



CITY OF DOVER

CITY COUNCIL - AGENDA

REVISED

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 25, 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. AMENDMENT OF FISCAL YEAR 2014 FEE SCHEDULE RELATED TO CEMETERY MARKER FEES (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
SPONSORED BY MAYOR TREFETHEN BY REQUEST

B. MODIFICATION OF THE ACTION PLAN AND EXPENDITURES FOR FISCAL YEAR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS
SPONSORED BY MAYOR TREFETHEN BY REQUEST

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. September 11, 2013 – Non-Public Session

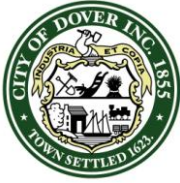
B. September 11, 2013 – Regular Session

11. MAYOR'S REPORT

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING – None

B. ORDINANCES IN THE 3rd READING – None



CITY OF DOVER

CITY COUNCIL - AGENDA

REVISED

Meeting Type: Regular Meeting
Meeting Location: Council Chambers, City Hall
Meeting Date: Wednesday, September 25, 2013
Meeting Time: 7:00 pm

C. RESOLUTIONS

C. AMENDMENT OF FISCAL YEAR 2014 FEE SCHEDULE RELATED TO CEMETERY MARKER FEES (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
SPONSORED BY MAYOR TREFETHEN BY REQUEST

D. MODIFICATION OF THE ACTION PLAN AND EXPENDITURES FOR FISCAL YEAR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS
SPONSORED BY MAYOR TREFETHEN BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

1. RAFFLE – Coheco Arts & Technology Academy
2. ROAD RACE – Dover High School Unified Activities
3. ROAD RACE – Horne Street School Parent Teacher Group
4. ROAD RACE – Moms on the Run
5. WALK – Wentworth-Douglass Hospital & Health Foundation

6. RESOLUTION: AWARD OF ADDITIONAL SCOPE OF ENGINEERING SERVICES 2013 INFILTRATION AND INFLOW REDUCTION
SPONSORED BY MAYOR TREFETHEN BY REQUEST

7. APPROVAL OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY LEASE, McCONNELL CENTER ROOMS 238 AND 240
SPONSORED BY MAYOR TREFETHEN BY REQUEST

8. APPROVAL OF MOUNT PROSPECT ACADEMY – D/B/A BECKET FAMILY OF SERVICES LEASE, ROOM 317
SPONSORED BY MAYOR TREFETHEN BY REQUEST

9. APPROVAL OF NORTHEASTERN BALLET THEATER LEASE, ROOM 239
SPONSORED BY MAYOR TREFETHEN BY REQUEST

10. RESOLUTION: B13074 – FINANCIAL ADVISORY SERVICES
SPONSORED BY MAYOR TREFETHEN BY REQUEST



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Meeting Type: **Regular Meeting**
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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. Legislative Liaison
10. Pool Advisory Committee
11. Parking Commission
12. Ordinance Codification and Verification Committee

B. RESOLUTIONS

1. **AUTHORIZATION FOR SALE OF OAK STREET ARMORY PROPERTY**
SPONSORED BY MAYOR TREFETHEN BY REQUEST
2. **ESTABLISHMENT OF FY2014 EXPECTATIONS BY MAYOR AND CITY COUNCIL FOR CITY MANAGER**
SPONSORED BY MAYOR TREFETHEN
3. **AUTHORIZATION TO ESTABLISH 457 PLAN FOR THE POSITION OF CITY MANAGER**
SPONSORED BY MAYOR TREFETHEN BY REQUEST

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE –

- A. **Friendship Force Letter from Mayor of Gifu City, Japan, dated September 3, 2013**
- B. **Comcast Letter, dated September 16, 2013**

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT

CITY MANAGER'S REPORT



September 25, 2013

SUBMITTED BY:

J. MICHAEL JOYAL, JR.
CITY MANAGER

**CITY OF
DOVER, NH**

AVAILABLE ONLINE:

WWW.DOVER.NH.GOV

Dover Business & Industrial Development Authority

Economic Development Overview

Dan Barufaldi

Summary:

Economic activity in the region continues to expand at a moderate rate, according to business contacts. Retailers, tourism contacts, manufacturers and consulting and advertising contacts, all report modest increases in sales. Commercial real estate conditions are improving or holding steady, depending on location. Residential real estate contacts report increases in both house prices and sales, but sales began to decline at month's end as interest rates bumped up about 1% over previous rates. Overall prices are rising at a modest pace, generally in line with cost increases. Most businesses are holding employment steady, with substantial staffing changes only at firms experiencing significant increases or decreases in sales. Contacts generally expect the recent trend of moderate growth to continue. The current unemployment rate in Dover is 4.1%.

Retail and Tourism:

Retailers contacted for this round report year-over-year comp-store sales increases ranging between 1 and 5 percent. Trends are improving as back to school sales kick in. Demand is strong for all apparel categories, furniture, sporting goods, and mobile technology. Consumer sentiment continues to pick up, albeit very slowly, and prices at the wholesale and retail levels remain steady. All the contacts expect continued slow growth of the U.S. economy.

Through June, hotel revenues are up by high single digits year-over-year. Restaurant revenues are up 3%, slightly better than expected, but one longtime Dover eatery is experiencing a double digit year-over-year decline and is moving to adapt its business model to reverse the decline. Restaurants doing better, attribute the increase to strong corporate business travel and entertainment. There is some softness in domestic leisure travel as attendance at the NH Children's Museum and Woodward Institute Museum and other destinations has flattened. Some of this decrease may be due to the record breaking rainfall in Dover in August. It is expected from early August activity that New England leisure travel will increase during the remainder of the summer.

Manufacturing and Related Services:

Most of the local manufacturers contacted report modest increases in sales. One is enjoying a strong market acceptance of a new product line with burgeoning sales. Europe remains a source of weakness and China continues to inject volatility for manufacturing exports. Exports to Canada are expanding. The insecurity surrounding government policies affecting interest rates and currency parity issues around a weakening U.S. dollar continue to cloud the export outlook and add insecurity regarding the real cost of capital goods and equipment. While several manufacturers say they expect modest growth, not many have raised their sales forecasts yet. Local gun parts manufacturers report a spike in sales. No major staff reductions in Dover have occurred or are expected. None of the manufacturers have pulled back on planned investments at this time. Pricing remains stable with the ability to pass costs through without major sales effect.

Selected Business Services:

Local consulting and advertising contacts report a generally positive, but not exuberant second quarter with the same expected for the third quarter. Economic consulting has experienced a very strong demand due to the growth of high stakes litigation. Healthcare and pharmaceuticals consulting contacts gave mixed reports, some with significant declines in the

health care fields being experienced. Several contacts report robust demand for services related to process efficiency, effectiveness analytics, and marketing support. Another contact reports a slowdown in IT adoption. Strategy consultants had mixed results with large firms doing better than small ones, largely due to the greater exposure to the booming private equity industry. Marketing and advertising contacts report a slight uptick on top of a strong second quarter. A local government contractor reports flat revenue.

No cost growth, or cost growth in line with the 2% inflation is reported. Health and some business insurances are the exception. Half of the businesses report no net hiring with others increasing their workforce by 3%, largely through larger classes of entry-level workers this summer. Firms not hiring were split between those waiting for stronger sustained demand and those that hired rapidly in the recent past and are working the new arrivals into the system. Contacts in the services areas expect growth to pick up or at least continue to grow slowly. The services sector seems less concerned about Europe, China, and the macroeconomic issues worrying manufacturers.

Commercial Real Estate:

Commercial real estate leasing and sales activity held roughly steady or improved slightly in recent weeks. There has been virtually no industrial construction and a flat industrial market. Regional reports in this sector contain some good news as Boston area commercial space absorption has taken off. Locally, we are still absorbing a large available leased commercial property inventory and are moving to the point rapidly that new build space will be needed. Three regional firms are negotiating to buy buildings locally. Office space remains available at moderate prices, but investment sales activity is beginning to rise. Small scale commercial real estate loan demand remains well below last year's pace. Construction materials costs are rising, putting pressure on profit margins at small firms in particular. It is expected that improvement in fundamentals here will be slow, particularly for office space. The fiscal threat to the defense industry locally remains real as a potential drag on commercial real estate locally. It is hoped that with the nuclear sub build and repair industry being labeled "critical" by the Navy, and the prospect for KC46 tankers being deployed at Pease in 2016, the local defense industry picture appears healthy and stable despite the recent Navy decision not to repair the fire-damaged USS Miami. Multi-family sales demand remains strong with 75 downtown mill apartments filled just as soon as they became available. The spike in June treasury rates spooked some local commercial/residential real estate investors and this uncertainty will continue to dog real estate investors in the foreseeable future

Residential Real Estate:

Throughout most of the region, the median sales price of single-family homes and condos rose year-over-year in Q2 2013. Demand for homes, once strong due to low interest rates and relatively low prices, appears to be beginning to erode confidence among buyers. Shrinking inventories continue to slow sales and place upward pressure on prices. Contacts anticipate that single-family home and condo prices will continue to rise over the next several months, with inventory levels and interest rates significant factors determining the degree to which sales can grow. Overall there is a feeling of optimism about the trajectory of the housing market and a belief that the market will continue to recover as general economic conditions improve and as rising interest rates spur buyers to "pull the trigger" to keep their monthly mortgage payments doable.

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

Office of General Legal Counsel Summary of Matters

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: August

| | Current Month | FY2014 | FY2013 | FY2012 |
|----------------------------------|---------------|--------|--------|--------|
| Legal Matters/Questions Handled | 14 | 23 | 302 | 360 |
| Document Creation & Review | 9 | 18 | 145 | 126 |
| Right to Know Requests Processed | 7 | 10 | 43 | 61 |
| Resolutions | 1 | 5 | 31 | 23 |
| Ordinances | 0 | 1 | 14 | 12 |

SIGNIFICANT DEVELOPMENTS, TRENDS AND MATTERS:

Right to Know requests pursuant to RSA 91-A for the month:

- Alton, NH (2) – email disclosures
- Manchester, NH – electricity/natural gas contracts
- Rochester, NH – BioSolids Recycling Services Extension
- Manchester, NH – traffic light cycles
- South Portland, ME – intersection lights
- Manchester, NH – City Budgets regarding food

- Assistance to the City Council: drafting/review of resolutions and ordinances
- Assistance to Planning: First Rate Conveyance; easement
- Assistance to Finance Department: foreclosure/liens
- Assistance to Executive: outside legal fees; sale of bridge; wireless inquiry; body guard inquiry
- Assistance to the City Manager: review of documents for signature; 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: Public Meeting to Enter Non-Public Session
Meeting Location: Room 305, McConnell Center
Meeting Date: **Wednesday, September 11, 2013**
Meeting Time: **6:30 pm**

The City Council will meet in a Public Meeting to enter a Non-public Session to discuss the following topic:

1. Consideration of the acquisition, sale, or lease of real property.

NOTE: The non-public meeting is not open to the public per RSA 91-A:3 II(d).

Present: Deputy Mayor Carrier, Councilor Cheney, Councilor Crago, Councilor Garrison, Councilor Hooper, and Councilor Weston. Councilor Weeden arrived at 6:40 pm.

Absent: Mayor Trefethen and Councilor Spuler.

Also Present: City Manager Joyal, Planning Director Parker, Economic Development Director Barufaldi, General Legal Counselor Blenkinsop, and City Clerk Lavertu.

Councilor Garrison moved to enter into non-public session to discuss the consideration of the acquisition, sale, or lease of real property per RSA 91-A:3 II(d); seconded by Councilor Crago.
Vote: 6/0.

The Council discussed the sale of the First Street Parking Lot.

The Council discussed the sale of the Armory Building.

Councilor Weston moved not to seal the non-public session minutes; seconded by Councilor Weeden.

Vote: 7/0.

Councilor Weston moved to enter public session; seconded by Councilor Crago.

Vote: 7/0.

Meeting adjourned.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Media Access Center, McConnell Center**
Meeting Date: **Wednesday, September 11, 2013**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Garrison led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Deputy Mayor Carrier, Councilor Cheney, Councilor Crago, Councilor Garrison, Councilor Hooper, Councilor Weeden, and Councilor Weston. Councilor Spuler arrived at 7:11 pm.

Absent: Mayor Trefethen.

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

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Hooper moved to add two School Board Reports; seconded by Councilor Weeden.

Vote: 7/0.

Councilor Cheney moved to add the Ordinance Codification and Verification Report; seconded by Councilor Weeden.

Vote: 7/0.

Deputy Mayor Carrier moved to pull Item 13.B.2.

Councilor Cheney moved to approve the agenda as amended; seconded by Councilor Garrison.

Vote: 7/0.

7. PUBLIC HEARINGS

A. CHAPTER 170: ZONING, SECTION 28.2: RESIDENTIAL-COMMERCIAL MIXED USE (RCM) OVERLAY DISTRICT E) PROCEDURAL CONCEPTS SPONSORED BY MAYOR TREFETHEN, PLANNING BOARD REPRESENTATIVE

Planning Director Parker gave an overview of the Ordinance Change to the Council.

Charles Kageleiry, 100 Dover Neck Road: He spoke in favor of the proposed Ordinance change.

Deputy Mayor Carrier, seeing no one else wishing to speak, closed the Public Hearing.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Media Access Center, McConnell Center**
Meeting Date: **Wednesday, September 11, 2013**
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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.

David Martin, 10 Linda Avenue: He spoke about how he liked it when people showed their emotions and disagreed with the suggestion going around that there is something wrong with it.

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

9. CITY MANAGER'S REPORT

A. August 28, 2013

B. September 11, 2013

City Manager Joyal introduced the Interim Superintendent Antonio Fernandes. Interim Superintendent Antonio Fernandes introduced himself to the Council.

City Manager Joyal said he provided two reports in writing. He said he had a two items to bring to the Council's attention. He spoke about the National Citizens Survey, which allows the City to get feedback from the community. He said the City's Finance Department has received the Award of Excellence for Financial Reporting. He thanked Finance Director Lynch and his staff.

Councilor Weston said she has received many inquiries about the location of the Police Facility. Deputy Manager Carrier gave an overview of the process and when they will have a list of proposed sites.

Councilor Weston asked if tax bills will be mailed before the November Municipal Election. City Manager Joyal said he doesn't know at this point. He said they are getting the forms ready for the State and then the State will set up a meeting to set the tax rate.

Councilor Weeden asked for an update on the traffic flow on Central Avenue and correlating the traffic lights.

City Manager Joyal said there was a resolution on the agenda tonight that addressed the issue, and if approved tonight they will get started on it.

Councilor Crago asked about the October 1, 2013 Award Ceremony in Concord.

City Manager Joyal said the City of Dover was also recognized with an award by the New Hampshire Quality Council.

City Manager Joyal introduced the City's new General Legal Counselor, Anthony Blenkinsop, to the Council.

