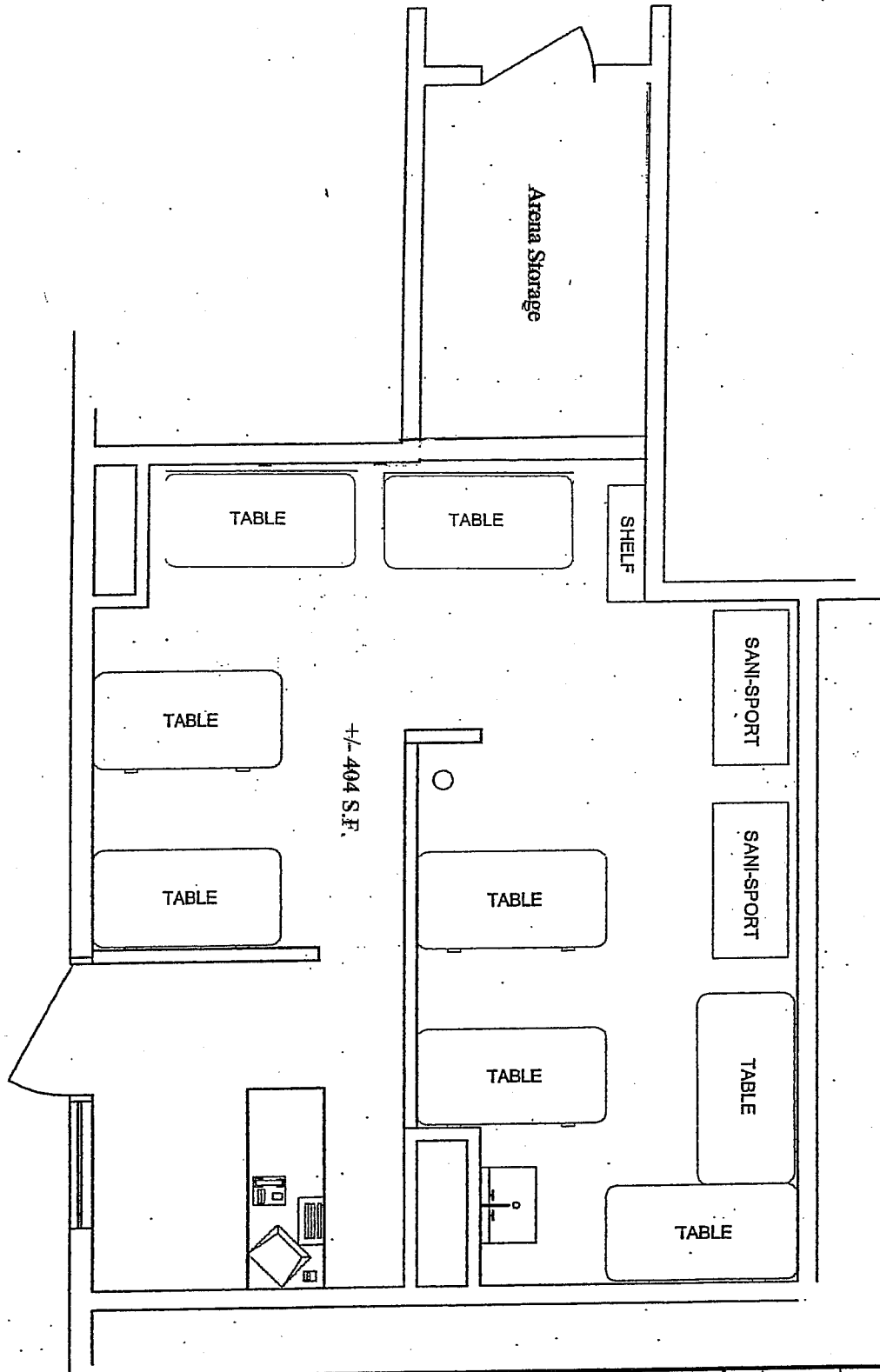
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**EXHIBIT B**

REVISIONS			<b>SEACOST SANTI-SPORT DOVER ICE ARENA DOVER, NH 03820</b>		<b>1 OF 1</b>
No.	Appd	Date			
				DESIGNED BY: SRD DRAWN BY: SRD APPROVED BY: SRD	DATE: 1-10-2013 SCALE: AS SHOWN FILE NO: 001



**PROPOSED FIT-UP - EXHIBIT B**



DATE: 1-10-2013  
 SCALE: AS SHOWN  
 FILE NO: 001

DESIGNED BY: SRD  
 DRAWN BY: SRD  
 APPROVED BY: SRD

**SEACOAST SANI-SPORT  
 DOVER ICE ARENA  
 DOVER, NH 03820**

1 OF 1



**BLIGHT ENGINEERING, PLLC**  
 CIVIL ENGINEERS  
 P.O. BOX 1190, 181 KATRON ROAD  
 DOWRY, NEW HAMPSHIRE  
 03824-1190. TEL 603.766.7740

No.	Appd	Date
REVISIONS		



**CITY OF DOVER**

# CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.4.**

Resolution Number: **R – 2013.01.09 – 11**

Resolution Re: Acceptance of Boxwood Lane as a Public Way

WHEREAS: Boxwood Lane is ready for acceptance as a City street; and

WHEREAS: The Engineering Division has reviewed this street and determined that it meets City standards and specifications for street acceptance and has received a maintenance guarantee; and

WHEREAS: Boxwood Lane meets all other criteria for acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

Boxwood Lane is accepted as a City Street according to the metes and bounds description.

### AUTHORIZATION

Approved as to Funding:

*Daniel R. Lynch*  
Daniel R. Lynch  
Finance Director 1/17/13

Sponsored by:

Mayor Dean Trefethen  
By Request

Approved for Legal Compliance:

*Allan B. Kraus Sr.*  
Allan B. Kraus Sr.  
General Legal Counsel 1/17/13

Recorded by:

*Karen Lavertu*  
Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2013.01.09 – 11**

Resolution Re: Acceptance of Boxwood Lane as a Public Way

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Dean Trefethen		
Deputy Mayor Robert Carrier, at Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		

### RESOLUTION BACKGROUND MATERIAL:

A street is created as an official public way in one of 4 ways as follows:

- Highway layout
- Prescription
- Dedication and acceptance
- Deed

Creation of this street as an official highway by dedication and acceptance will be accomplished with this resolution. The vast majority of highways in the modern age are created by dedication and acceptance.

The process is a two-step process. The most common act of dedication is the filing and recording of an approved subdivision plan. The second and final step is a formal vote of acceptance by the City Council.

The City of Dover maintains and provides services for city streets. Only streets meeting city specification are accepted.