



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, November 13, 2013**
Meeting Time: **7:00 pm**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL ATTENDANCE**
5. **PROCLAMATIONS/AWARDS – None**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
 - A. **CHAPTER 1 – GENERAL PROVISIONS (et al)**
SPONSORED BY COUNCILORS CHENEY, WEEDEN, AND WESTON
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. **October 16, 2013 – Workshop with Planning Board**
 - B. **October 23, 2013 – Regular Session**
11. **MAYOR’S REPORT**
12. **UNFINISHED BUSINESS**
 - A. **ORDINANCES IN THE 2nd READING – None**
 - B. **ORDINANCES IN THE 3rd READING**
 1. **CHAPTER 1 – GENERAL PROVISIONS (et al)**
SPONSORED BY COUNCILORS CHENEY, WEEDEN, AND WESTON
 - C. **RESOLUTIONS – None**



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13. NEW BUSINESS

A. CONSENT CALENDAR

1. **TAG: St. Jude's Children's Hospital**
2. **RESOLUTION: OFFICE SUPPLIES WB MASON**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
3. **RESOLUTION: APPROVAL OF BeFREE COMMUNITY CHURCH LEASE, McCONNELL CENTER, ROOM 340**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
4. **RESOLUTION: APPROVAL OF WALTERS DISC GOLF EMPORIUM, LLC LEASE, AT THE BELLAMY PARK BUILDING**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

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

B. RESOLUTIONS

1. **ACCEPT DOWNTOWN RECREATION IMPROVEMENTS**
SPONSORED BY COUNCILOR WEEDEN
2. **HUGGINS TRUST CONSERVATION EASEMENT, DOVER – AMENDMENT**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
3. **ENVIRONMENTAL PROJECTS CONSULTING SERVICES AGREEMENT**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
4. **ECONOMIC DEVELOPMENT SERVICES AGREEMENT**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
5. **MERIT PLAN AMENDMENT – PART-TIME DEFINITION**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST



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- 6. ADOPTION OF FY2015-2020 CAPITAL IMPROVEMENTS PROGRAM
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 4, 2013 AND
COUNCIL VOTE ON DECEMBER 11, 2013)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**
- 7. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM –
NON-DEBT FINANCED PROJECTS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 4, 2013 AND
COUNCIL VOTE ON DECEMBER 11, 2013)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**
- 8. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM AND
AUTHORIZATION FOR BONDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 4, 2013 AND
COUNCIL VOTE ON DECEMBER 11, 2013)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE

- A. Letter from Planning Director Parker dated October 23, 2013.**
- B. Letter from Xfinity dated October 31, 2013.**

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT

CITY MANAGER'S REPORT



November 13, 2013

"Challenges are what make life interesting and overcoming them is what makes life meaningful."

- Joshua J. Marine

SUBMITTED BY:

J. MICHAEL JOYAL, JR.
CITY MANAGER

**CITY OF
DOVER, NH**

AVAILABLE ONLINE:

WWW.DOVER.NH.GOV

STREETS, WATER, SEWER UPDATES

Utilities:

Utilities Crews completed the annual directional flushing program. During this program crews clean each piece of flushable water main, as well as closing and opening water gates to isolate water mains. Flushing also provides for testing of each hydrant in the system for proper operation. During the flushing procedure 20 hydrants were marked for repair.

The Utilities Division experienced several water breaks during the flushing process. On Washington Street a 10" x 6" tee separated, on Grove Street there was an 8" cast iron lateral crack in the main, on Locust Street an 8" cast iron lateral crack was found in the main, and on Court Street a 6" cast iron lateral crack was found in the main. All water breaks were repaired by utility crews.

A service leak was discovered and repaired at 125 Silver Street on the city side of the line. A temporary repair was performed. This line will be abandoned as part of the Silver Street reconstruction.

Crews replaced a service line and curb stop at 177 Central Avenue. Crews replaced a curb box at 44 Tofftree Lane and repaired a pin hole in the copper at 1 Freshette Road. Twenty feet of line was replaced at 251 Knox Marsh Road where the original line was damaged by a private contractor. A break occurred at Garrison Woods which was repaired by private developer and at 16 Linda Avenue, a private service was repaired by the owner.

Crews began winterizing hydrants and will continue through the month of November. Crews replaced and relocated a hydrant on Tolend Road as part of the Tolend Road reconstruction. A hydrant shaft was replaced on the hydrant located at 530 Central Ave after being hit by an automobile.

A sanitary survey was conducted by the New Hampshire Department of Environmental Services on the wells, water storage tanks and distribution system. Supervisors and the Community Services Director met with state representatives during the survey and discussed potential grants and SRF funds.

Sewer back-ups were reported at 10 Forest Street and Plaza Drive. Crews cleaned the main to the dead end on Forest Street. The Back-up was the result of the owner's sewer service. Plaza Drive is on the list to be TV inspected.

Streets/Stormwater:

Crews installed a new catch basin on Nile Street and paved a swale to the basin. A catch basin on Chapel Street was replaced with a new structure and a repair was done to two structures on Portland Avenue. A drainage swale was repaired at 9 Brickyard Drive. Manhole frames were repaired by crews on Florence Street, Penny Lane, Bellamy Road, Prospect Street, Nile Street, Hartswood Road, Portland Avenue, Crosby Road and Maplewood Avenue.

Crews graded road shoulders on Iona Avenue and Tolend Road. Washouts were repaired with rip rap on Portland Avenue and Chapel Street.

Sidewalks were repaired at 250 and 547 Central Avenue and 42 Third Street. Curb was raised and sidewalks were also repaired in front of St. Mary's Church on Chestnut Street.

The Highway Division continues to patch various potholes throughout the city. Tri-State Sealcoat and Paving continued with the cut and patch program repairing bad sections of streets prior to the winter season. Tri-State also repaired driveway aprons by removing damaged material and repaving at 42 Third Street, 213 Locust Street, 132, 547, 555, 557 Central Avenue and areas of Maplewood Avenue.

Crews continued working in the pit mixing gravel materials. They also assisted in loading trucks for other division's projects. Crews hauled gravel materials from the vendor to the stock bins located at the Public Works Facility on Mast Road. Work also began on mixing sand and salt to prepare for the winter season.

Crews also continued with sweeping of the downtown area removing debris as needed. A beaver dam was removed once again on Crosby Road. Sand bags were placed at 9 Hillcrest Drive to aid with flooding issues.

A new Christmas tree stand was constructed and installed in Henry Law Rotary Park. The stand was designed and fabricated by Public Works Supervisor Joe Boucher.



Public Works Supervisor
Joe Boucher



Tree stand installed at Henry Law Rotary Park

PROGRAMS AT CITY CENTERS/BUREAUS

Investigations/Legal Bureau: During the month of October 2013, there was one letter generated by the Dover Police Special Investigations Unit that was sent to a licensed liquor establishment in Dover. On a monthly basis, the letters are sent as a result of analysis of police reports involving overly intoxicated persons. When it is determined an overly intoxicated person had been over-served, a letter is sent from the police department to the establishment. The letter, along with the police report, is also sent to the NH Liquor Commission's Bureau of Enforcement.

A total of sixteen registered sex offenders were processed during the month. The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration, and can also include a change of address or other information that must be updated.

The Dover Police Department's Special Investigations Unit and Crime Scene Unit continue the investigation into the murder of a University of New Hampshire student that occurred in Dover in October 2012. In September, a Strafford County Grand Jury indicted the accused murderer in the case on an additional charge of conspiring to hinder his prosecution.