Councilor Cheney moved to accept the City Manager's Report; seconded by Councilor Weeden. Vote: 8/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Media Access Center, McConnell Center**
Meeting Date: **Wednesday, September 11, 2013**
Meeting Time: **7:00 pm**

10. APPROVAL OF MINUTES

- A. August 7, 2013 – Workshop Session**
- B. August 14, 2013 – Regular Session**

Councilor Garrison moved for the approval of the Minutes; seconded by Councilor Crago.
Vote: 8/0.

11. MAYOR'S REPORT

Deputy Mayor Carrier said things have been quiet over the past few weeks and had nothing to report to the Council.

Councilor Weston moved to approve the Mayor's Report; seconded by Councilor Weeden.
Vote: 8/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

- 1. CHAPTER 170: ZONING, SECTION 28.2: RESIDENTIAL-COMMERCIAL MIXED USE (RCM) OVERLAY DISTRICT E) PROCEDURAL CONCEPTS**
SPONSORED BY MAYOR TREFETHEN, PLANNING BOARD REPRESENTATIVE

Councilor Crago moved for its adoption; seconded by Councilor Hooper.
Councilor Hooper started a discussion about the effect on traffic flow.
Planning Director Parker said it will have a minimal effect on traffic. He discussed the areas in the City that will be affected by this Ordinance change.
Councilor Garrison started a discussion regarding the percentages of residential and commercial property.
Roll Call Vote: 8/0.

B. ORDINANCES IN THE 3rd READING – None

C. RESOLUTIONS – None

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. ROAD TOLL – Dover Professional Firefighters Local 1312 & MDA – held on August 31, 2013**
- 2. TAG – Dover Little Green Cheerleading – held on September 5-8, 2013**
- 3. TAG – American Legion Auxiliary Unit #8 – held on September 8, 2013**
- 4. RAFFLE – Amy's Treat**
- 5. RAFFLE – Dover Women's Health, PA**
- 6. RAFFLE – Dover Main Street**



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
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Meeting Date: **Wednesday, September 11, 2013**
Meeting Time: **7:00 pm**

- 7. RAFFLE – Zebra Crossings**
- 8. TAG – Special Olympics New Hampshire**
- 9. ROAD RACE – Dover Soccer Association**
- 10. PARADE – Dover Knights of Columbus Council #807**

- 11. RESOLUTION: SETTING VOTING HOURS FOR THE NOVEMBER 5, 2013 MUNICIPAL ELECTION**
SPONSORED BY MAYOR TREFETHEN BY REQUEST

- 12. RESOLUTION: B08043 TRAFFIC SIGNAL PROGRAM SEBAGO TECHNICS - AWARD OF ADDITIONAL SCOPE OF SERVICES**
SPONSORED BY MAYOR TREFETHEN BY REQUEST

- 13. RESOLUTION: B14005 CONSULTING SERVICES DOWNTOWN STREETScape STUDY**
SPONSORED BY MAYOR TREFETHEN BY REQUEST

- 14. RESOLUTION: B14006 CHESTNUT STREET SIDEWALK IMPROVEMENTS**
SPONSORED BY MAYOR TREFETHEN BY REQUEST

- 15. RESOLUTION: HIGHWAY ROAD SALT STATE NH CONTRACT**
SPONSORED BY MAYOR TREFETHEN BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board (2) | 8. Transportation Advisory Commission |
| 2. Planning Board | 9. Legislative Liaison |
| 3. Appointments Committee | 10. Pool Advisory Committee |
| 4. Recreation Advisory Board | 11. Parking Commission |
| 5. McConnell Center Advisory Committee | 12. Ordinance Codification and Verification Committee |
| 6. Arts Commission | |
| 7. Solid Waste Advisory Commission | |

Councilor Crago moved for the adoption of the Consent Calendar; seconded by Councilor Weeden.

Deputy Mayor Carrier asked the Council if they had items they would like pulled for further discussion.

Councilor Spuler asked to pull Item 13.A.14.

Councilor Hooper asked to pull the two School Board Reports.

Councilor Cheney asked to pull the Ordinance Codification and Verification Committee.

Deputy Mayor Carrier asked for a roll call vote on the remaining items on the Consent Calendar.

Roll Call Vote: 8/0.



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CITY COUNCIL - MINUTES

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Councilor Spuler moved for the adoption of 13.A.14.; seconded by Councilor Garrison.
Councilor Spuler asked for clarification on the scope and if it included moving of entry way of the Dover Delight parking lot.
City Manager Joyal said the entrance will be moved closer to the railroad tracks by several feet.
Roll Call Vote: 8/0.

Councilor Hooper gave an overview on the two School Board reports.
Councilor Crago moved for the acceptance of the School Board reports; seconded by Councilor Weeden.
Vote: 8/0.

Councilor Cheney gave an overview on the Ordinance Codification and Verification Committee Report.
Councilor Crago moved for the acceptance of the Ordinance Codification and Verification Committee; seconded by Councilor Weeden.
Vote: 8/0.

B. RESOLUTIONS

1. HENRY LAW PARK PLAZA DONATION SPONSORED BY MAYOR TREFETHEN BY REQUEST

Councilor Garrison moved for its adoption; seconded by Councilor Crago.
City Manager Joyal gave an overview of the resolution to the Council.
Recreation Director Bannon recognized the Rotary Club for their contributions and described the process for updates to Henry Law Park.
Vote: 8/0.

2. APPROVAL OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY LEASE, McCONNELL CENTER ROOMS 238 AND 240 SPONSORED BY MAYOR TREFETHEN BY REQUEST

Council removed from Agenda.

3. ESTABLISHMENT OF DOVER HIGH SCHOOL STUDENT TRANSPORTATION SCHOLARSHIP TRUST FUND SPONSORED BY MAYOR TREFETHEN BY REQUEST

Councilor Weeden moved for its adoption; seconded by Councilor Weston.
Councilor Weeden moved to amend the resolution by changing the sponsorship to the entire Council; seconded by Councilor Cheney.
Vote: 8/0.
Deputy Mayor Carrier asked for a roll call vote on the amended resolution.
Roll Call Vote: 8/0.



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**4. AMENDMENT OF FISCAL YEAR 2014 FEE SCHEDULE RELATED TO CEMETERY MARKER FEES (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 25, 2013)
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

Councilor Hooper moved to refer to a Public Hearing on September 25, 2013; seconded by Councilor Weston.

Vote: 8/0.

**5. MODIFICATION OF THE ACTION PLAN AND EXPENDITURES FOR FISCAL YEAR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 25, 2013)
SPONSORED BY MAYOR TREFETHEN BY REQUEST**

Councilor Crago moved to refer to a Public Hearing on September 25, 2013; seconded by Councilor Weeden.

Vote: 8/0.

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE – None

15. COUNCIL MATTERS OF INTEREST

Councilor Spuler talked about the Tundra Truck event and asked if they needed a permit from the City.

City Clerk Lavertu gave an overview of the permitting process.

Councilor Weeden thanked the Mayor for his service to the City.

Councilor Crago spoke about Author Jaime Vollmer coming to Dover High School on September 19, 2013.

Deputy Mayor Carrier listed all the openings on Boards, Commissions, and Committees. He asked for volunteers to apply at the City Clerk's office.

16. ADJOURNMENT

Councilor Cheney moved to adjourn; seconded by Councilor Weston.

Vote: 8/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.09.11 – 102**
Resolution Re: Amendment of FY14 Fee Schedule related to Cemetery Marker Fees

- WHEREAS: The City of Dover operates and maintains the Pine Hill Cemetery; and
- WHEREAS: The Dover Cemetery Board at their February 12, 2013 meeting voted to recommend the City Council increase the fee for cemetery markers from \$55.00 to \$100.00; and
- WHEREAS: The Current fee structure in place for Cemetery markers is not compatible with covering the staff time costs for placement of markers; and

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

The City Council of the City of Dover authorizes retro-active to July 1, 2013, changes to the Community Services – Cemetery section, p 19 of the approved FY14 Fee Schedule as follows:

FOUNDATIONS

| Services | Current Fee | Amended Fee | Authorization | Authorizing Entity | Purpose of Fee |
|----------------------------|-------------|-------------|-------------------|--------------------|---------------------------------|
| Marker (2 ft long or less) | \$55.00 | \$100.00 | Budget Resolution | City Council | The Fee Covers Staff time costs |
| Vet Marker | \$55.00 | \$100.00 | Budget Resolution | City Council | For placement Of markers |

REQUIRES PUBLIC HEARING WITH 2/3 MAJORITY VOTE OF CITY COUNCIL

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 9/19/13*
Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By Request

Approved for Legal Compliance: *Anthony I. Blenkinsop 9/19/2013*
Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

Susan Mistretta, Deputy 9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.09.11 – 102**
Resolution Re: Amendment of FY14 Fee Schedule related to Cemetery
Marker Fees

DOCUMENT HISTORY:

| | |
|--------------------------------|---------------------------------|
| First Reading Date: 09/11/2013 | Public Hearing Date: 09/25/2013 |
| 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 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 – 2013.09.11 – 102**

Resolution Re: Amendment of FY14 Fee Schedule related to Cemetery
Marker Fees

RESOLUTION BACKGROUND MATERIAL:

At the February 12, 2013 meeting of the Dover Cemetery Board, the board members reviewed the cemetery list of fees. They compared the fees being charged to those costs of city personnel and other operating costs for providing services at the cemetery. A determination was made that the current fee of \$55.00 for the installation of markers was below the cost being incurred by the City. Therefore, the Board voted to recommend increasing the fee from \$55.00 to \$100.00 for the installation of markers. The Board did not recommend any other changes to the cemetery list of fees.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2013.09.11 – 103**
Resolution Re: Modification of the Action Plan and Expenditures for Fiscal Year 2014 CDBG Entitlement Funds

- WHEREAS: The City of Dover will have available funds for appropriation from the 2014 CDBG Entitlement year, including program income; and
- WHEREAS: The Planning Department is required by HUD to prepare, and the Governing Body adopt the "Consolidated Plan" which is a needs assessment and detailed expenditure plan for the use of C. D. funds in meeting the needs of low and moderate income residents of Dover; and
- WHEREAS: The Planning Board has reviewed proposed projects for said funds and has held a public hearing for the purpose of obtaining citizens' viewpoints, on the recommended expenditures; and
- WHEREAS: Administration and the Planning Board have reviewed the proposals and derived a recommended expenditure plan; and
- WHEREAS: The recommended disbursements of funds have been reviewed for compliance with HUD statutory requirements and for meeting national objectives.

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

The Consolidated Plan and attached Action Plan be adopted and the City Manager be authorized to enter into subrecipient contracts as part of this Annual Plan for expenditure of FFY13 Community Development Block Grant funds.

Note: To be referred to public hearing and vote on September 25, 2013.

| Financing | | |
|--|-------------------------------|----------------------|
| Estimated Revenue | | |
| Account | Description | Appropriation |
| 2100.1.180.46311.3311.06311.13.000.000.R30 | Federal Grant | \$280,168.00 |
| 2120.1.180.46323.1715.xxxxx.00.000.000.A20 | Housing Revolving Loan Income | \$6,876.00 |
| 2125.1.180.46525.1715.xxxxx.00.000.000.A20 | DELP Revolving Loan Income | \$43,180.00 |
| TOTAL | | \$330,224.00 |



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2013.09.11 – 103**

Resolution Re: Modification of the Action Plan and Expenditures for Fiscal Year 2014 CDBG Entitlement Funds

| Financing Appropriations | | |
|--|--|---------------|
| Account | Description | Appropriation |
| 2100.1.180.46348.4835.06360.14.000.000.800 | Welfare Security Deposit Assistance | \$8,000.00 |
| 2100.1.180.46348.4835.06333.14.000.000.800 | Community Partners Security Deposits | \$7,500.00 |
| 2100.1.180.46348.4835.06377.14.000.000.800 | Cross Roads House | \$5,000.00 |
| 2100.1.180.46348.4835.06367.14.000.000.800 | AIDS Response | \$8,000.00 |
| 2100.1.180.46348.4835.06361.14.000.000.800 | A Safe Place | \$3,000.00 |
| 2100.1.180.46348.4835.06380.14.000.000.800 | Homeless Center For Strafford County | \$6,200.00 |
| 2100.1.180.46348.4835.06342.14.000.000.800 | My Friend's Place (MFP) | \$7,000.00 |
| 2100.1.180.46348.4835.06334.14.000.000.800 | My Friend's Place Transitional Housing | \$3,000.00 |
| 2100.1.180.46323.4835.06335.14.000.000.800 | CAP Weatherization | \$25,000.00 |
| 2100.1.180.46341.4835.xxxxx.14.000.000.800 | The Triangle Club | \$32,500.00 |
| 2100.1.180.46341.4835.xxxxx.14.000.000.800 | My Friend's Place | \$42,034.00 |
| 2100.1.180.46341.4835.xxxxx.14.000.000.800 | McConnell Center ADA Improvements | \$15,000.00 |
| 2100.1.180.46311.4xxx.06311.14.000.000.800 | CDBG Administration | \$59,000.00 |
| 2120.1.180.00000.4xxx.06321.14.000.000.800 | Housing Rehab. loan pool income | \$6,876.00 |
| 2100.1.180.46323.4xxx.06321.14.000.000.800 | Housing Rehab. Admin | \$29,467.00 |
| 2125.1.180.00000.1715.xxxxx.14.000.000.800 | DELP Income returned to loan pool | \$43,180.00 |
| 2100.1.180.46525.4xxx.06621.14.000.000.800 | DELP Administration | \$29,467.00 |
| TOTAL | | \$330,224.00 |

AUTHORIZATION

Approved as to Funding: *Daniel R Lynch 9/19/13*
 Daniel R. Lynch
 Finance Director

Sponsored by: Mayor Dean Trefethen
 By request

Approved as to Legal Form: *ATB 9/19/2013*
 Anthony I. Blenkinsop
 General Legal Counsel

Recorded by: Karen Lavertu
 City Clerk
Auson Mistretta, Deputy 9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2013.09.11 – 103**
Resolution Re: Modification of the Action Plan and Expenditures for Fiscal Year 2014 CDBG Entitlement Funds

DOCUMENT HISTORY:

| | |
|--------------------------------|---------------------------------|
| First Reading Date: 09/11/2013 | Public Hearing Date: 09/25/2013 |
| 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. | | |

RESOLUTION BACKGROUND MATERIAL:

Attached is a brief synopsis of the Federal Fiscal Year 2013, Community Development Block Grant Program available funds, Goals and Objectives of the C. D. Program and a description of the agencies, organizations and Planning Department's use of requested funds.

The City of Dover is an Entitlement Community, which means we receive funds directly from HUD, rather than going through the State. The Planning Board acts in a citizens' advisory capacity, in determining how the C.D. funds should be spent after listening to all the requests from local agencies and the Planning staff. All of these funds must go toward one of HUD's 3 national objectives: 1) Low income benefit, 2) Elimination of slums or blight, 3) Urgent need.

After the Planning Board recommends where the CDBG funds should be spent, the City Council holds a public hearing on the Action Plan (One year use of funds.) This provides citizens and those affected by the funding decision the opportunity to comment on the proposed expenditures, before the Council votes on the Final Action Plan in April. Once approved by the Council, the Plan is forwarded to HUD for their final grant approval.

The FFY13 grant from HUD was increased over the anticipated amount by \$58,268.00 over the grant amount approved by the Council in May. The total funding for Public Service Agencies was able to be increased by \$8,700.00 but the sale of the School Street lot does not look like it will occur during this fiscal year which was a reduction of \$150,000.00 in program income for the year. Each activity is rated for their priority in the Consolidated Plan and



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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Action Plan as a high, medium, or low priority. The Planning Board used these priorities in determining their recommendations for next years Community Development Block Grant expenditures.

CDBG PROGRAM DESCRIPTION

Dover Welfare: \$8,000.00

Grant for security deposits for homeless or persons at risk of homelessness and aids people who cannot afford the down payment for rental housing in the City. The security deposits are set up as a revolving loan program with funds returned going back to the Welfare Department.

Community Partners: \$7,500.00

Grant for security deposit and rental assistance program for Behavioral Health clientele who are mentally ill and cannot afford security deposits or rental housing.

My Friend's Place: \$7,000.00

Grant for operational funds to run the only homeless shelter in Dover. (MFP)

My Friend's Place Transitional Housing: \$3,000

Grant for operational funds for MFP's transitional housing units.

Cross Roads House: \$5,000.00

Grant for direct care, staff and services at the homeless shelter for Dover residents.

AIDS Response (ARS): \$8,000.00

Grant to assist in case management and support services to persons living with HIV/AIDS. ARS provides vital emotional and practical support to people living with AIDS, their families and friends.

A Safe Place: \$3,000.00

Grant for shelter and services for abused spouses and their children. The shelter is located in Portsmouth and serves the entire area.

Homeless Center for Strafford County: \$6,200.00

Grant for operational funds to run the County's overflow emergency homeless shelter in Rochester.

Strafford County Community Action Weatherization (CAP): \$25,000

Grant for improvements and weatherization of homes occupied by very low income families.

My Friends Place: \$42,034.00

Grant for facility repairs at the homeless shelter and transitional housing units.

Triangle Club: \$32,500.00

Grant for facility improvements on Broadway Avenue.

McConnell Center ADA Improvements: \$15,000.00

Grant for 4 automatic door openers in the center.



CITY OF DOVER

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Resolution Number: **R – 2013.09.11 – 103**
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ACTIVITIES NOT RECOMMENDED FOR FUNDING:

Seymour Osman Community Center and Youth Safe Haven: \$3,500.00

Grant for the drop-out prevention program at the DHA.

Avis Goodwin Community Health: \$ 5,000.00

Grant for preventive health care and uninsured and disadvantaged population.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GOAL STATEMENT

The City of Dover has articulated a goal of creating a viable urban environment through the improvement of housing and employment opportunities for low and very low income people and through improving and/or expanding public facilities and services.

Specific objectives:

1. To provide increased opportunities to residents of the City who require education, health, recreation, housing and related human services.
2. To rehabilitate and improve the housing stock of the City, especially for persons of low and very low income.
3. To plan and construct public improvements in areas populated by or used predominantly by low and very low income persons.
4. To provide increased employment opportunities for low and very low income persons.
5. Removal of architectural barriers to allow increased handicapped accessibility.



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: Cocheco Arts + Technology Academy
Federal Tax ID number for Organization: 20-1223676
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: J. Holmes Day Time Telephone: 603-742-0700

Address: 40 Hampshire side Email Address: J.Holmes@Cochecoarts.org

Purpose of Permit: RAFFLE FOR FUNDS FOR SCHOOL

Date of Event: Oct 5th 2013 Specific Time: 9-4pm

Location of Event: DOWNTOWN DOVER

(Raffle Permit only) Prize (s) To Be Awarded: HOMEMADE QUILT

Amount of Donation: 100% Date of Drawing: Oct 5th 2013 Specific Time: 4pm

Place of Drawing: DOWNTOWN DOVER

* 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.

** 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: [Signature] Date: 9/11/13

Licensing Board approval [Signature] Date: 9/11/13 Revised 03/17/08

RECEIVED DOVER CITY CLERK DOVER, NH

Handwritten initials/signature



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: Dover High School Unified Activities
Federal Tax ID number for Organization: 02-6-000230
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: MJ Hippern Day Time Telephone: 603 767 7833
Address: Alumni Dr Dover NH Email Address m.hippern@dover.k12.nh.us

Purpose of Permit: 5K road race/walk

Date of Event: Sunday, November 10, 2013
Oct 20, 2013 Specific Time: 10AM start

Location of Event: Begin + End at Dover High School - See attached

(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://dol.nh.gov/publications/charitable_forms.html

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Signature: Mary Jean Hippert Date: 9/4/13

Licensing Board approval: [Signature] Date: 9/11/13
Revised 03/17/08

Not a charity all get
Traffic Bureau OK
Same course as MMS Moms-on-the-Run 5K See attached.



DOVER POLICE DEPARTMENT

Dover, New Hampshire

Memorandum

TO: Chief Anthony F. Colarusso, Jr.

FROM: Sgt. Marn Speidel, Traffic Bureau

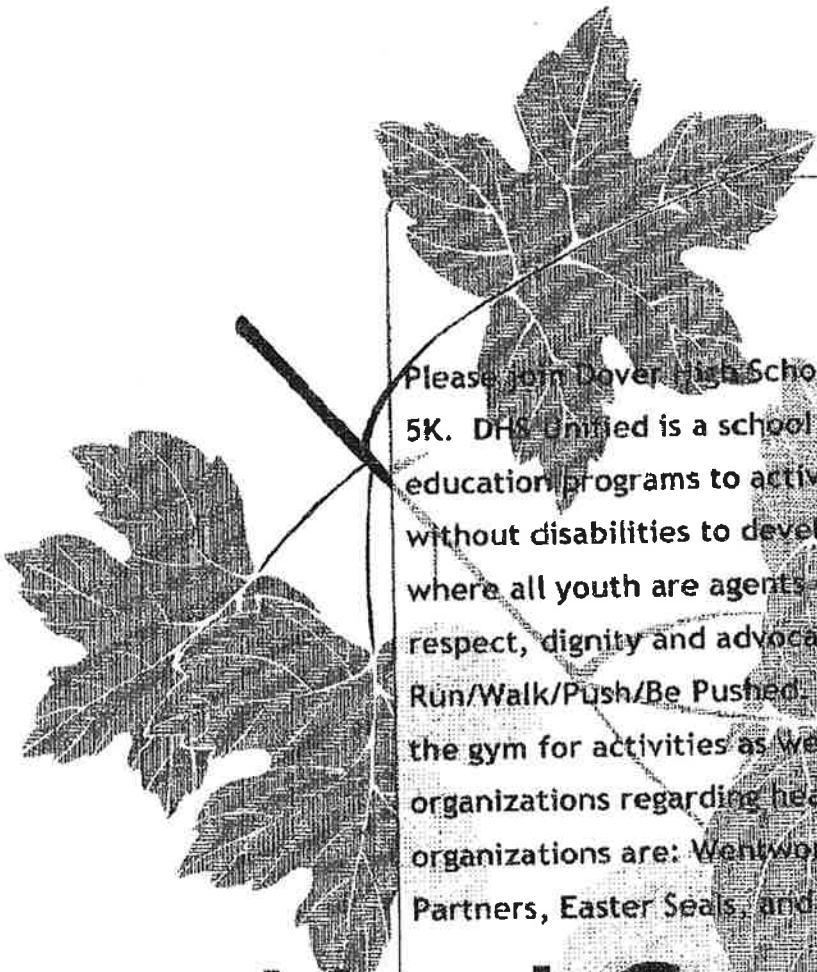
RE: Parade permit – “Yes I Can 5K”, November 10, 2013

DATE: September 10, 2013

This is a new proposed 5K event organized by the Dover High School Unified Activities coordinator. It is proposed to use the same established route as the Mother’s Day 5K, which starts and ends on Alumni Drive at Dover High School.

The original ~~sub~~mittal date was for October 20, but after discussing some potential conflicts and checking with the DHS Facilities and Athletics Departments, the organizer has settled on an event date of Sunday, November 10, 2013.

Two (2) officers will be required for this event, as with the Mother’s Day 5K, to cover critical traffic positions, at a cost to be reimbursed by the applicant. I will work closely with the applicant to ensure that other course logistics and expectations for traffic control volunteers are met.



Please join Dover High School Unified in this fun filled 5K. DHS Unified is a school group that uses sports and education programs to activate young people with and without disabilities to develop school communities where all youth are agents of change - fostering respect, dignity and advocacy everyone.

Run/Walk/Push/Be Pushed. After the race join us in the gym for activities as well as speak to many area organizations regarding health and options. Possible organizations are: Wentworth Hospital, Community Partners, Easter Seals, and Great Bay etc.

Yes I Can 5K

Sunday, ~~October 20~~^{MES} November 10
10:00AM

DHS Alumni Drive
Dover, NH

Sponsored by
Dover High School Unified
Activities



Registration for: Nov 10,

Yes I Can 5K Run/Walk/Push/Be Pushed Sunday, ~~Oct 20th~~ 2013
@ 10:00AM Dover (NH) High School

(MES)

Benefiting: Dover High Unified Activities

All friends and family members of any age and ability are invited to participate!

PLEASE PRINT CLEARLY — ONE form per person/family --- feel free to photo copy

Registration Fees*: *all entry fees are non-refundable*

\$20.00 (\$25 day of the race) 12 years old and under — \$10.00

LAST NAME: _____

FIRST NAME: _____ D.O.B. ___/___/___ M/F race day age ___ \$ _____

additional family members:

_____ D.O.B. ___/___/___ M/F race day age ___ \$ _____

_____ D.O.B. ___/___/___ M/F race day age ___ \$ _____

_____ D.O.B. ___/___/___ M/F race day age ___ \$ _____

_____ D.O.B. ___/___/___ M/F race day age ___ \$ _____

TOTAL: \$ _____

Mail entry form and Make check payable to: Dover High Unified Dover High School, 25 Alumni Drive,
Dover, NH 03820

All pre- paid registrants will receive a t-shirt. Please Register by Oct 10, 2013

Please choose amount of ADULT size t-shirt(s): ___S___M___L___XL

and youth size(s): ___S___M___L

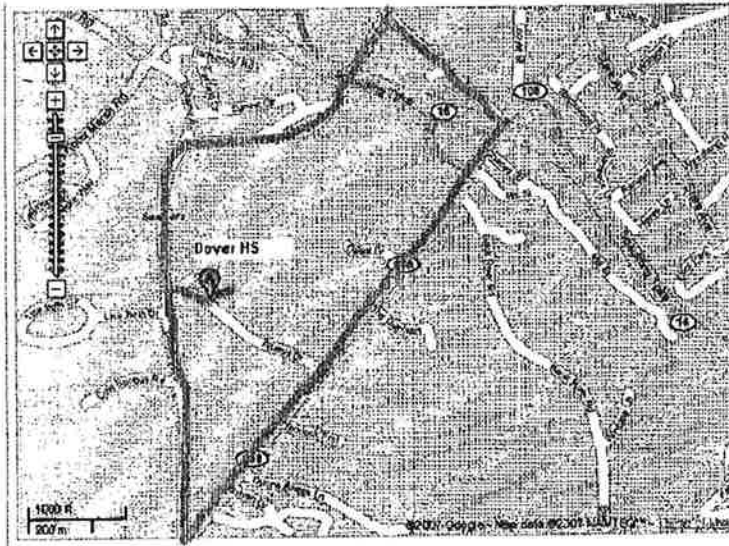
Address: _____

City/State/zip: _____ Email: _____

Phone Number: _____

WAIVER & RELEASE: I know that running is a potentially hazardous activity, and that I should not enter and run/walk unless I am medically able and properly trained. I assume all risks associated with this event, including, but not limited to: falls, contact with other participants & spectators, effects of traffic and road conditions, weather, etc. I, for myself and anyone entitled to act on my behalf, waive and release the City of Dover, Dover School District, all sponsors, all volunteers, and the State of NH from any and all claims and liabilities of any kind whatsoever arising from my voluntary participation in this event, regardless of such liability results from carelessness or negligence of the persons named in this waiver. Furthermore, I hereby grant full permission of any kind of the forgoing to use any photos, videotapes or any record of this event for any legitimate purpose. I also agree to not participate in the race with roller type shoes or dogs. Baby joggers/strollers, wheelchairs, scooters are accepted. I realize that by voluntarily assuming the risks involved, I will be solely responsible for my death or any injury or damage that I sustain. I have read this Assumption of Risk thoroughly and understand the terms. My participation in the Yes I Can 5K run and my execution of this Assumption of Risk are both purely voluntary and I elect to do so in spite of the risks.

Signature of Participant or (under 18 yrs of age) or parent/guardian _____



Begin our USATF certified course (# NH 07013RF) at Dover High School on Alumni Drive and continue:

- Right onto Bellamy Road
- Right onto Cataract Ave
- Right onto Rutland St
- Right onto Rte. 108
- Right onto Bellamy Road
- Right onto Alumni Drive



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: HORNE STREET SCHOOL PARENT TEACHER GROUP
Federal Tax ID number for Organization: 27-4610691
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: FERGUS CULLEN Day Time Telephone: 607 520 5450

Address: 152 BOXWOOD LN Email Address: FERGUS@FERGUSCULLEN.COM

Purpose of Permit: FOOT RACE: HORNE ST SCHOOL SK + 2 MILE FITNESS WALK

Date of Event: 10/20/13 Specific Time: 9:00 - 10:00 AM.

Location of Event: HORNE ST. SCHOOL / SIXTH ST / WHITTIER / CLENWOOD 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.

** 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: [Signature] Date: 8/21/13

Licensing Board approval: [Signature] Date: 9/10/13
Revised 03/17/08


Traffic Bureau OK MES
All set with Charitable Trusts Unit

HOME | WHO WE ARE | RECENT OP/EDS | IN THE NEWS | CONTACT US | GRANITE FOUNDATION/RACES

The Granite Foundation

The Granite Foundation is the umbrella charity for Fergus & Jennifer Cullen.