During the month of October, the Dover Police Department's Special Investigations Unit, working in conjunction with the Crime Scene Unit and the New Hampshire State Police Major Crimes Unit, investigated an incident where a Northway Circle man assaulted a neighbor with a hammer and then shot at responding police officers on September 30, 2013. The officers returned fire and the situation became a "standoff" requiring the response of the Strafford County Regional Tactical Operations Unit. Ultimately the suspect took his own life. The investigators from the Dover Police Department and the New Hampshire State Police investigated the entire incident and presented the information gathered to the New Hampshire Attorney General's Office, who ruled the use of force by the responding officers as justified.

Also during October, SIU detectives investigated a brawl at a local bar that left one man with a significant slash wound caused by a knife. This incident has resulted in a major investigation that is still ongoing.

Working in conjunction with the CSU and the DPD's Accident Reconstruction Team, SIU detectives are investigating an October motor vehicle crash that claimed the life of a local man. That investigation is ongoing.

The SIU also investigated two unattended deaths that occurred during October 2013.

Parking: Monadnock Regional Development, which was hired by the city to conduct an evaluation of Tax Increment Financing (TIF) and Traffic Oriented Development (TOD) options, has completed its interviews of business owners, developers, City Council members and other community leaders. Establishment of a TIF district would allow the City Council to designate funds from the increased tax value of designated properties for specific infrastructure improvements. The recommendation of an administrator or TIF district advisory board would not add any staff positions or payroll. These duties are generally assigned to current city staff and members of volunteer boards.

Software has been purchased to assist the City Clerk's office in identifying those who have unpaid parking tickets while registering a vehicle. This automatic alert system will alleviate the need for personnel to check a list each time a registration is completed. Persons who owe parking tickets and are trying to register their car online will be directed to contact the Clerk's office. This software will also allow residents to pay fines while in the City Clerk's office for other activities and save a trip to the Police Department.

At their October 10th meeting, the Parking Commission heard from numerous business owners about food vendor trucks in the downtown. Concerns were raised about trash left by vendor truck patrons, noise from generators, and use of parking spaces in front of or near competing and non-competing businesses. Attorney Blenkinsop will be invited to the next meeting to discuss options the city might consider.

Traffic Bureau: Sgt. Speidel coordinated traffic control for the Greater Dover Chamber of Commerce's annual Apple Harvest Day festival on October 5. This year's event is believed to have attracted record crowds due to the fair weather. There were also well over 700 registered participants who completed the annual Apple Harvest 5K road race. Sgt. Speidel worked closely with Chamber staff and committee members and handled various festival and race logistics involving the Police Department. This included the advance deployment of barricades and signs to facilitate temporary parking restrictions, traffic diversions, and safe traffic flow, and the assignment of police officers to key intersections to manage the heavy flow of traffic.

Sgt. Speidel, Captain Terlemezian and Officer Lazos participated in Woodman Park Elementary School's celebration of International Walk to School Day on October 9. The police joined students, parents, school staff, and several other community leaders in "walking school bus" parades that began at three predetermined locations to converge on and end at the school with a rally to start the school day.

Sgt. Speidel worked closely with organizers of the third annual Horne Street School PTG 5K Road Race on October 20. This event attracted about 400 participants. Sgt. Speidel coordinated the advance posting of temporary parking restrictions, deployment of traffic control equipment, and assignment of police and volunteer traffic personnel.

The Traffic Bureau provided temporary traffic signs to help facilitate a traffic detour in the Horne Street neighborhood between October 18th and 22nd to allow the City's contractor to perform necessary drainage work.

Sgt. Speidel coordinated all traffic control particulars for the inaugural Trick or Trot 5K race to benefit the Dover Soccer Association on October 27th. This event drew at least 220 registered participants, and is expected to grow in future years with the development of a Dover road race series. Sgt. Speidel coordinated the deployment of directional signs, barricades and cones to facilitate road closures and traffic diversions, scheduling and assignment of police personnel, and coordinating with event organizers on other logistical matters.

On October 30, Dover officers participated in the Operation Safe Commute statewide coordinated initiative. The date was selected by the New Hampshire Highway Safety Agency. Extra traffic patrols were performed during peak commuting hours under a contract from NHSA which reimburses the agency's personnel costs. Targeted violations included moving violations – including speeding - tending toward aggressive driving behavior or distracted driving.

Sgt. Speidel and Captain Terlemezian assisted school staff with traffic control to facilitate the annual Garrison Elementary School Harvest Costume Parade on October 30.

In addition to the events noted above, the Traffic Bureau helped coordinate or provided equipment to facilitate event parking, road closures, or other traffic control particulars for the following events during the month of October:

American Cancer Society road toll fundraiser, Oct. 6
Seacoast Growers Association Farmer's Market on Sixth Street (Oct. 2, 9, 16)
Dover area Religious Leaders Association Crop Walk for Hunger, Oct. 13
Dover Parents Music Club (DHS) Marching Band Show, Oct. 19
American Cancer Society Making Strides Against Breast Cancer walk, Oct. 20
Dover Listens candidate forum, Oct. 22

Patrol: During the month of October, officers handled a total of 2,233 incidents.

On October 7, 2013 Officers responded to a motor vehicle collision involving two vehicles as the intersection of Portland Avenue and Oak Street. One vehicle operator was killed in the crash and the other was seriously injured. Initial responding officers assisted the Fire Department in treating the injured, detoured traffic and maintained the integrity of the scene. Officers assigned to the Dover Police Technical Accident Reconstruction Unit were called to the scene for further investigation. The cause of the crash remains under investigation.

Diversion Program: The Diversion Committee met on Thursday, October 3, 2013. As a result of this meeting and action through the rest of the month, the following case breakdown remains:

- (0) cases in active Diversion Contracts
- (4) successful completion and release
- (0) new cases heard
- (0) new case awaiting review for the October 3rd meeting.

The next planned meeting for the Dover Court Diversion Committee is:
Thursday, November 21, 2013.

Dover Housing Authority: During the week of October 28th, Officer Joslin began teaching DARE to four fifth grade classes at the Dover Middle School and will continue for the next nine weeks.

Officer Joslin has begun preparations for several holiday events including the annual food basket program, DHA Thanksgiving Dinner at the SOCC and identifying needy families for the annual Thanksgiving Dinner at Blue Latitudes.

Also during the month, Officer Joslin met with the new teachers and students at the Strafford County Head Start Program. He took the opportunity to introduce himself to the group and explain his role in the neighborhood.

Officer Joslin also met with several teachers and students of CATA at their Halloween Dance that was held at the SOCC on Hampshire Circle. While speaking with the teachers and students, Officer Joslin was told that there had been no issues with the school moving into the SOCC despite the initial concerns.

Community Service Program: The Community Service program tracked four active participants in the month of October 2013. Of the four youths in the program, one participated during the month. A total of 4 hours of community service work was completed. However, all four of the participants have finished his/her allocated hours by completing their commitments at other assignments and having those hours verified.

So far in 2013, 132 hours of community service have been completed.

Dover Coalition for Youth: On Saturday October 26th the Coalition and the Dover Police Department partnered with the Drug Enforcement Administration to host the semi-annual drug take back event. The event resulted in 9 boxes totaling 246 pounds of unused and unneeded medications being collected.

This is the 7th take back event that Dover has participated in and they continue to prove to be successful. Over the course of the last 4 years these events have collected over 1,000 pounds of medication.

The Coalition has been working with the student leadership council in order to continue to work toward implementing the concepts of Life of an Athlete. Life of an Athlete is a prevention/intervention based program used by athletes from youth sports to professional sports. It centers on educating athletes, coaches and parents about lifestyle issues, including substance abuse, that impact mental and physical performance.

The Coalition continues to work with area landlords in order to educate them and their tenants in an effort to reduce underage drinking in rental units. The Coalition plans to participate in an upcoming UNH housing fair where they will be distributing materials for landlords and tenants on the subjects of party hosting and underage drinking.

Dover Youth to Youth: The state of Georgia selected Youth 2 Youth as their trainers for their new underage drinking initiative. They hope to involve their youth in developing a media campaign that counters the alcohol advertising that teens are exposed to. They held the training on October 5th and 6th in Atlanta and a six person training team from Y2Y traveled there to work with 40 youth and adults from 2 counties in Georgia. The attendees were trained in: techniques to produce radio public service announcements (PSAs), effective vocal techniques, and principles for developing an effective message in various types of media. Teams of Georgia students practiced modifying scripts originally created by Dover students, as well as coming up with ideas for their own original PSAs. The State of Georgia paid all of the expenses for the weekend trip including travel, food, and lodging.

The Garrison School received Medicine Safety presentations from Y2Y students on October 21st, 23rd, 24th, and 25th in the K level health classes.

On October 17, 2013, Dover Youth to Youth received the *Youth in Action Award* from New Futures at their annual recognition event at the Grappone Center in Concord, NH. New Futures is a large, statewide non-profit dedicated to substance abuse. Thirteen students from Youth to Youth attended the event with staff and received the award. In presenting the award, New Futures staff emphasized Youth to Youth's statewide impact through its media campaign which is based in Dover but is heard throughout most of New Hampshire. Y2Y was also complimented for its recent achievement of creating two broadcast quality TV spots and for being recognized by the State of NH as an evidence-based program. The two video PSAs were played for the large audience of prevention professionals from around the state.



At a recent awards ceremony to receive the 'Youth in Action' award were, front, from left, Youth to Youth members Grace Roy, Billy Schultz, John Nash, Ava Dobson, Kylan Mastro, Angelina Piscitello, Violette Ramy, New Futures Executive Director Linda Paquette, and State Sen. David Watters; and back, from left, Youth to Youth members Hannah O'Connor, Avery Munoz, Nick Piscitello, Youth to Youth coordinator Dana Mitchell, Jordan Schneider, Alec Willett, and Conor Wiley.

The Dover Youth to Youth program has been selected to receive a grant from the Greater Seacoast United Way in the amount of \$36,000.

Dover Youth to Youth students and staff will provide technical assistance and support the Greater Seacoast United Way's effort to promote youth empowerment in selected schools in Rockingham County. The United Way has adopted the name Granite Youth Alliance and will create Youth to Youth-style anti-drug advocacy groups in 3 schools in the initial roll out. The groups will follow the model for these types of groups that was developed in Dover.

Somersworth Youth to Youth won the PSA of the Year Award from the NH Association of Broadcasters for their production of the 60-second PSA *Mad Scientist*. The radio spot was produced following training provided by Dover Youth to Youth.

Teen Center: The Dover Teen Center calendar for October 2013 consisted of educational and social programming for the youth participants. See below for this month's highlights.

For the month of October 2013 the Teen Center saw a total of 599 participants on 21 days of programming, which yielded an average of just under 29 participants per day.

Some program highlights for the month of October 2013 included, but were not limited to the following:

- TC Sports Event – "Wiffle-Ball HR Derby" (10/1)
- TC Movie Matinee – "World War Z" (10/4)
- TC Classic Event – "BINGO" (10/8)
- TC Columbus Day Trip – "FUNSPOT Arcade" (10/14)
- TC Snack Special Day – "Grilled Cheese & Soup" (10/16)
- TC Annual Trip – "Canobie Lake Park – Screeemfest" (10/18)
- TC Crafts Day – "Bracelet Making" (10/22)
- TC Halloween Week Event – "Scary Movie Monday" (10/28)
- TC Halloween Week Event – "Pumpkin Carving & Pumpkin Pancakes" (10/30)
- TC Annual Event – "Halloween Costume Party w/ Dover Youth 2 Youth" (10/31)

There were 10 new registrations during the month of October 2013.

Downtown Liaison Unit: The Downtown Liaison Unit handled a variety of calls for service while patrolling in the downtown area and along the Community Trail. The officers took enforcement action on numerous traffic and city ordinance violations. A breakdown of the enforcement activity of the Mounted Patrol is below:

17 pedestrian crosswalk warnings
22 public assistance calls
10 MV pedestrian right of way warnings
1 MV one way warning
10 parking assistance calls
7 warnings skateboard on sidewalk
12 warnings bike on sidewalk
1 call for assistance with a domestic violence arrest
2 roadway obstruction
3 Criminal Mischief (graffiti)
2 Warnings Criminal Trespass

Animal Control: For the month of October there were a total of 66 animal calls. Of those, 15 were handled by the Animal Control Officer, 18 were handled by Dispatch and 33 by Patrol Officers, requiring the ACO to follow-up on 10 of them. The following is a breakdown of the calls handled by the Animal Control Officer: 3 animal welfare calls, 3 loose dog calls, 1 barking dog call, 1 loose cow, 1 found animal, 1 deceased animal, 5 wildlife calls.

During the month, ACO Ladisheff received 38 voicemails messages from citizens.

K-9: The department has one K-9 handler, Officer Tim Keefe, who works with his K-9 partner, Grinko, a German shepherd.

During the month of October, the K-9 Unit conducted a total of 20 hours of training. Grinko is back to operational status after being out for several months due to a leg injury. On October 21, 2013, Grinko was used to assist the Rochester Police on for a subject who broke into a house to steal all of the pipes. The subject was located hiding under the porch after Grinko showed interest in a basement window that the subject had climbed out of.

Traffic Accident Reconstruction Unit: The Dover Police Department's traffic accident reconstruction team was called out to a fatal motor vehicle collision on October 7, 2013. The cause of the crash remains under investigation.

Communications Bureau: During the month, the Communications Bureau handled 10,655 radio transmissions, 8,794 phone calls, 332 emergency calls, 70 alarms, and 309 customers in the Police Department's lobby.

Recreation Programs: Sign-ups have begun for many basketball leagues, from the new Kinder-Shots program through the 50+ Men's League. Many youth basketball programs open registration to non-residents that attend a Dover school on November 1st. All youth programs still have openings available. Those that signed up before October 31st saved \$10 per child on basketball registrations. Also running is a new pre-season program on Saturday mornings for those in grades 5 through 8 to get ready for the basketball season.

The 18+ Men's basketball league began scrimmages on October 20th. The league is currently full and will begin games in November.

Muscle Power & Interval Toning classes wrapped up the first session. The second session of Interval Toning began on October 28th. Yoga wrapped up their first session of the fall for both beginners and advanced and went right into session two as did Zumba®.

The Fitness center expanded hours on Friday nights, so that it's now open until 9pm.

Co-ed volleyball wrapped up their Thursday nights and will continue for Sunday afternoons in November. If possible, we will keep a Sunday time slot throughout the winter and resume Thursday nights in the spring. Badminton players continue to play on Wednesday nights through mid-November at which time they will switch to Friday nights during basketball season.

Indoor Pool: The month of October brought about the beginning of fall swim lessons with 92% of all available spots being filled. Lessons will come to an end the weekend of November 10th.