Horne Street School 5K Run & 2 Mile Fitness Walk

| | |
|---------------------|--|
| Beneficiary: | Race proceeds benefit the Horne Street School Parent-Teacher Group. |
| Time: | Sunday, Oct 20, 2013 at 9:00 a.m. |
| Place: | Starts & finishes at Horne Street Elementary School, 78 Horne Street, Dover, NH |
| Distance: | 5K, with a 2 mile fitness walk option |
| Entry Fee: | \$15 pre-entry before October 17, \$20 race-day entry; children in the fourth grade or younger are free (but still must be pre-registered or register the day of the race and an adult must sign a waiver); all children will get a medal; shirts are available to anyone for \$12 extra; shirts are guaranteed to those who a) pre-register by October 10 and b) order one in advance; some shirts may be available for purchase on race day while supplies last but no guarantees! |
| Course Description: | A mix of paved roads and sidewalks passing through residential neighborhoods. The first ½ mile is gently downhill, the next mile rolls uphill, and the last half of the course is flat with a downhill finish. |
| Registration: |  |
| Prizes: | Awards will be handed out at the end of the race for overall winners and age group winners. All children in the run or walk will receive a medal. |
| Facilities: | Parking on the grounds of Horne Street School & on the streets around the school. School will be open in the event of rain. Bathrooms available in the school. |
| Directions: | Use google maps to get to 78 Horne Street, Dover NH, or use the following: Directions: From the North: Take the Spaulding Turnpike / Rt. 16 to Exit 9, marked to Somersworth. At the end of the ramp, turn right. Go ½ mile to the second light, and turn right onto Central Avenue / Route 9. Go ½ mile (Walgreens on your right) and turn right onto |

Glenwood Avenue. Go 100 yards and take your second left, Horne Street. The school is ¼ mile down on the right.

Fergus Cullen

152 Boxwood Lane

Contact: Dover, NH 03820

603-520-5450 mobile

fergus@ferguscullen.com

Results: [Click here for the 2012 results](#)

[Click here for the 2011 results](#)

Course Map

Click map for larger version and elevation chart



© 2011-2013 Fergus Cullen Communications | Site by: [Rory](#) | [Home](#) | [Sitemap](#)

Design inspired by: [styleshout](#)



CITY OF DOVER
13 AUG 22 AM 5:43

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: Moms on the Run
Federal Tax ID number for Organization: can provide 7ebra Crossings if needed (Charity we are sponsoring)
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Nicole Kurek Day Time Telephone: 603-742-6350

Address: P.O. Box 1408 Dover Email Address nkurr4@comcast.net

Purpose of Permit: 5K road race ^{to be held} on Mother's Day

Date of Event: Sunday May 11th, 2014 Specific Time: 8a-11a

Location of Event: Dover High School

(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.**

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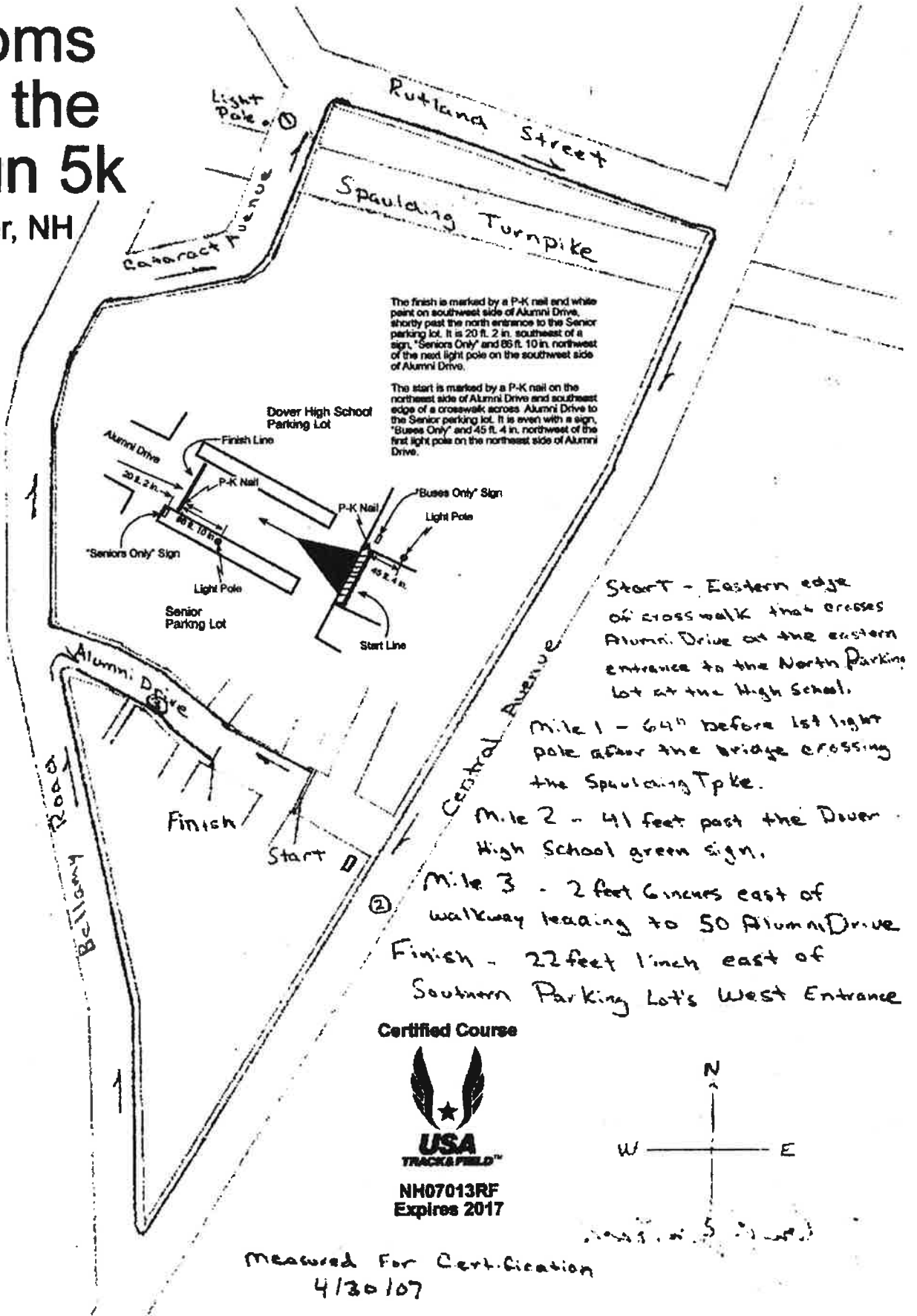
Signature: Nicole Kurek Date: 8/22/13

Licensing Board approval [Signature] Date: 9/10/13
Revised 03/17/08

Traffic Bureau
OK
MES
All set with
Charitable Trusts
Unit.
DB

Moms on the Run 5k

Dover, NH



RECEIVED
DOVER CITY CLERK
DOVER, NH
2013 AUG 21 P 2:13



APPLICATION CITY OF DOVER, NEW HAMPSHIRE

RAFFEE*.....TAG*.....PARADE**..... BLOCK PARTY**..... ROAD TOLL***.....

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

Organization Name: Wentworth-Douglass Hospital + Health Foundation
Federal Tax ID number for Organization: 51-0491062

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

Contact Person: Mary Herring Day Time Telephone: 740-2581

Address: 789 Central Avenue ^{Dover} Email Address: mary.herring@wdhospital.com

Purpose of Permit: Walk for the Seacoast Cancer Center

Date of Event: Sept. 21 2014 Specific Time: 10:00 a.m. Sept. 28 ^{Alternative Date}

Location of Event: WDH start -> walk -> return to WDH

(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.

** 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

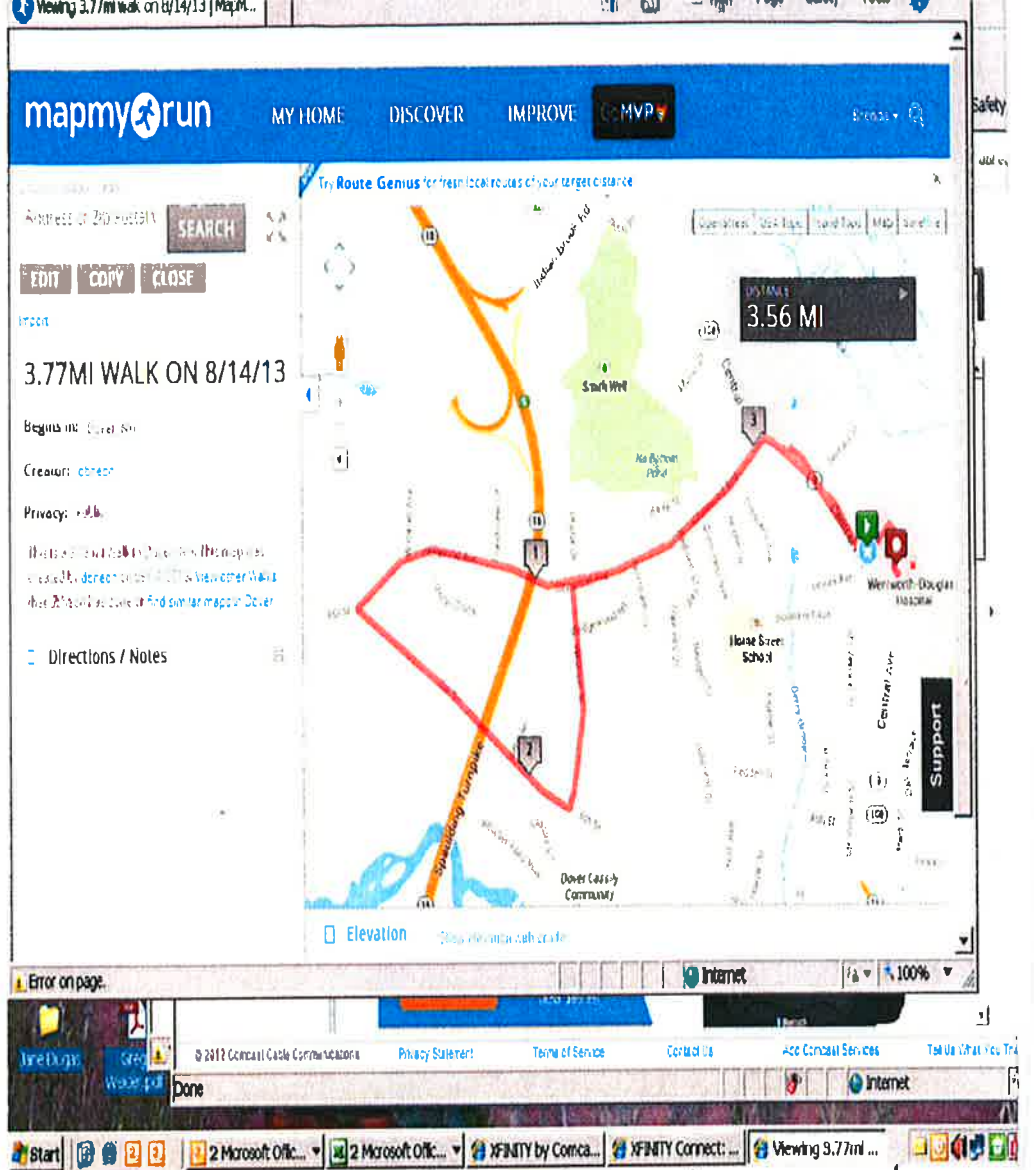
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.
I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: Mary Herring Date: Aug. 19, 2013

Licensing Board approval [Signature] Date: 9/10/13

All set with NH Charitable Trusts

Revised 03/17/08
We've submitted two dates for consideration to ensure no competing events. The Hospital would like to begin notification to the public at our Sept 28 2013 Community Health Fair. If possible, please notify me of approval prior to this date.



- Central Ave to Colerwood
 - Left on Colerwood to 6th
 - Left on 6th Street
 - Left on Wittier back to Colerwood
 - Colerwood to Central Ave
 - Right on Central back to WDH
- Anticipating police presence at Start + Colerwood intersection.



DOVER POLICE DEPARTMENT
Dover, New Hampshire
Memorandum

TO: Chief Anthony F. Colarusso, Jr.

FROM: Sgt. Marn Speidel, Traffic Bureau

RE: Parade permit – WDH Walk for Seacoast Cancer Center, Sept. 21, 2014

DATE: September 10, 2013

This is a new event proposed presumably as a fundraiser for the Seacoast Cancer Center at WDH. I have discussed logistical considerations of the route with the applicant.

WDH and WDH Health Foundation has committed to reimbursing the City for the cost of one (1) police officer who will perform traffic control services on Central Avenue near the start of the walk, and later along Whittier Street where there is no existing sidewalk. Only a brief closure of Central Avenue at the start is proposed.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R-2013.09.25 – 105**
Resolution Re: Award of Additional Scope of Engineering Services
2013 Infiltration and Inflow Reduction

WHEREAS: Sealed bid B00008 for city wide Inflow and Infiltration studies was received in September 2000 and was awarded via council approval to Wright Pierce as the qualified Engineering firm to perform a comprehensive Inflow and Infiltration (I & I) study for the City of Dover; and

WHEREAS: The study identified defective areas of the sewer system, prioritized the areas where unwanted ground water was entering the system, and listed corrective measures to be implemented. Wright Pierce was then chosen to design corrective measures where water inflow/infiltration was identified as the problem, and

WHEREAS: EPA has ordered the City to remove inflow and infiltration from its sewer collection system through a Compliance Order. NHDES is currently reviewing the 2013 I&I project consisting of approximately 5,300 linear feet in the Renaud Ave area and once approved the project can move forward; and

WHEREAS: Wright Pierce Engineers of Topsham Maine will design the replacement of the sewer and prepare the construction documents for this project at a cost not to exceed \$54,200.

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

The Purchasing Agent is hereby authorized to issue a purchase order in the amount of \$54,200 to Wright Pierce Engineers. The amount of this authorization shall be limited so as not to exceed the available funding.

Financing

| Account | Description | Appropriation | Balance |
|--------------------------------|-----------------------------------|---------------|--------------|
| 5320.1.300.43250.4757.04570.13 | Inflow & Infiltration Utility Sys | \$300,000.00 | \$298,400.00 |

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 9/19/13*
Daniel R. Lynch
Finance Director
Sponsored by: Mayor Dean Trefethen
By request

Approved for Legal Compliance: *[Signature]*
Anthony I. Blenkinsop
General Legal Counsel
9/19/2013

Recorded by: Karen Lavertu
City Clerk
[Signature]
9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R-2013.09.25 – 105**
Resolution Re: Award of Additional Scope of Engineering Services
2013 Infiltration and Inflow Reduction

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 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.6.

Resolution Number: **R-2013.09.25 – 105**
Resolution Re: Award of Additional Scope of Engineering Services
2013 Infiltration and Inflow Reduction

RESOLUTION BACKGROUND MATERIAL:

Requests for proposal (RFP) B00008 were issued and received in September 2000 to identify a qualified engineering firm to perform a comprehensive Inflow and Infiltration Study for the City of Dover. The firm of Wright Pierce from Topsham, ME was selected to undertake this important first phase of identifying various defective areas of the sewer system, in order of priority, where unwanted ground water was entering and corrective measures should be implemented. As a follow up to the study phase of this on-going project, Wright Pierce has been utilized in the past several years to design corrective measures for several locations where water inflow / infiltration were identified as a problem. This phase consists of approximately 5,300 LF in the areas of Birchwood Ln, Smith Rd, Shamrock Ln, Keating Ave, Hayes Ln, Renaud Ave, Stark Ave, Longmeadow Rd, Beach Rd and Renaud Ave to Mill St including pipe crossing Spaulding Turnpike.