Seacoast Swimming continues to practice during the afternoon hours and are hard at work preparing for their upcoming meets. Great Bay Masters are still practicing at the Indoor Pool with as many as 30 swimmers per practice. Mighty Seals commenced their season with practice beginning on October 13th. They will be preparing throughout the winter for their spring swim meet that will take place in April.

The Making Strides Against Breast Cancer Walk was held at Henry Law Park on October 20th and again, was very successful.

Apple Harvest Day took place at the beginning of October with crowds flooding the streets of downtown Dover despite the windy conditions. The Dover Pool Advisory Committee hosted a booth while also having a raffle. \$105 was raised, as well as great advertising and community involvement.

ID Pool-Adult Lap Swimmers: 75-90 swimmers daily
ID Pool-Masters Swim Team: 30 swimmers daily

ID Pool-Rec Swim: 10-20 swimmers daily

Ice Arena: The arena continues to be busy with attendance for programs and other skating activities. Recently the arena was very busy with a major youth hockey tournament which brought in teams from all over the United States and Canada. This brought many skaters and guests to the arena for the very first time.

Youth hockey games and practices continue and soon the high school hockey programs will be starting.

Adult and Youth Stick Practice: 271

Senior Center: Art & Craft Groups: Craft group is held on Monday mornings at 9:00 a.m. The next group will meet on Monday, November 4th. Rubber stamping group meets on the third Friday of each month.

Book Club: The Book Club Meeting was held on Tuesday, October 29th. Next Group is scheduled for Tuesday, November 26th.

Cards & Games: The Dover Community Senior Center (DCSC) continues their recurring daily activities of Bingo, Bridge, Cribbage, and Mahjongg, Scrabble, Pay Me, and Whist, and many more.

Computers: Session one of Basic Computer Class ended on October 28th.

Education: Beginner Spanish Class is held on Tuesday mornings at 9:00 a.m. Next class meets on Tuesday, November 5th. Intermediate Spanish Class is held on Tuesday mornings at 10:30am. The next class will be held on Tuesday, November 5th.

Exercise Classes: Session seven of fitness classes will begin on Tuesday, November 12th.

Fitness & Sports: Dover Bowling Group was held on Tuesday, October 15th. Meeting next month will be on November 19th. Golf at the Rochester Country Club on Thursday October 10th was the final outing of this year. Walking Group meets Tuesday and Thursday mornings at 9:30 a.m. Next walk will be on Tuesday, November 5th.

Health & Wellness: There was no visiting nurse in October due to the Columbus Day Holiday. She will be back Tuesday, November 12th.

Monthly Events: The Halloween party was full of fun, costumes & games. 46 people attended.

Music: The in-house ukulele band, The Silver Strummers, continue to practice at the center on Wednesday mornings. They have regularly scheduled free performances at many local assisted living facilities. Next group meeting will be held on Wednesday November 6th.

Mystery Lunch: Mystery Luncheons are held the 1st Wednesday, 2nd Tuesday, and 3rd Saturday of every month. It remains a popular program. The semi-annual potluck was held in October.

Raffle: Dover Community Senior Center won the raffle this month.

Senior Advisory Committee: Senior Advisory Committee meeting was held on Friday, October 11th. The next meeting will be on Friday, November 8th.

Self-guided Day Trips: On October 7th the group attended the Topsfield Fair. In November they will see "A Christmas Story" in Portsmouth.

Travel Department with Marcia: 39 Members traveled to Foxwoods on October 2nd. 33 Members traveled to Pennsylvania Amish Country from October 8 – 10th. 2 Members left to tour the Complete South Pacific with Collette Vacations.

Flu Shots: 31

Senior Mystery Lunches: 57

Senior Social Halloween Party: 46

Senior Advisory Meeting: 8

Library Programs: 759 people attended a program at the library during October.

78 meetings were hosted at the library in October. 2,083 hours of public Internet/PC access (not including Wi-Fi) were also provided at the library.

PLANNING & ZONING

This past March, the City of Dover was awarded a \$29,500 Community Planning Grant from the New Hampshire Housing Finance Authority to review and develop basic elements for a Tax Increment Financing District and a Transit Oriented Development allowance in the central business district. An RFP was developed in March and in April 2 respondents were interviewed for the role. The Council awarded the bid to hire Monadnock Economic Development Corporation as a consultant to perform the work. To date, the consultant has interviewed stakeholders, including business owners, property owners, planning board members and members of the City Council. This work along with reviewing documents previously generated by legal and parking staff about the TIF was accomplished in August. In October the consultant attended the Chamber of Commerce's Government Affairs committee to continue to explore the potential TIF district and gather feedback from stakeholders. Additionally, the consultant worked with staff to review the regulations for the Transit Oriented Development sub district to be proposed within the Central Business District downtown. These regulations were posted by the Planning Board on October 8th.

In June, the Department of Planning and Community Development worked with the Massachusetts Institute of Technology to host a roll playing exercise designed to investigate climate adaptation and how it impacts communities. During the month of October staff and MIT students worked on developing and education and outreach strategy to bring more participants to the project. On October 17th a session was held in the McConnell Center.

The Downtown Vehicular and Pedestrian Access Study began in October. Planning and Engineering staff met with the Cecil Group to review the project and outline benchmarks and timelines for accomplishing this project. The Cecil Group will begin reviewing documents and past reports over the fall and attend a meeting of the Transportation Advisory Commission in December to seek citizen feedback.

Planning Staff has been involved with advising the Chamber of Commerce on a grant it received for reviewing the feasibility of reusing the Strand Theater as a cultural and performing arts center. As part of this advisement, staff reviewed and commented on the consultant's draft report concerning the opportunities the building has.

In addition to the day to day activities in the Planning Department, staff facilitated the following applications before Boards and Commissions:

Planning Board

- Approved a Conditional Use Permit for STF Development, Owner: Taylor Family (Agent: Chris Berry, Berry Surveying & Engineering), Assessor's Map I, Lot 12, zoned R-20 & RM-SU. This will allow permanent impact and 1,000 sq. ft. of temporary impact within the 50-foot wetlands buffer for a driveway and retaining wall at 72 Durham Road.
- Approved a Site Plan for STF Development, Owner: Taylor Family (Agent: Chris Berry, Berry Surveying & Engineering), Assessor's Map I, Lot 12, zoned R-20 & RM-SU. This will allow construction of 12 units of multi-family residential within 2 buildings, located at 72 Durham Road.
- Approved a Conditional Use Permit for Douglas Dodd General Contractors, Inc., Owner: John Leonard & Wiley Parsons, Assessor's Map B, Lot 21-13, zoned R-40. This allowed rocks, fence and mulch bed were placed in 50-foot wetlands buffer at 127 Boxwood Lane.
- Held two public hearings and endorsed the Capital Improvements Program.
- Held a public information session on zoning amendments for the downtown gateways and posted proposed amendments for a public hearing in November.
- Tabled a Conditional Use Permit for the Residential-Commercial Mixed Use Overlay District for Summit Land Development (Owners: Varney Brook Lands, LLC, Thornwood Commons, LLC, Changing Places, LLC, and Dover Point Road 252, LLC), Assessor's Map K, Lots 19 & 19-1 and Map M, Lots 4, & 4-29 to 4-37, zoned ETP. This is for a conceptual site layout for 105 single family, 204 multi-family, and 130,100 square feet of commercial and retail buildings located at Thornwood Lane.