Award Information:

A purchase order will be issued to vendor once approved by the State of NHDES to authorize this expenditure.

Purchasing Information:

| | | | |
|------------------------------------|--|-------------------------------------|---|
| Type: | Purchase Order | Advertised: | Yes |
| Invitations Mailed: | NA | Number of Responses: | na |
| Warranty: | Meet Professional Standards | Terms: | Net 30, FOB Dover |
| Work Bonded: | No | Contract: | Yes |
| Prices will hold for: | Project Completion | Estimated Delivery: | Immediate ARO |
| Recommended Award to: | Wright Pierce | Fund: | Sewer CIP |
| Other Approvals Required: | State of NH Department of Environmental Services | References Checked: | Satisfactory |
| Previously Worked for City: | Yes | Reason for Council Approval: | Continuing Project phases over \$25,000 |



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2013.09.25 – 105**

Resolution Re: **APPROVAL OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY LEASE, ROOM 240**

WHEREAS: The Community Action Partnership of Strafford County seeks to enter into a lease agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is to be at the McConnell Center, 30 St. Thomas Street, Dover, New Hampshire, Room 240 which contains 1,462 square feet.

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

The City Manager is authorized to sign a lease with the Community Action Partnership of Strafford County for a term of one (1) year.

AUTHORIZATION

Approved as to Funding: *Daniel R Lynch 9/19/13*
Daniel Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved as to Legal Form: *[Signature] 9/19/2013*
Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk
Alexis Mustretta, Deputy 9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2013.09.25 – 105**
Resolution Re: APPROVAL OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY LEASE, ROOM 240

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:

The City of Dover leases space at the McConnell Center to non-profit organizations and state agencies.



CITY OF DOVER

288 CENTRAL AVENUE
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THIS LEASE made this ____ day of _____, 2013, by and between **Community Action Partnership of Strafford County** of P.O. Box 160, Dover, New Hampshire 03821-0160 (hereinafter referred to as “LESSEE”), and The City of Dover, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire (hereinafter referred to as “LESSOR”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the sufficiency of which is hereby acknowledged, in compliance with that certain Letter of Intent between LESSEE and LESSOR dated _____, 20__, the parties agree as follows:

1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Leased Premises within the City’s McConnell Center located at 30 St. Thomas Street, Dover, New Hampshire, intended to contain **1,462 square feet** and more particularly identified on the McConnell Center Plans dated February 6, 2006 as **Room 240**.

In conjunction with the use of the Leased Premises, LESSEE shall have the right to use parking spaces for its’ employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations between the hours of 8 am and 4 pm Monday through Friday. Additionally, visitor parking spaces are available in a parking lot created adjacent to the building on St. Thomas Street. Parking spaces will not be reserved and will be available on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of this lease is **one (1) year** beginning on **August 31, 2013 and ending on August 31, 2014**.

Monthly rent shall be paid on the first of each month to the City of Dover. The first year of rent charges are based upon a space allocation for the Leased Premises of **1,462** square feet and calculated using the following components:

| <u>Component</u> | <u>Rate</u> | <u>Annual</u> | <u>Monthly</u> |
|-----------------------|----------------|--------------------|--------------------|
| Fixed Rent | \$ 6.50 | \$ 9,503.00 | \$ 791.92 |
| Capital Reserve | \$ 0.40 | \$ 584.80 | \$ 48.73 |
| Utilities (*) | \$ 5.26 | \$ 7,690.12 | \$ 640.84 |
| Total Rent Assessment | \$12.16 | \$17,777.92 | \$ 1,481.49 |

(*) Utility costs are variable based upon actual costs as outlined in section 2.



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2. Utilities and Maintenance.

The LESSEE is responsible for payment of all operations and maintenance costs associated with the Leased Premises, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this lease are established at **\$5.26/sf**. Utilities and Maintenance costs shall be revised annually and prorated per square foot based upon the previous years actual cost of operating and maintaining the building. The total square footage of leased space is **54,784 square feet**. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1st.

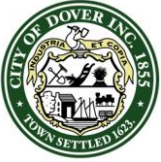
3. Condition of Premises.

The LESSOR leases the Leased Premises "AS IS". LESSEE is solely responsible for all associated costs for desired original and future build out of the Leased Premises. Plans and specifications for build out shall be reviewed and approved by the LESSOR prior to the start of construction.

LESSEE is solely responsible for insuring all improvements and contents of the Leased Premises, and shall name LESSOR as an additional insured. Proof of insurance coverage shall be provided to the LESSOR. The LESSEE'S policy shall contain a provision requiring thirty (30) days written notice of cancellation of coverage to the LESSOR.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the Leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its' expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Premises prior to occupancy.

LESSOR agrees to maintain the Leased Premises in condition fit for their intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and sound physical structure. Furthermore, LESSOR shall maintain the outside grounds, remove the common area rubbish, and maintain and keep the parking areas, sidewalks and entrances/exits to building reasonably free from snow and ice.



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4. Access to Premises.

The LESSOR shall also have the right to enter upon the Leased Premises at all reasonable times to inspect same. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the premises.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty including fire not arising as a result of the negligence or intentional conduct of the LESSEE whereby the premises or any portion of them are destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease shall automatically terminate.

6. Use.

The LESSEE shall only use the Leased Premises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the Leased Premise shall be used for non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease.

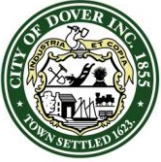
At least sixty (60) days, but no earlier than one hundred twenty (120) days, prior to the expiration of the initial term of this Lease or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its' option to extend the term of the Lease for an additional period and seek to continue its' Lease upon such terms and conditions as the parties may then agree.

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR.

9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease, including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Leased Premises, the



CITY OF DOVER

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LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

10. **Default/Early Termination.**

In the event the LESSEE fails to perform its' obligations under this Lease, this Lease is defaulted and the LESSOR is entitled to immediate occupation and possession of the Leased Premises and the associated parking spaces. If the LESSEE defaults in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Leased Premises due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease may be immediately terminated at the option of the LESSOR.

Both the LESSEE and the LESSOR shall be bound to give a three (3) month vacancy notice if the terms of the Lease are to be broken by either party.

11. **Indemnification.**

LESSEE agrees to pay, and to protect, defend, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Space;
- (ii) any act or omission of LESSEE or its agents, officers or employees;
- (iii) violation by LESSEE of any agreement or condition of this Lease; or
- (iv) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.

12. **Insurance.**

Casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its' expense, during the term of this lease agreement, and any extensions of such term, liability and property damage



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insurance for the Leased Premises to be considered primary coverage. LESSOR has no obligation for any loss to personal property. Proof of insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the Leased Premises or on the McConnell Center or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

14. Parties Bound.

This Lease and its' addendums are binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. Notice.

All notices by either party to be given with respect to this Lease shall be in writing and shall be given by first class mail to the addresses stated above.

16. Modification of Lease.

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. Severability.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Agreement.

19. Laws Governing.



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The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

20. Security Deposit.

Upon execution of this Lease, LESSEE deposits with LESSOR \$0, as security for the performance by LESSEE of the terms of this Lease to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease. In the event of damage to the Leased Premises caused by LESSEE or LESSEE 's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

21. Merger.

This Lease contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

22. Amendment.

This Lease amends and supersedes in its entirety the lease entered into by the Parties on _____.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this _____ day of _____, 2013.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

Duly Authorized

DATE:



CITY OF DOVER

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CITY OF DOVER

J. Michael Joyal, City Manager

DATE:

APPROVED BY THE DOVER CITY COUNCIL ON 09.11.13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2013.09.25 – 106**

Resolution Re: Approval of Mount Prospect Academy – d/b/a Becket Family of Services Lease, Room 317

WHEREAS: Mount Prospect Academy dba Becket Family of Services seeks to enter into a lease agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is to be at the McConnell Center, 30 St. Thomas Street, Dover, New Hampshire, Room 317 which contains 692 square feet.

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

The City Manager is authorized to sign a lease with Mount Prospect Academy dba Becket Family of Services for a term of two (2) years.

AUTHORIZATION

Approved as to Funding: *Daniel R Lynch 9/19/13*
Daniel Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By request

Approved as to Legal Form: *ATBL 9/19/2013*
Anthony T. Blenkinsop
City Attorney

Recorded by: Karen Lavertu
City Clerk
Aaron Mastretta, Deputy 9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2013.09.25 – 106**
Resolution Re: Approval of Mount Prospect Academy – d/b/a Becket Family of Services Lease, Room 317

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:

The City of Dover leases space at the McConnell Center to non-profit organizations and state agencies.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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LEASE AGREEMENT

THIS LEASE made this ____ day of _____, 2013, by and between **Mount Prospect Academy d/b/a Becket Family of Services**, a New Hampshire 501(c)3 nonprofit organization of 61 Locust Street, Room 317, Dover, New Hampshire 03820 (hereinafter referred to as “LESSEE”), and The City of Dover, New Hampshire, of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the sufficiency of which is hereby acknowledged, in compliance with that certain Letter of Intent between LESSEE and LESSOR dated _____, 2013, the parties agree as follows:

1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Leased Premises within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, intended to contain **692 square feet** and more particularly identified on the McConnell Center Plans dated February 6, 2006 as **Room 317**.

In conjunction with the use of the Leased Premises, LESSEE shall have the right to use Six (6) parking spaces for its’ employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations between the hours of 8 am and 4 pm Monday through Friday. Additionally, visitor parking spaces are available in a parking lot created adjacent to the building on St. Thomas Street. Parking spaces will not be reserved and will be available on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of this lease is two (2) years beginning on **July 1, 2013 and ending on June 30, 2015**.

Monthly rent shall be paid on the first of each month to the City of Dover. The first year of rent charges are based upon a space allocation for the Leased Premises of **692** square feet and calculated using the following components:

| Component | Rate | Annual | Monthly |
|-----------------------|----------------|--------------------|------------------|
| Fixed Rent | \$6.50 | \$ 4,498.00 | \$ 374.83 |
| Capital Reserve | \$0.40 | \$ 276.80 | \$ 23.07 |
| Utilities (*) | \$5.26 | \$ 3,639.92 | \$ 303.33 |
| Other as agreed | 0 | 0 | 0 |
| Total Rent Assessment | \$12.16 | \$ 8,414.72 | \$701.23 |

(*) Utility costs are variable based upon actual costs as outlined in section 2.



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2. Utilities and Maintenance.

The LESSEE is responsible for payment of all operations and maintenance costs associated with the Leased Premises, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this lease are established at **\$5.26/sf**. Utilities and Maintenance costs shall be revised annually and prorated per square foot based upon the previous years actual cost of operating and maintaining the building. The total square footage of leased space is **692 square feet**. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1st.

3. Condition of Premises.

The LESSOR leases the Leased Premises "AS IS". LESSEE is solely responsible for all associated costs for desired original and future build out of the Leased Premises. Plans and specifications for build out shall be reviewed and approved by the LESSOR prior to the start of construction.

LESSEE is solely responsible for insuring all improvements and contents of the Leased Premises, and shall name LESSOR as an additional insured. Proof of insurance coverage shall be provided to the LESSOR. The LESSEE'S policy shall contain a provision requiring thirty (30) days written notice of cancellation of coverage to the LESSOR.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the Leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its' expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Premises prior to occupancy.

LESSOR agrees to maintain the Leased Premises in condition fit for their intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and sound physical structure. Furthermore, LESSOR shall maintain the outside grounds, remove the common area rubbish, and maintain and keep the parking areas, sidewalks and entrances/exits to building reasonably free from snow and ice.



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4. Access to Premises.

The LESSOR shall also have the right to enter upon the Leased Premises at all reasonable times to inspect same. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the premises.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty including fire not arising as a result of the negligence or intentional conduct of the LESSEE whereby the premises or any portion of them are destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease shall automatically terminate.

6. Use.

The LESSEE shall only use the Leased Premises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the Leased Premise shall be used for non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease.

At least sixty (60) 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 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.

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR.

9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease, including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Leased Premises, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.



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10. Default/Early Termination.

In the event the LESSEE fails to perform its' obligations under this Lease, this Lease is defaulted and the LESSOR is entitled to immediate occupation and possession of the Leased Premises and the associated parking spaces. If the LESSEE defaults in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Leased Premises due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease may be immediately terminated at the option of the LESSOR.

11. Indemnification.

LESSEE agrees to pay, and to protect, defend, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Space;
- (ii) any act or omission of LESSEE or its agents, officers or employees;
- (iii) violation by LESSEE of any agreement or condition of this Lease; or
- (iv) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.

12. Insurance.

Casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its' expense, during the term of this lease agreement, and any extensions of such term, liability and property damage insurance for the Leased Premises to be considered primary coverage. LESSOR has no obligation for any loss to personal property. Proof of insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.



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13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the Leased Premises or on the McConnell Center or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

14. Parties Bound.

This Lease and its' addendums are binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. Notice.

All notices by either party to be given with respect to this Lease shall be in writing and shall be given by first class mail to the addresses stated above.

16. Modification of Lease.

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. Severability.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Agreement.

19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.



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20. Security Deposit.

Upon execution of this Lease, LESSEE deposits with LESSOR \$0, as security for the performance by LESSEE of the terms of this Lease to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease. In the event of damage to the Leased Premises caused by LESSEE or LESSEE's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

21. Merger.

This Lease contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this _____ day of _____, 2013.

BECKET FAMILY OF SERVICES

Duly Authorized

DATE:

CITY OF DOVER

J. Michael Joyal, City Manager

DATE:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2013.09.25 – 107**

Resolution Re: **Approval of Northeastern Ballet Theater Lease, Room 239**

WHEREAS: Northeastern Ballet Theater, a non-profit organization, seeks to enter into a lease agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is to be at the McConnell Center, 30 St. Thomas Street, Dover, New Hampshire, Room 239 which contains 1,108 square feet.

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

The City Manager is authorized to sign a lease with Northeastern Ballet Theater for a term of five (5) years.

AUTHORIZATION

Approved as to Funding:

Daniel R Lynch 9/19/13
Daniel Lynch
Finance Director

Sponsored by:

Mayor Dean Trefethen
By request

Approved as to Legal Form:

ATB 9/19/2013
Anthony T. Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk

Susan Mastretta, Deputy 9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2013.09.25 – 107**

Resolution Re: Approval of Northeastern Ballet Theater Lease, Room 239

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:

The City of Dover leases space at the McConnell Center to non-profit organizations and state agencies.



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LEASE AGREEMENT

THIS LEASE made this _____ day of _____ by and between **Northeastern Ballet Theater** of **P.O. Box 1164, Wolfeboro Falls, New Hampshire 03896** (hereinafter referred to as "TENANT"), and The City of Dover, New Hampshire, of 288 Central Avenue., Dover, New Hampshire 03820 (hereinafter referred to as "LANDLORD").

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the sufficiency of which is hereby acknowledged, in compliance with that certain Letter of Intent between LESSEE and LESSOR dated _____, 2013, the parties agree as follows:

1. Description and Term.

That the LANDLORD does hereby demise and lease to the TENANT the space within the City's McConnell Center located at 61 Locust Street, Dover, New Hampshire, which space is intended to contain **1,108** square feet and more particularly identified on the McConnell Center Plans dated February 6th, 2006 as Room 239.

In conjunction with the use of the Space, TENANT shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during Tenant's normal operations between the hours of 8 am and 4 pm Monday through Friday. Additionally, visitor spaces are available in a parking lot created adjacent to the building on St. Thomas Street. It is agreed the spaces will not be reserved and used on a first come first served basis with no signage designating spaces to the TENANT. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of TENANT's Lease shall be for **five (5)** years beginning on _____. There shall be an option to renew for three (3) additional **five (5)** year terms at the TENANT'S request pursuant to Paragraph 7. Each additional term shall be separately negotiated.

Monthly rent shall be paid the first of each month to the City of Dover. Your first year's rent charges are based upon space allocation of **1,108** square feet and calculated using the following components:

| Component | Rate | Assessment | |
|------------------------------|----------------|---------------------|--------------------|
| | | Annual | Monthly |
| Fixed Rent (Bond) | \$6.50 | \$ 7,202.00 | \$ 600.17 |
| Capital Reserve | \$0.40 | \$ 443.20 | \$ 36.93 |
| Utilities (*) | \$5.26 | \$ 5,828.08 | \$ 485.67 |
| Other as agreed | 0 | 0 | 0 |
| Total Rent Assessment | \$12.16 | \$ 13,473.28 | \$ 1,122.77 |

(*) Utility costs are variable based upon actual costs as outlined in section 2.



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2. Utilities and Maintenance.

The TENANT shall be responsible for payment of all operations and maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this lease is established at **\$5.26/sf**. Thereafter these costs shall be revised annually and prorated per square foot based upon the previous year's actual cost of operating and maintaining the building. The total square footage of leased space is 54,784 square feet. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1st.

3. Condition of Premises.

The LANDLORD leases the Space "as is". TENANT shall be solely responsible for all associated costs for desired original and future build out of the Space; and plans for such build out must be reviewed for potential approval by LANDLORD. TENANT shall be solely responsible for insuring all improvements and contents of the Space, and shall name LANDLORD as an additional insured. .

LANDLORD shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LANDLORD shall, at its own expense, make normal repairs and maintain performance of the leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LANDLORD shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. TENANT and LANDLORD will perform a walk through to evaluate condition of the Premises prior to occupancy.

LANDLORD agrees to maintain the Premises in condition fit for their intended use and to make all necessary repairs of which LANDLORD is aware, including adequate heat and water, and a sound physical structure. Furthermore, LANDLORD will maintain the grounds and remove the common area rubbish, and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

LANDLORD agrees to fit out the space with features specified by the TENANT in order to prepare the room for use as a dance, exercise and program studio. In exchange for this work the TENANT agrees to provide up to 50 hours per year of community programming and lessons as well as studio time available for outside programs to utilize the space.



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4. Access to Premises.

The LANDLORD shall also have the right to enter upon the premises at all reasonable times to inspect same and to expel the TENANT if the TENANT shall fail to comply with or breach in any way this Lease. The LANDLORD shall provide the TENANT with reasonable notice of any inspections of or visits to the premises.

The LANDLORD shall work with the TENANT to coordinate the use of the leased space for other programs both done in cooperation with the TENANT and also for community benefit.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty including fire not arising as a result of the negligence or intentional conduct of the TENANT whereby the premises or any portion of them are destroyed or damaged so as to be unfit for use or occupancy, the LANDLORD specifically reserves the option of terminating this Lease. However, that in the event of total destruction or damage which is equivalent of total destruction, this Lease shall automatically terminate.

In the event these premises shall be taken either under threat of eminent domain or by eminent domain proceedings in whole then this Lease shall be terminated and the rent shall be pro-rated and returned to the TENANT as of the date of such taking. A condemnation award shall belong exclusively to the LANDLORD.

6. Use.

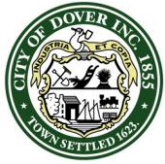
The TENANT shall only use the Space in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the Space shall be used for non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease.

At least sixty (60) 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 TENANT shall notify the LANDLORD in writing of the TENANT's intention to 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.

8. Subletting and Assignment.

TENANT shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LANDLORD.



CITY OF DOVER

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9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease, including, but not limited to, termination for failure of the TENANT to perform as required hereunder, there remains personal property of the TENANT in the Space, the LANDLORD is authorized to dispose of said property after giving written notice of its intent to do so to the TENANT at the last known address of the TENANT.

10. Default/Early Termination.

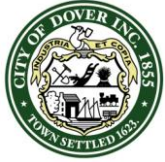
In the event the TENANT fails to perform its obligations under this Lease, this Lease is defaulted and the LANDLORD is entitled to immediate occupation and possession of the Space and the associated parking spaces. If the TENANT shall default in the observance or performance of any conditions or covenants on TENANT's part to be observed or performed, under or by virtue of any provisions of this lease, the LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expenses of the TENANT. If the LANDLORD makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LANDLORD as additional rent. In the event that there is damage to the Space due to the TENANT's actions or inactions, or the TENANT fails to make any utility payments when due, the Lease may be immediately terminated at the option of the Landlord.

Both the TENANT and the LANDLORD shall be bound to give a __ month vacancy notice if the terms of the Lease are to be broken by either party.

11. Indemnification.

TENANT agrees to pay, and to protect, defend, indemnify and save harmless LANDLORD from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Space;
- (ii) any act or omission of TENANT or its agents, officers or employees;
- (iii) violation by TENANT of any agreement or condition of this Lease; or
- (iv) violation by TENANT of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.



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12. Insurance.

Casualty and property insurance shall continue to be maintained on the subject property by the LANDLORD. TENANT shall procure and maintain in force, at its expense, during the term of this lease agreement, and any extensions of such term, liability and property damage insurance for the Tenant's leased space to be considered primary coverage. LANDLORD has no obligation for any loss to personal property. Proof of insurance shall be supplied to the LANDLORD at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

13. Liens and Encumbrances.

TENANT will not create or allow any lien, encumbrance or charge on the TENANT Space or on the McConnell Center or on the rents or income there from which may be superior to the LANDLORD's rights hereunder.

14. Parties Bound.

This Lease and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. Notice.

All notices by either party to be given with respect to this Lease shall be in writing and shall be given by first class mail to the addresses stated above.

16. Modification of Lease.

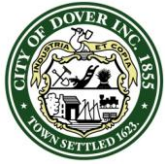
This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. Severability.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Agreement.



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19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

20. Security Deposit.

Upon execution of this Lease, TENANT deposits with LANDLORD _____, as security for the performance by TENANT of the terms of this Lease to be returned to TENANT, with interest, following the full and faithful performance by TENANT of this Lease. In the event of damage to the House caused by TENANT or TENANT 's agents or visitors, LANDLORD may use funds from the deposit to repair, but is not limited to this fund and TENANT remains liable.

21. Merger.

This Lease contains all terms and conditions agreed upon by the parties hereto and not other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this _____ day of _____, 2013.

NORTHEASTERN BALLET THEATER

Witness

Duly Authorized

Date

THE CITY OF DOVER

Witness

J. Michael Joyal

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2013.09.25 – 108**
Resolution Re: Financial Advisory Services B13074

WHEREAS: Sealed Request for Proposals B13074 were requested and received to enter into an agreement for Financial Advisory Services on July 23, 2013 at 10:00 am. The agreement shall be effective for a period of one (1) year with option to renew for four (4) additional one year terms. Four replies were received along with two no bids; and

WHEREAS: Three vendors were selected for interviews which were conducted on September 3, 2013. The City has determined after careful and lengthy review of the credentials and pricing structure offered by all the responding firms that the response from First Southwest Company is most advantageous and best meets the current and future needs of the city; and

WHEREAS: The City Council approved Authorizations for Bonding for FY13 and FY14 CIP projects and the City will be proceeding to issue bonds accordingly and has determined that use of financial advisory services is in the best interest of the City; and

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 First Southwest Company for Financial Advisory Services given the rates provided in conjunction with B13074. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

| Account | Description | Appropriation | Balance |
|-----------------------------|-----------------------------|---------------|-------------|
| 1000.1.190.41991.4312.00000 | Misc Gen Gov Management Svs | \$25,000.00 | \$25,000.00 |

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 9/19/13*
Daniel R. Lynch
Finance Director
Sponsored by: Mayor Dean Trefethen
By request

Approved for Legal Compliance: *Anthony J. Blenkinsop 9/19/2013*
Anthony J. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk
Karen Lavertu, Deputy 9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2013.09.25 – 108**
Resolution Re: Financial Advisory Services B13074

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 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.10.

Resolution Number: **R - 2013.09.25 – 108**
Resolution Re: Financial Advisory Services B13074

RESOLUTION BACKGROUND MATERIAL:

The past ten years the City has utilized financial advisory services to assist in the process of issuing general obligation bonds to finance major capital improvements and capital equipment purchases as approved in the City's Capital Improvements Plan.

The City wishes to utilize financial advisory services to assist in the process of issuing bonds to finance projects approved by City Council as part of the FY13 and FY14 CIP.

Sealed request for proposals for financial advisory services were requested and received from three firms: Eastern Bank, First Southwest Company, and The PFM Group.

The City has determined that First Southwest Company best meets the needs of the City for the following reasons:

The City of Dover is able to continue a long-term financial advisory service relationship. First Southwest Company has provided the City with financial advisory services during the past ten year period. Through the assistance of First Southwest Company during the past 10 year period the City's credit rating with Moody's has been upgraded from A3 to Aa3 and the rating with Standard and Poor's has been upgraded from A+ to AA. All 3 firms that responded noted that long-term relationships with clients insures the best financial advisory services are provided in the context of a long-term understanding/perspective of an issuer's financial position, long-term financial plans and its past and future capital projects.

First Southwest Company is knowledgeable about NH state laws regarding municipal bond issues (RSA Chapter 33 *Municipal Finance Act*) and provides service to other NH Cities such as Nashua, Keene, Portsmouth and Concord, as well as the NH Municipal Bond Bank, and Rockingham County. This will provide the City of Dover with an assurance that advice provided is consistent with state law and will allow for opportunity to draw upon the experiences of other NH cities issuing bonds and the bond issues completed through the NH Municipal Bond Bank. One of the other firms that responded has a total of 1 municipal client in NH, and the other firm that responded has a total of 7 municipal/county clients in NH.

First Southwest Company has been providing financial advisory services for 67 years. One of the other firms have been providing services in NH since 2008, the other firm has been providing services for the past 38 years.

First Southwest Company is a registered broker/dealer and therefore regulated by the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), and the Municipal Securities Rulemaking Board (MSRB). This function provides First Southwest with direct insight and experience with the bond market, market conditions and data, and potential market reaction to any innovative features bond issuers have in their official offering. First Southwest Company is a national firm, which allows them to obtain relevant information that affect the bond market throughout the USA. First Southwest Company appears to be better equipped to address the ongoing rating structure changes coming from Moody's and S&P. This should help the City to retain our current credit ratings.

The fee schedule provided by each firm is competitive for the size of bond issues the City will be offering. The City conducted reference checks with municipal entities that have experience with these vendors. First



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2013.09.25 – 108**

Resolution Re: Financial Advisory Services B13074

Southwest Company was noted as having a greater level of experience and knowledge working in NH and has assisted some communities with implementing legislative changes to improve municipal financing authority.

First Southwest Company provides additive services such as conducting marketing of an official offering, as well as arbitrage and rebate compliance that the City may utilize. First Southwest Company has a documented phased process for assisting municipalities with bond issues.

Award Information:

A purchase order will be issued to authorize this expenditure.

Purchasing Information:

| | | | |
|------------------------------------|-------------------------|-------------------------------------|---------------------------------------|
| Type: | Purchase order | Advertised: | Yes |
| Invitations Mailed: | 49 emailed/22 mailed | Number of Responses: | 4 and 2 NB |
| Warranty: | Meets Specifications | Terms: | Net 30, FOB Dover |
| Work Bonded: | No | Contract: | Yes |
| Prices will hold for: | Until Completion | Estimated Delivery: | As needed |
| Recommended Award to: | First Southwest Company | Fund: | Misc Gen Gov |
| Other Approvals Required: | No | References Checked: | Satisfactory |
| Previously Worked for City: | Yes | Reason for Council Approval: | Cost estimated at \$25,000 or greater |

Results and Vendor Solicitation List:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R – 2013.09.25 – 109**
Resolution Re: **The Sale of 99 Oak Street Property**

WHEREAS: The City is the owner of certain property identified as Map 25, Lot 43A, said property consisting of 5.5 acres, more or less, and the 6,000SF storage building on the property located at 99 Oak Street; and

WHEREAS: The City of Dover desires to sell the Parcel which is currently being used as municipal storage; and

WHEREAS: The City of Dover working with and through DBIDA, has a buyer for the Parcel, namely Paintworks Unlimited, LLC. The Buyer submitted a letter of interest for the Parcel; and, following receipt of a property appraisal and due consideration, the City has determined that the proposal by the Buyer is reasonable and appropriate in light of the City's Master Plan and its intentions for the further development and enhanced vitality of the City's Economic condition, and therefore is in the public interest; and

WHEREAS: The Buyer and the City wish to enter into an agreement pursuant to which the City shall convey the Parcel to the Buyer.

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

The City Manager is authorized to sign a Purchase and Sale Agreement regarding 99 Oak Street, said Agreement to be consistent with the language contained in the Background of this resolution

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 9/19/13* Daniel R. Lynch Finance Director Sponsored by: Dean Trefethen By request

Approved for Legal Compliance: *ATB 9/19/2013* Anthony I. Blenkinsop City Attorney

Recorded by: Karen Lavertu City Clerk
Karen Lavertu, Deputy 9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R – 2013.09.25 – 109**
Resolution Re: **The Sale of 99 Oak Street Property**

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:

See attached DRAFT copy of the Purchase and Sale Agreement

See attached Deed

PURCHASE AND SALE AGREEMENT

by and between

CITY OF DOVER, NEW HAMPSHIRE

and

PAINTWORKS UNLIMITED, LLC

Dated as of September 25, 2013

99 Oak Street

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated as of September 25, 2013 and is made by and between **CITY OF DOVER, NEW HAMPSHIRE**, a body corporate and politic, and a political subdivision of the State of New Hampshire (the "City") and **PAINTWORKS UNLIMITED, LLC**, a limited liability company organized under the laws of the State of New Hampshire (the "Buyer").