- Approved a Minor Subdivision for Mitchell Putnam, LLC, Assessor's Map A, Lot 3, zoned R-12. This created 1 new lot at 73 Old Rochester Road

Zoning Board

- Approved a variance request from Aramis Black/Real McKoy Properties, LLC, 301 Durham Road (Tax Map H, Lot 1), located in the Hotel/Retail (B-4) District. This approval permits the construction of an elderly assisted care home for 8-10 residents with 2 accessory staff apartments, where elderly assisted care homes are not a permitted use in the B-4 District.

Conservation Commission

- Endorsed a Conditional Use Permit for STF Development, Owner: Taylor Family (Agent: Chris Berry, Berry Surveying & Engineering), Assessor's Map I, Lot 12, zoned R-20 & RM-SU, located at 72 Durham Road. This will allow a proposed 12-unit multi-family development to permanently impact and 1,000 sq. ft. of temporary impact within the 50-foot wetlands buffer for a driveway and retaining wall.
- Endorsed a NHDES Wetlands Permit (Expedited Review) for Richard Whitney (Agent: Penny Wright, The Wright Choice Septics), Assessor's Map L, Lot 8, zoned R-20, located at 15 Nute Road. This allows work adjacent to the Bellamy River to replace an existing failed septic system in the same approximate area. The work is in the Conservation District, but at least 75-feet from the river.
- Did not endorse a Conditional Use Permit for Douglas Dodd General Contractors, Inc., Owner: John Leonard & Wiley Parsons, Assessor's Map B, Lot 21-13, zoned R-40, located at 127 Boxwood Lane. This would have allowed rocks, fence and mulch bed were placed in 50-foot wetlands buffer.
- Approved a request for expenditure from the Conservation Fund for Cassily Community Trail Mowing by Bob Sherwood Landscape Co.
- Approved a request for expenditure from the Conservation Fund for conservation easement appraisal for Open Lands Committee.

The Housing Standards Board

- Informally discussed a concern with a property on Fifth Street with the property owner.

Transportation Advisory Commission

- Informally discussed the Downtown Vehicular and Pedestrian Access Study.

Energy Commission

- Discussed:
Solar Power Purchase Agreement Project.
Dover Climate Change Project
Spring Energy and Gardening Fair
Commission Mission
CBS Eco Ads

DEPARTMENTAL COLLABORATION & ENHANCEMENTS

The Fire Department continues to support the Dover High School Career Technical Classes for State of NH Firefighter 1 certification and Emergency Medical Technician program. Every weekday morning the two classes participate in practical and lecture classes at the North End Station. Off duty members of the Fire Department are committed to the education of the next generation of Emergency Responders in our Community.

Dover Police utilized the North End Station meeting room for their PSTC monthly meeting. Captain Breault used the room for training of his department. The room was used on another occasion for the after action review of the barricaded suspect at Northway Circle to ensure the public safety officials combined operations meet the needs of the citizens with customer focused service. The room was also

used for a stakeholders meeting for the new Police facility. This meeting brought downtown merchants and business owners together to discuss this project.

The Amateur Radio Emergency Services held their monthly community meeting at Dover Fire. They play a role in the Emergency Operations Center with the city's ham radio capabilities.

Dover Youth Stars Hockey used the North End for training and a meeting for their team.

The City of Dover Welfare office is working in coordination with other welfare offices and Community Action to develop a program that allows a homeless person to contact one person at CAP for assistance at any shelter. It has been running for about a month and continues to improve efficiency.

The Planning Director continues to work with the Police Department on successful implementation of the approved Police Department. This work includes review of locations, funding strategies, and ensuring that outreach and education components are included in the overall work program.

Planning staff coordinated with the Legal and Parking Bureau offices to work out details for a lease agreement whereby the City will manage the Chestnut Street parking lot, as well as lease out spaces in the School Street parking lot. These parking changes are geared towards promoting vibrant infill development and are part of the City's core economic development initiative.

CITY GROUNDS, FACILITIES & PARKS

The concept plan for improvements to the Henry Law Park playground area is complete. . The City and Children's Museum staff had a booth at Apple Harvest Day and hundreds of people stopped by to review the plans. The City will continue to promote the project over the next year to help gain more support and hopefully break ground next fall.

Weekly mowing of the public turf areas and ball fields went on through most of the month by the Facilities and Grounds Division. As the leaves began to fall, the efforts of piling them up and removing them began in Pine Hill Cemetery. Employees worked with assistance from the Strafford County Corrections crew to try to get the majority removed before the rain and snow complicates this process.

The soccer field at the Shaw's Lane ball field was lined weekly. The regular watering schedule continued for all newly planted trees through the first half of the month. The flagpole island was replanted in fall flowers and downtown was made presentable for Apple Harvest Day.

Ongoing sign maintenance continued, installing new signs and existing signs were replaced as needed. In a couple of the parks graffiti was removed or covered over again, and additional picnic tables were repaired. Picnic tables were rounded up delivered to various locations for Apple Harvest Day. Tables were put into winter storage after the event.

Traffic and décor bulbs were replaced as needed. Employees responded to several locations where motorists reported problems with light timing or sensitivity and minor adjustments were made when necessary. Any major issues were reported to Electric Light Company.

The Facilities & Grounds Division continued the day-to-day maintenance and cleanup of municipal buildings, as well as handling daily requests for service at City Hall and the Police Department. Custodial duties were performed at the Public Works Facility, Train Station and City Hall, in addition to filling in at the Library and McConnell Center as needed. Supplies were delivered to various departments upon request. Employees also conducted the required monthly fire extinguisher and elevator inspections. The annual testing for fire service on the elevators at the Library and McConnell Center was completed. The new HVAC unit installed in the Finance Department was put into active service. Left over auction items were disposed of properly.

The Dover Alternative School students came on three separate occasions this month to continue weeding and cleaning out the planted beds in Rotary Park and Henry Law Park. They also repainted the railings near the Rotary Stage. Their help is much appreciated.

Students from Saint Thomas Aquinas High School joined forces on October 21st and approximately 60 students came to assist crews in cleaning up the Community Trail trailhead area. They assisted by picking up litter, trimming overgrown areas and weeding the beds at the entrance to the Transportation Station. Another group worked at the Public Works Facility planting flowers in the beds around the facility to replace bushes that have been damaged by snow and ice. Yet another group worked along the River Walk in Henry Law Park, clearing out overgrown vegetation along the river bank and picking up litter. This event is their annual Saints Taking Action - Day of Caring and the Facilities, Grounds & Cemeteries Division is grateful for their contribution of time and energy.

GENERAL UPDATES

The Command staff has been participating with the Dover Chamber for the post response and security plan of the Apple Harvest Day event. Specifically, police and fire responses to issues encountered during the event and possible adjustments for next year's event.

The Command staff participated in a DES meeting for an upcoming drill on the train transporting oil through our community. The State Homeland Security had a conference call dealing with the issue and we are preparing for a local drill.

Dover Fire Command Staff attended "Ready Strafford", a public health meeting on low flow oxygen plans. Police, Fire and School officials came together to look at our County plans.

Dover Truck 1 aerial ladder was tested to follow the standard of NFPA 1914 annual aerial ladder testing. Engine 4 is scheduled next.

The Fire Chief checked off 3 individuals to drive different apparatus this month. NFPA 1002 standard covers the procedure.

The Fire Department held an Emergency Operations Center drill along with the Department of Environmental Services Drill for an oil train derailment. This 9 hour event challenged command staff and emergency operations plans. Agencies involved were: DES, NHHEMS, Coast Guard and many others.

The Fire Command Staff participated in a Table Top exercise at the Dover District Court. The Department challenged the Emergency Operations Plans (EOP's) for the Court System and how they work with Police and Fire EOP's.