RECITALS

The City is the owner of certain property identified as Map 25, Lot 43A, said property consisting of 5.5 acres, more or less, located at 99 Oak Street, said site described more fully at Exhibit A (the "Parcel"). The Parcel is currently used as municipal storage.

The Buyer submitted a letter of interest for the Parcel dated August 22, 2013, and following due consideration, the City has determined that the proposal by the Buyer is an appropriate proposal in light of the City's Master Plan, and its intentions for the further development and enhanced vitality of the City's Economic condition, and therefore is in the public interest.

The Buyer and the City wish to enter into an agreement pursuant to which the City shall convey the Parcel to the Buyer.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the City and the Buyer agree, as follows:

DRAFT

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Purchase and Sale Agreement. Unless otherwise defined below, capitalized terms used herein shall have the meaning as set forth in this Agreement.

"Buyer" means PAINTWORKS UNLIMITED, LLC, a New Hampshire limited liability company with an address of 390 Sixth Street, Dover, New Hampshire, 03820, and its successors and assigns, where the context of this Purchase and Sale Agreement permits.

"City" means the City of Dover, New Hampshire having an address of 288 Central Avenue, Dover, New Hampshire 03820.

"City Council" means the City Council for the City of Dover.

"City Manager" means the City Manager for the City of Dover.

“*Deposit*” shall mean the Sixty Five Thousand Dollars (\$65,000.00) sum delivered to the City, as described in Article 4.03 of this Purchase and Sale Agreement.

“*Person*” means an individual, a corporation, a limited liability company, a partnership, a limited liability partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

“*Parcel*” means Map 25, Lot 43A, said property consisting of 5.5 acres, more or less, located at 99 Oak Street, Dover, New Hampshire.

“*Purchase and Sale Agreement*” or “*Agreement*” means this Purchase and Sale Agreement, by and between the City and the Buyer, as amended or supplemented from time to time.’

“*Purchase Price*” shall have the meaning set forth in Section 4.01 of this Purchase and Sale Agreement.

“*Underground Storage Tank*” shall mean a Three thousand (3,000) gallon +/- underground steel storage tank located on the northwest portion of the Parcel.

ARTICLE II

CONDITION PRECEDENT

Section 2.01 City Council Approval Required.

The parties acknowledge that unless and until the City Council approves this Purchase and Sale Agreement, pursuant to a duly noticed and authorized vote of the Council, this Purchase and Sale Agreement is not binding on the City. The failure or refusal of the Council to approve this Purchase and Sale Agreement shall mean that such Agreement is null and void and of no force or effect.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Buyer.

The Buyer represents warrants and covenants for the benefit of the City as follows:

(a) *Organization.* The Buyer is a limited liability company duly organized and validly existing under the laws of the State of New Hampshire and has the power and authority to own its properties and assets and to carry on its business in the State as now being conducted and as hereby contemplated.

(b) *Authority.* The Buyer has the power and authority to enter into and to perform its obligations under this Purchase and Sale Agreement, and has taken all action necessary to cause this Purchase and Sale Agreement to be executed and delivered, and this Purchase and Sale Agreement has been duly and validly executed and delivered by the Buyer.

(c) *Binding Obligation.* This Purchase and Sale Agreement is a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *No Conflict.* The execution and delivery by the Buyer of this Purchase and Sale Agreement and compliance with the provisions hereof, do not and will not in any material respect conflict with or constitute on the part of the Buyer a breach or default under any agreement or instrument to which it is a party or by which it is bound.

(e) *Litigation.* As of the date of this Purchase and Sale Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the Buyer: (i) in any way questioning the due formation and valid existence of the Buyer; (ii) in any way contesting or affecting the validity of this Purchase and Sale Agreement or the consummation of the transactions contemplated hereby; (iii) which would have a material adverse effect upon the financial condition of the Buyer or any of its principals, or its ability to perform its obligations under this Purchase and Sale Agreement.

(f) *Compliance with Laws.* The Buyer shall not, with knowledge, commit, suffer or permit any act to be done in, upon the Parcel in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Parcel.

Section 3.02 Representations of the City.

The City represents and warrants to the Buyer as follows:

(a) *Organization.* The City is a body corporate and politic and a political subdivision of the State of New Hampshire and has the full legal right, power and authority to enter into this Purchase and Sale Agreement, and to carry out and consummate the transactions on its part.

(b) *Authority.* Upon execution of this Purchase and Sale Agreement by the City Manager, the City, by all necessary official action of the City, shall have duly authorized and approved the adoption, execution and delivery by the City of, and the performance by the City of the obligations on its part contained in this Purchase and Sale Agreement, such authorizations and approvals shall be in full force and effect and shall not have been amended, modified or rescinded, and this Purchase and Sale Agreement shall have been duly executed and delivered and is enforceable against the City, subject to bankruptcy and other equitable principles.

(c) *Litigation.* There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the City: (i) in any way contesting or affecting the validity of this Purchase and Sale Agreement or the consummation of the transactions contemplated hereby; or (ii) in any way affecting the timely construction of the Project.

Section 3.03 No Implied Approvals by City.

Nothing contained in this Purchase and Sale Agreement shall constitute, be deemed to constitute or imply that the City Council, or any City board, department, office, or agency, officer, or employee of the City approves, authorizes, or consents to any action or activity within or required for the the Buyer’s intended use of the Parcel, whether now or in the future, including any land use approval, requirements for the provision of public utilities or services, or any administrative, judicial, quasi-judicial, or legislative action, unless and until such respective authorizations, approvals or consents are duly and properly issued by the City Council, and/or its respective board, department, office, agency, officer or employee.

Section 3.04 No Waiver of Ordinances, Rules or Regulations.

Nothing herein shall be construed as affecting the City's or the Buyer's rights or duties to perform their respective obligations and fulfill their respective responsibilities under any zoning ordinances, use regulations, building codes, or subdivision requirements, or any other laws, regulations, rules, codes or statutes relating to the Buyer’s intended use of or improvements for the Parcel.

DRAFT
ARTICLE IV
BUYER’S ACQUISITION OF PARCEL

Section 4.01 Acquisition Terms; Purchase Price

Upon satisfaction of the conditions set forth in this Article IV, the Buyer shall purchase and the City shall sell the Parcel. The purchase price for the Parcel is Six Hundred Fifty-six Thousand, Five Hundred Dollars (\$656,500.00) (the “Purchase Price”), to be paid at the Closing via a bank or certified check. The City shall convey the Parcel by quitclaim deed, conveying the Parcel “as is”, “where is”, and “with all faults”, as to its physical condition, and subject to any easements of record, including utility easements, as well as a City sewer line and related infrastructure, including catch basins, located on the Parcel.

The deed shall include:

- (a) A covenant benefitting the City prohibiting the Buyer, and its successors and assigns from conveying, transferring or assigning all or any portion of the fee ownership of the Parcel, including units created pursuant to any subdivision or

condominiumization of the Parcel, to a party exempt from ad valorem property taxation without the consent of and upon such terms and conditions as are acceptable to the City, in its sole discretion; and

- (b) A covenant, benefitting the City and abutting properties, prohibiting the Buyer and its successors and assigns from removing natural vegetation within fifty (50) feet of the existing southerly property line of the Tax Assessor's lot 25-43A; for a distance of approximately 476 feet from the Oak Street Right of Way to the northeast corner of Tax Assessor's lot 25-37, and requiring maintenance of the natural vegetation in said described area. Cutting shall be permitted for monumentation of lot boundaries and for the removal of vegetation which presents a hazard to person or property.

The Buyer acknowledges that the City has made no representations or warranties, express or implied, as to the Parcel, including but not limited to title, survey, physical condition, suitability or fitness for an particular purpose, building or zoning restrictions, value, or the presence or absence of hazardous substances.

Section 4.02 Closing Date and Location.

The closing date for the conveyance of the Parcel shall be at a date/time mutually agreed to by the parties and shall occur within thirty (30) days following the satisfaction of all contingencies in Article IV, but in any event, no earlier than October 8, 2013 and no later than October 30, 2013, TIME BEING OF THE ESSENCE (the "Closing Date"). If the Buyer is not in default of its obligations under this Agreement and is diligently performing all of its duties and obligations hereunder, the Closing Date may be extended in 30-day segments to a date mutually agreeable to the parties, not to exceed ninety (90) days. The Buyer shall pay the City the sum of Ten Thousand Dollars (\$10,000.00) for each 30-day extension, which payments shall be non-refundable and not applicable to the Purchase Price or to any other obligations of the Buyer pursuant to this Agreement. The Closing shall take place at City Hall in Dover, New Hampshire unless otherwise agreed to by the parties.

Section 4.03 Deposit.

The Buyer shall provide a deposit to the City in the amount of Sixty Five Thousand Dollars (\$65,000.00) (the "Deposit") upon execution of this Purchase and Sales Agreement. The Deposit shall be paid via a bank or certified check and shall be held by the City in an account bearing no interest for either party and shall be returned to the Buyer at the closing in the event of a purchase of the Parcel. In the event that the Buyer fails to close on the Parcel, the Deposit shall be retained by the City and not be refunded to the Buyer, except in the event of a breach of this Purchase and Sale Agreement by the City that results in a failure to close on the Parcel.

Section 4.04 Other Closing Terms and Conditions.

- (a) *Transfer Tax.* The Buyer shall be responsible for the payment of any and all transfer tax in connection with the conveyance of the Parcel to the Buyer.

(b) *Title.* If the Buyer determines that there are any matters of title affecting the Parcel which shall prevent or impede the Buyer from acquiring the Parcel, the Buyer shall provide written notice to the City, within thirty (30) days following the execution of this Purchase and Sale Agreement by the parties, TIME BEING OF THE ESSENCE, of the specific title matter(s) and the proposed resolution of the matter(s). Thereafter, the City shall have a reasonable period of time, not to exceed sixty (60) days, to cure such matter(s). If the Closing Date must be extended to accommodate the 60-day period for curing such title matter(s), the parties agree to extend the Closing Date for a period of fifteen (15) days beyond the expiration of the 60-day period for curing title. No payment for the extension of the Closing Date, based on title matters which the City must cure, shall be required. If the City elects not to undertake such cure or fails to effect a cure within such time period, then the Buyer may elect to purchase the Parcel with no reduction in the Purchase Price, failing which this Purchase and Sale Agreement shall terminate and the City shall return the Advanced Payment to the Buyer. The City shall convey the Parcel subject to all matters of title as of the expiration of the period for reviewing title, subject to any matters which the City satisfactorily cures.

(c) *Certificates, Opinions and Due Authority.* At the Closing, the Buyer shall deliver a certificate executed by the Buyer with attached organizational documents, authorizing resolutions and a certificate of good standing, in form and substance satisfactory to the City. Each party also agrees to deliver such other opinions, affidavits, disclosures, certificates and documents reasonably requested by the other respective party related to the Closing.

(d) *Risk of Loss.* Until the Closing, the City shall bear all risk of loss to the Parcel, and all costs and liabilities arising from the ownership of the Parcel.

(e) *Right of First Refusal.* In the event that following the acquisition of the Parcel, the Buyer wishes to convey, sell, transfer, or assign the Parcel, the City shall have the right of first refusal to re-acquire the Parcel. The Buyer shall provide notice, in writing, in the form and manner required by this Agreement, of its intended conveyance, transfer, sale or assignment, including the proposed purchase price and all terms and conditions of transfer/sale, and the City shall have fifteen (15) days to provide written notice of its intention of re-acquire the Parcel pursuant to those terms. In the event that the City elects to reacquire the Parcel, it shall close within sixty (60) days of its notice. The failure of the City to provide timely notice shall constitute a waiver of its right of first refusal. In the event that the Buyer modifies the terms and conditions of the intended transfer/sale, or in the event that the City declines to re-acquire the Parcel and the intended conveyance, transfer, sale or assignment fails to occur and the Buyer develops a new proposal for transfer/sale with materially different terms and conditions, the City shall again be notified, pursuant to its right of first refusal.

(f) *Underground Storage Tank.* Prior to the Closing the City shall remove the Underground Storage Tank located on the Parcel, the cost of said removal to be paid by the Buyer at Closing as part of the Purchase Price.

ARTICLE V

MISCELLANEOUS

Section 5.01 Agreement Termination.

In instances throughout this Purchase and Sale Agreement where a right of termination of this Agreement is provided, and unless otherwise stated in this Purchase and Sale Agreement, termination must be accomplished by a writing provided by the Buyer to the City within the deadlines set forth in the Purchase and Sale Agreement. Upon any such termination, neither party shall have any further rights or obligations hereunder except those obligations that expressly survive such termination.

Section 5.02 Release and Indemnification.

The Buyer releases the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, from, agrees that the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, shall not be liable for and indemnifies the City, the members of the City Council and the City's respective officers, attorneys, board members, agents and employees against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Buyer, its agents or anyone who is directly employed by Buyer in connection with the Buyer's performance of its duties and obligations under this Purchase and Sale Agreement, including any due diligence or inspections that the Buyer undertakes with respect to the Parcel until the Closing Date; provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Purchase and Sale Agreement, willful misconduct or fraudulent action of the City, the members of the City Council and/or the City's respective officers, attorneys, agents and employees.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the City, any member of the City Council or any officer, attorney, board member, agent or employee of the City, in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Buyer, and the Buyer upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceedings with counsel acceptable to both parties. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Buyer in writing, or (ii) the Buyer has failed to assume the defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Buyer, and such indemnified party may have one or more legal defenses available to it which are different from or additional to those available to the Buyer, in which case, if the indemnified party notified the

Buyer in writing that it elects to employ separate counsel at the Buyer's expense, the Buyer shall not have the right to assume the defense of such action on behalf of such indemnified party and the Buyer shall be responsible for payment of the fees and expense of such separate counsel.

The indemnifications set forth above are intended to and shall include the indemnification of all affected officials, attorneys, agents, board members, officers and employees of the City, respectively, and each and all of their successors and assigns. Those indemnifications and any other indemnifications provided for herein are intended to and shall be enforceable by each and every indemnified party to the full extent permitted by law and shall survive the termination of this Purchase and Sale Agreement.

Section 5.03 Notices.

Any notice, payment or instrument required or permitted by this Purchase and Sale Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

City: City Manager
City of Dover, New Hampshire
City Hall
288 Central Avenue
Dover, New Hampshire 03820-4169

With a copy to: General Legal Counsel
City of Dover, New Hampshire
City Hall
288 Central Avenue
Dover, New Hampshire 03820-4169

Buyer: PAINTWORKS UNLIMITED, LLC
390 Sixth Street
Dover, New Hampshire 03820

With a copy to: _____

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 5.04 Severability.

If any part of this Purchase and Sale Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Purchase and Sale Agreement shall be given effect to the fullest extent possible.

Section 5.05 Successors and Assigns.