The Emergency Manager hosted the "Great Shakeout Earth Quake Drill". The Fire Department had involvement from 4 public schools, 3 daycares and the City. This was an event to highlight earthquake preparation and education.

Apple Harvest Day was a great promotional opportunity for the Recreation Department which had three booths, Senior Center, Pools and Henry Law Park Improvement Project.

The Dover Public Library asked the crew from Strafford County Work Release Program for help in the annual booksale set-up.

The Library Director gave a presentation on library services for the "Culture & Recreation" portion of the Citizens Leadership Academy.

At the library, two new temporary volunteers began work in October. Both are high school students: one, from St. Thomas Aquinas, is fulfilling a 40-hour Community Service requirement; the other a Work Experience program through Dover High School.

Booksale receipts totaled \$5400 for the Friends of the Library by the end of October. Members of the Friends of the Library volunteered for 297 individual hours during set-up and sales shifts during the booksale.

An invitation was extended to the City Council and School Board to walk in the Holiday Parade to be held on Sunday November 24th. Councilors and School Board members are asked to assemble at the Chamber of Commerce parking lot at 2:00pm.

It was recommended to the City Council that if available it would be beneficial for them to attend the NH Municipal Association (NHMA) Conference held on Wednesday November 6th and Thursday November 7th in Manchester. The NHMA Annual Conference is NH's premier conference for municipal officials, featuring over 30 educational sessions on timely and relevant topics, as well as ample opportunities to network and discuss issue of common concern around the state. This will be NHMA's 72nd Annual Conference and this year's focus will be on "Commitment to Service".

The Town of Belmont has started the disassembly and moving process for the covered bridge. They will be removing the bridge in sections and transporting them by flat-bed trailer. The bridge is going to be reassembled in two sections along a new pedestrian walkway that they are developing adjacent to their downtown area.



The Director of Planning and Community Development met with Seacoast Swim president Tim Paiva to discuss opportunities for locating an aquatic center on Maglaras Park. Additional discussion included outreach opportunities and ways the center can interact with the City's Master Plan.

CITY OUTREACH

October is the month for Fire Prevention Week. Fire Prevention Week was established to commemorate the Great Chicago Fire, the tragic 1871 conflagration that killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres. The fire began on October 8, but continued into and did most of its damage on October 9, 1871.

With the number of children in our community, Dover Fire has traditionally used this to create a community fire prevention month. During the month the department targets grade school and preschoolers with fire safety messages appropriate for the age group.

From inspection services, our Fire / Life Safety Inspector has, over the last month, conducted safety presentations at Garrison Elementary, Horne Street School, Woodman Park, Portsmouth Christian Academy and St. Mary Academy. Approximately 1800 children were reached with important safety messages such as stop, drop and roll; call 911 and knowing two ways out. The children learned these messages while utilizing the department's Smoke Trailer.

The fire duty shifts visited 8 preschools with similar messages, but with a fire truck tour. They prep kids to understand what a firefighter looks like in all his/her equipment and to "stay low in smoke". The duty shift also has performed many station tours with these messages. Over seven day cares visited our stations to watch Sparky's ABC's of Fire Safety and tour our vehicles.

The Fire Department had a major role at Apple Harvest Day. This community event invites thousands of citizens to the downtown area and the department, with other safety partners, provide a safe environment. The department had the Safe Trailer for children to traverse with safety messages. A static display of a fire truck was there for pictures and tours. The fire personnel on duty had a heavy presence in Lower Square to assist in emergencies and to be able to handle the entire city. A command post was set up with Dover Police to help allocate resources quicker and more efficiently. This high profile event was a success.

The Fire Department had the Touch a Truck event at Staples for United Way.

Ambulance 1 provided medical stand by at two home Dover High School Varsity Football events. While not on emergency calls they provide medical coverage for the game.

The Fire Department attended a birthday party for a neighborhood community.

The Fire Department conducted a Fire Extinguisher class for a local business.

The command staff provided emergency operations training for a local healthcare facility including fire safety, fire extinguisher training and storm preparation.

The Fire Department hosted the Leadership Academy with the Police Department by providing a tour and education on fire operations.

Engine 8 with "A" Shift helped Dover Youth to Youth with a PSA on underage drinking.

Fire and Rescue provided a tour for a local disabled student to educate, with modification, fire safety messages.

Fire & Rescue, in Support of Breast Cancer, wore pink shirts. For one week the department showed support and highlighted this disease in the hopes to contribute to the education and the fight against this disease.

Fire personnel taught CPR to high school students in the Licensed Nursing Assistant program and toured the ambulance to understand the pre-hospital treatment capabilities.



The Fire Department was featured on WTSN with appropriate fall fire safety messages such as have your furnace serviced, wood stove maintenance and operations, have your chimneys cleaned, change your clocks, change the batteries in smoke detectors and Carbon Monoxide detectors.

The city staff has been working with the Rotary Club of Dover to renovate and expand the plaza in Henry Law Park at the corner of Washington St. and Henry Law Avenue to locate a base for the Christmas tree and a flag pole. The Community Services Department did the major site work this month on the project and turned it over for the Rotary to complete. The rotary Club hired a company that is now completing the stone work.

The library now has a total of 4,381 followers on social media: 1,185 on Facebook, 511 on Twitter, 636 on Pinterest, 19 on Instagram, and 1,571 e-newsletter subscribers.

In October, Special Investigations Unit personnel provided a crime prevention presentation to the residents of a local assisted living facility, with a focus on fraud and scams.

The SIU personnel also partnered with the School Resource Officer to make two presentations at local schools regarding student and staff safety.

SIU personnel provided a seminar about illegal narcotics use to a group of local paramedics.

Over 30 members of Youth to Youth conducted the Zombie Project in downtown Dover on Wednesday October 23rd. The students dressed as Zombies and held a press conference in front of City Hall to



promote the annual prescription Drug Take Back Day to be held the following Saturday. The theme of the event was: If you think Zombies are scary – look inside your medicine cabinet. The students then fanned out across the downtown area in small



groups and passed out palm cards with Drug Take Back info on them to pedestrians. They also approached local stores and offered them stacks of cards to put out for the public.

On October 3rd, several officers from the Police Department, including Chief Colarusso, participated in the Reading Awareness Night at the Garrison School. During their time there, the officers read to several groups of students and their parents.

Sgt. Speidel performed a total of 10 child passenger seat inspections during the month of October. This included several checks conducted on the evening of October 16 in partnership with Wentworth-Douglass Hospital's Childbirth Education Center to provide infant child safety seat inspections for expectant parents. Each safety check takes approximately 30 to 60 minutes and involves a review of child restraint systems in the caregiver's vehicle, instruction on proper child seat installation procedures, and discussion of safety precautions specific to the age group. Sgt. Speidel is a certified Child Passenger Safety technician through the Safe Kids Worldwide program, and the Police Department provides this service free of charge.

The results from the National Citizen Survey™ conducted by the City of Dover this fall are in. The available survey reports include an overall report of the results, a benchmark report providing comparisons to other communities and a demographic report analyzing results by various sub-groups of respondents within the community. Overall, the Dover, NH community received high ratings for our overall quality of life. Nearly all citizens (92%) indicated that Dover is an "excellent" or "good" place to live and a significantly high percentage (89%) of residents reported that they would recommend living in Dover to someone who asks. Ratings pertaining to Dover as a place to work, employment opportunities, the state of the local economy, opportunities to attend cultural events, availability of affordable healthcare, variety of housing options, the overall quality of services provided by the City and the responsiveness of our City employees were all above or much above those reported in a benchmark report comparing results with other jurisdictions from across the United States.

In their response to the National Citizen Survey™, Dover residents indicated that they continued to feel safe throughout our community and much safer on average when compared to other surveyed communities. Residents reported an exceedingly high regard for the City of Dover's public safety services including fire, ambulance/EMS, and police services, and their related crime and fire prevention activities. All ranked significantly above the national benchmark average; In fact, nearly all Dover municipal services ranked at or above national averages including public schools, library, recreation programs, drinking water, sewer, storm drainage, recycling, snow removal, public transit and services to low income residents and children. The amount of public parking, street repair, street cleaning and the quality of city parks were reported with ratings falling below national benchmark averages.

While the National Citizen Survey™ results have affirmed the City of Dover's commitment and success in providing high levels of municipal services, it has also identified opportunities for continuing improvements. Resident's opinions clearly reflect the need for maintaining an emphasis on economic development services, investing in street and sidewalk maintenance, increasing public parking availability and improving existing parks and recreation facilities.

Utilizing the feedback derived through the National Citizen Survey™, a number of program and budget recommendations are being developed and will be presented over the course of the next few months to sustain and improve upon the City of Dover's existing services. Additional opportunities to reach out to and engage citizens in bettering our community are also planned for the coming months. The results of the National Citizen Survey™ combined with feedback derived from further citizen engagement efforts will assist the City Council, various City boards and commissions and the City administration in understanding and responding appropriately to the needs of our community in the upcoming years.

The National Citizen Survey™ was commissioned by the City of Dover through the National Research Center, Inc. (NRC), in partnership with the International City/County Management Association (ICMA). The survey responses were analyzed by NRC, whose database of survey results from over 500 local communities across the U.S. provided a framework for which Dover's survey was compared. The commissioning of this survey was done as part of the "Dover Community Connections" program - a coordinated effort involving ongoing informational meetings and other regular surveys and communications encouraging greater citizen input and participation in their local governance.

Planning and Community Development staff met with residents and property owners to discuss development or redevelopment of over 38 properties in the City.

On October 17th at the Citizen's Leadership Academy, the Planning Director, as well as the Librarian, Recreation Director, Economic Development Director and Public Welfare Director spoke to various elements within Dover's government which make up the sustained quality of life residents enjoy in Dover.

Since 2008, the City has offered web-based access to up-to-date public records information. The City completed an update of the online archive as part of its continuing work to promote open and transparent government. The online archive system is a web-based filing cabinet that allows the public to view and search public records, including resolutions, meeting agendas and related documents, City ordinances, financial information, bid information, City Manager correspondence to the City Council and School Board policies.

The Department of Planning and Community Development continued to update its blog, face book page and twitter feed to communicate with the public. The Department of Planning and Community Development has 230 Facebook (City of Dover NH Planning) friends and 443 followers on Twitter @DoverNHPlanning).

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail (with 529 fans), as well as a Sustainable Dover facebook fan page (with 155 fans).

The Director of Planning and Community Development attended the October 7th Open Mike session on WTSN, AM 1270. During the call in, discussion included the Capital Improvement's Program, as well as the MIT Climate Change project the City is involved with.

The Director of Planning and Community Development sent out 153 letters to new homeowners congratulating them on their purchase, as well as informing them of the current zoning for their property and alerting them to the various methods the department uses to inform and update the public.

The Director of Planning and Community Development has been asked to speak as part of an Urban

Land Institute session on the value of streamlining zoning in downtowns. This panel will be held in Portsmouth on November 14th.

ACKNOWLEDGEMENTS & EVENTS

The Friends of the Library renewed the library's annual pass to the Portland Museum of Art (\$250). The library also would like to acknowledge the valued contribution from participants in the Strafford County Department of Corrections Work Release Program who spent two days helping with booksale set-up, lugging hundreds of cartons of books from the library's basement up to the top floor.

Doors opened at 9 a.m. on Friday, Oct. 25, for the Friends of the Library's annual, two-week-long, gigantic fall booksale. Thousands of paperbacks, hardcover books, and media items for all ages will be available at prices from 50 cents to \$3. Many of the sale items are books donated to the library while others are items discarded from the library's collections.



All proceeds benefit the Friends of the Library, a 501(c)3 charitable organization which last year donated over \$15,000 to the library for museum passes, children's and adult programs, furnishings and equipment. Applications to join the Friends of the Library are available at the library's circulation desk.

On Oct. 3, 2013, Senior Deacon Dave Akridge and Brother Wayne Rockey of the Moses Paul Lodge of Masons #96, Dover, NH, gathered with Chief Anthony F. Colarusso, Jr., of the Dover Police Department to recognize the Masons' recent donation of \$1,150 to the D.A.R.E. Program. Most of this money was raised at the annual D.A.R.E. Breakfast organized by the Lodge in April 2013. The Grand Masonic Lodge of NH also contributed \$400 toward the total donation. The money raised will help fund the D.A.R.E. Program as well as Dover Youth to Youth's annual summer program.



As occurs each year at Halloween time, local Dover daycares bring the little ones dressed in their ghoulish attire around to City Hall offices to trick or treat. This is a fun time for the Dover daycares as well as the employees.



RECOGNITION

- ★ Alison Webb, Human Resources Director, recently wrote an article in the September/October 2013 issue of New Hampshire Town and City titled High-Level Tips on Forming Your Hiring Process.
- ★ Attached is a copy of the Attorney General's Report at Northway Circle the night of September 30, 2013. During our last Council meeting, I had shared with you my impression and commendation for the efforts of our Police Department and the other responding agencies that assisted them that evening. This report provides details surrounding the situation and actions of our police officers and reaffirms my own observations.

Reading this report, it is apparent the first responding shift officers, shift commander and dispatch were working well together as a team. They dealt with the initial chaos encountered inside the building while identifying and evacuating those in immediate danger. Reading into the details, it is apparent that establishing a command presence on the scene and getting the available resources organized quickly to evacuate and care for the victim while also having cover from different angles affected the outcome and obviously saved lives. Some might think it is luck that only a pair of uniform pants needed to be replaced after that door opened and shots were fired, but it was the actions putting officers in position ready to fire back should the situation warrant that caused the shooter to miss and not hit others.

Although not the purpose of the report, I do also believe that following through after the initial contact by seamlessly handing off and maintaining a unified command and continuing with a well-executed tactical response is also noteworthy. It reflects on the preparedness of our police department to quickly ramp up operations when called upon and the ability to effectively manage not only our own but also all of the other resources that were called upon to assist.

Chief Colarusso, our police officers, dispatchers and other responding agencies including our own fire and recreation staff should be commended for their actions and quickly coming together in a well-coordinated manner to handle this situation.

- ★ The Director of Planning and Community Development was part of a city team that attended the awards recognition reception for the Granite State Quality Council. This session occurred on October 1, and the Director was part of the presentation team, as well as was recognized as an examiner under the program.

CAPITAL IMPROVEMENT PROJECT UPDATE

TOLEND RECONSTRUCTION

Current: Tolend Road has been base paved from the town line to just shy of Upper Factory Road. Work is currently taking place from Upper Factory Road to Columbus Avenue. Paving of this last section should occur the first or second week in November. Road work will wind down by mid-November.

Previous: Tolend Road has been base paved from the town line to just past Dean Drive. Tolend Road has also been base paved from the in- town side of Watson to 180 Tolend (Paradise farm). Construction is currently starting at the intersection of Watson and will work outwards towards Dean Drive. The construction company will then work from 180 Tolend Road to Columbus Avenue to wrap up for the winter.