This Purchase and Sale Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Assignment of this Agreement by the Buyer shall not be permitted without the prior written consent of the City. In connection with any such consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Buyer hereunder or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment of this Agreement shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved by the City.

Section 5.06 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Purchase and Sale Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Purchase and Sale Agreement thereafter.

Section 5.07 Merger.

No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Purchase and Sale Agreement shall be binding.

Section 5.08 Parties in Interest.

Nothing in this Purchase and Sale Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Buyer any rights, remedies or claims under or by reason of this Purchase and Sale Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Purchase and Sale Agreement contained by or on behalf of the City or the Buyer shall be for the sole and exclusive benefit of the City and the Buyer.

Section 5.09 Amendment.

This Purchase and Sale Agreement may be amended, from time to time, by written supplement hereto and executed by both the City and the Buyer.

Section 5.10 Time is Of the Essence.

The parties acknowledge that TIME IS OF THE ESSENCE in the timely performance of such duties and obligations under this Agreement.

Section 5.11 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots insurrection, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 5.12 Counterparts.

This Purchase and Sale Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.13 Effective Date.

This Purchase and Sale Agreement shall be effective as of the dated date of this Purchase and Sale Agreement.

Section 5.14 Default.

In the event of a default by a party, and unless otherwise specified in this Purchase and Sale Agreement, the non-defaulting party shall have any and all rights and remedies under this Agreement, at law or in equity, including the right of specific performance.

Section 5.15 Broker.

Neither party has employed the services of a broker, finder or other person in connection with the transactions contemplated pursuant to this Purchase and Sale Agreement, and each party agrees to indemnify and hold the other harmless on account of any loss, expense, liability or damage, including reasonable attorney's fees, incurred by reason of its breach of this paragraph.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the day and year first above written.

CITY OF DOVER, NEW HAMPSHIRE

By: _____
Name: J. Michael Joyal, Jr
Title: City Manager

PAINTWORKS UNLIMITED, LLC

By: _____
Name:
Title:

DRAFT

Exhibit A

Property Description

(See attached)

DRAFT

DRAFT

WARRANTY DEED

That The State of New Hampshire, Adjutant General's Department (Grantor) with an address of the State Military Reservation, 4 Pembroke Road, Concord, County of Merrimack and State of New Hampshire, for consideration paid, grant to the City of Dover (Grantor), with an address of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire

A certain tract or parcel of land situated on the Westerly side of Oak Street Extension, so called, bounded and described as follows:

Beginning on the West side of Oak Street at a steel stake, with cap marked "Davis Engr., Dover, N.H.", at the Northeast corner of land, now or formerly, owned by Georgianna Corson; (For further reference see Strafford County Registry Book 710, Page 407); thence running along the Westerly side of the right of way of said Oak Street North $0^{\circ} 29'$ West seven hundred (700) feet to a stake; thence South $89^{\circ} 31'$ West three hundred sixty (360) feet along land of the City of Dover to a stake; thence running South $6^{\circ} 57'$ West five hundred fifteen and seven one-hundredths (515.07) feet along land of the City of Dover to a steel stake on the Northwest corner of land, now or formerly, owned by Cornelius Tucker, said steel stake is also situated at the Northeast corner of land, now or formerly, of Marion B. Adams; thence running South $66^{\circ} 34'$ East four hundred sixty-six and eighty one-hundredths (466.80) feet along land of said Tucker land, now or formerly of Anna Beaulieu, Mary Louise Batchelder, John Perry Lawry, Daniel McDevitt and land of Georgianna Corson, to the point begun at.

Meaning and intending to convey the same premises conveyed to the State of New Hampshire by deed of the City of Dover dated December 14, 1960 and recorded at the Strafford County Registry of Deeds at Book 728, Page 385 AND CORRECTIVE DEED dated April 29, 1961 recorded at the Strafford County Registry of Deeds at Book 731, Page 417.

IN WITNESS WHEREOF, I, Stephanie L. Milender duly authorized on behalf of The State of New Hampshire, Adjutant General's Department have hereunto set my hand this 24 day of April, 2013.

THE STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT

Dated: April 24, 2013.

By: Stephanie L. Milender
Duly Authorized

THE STATE OF NEW HAMPSHIRE
Merrimack, ss.

On the 24 day of APRIL, 2013 the undersigned officer, personally appeared STEPHANIE L. MILENDER on behalf of The State of New Hampshire, Adjutant General's Department known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Helen Champa
Notary Public

HELEN CHAMPA, Notary Public
My Commission Expires February 11, 2014





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013.09.25 – 110**
Resolution Re: **ESTABLISHMENT OF FY 2014 EXPECTATIONS BY
MAYOR AND CITY COUNCIL FOR CITY MANAGER**

WHEREAS: Well thought out and clearly defined expectations by the Mayor and City Council for the City Manager will aid in the establishment of an effective Council-Manager relationship; and

WHEREAS: An effective Council-Manager relationship will support the further prosperity and growth of the Dover community; and,

WHEREAS: The Dover City Council and City Manager are committed to efficiently and effectively meeting the increasingly complex and diverse needs of the Dover citizens; and,

WHEREAS: The Dover City Council and City Manager have proactively discussed ongoing expectations and priorities for the coming year;

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

The Mayor and City Council establish the attached list of ongoing expectations for the City Manager during the ensuing year.

AUTHORIZATION

Daniel R. Lynch 9/19/13
Approved as to Funding: Daniel R. Lynch Sponsored by: Mayor Dean Trefethen
Finance Director

Approved as to Legal Compliance: *ATB 9/19/2013*
Anthony Blenkinsop
General Legal
Counsel

Recorded by: Karen Lavertu
City Clerk

Aaron Mastella, Deputy
9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013.09.25 – 110**
Resolution Re: ESTABLISHMENT OF FY 2014 EXPECTATIONS BY
MAYOR AND CITY COUNCIL FOR CITY MANAGER

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

| VOTING RECORD | | |
|--|-----|-----|
| Date of Vote: | YEA | NAY |
| 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 – 2013.09.25 – 110**
Resolution Re: ESTABLISHMENT OF FY 2014 EXPECTATIONS BY
MAYOR AND CITY COUNCIL FOR CITY MANAGER

RESOLUTION BACKGROUND MATERIAL:

The following expectations are established for the City Manager through FY2014 to be evaluated during the City Manager's annual performance evaluation.

1. Continue to carefully monitor the FY2014 budget and report on any financial concerns as they may arise during the course of the fiscal year. Propose new revenue sources not related to current fees or property tax.
2. Develop and present a proposed FY2015 budget prior to April 15, 2014 in accordance with the tax cap and with guidance to be provided by the City Council. Continue to further development of priority based budgeting process.
3. Continue to communicate with the community at large through means deemed appropriate along with exploring new methods to increase citizen engagement via interaction and participation of citizens in local governance and community forums.
4. Keep the City Council informed regarding community problems and actions taken.
5. Keep response time to citizen concerns reasonable and follow-up on what has been done by departments to meet their needs.
6. Attend workshops and participate in other education opportunities to support ongoing professional development. Inform City Council of City Manager's professional development activities as completed, verbally, via City Manager's Report. Also, inform City Council of department head professional development activities via written City Manager's Report.
7. Continue to develop working relationships with other governmental entities for potential cost savings opportunities and efficiencies in service delivery including regionalization of services that may be appropriate at the County and/or State level, as well as with neighboring communities. Provide periodic reports to the City Council.
8. Continue to support a closer working relationship with the School Department and all other City Departments. Further explore and pursue opportunities where City and Schools can combine and/share services for the benefit of the community and invite the school department to participate in efforts to implement best management practices. Provide periodic reports to the City Council.
9. Continue to advocate for and pursue economic development opportunities throughout the community in conjunction with local economic development groups and business organizations that support the retention and expansion of existing business along with the location of new businesses. Coordinate the development of public and private partnerships furthering downtown infill development including increased public parking capacity and the establishment of a new business park location that will allow for additional construction of new commercial and industrial facilities in the community expanding the property tax base.
10. Provide quarterly reports of energy savings realized from ongoing energy efficiency improvements.
11. Prepare annual tax cap calculation, develop a five year municipal budget forecast and present a financial policy scorecard prior to February 28, 2014 reflecting continuing budget efficiencies going into the FY2015 budget season.
12. Update and post online the pavement management plan and 3 year pavement overlay schedule, reflecting adjustments required by currently available funding levels prior to December 31, 2013.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013.09.25 – 110**
Resolution Re: **ESTABLISHMENT OF FY 2014 EXPECTATIONS BY
MAYOR AND CITY COUNCIL FOR CITY MANAGER**

13. Develop and present a proposed six-year CIP program that conforms with the adopted financial policies and seeks to maintain new debt service requirements at or below the amount being retired each year or highlight where that is not being met and why. Present prior to October 31, 2013.
14. Continue to participate with Great Bay Coalition Communities in advocating and pursuing an appropriate means of ensuring water quality throughout the Great Bay estuary via an adaptive management approach that supports responsible and scientifically justified permit requirements for the operation of the wastewater treatment plant and stormwater management.
15. Begin negotiations of new collective bargaining agreements that continue to adhere to the City's established labor policy ensuring competitive market pay and benefit levels that are neither the highest nor the lowest for comparable public and private sector positions. Provide comparative compensation analysis and periodic status reports to the City Council.
16. Develop and coordinate an initial orientation program for the incoming 2014-2015 City Council and School Board prior to 12/31/2013 in accordance with the requirements of the City Charter. Incorporate current City Council and School Board input in developing program materials and content.
17. Identify opportunities and pursue implementing cost saving technology innovation that improves the convenience of doing business with our local government while also supporting efficient and effective municipal operations.
18. Develop plan for improving heating, ventilating and air conditioning in the City Council Chambers
19. Identify and report on suitable methods for turf management treatments of public green spaces that are cost effective and environmentally sustainable.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2013.09.25 – 111**
Resolution Re: Authorization to Establish a 457 Plan for the position of
City Manager

WHEREAS: The City of Dover currently has available a 457 plan through ICMA-RC that allows individual employees to defer a limited portion of their compensation on a pre-tax basis for future withdrawal; and

WHEREAS: The existing employment agreement between the City of Dover and the City Manager allows the City Manager, whom serves as the chief executive officer of the City corporation and is the sole employee of the City Council, to have the opportunity to access a 457 plan through ICMA-RC in order to also defer a limited portion of compensation on a pre-tax basis for future withdrawal; and

WHEREAS: Establishing a 457 Plan for the position of City Manager will satisfy the terms of the existing employment agreement and specifically allow for loans to be made from the accumulated balance previously contributed by the City Manager;

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

The City is hereby authorized to establish a 457 Plan for the position of City Manager that will permit loans from the participant's accumulated balance in accordance with the applicable tax code.

AUTHORIZATION

Daniel R. Lynch 9/19/13
Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Dean Trefethen
By Request

Approved for Legal Compliance: *[Signature]*
Anthony I. Blenkinsop
General Legal Counsel *9/19/2013*

Recorded by: Karen Lavertu
City Clerk

[Signature]
Annie Mustretta, Deputy
9/19/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2013.09.25 – 111**
Resolution Re: Authorization to Establish a 457 Plan for the position of City Manager

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 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. | | |

RESOLUTION BACKGROUND MATERIAL:

The purpose of this resolution is to authorize the City to establish a 457 Plan with ICMA-Retirement Corporation specific to the position of City Manager. The Plan would permit loans, which would be authorized based on the participant's vested plan balance and in accordance with Section 72 (p)(4) of the IRS Code.

This resolution does not increase the compensation of the City Manager nor change any amount of appropriations already adopted by the City Council.



City of Gifu

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Gifu City, Gifu 500-8701 JAPAN
Tel/Fax: +81-58-263-1741

細江 茂光
Shigemitsu Hosoe
Mayor

International Affairs Division

September 3, 2013

Hon. Dean Trefethen
Mayor of the City of Dover, U.S.A

I hope this finds you well, and I would like to send you my greetings in regard to this visit to your city by the members from The Friendship Force of Gifu (TFF Gifu).

Gifu City is situated in roughly the center of Japan, and has a population of approximately 420,000. A mountain covered with lush greenery called Mt. Kinka stands in the central area of the city, and by its base flows the Nagara River. For more than 1,300 years the tradition of cormorant fishing has been carried out on this river. Gifu has the functions of an urban city while maintaining its abundant nature and traditional culture.


Approximately 50 families from both Gifu City and neighboring cities are currently members of TFF Gifu. Through yearly visits to and from Friendship Force Clubs around the world, and through staying in one others' homes and sharing one others' lifestyles, these members are strengthening mutual understanding.

On this trip 14 members will stay in the homes of club members in your city for one week. I am sure that being able to experience their host family's lifestyle and visiting the sights of your city in the crisp autumn climate will create everlasting memories for the participating TFF Gifu members.

This kind of grass-roots level exchange will contribute to international understanding between the citizens of both of our cities, and I hope this visit by TFF Gifu to Dover will be a rewarding experience.

I'd like to finish by wishing for the good health of both yourself and the citizens of the City of Dover, and for the further prosperity of your city.

Sincerely,



Shigemitsu Hosoe
Mayor of Gifu City, Japan



September 16, 2013

**Dover City Council
City of Dover
288 Central Avenue
Dover, NH 03820**

Dear Council Members::

Comcast is pleased to announce that it will continue to provide high-speed Internet service to **Dover** schools, and your local library, free of charge again this year, continuing the company's tradition of putting its advanced fiber technology to work for the communities we serve.

Comcast has offered free high-speed Internet service to schools, libraries and Boys & Girls Clubs across the region since our arrival in 2003. Comcast also uses an advanced fiber-rich network to deliver free cable television service to schools and other public buildings in **Dover**. The company's broadband contribution in **Dover** alone has an annual value of more than **\$13125.5999**.

Additionally, Comcast recently launched Internet Essentials, a program which provides families with children who are eligible to receive free lunches under the National School Lunch Program (NSLP) with low-cost Internet service, affordable computers and digital literacy training. The goal of Internet Essentials is to help close the digital divide and ensure more Americans benefit from all the Internet has to offer. The national program addresses what research has identified as the three primary barriers to broadband adoption – 1) a lack of understanding of how the Internet is relevant and useful; 2) the cost of a home computer; and 3) the cost of Internet service. The launch of this program has been a collaborative effort with schools, community leadership and community based organizations throughout the country. To learn more, please visit www.internetessentials.com.

Comcast is focused on delivering the best in innovation, information and entertainment to our customers in **Dover** and across the region. We are committed to using our resources to make meaningful investments in communities where our customers and employees live and work. Comcast is pleased to help make a difference in schools and libraries by providing fast and reliable video and high-speed Internet connections.

As always, it has been a pleasure working with your community and we look forward to continuing our support of **Dover** for years to come.

Sincerely yours,

Bryan Christiansen

Bryan Christiansen
Senior Manager, Government and Regulatory Affairs
Comcast – Greater Boston Region