LISA BETH DRIVE RECONSTRUCTION

Current: Components of the drainage system are currently being replaced.

Previous: Water services from the main to curb stop are being replaced by Gagnon Construction.

WASTEWATER TREATMENT PLANT FACILITIES PLAN

Current: The peer review of the NHDES Nutrient Criteria has begun. Four expert peer reviewers are reviewing numerous documents and data sets including the 2009 Nutrient Criteria document. Specific charge questions have been submitted for the reviewers to answer. The reviewers will have a final report submitted by the end of January 2014.

Previous: The EPA and Conservation Law Foundation objected to the dropping of the Newmarket permit appeal by Dover and Rochester. The Environmental Appeals Board (EAB) has rejected the motion to dismiss the appeal. It is expected that the EAB will render a decision shortly on the appeal of the Newmarket permit.

PROFESSIONAL DEVELOPMENT - TRAINING

The Fire Department, along with WDH, hosted the Paramedic Refresher. This annual refresher is to update Paramedics with the latest knowledge and test skills to show abilities. This program is required every 2 years to ensure Paramedics can recertify at the national level.

Each fire shift has completed training on the new procedure for the operation of transporting prisoners from Strafford County Jail. Recently in the news, many issues have been seen from these types of facilities, and with a proactive approach it will ensure staff and citizens are safe.

The Economic Development Director, Dan Barufaldi, attended the IEDC Annual Conference in Philadelphia in October.

Dan Barufaldi spoke at the Working Together for a Strong Future Chamber of Commerce event in October.

The Library Director attended the Urban Public Library Consortium meeting on stress management at the Keene Public Library.

The library's Systems & Technology Librarian attended the open-source libraries Koha Convention and Hackfest in Reno, Nevada in mid-October.

Chief Colarusso attended the annual International Association of Chiefs of Police conference in Philadelphia, Pa. from Saturday October 19th to Tuesday October 22nd.

During the month of October, all Police Department members who are certified to carry the TASER received recertification training.

Also during the month of October, all sworn members of the Police Department participated in firearms training. This training is called "skill builder" training and it provided a refresher on the most basic of handgun skills. The officers practiced proper stance, grip, reloading and shooting on the move.

During the week of October 21, 2013, each member of the Crime Scene Unit attended a cell phone forensic examination course hosted by the Dover Police Department. The officers were taught to examine several different types of cell phones and recover crucial files that could be used as evidence during investigations.

Douglas Steele, CS Director, attended four operator certification exam preparation courses sponsored by NHDES. He also attended Employment Law for Municipalities presented by The Property Liability Trust.

Joe Boucher, Streets & Drains Supervisor, attended Surface Water Treatment Peer Review sponsored by NHHWA.

All Utility employees attended the NH Drinking Water Exposition and Trade Show sponsored by NHHWA. As part of the show, Kenney Lancey, Truck Driver, and Bill Frank, Maintenance Mechanic, both attended the training session, One Way a Municipality Determines Annual Water Rates. Bill Frank also attended Thrusting Restraint in Piping Systems and Kenney Lancey attended Emerging Contaminants of Concern in Surface & Ground Water.

During the month of October, the City Welfare office went to a training put on by PSNH. The department learned what they could do to help clients with their winter bills and how not to be shut off. This will help the department plan for those persons who need help with utilities or other expenses.

The Director of Planning and Community Development attended a forum on New Hampshire and Dover's Economy: Working together for a Strong Future. This was a forum hosted by the Chamber of Commerce, and it included an active discussion of many of the economic elements local businesses are working with to be successful.

The Assistant Recreation Director attended the NH Association of Senior Centers annual fall conference in Concord, NH on October 30th.

Total Permits Issued: October 2013

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
13-317	RIVER VALLEY DEVELOPMEN	23	CHILDS DRIVE	NEW CONST. SFD WITH ATT. GARAGE	13-3	N	8A-1	187000	1895
13-277	PRANUV PATEL / V. PATEL	421	CENTRAL AVENUE	TO RENOV./RMDL INT. OF COMM. SPAC	C	3	67	173000	1755
13-295	WENTWORTH DOUGLASS HOS	701	CENTRAL AVENUE	RENOVATE INT. FOR MEDICAL OFFICES	C	28	19	557000	5595
13-341	PORTSMOUTH CHRISTIAN AC	20	SEABORNE DRIVE	CONST. /INSTALL FOUR BASEBALL FIEL	C	J	1-C	12000	145
13-290	VIRTUOUS REALITY LLC	5	FARADAY DRIVE	CONST. SPRAY PAINT BOOTH & CONST.	I	G	I-E	80000	825
13-337	VIRTUOUS REALITY	5	FARADAY DRIVE	INT. RENOV; CHANGE OF USE FROM OF	I	G	1-E	33000	355
13-074	PAOLINI	195	LONG HILL ROAD	ADD. TO PERMIT, SCOPE CHANGE	R	A	18M	11000	135
13-281	RIST RATE REAL ESTATE GRO	2	SILVER STREET	CONST. A 16 UNIT MULTI-FAMILY BLDG	R	12	28	1900000	19025
13-287	BUCK	49	SIXTH STREET	UNIT D, KITCHEN RENOVATION	R	30	49-	4000	65
13-298	FOREST	7	CORBIN DRIVE	CONST/INSTALL A STORAGE SHED	R	I	20K-1	4800	75
13-299	JALBERT	10	ARCH STREET	REPAIR/REPLACE PORCH & RAILINGS	R	11	11	15000	175
13-301	J.N.M REALTY	54	DOVER POINT ROAD	UPSTAIRS UNITS 201 & 202	R	K	20	20000	225
13-302	PRUDHOME	24	CRESCENT AVENUE	CONST. A REAR 1 STORY ADDITION	R	37	68	52000	545
13-309	HERON BAY PARTNERS	36	CIELO DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	H	4-022	125000	1275
13-310	HERON BAY PARTNERS, LLC	34	CIELO DRIVE	CONST. SFD W/ATT. GARAGE	R	H	4-022	125000	1275
13-311	DOVER POINT PROPERTIES DE	4	SHORE LANE	CONST. A SFD WITH ATT. GARAGE	R	L	89-1	190000	1925
13-312	MURJANI	31	CUSHING STREET	B, REPAIR/RENO. FIRE DAMAGED DWEL	R	10	120	300000	3025
13-313	ELLIS	535	TOLEND ROAD	CONS. ADD. ONTO & RENOV. TO A SFD	R	C	40-C	60000	625
13-318	PAUL CAIN INVESTMENTS	87	HIDDEN VALLEY DRIVE	CONST. A SFD WITH ATT. GARAGE	R	I	94C-6	335000	3375
13-320	TAYLOR	2	WILLARD ROAD	CONST. REAR DORMER ADD'N & FINISH	R	39	69E	24000	265
13-321	BERUBE	28	LUCY LANE	CONST. A SCREEN PORCH ADD'N ONTO	R	G	26-15	7000	95
13-323	LAUDER	250	TOLEND ROAD	CONST. AN ATTACHED GARAGE	R	F	4	16000	185

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
13-327	PETERSON	89-91	HENRY LAW AVENUE	RMV & RPLC/CONST. 2 FRNT PORCH AD	R	22	6	3000	55
13-328	VERVILLE	102	STARK AVENUE	REMOVE & REPLACE REAR STAIRWAY	R	17	119	3700	65
13-329	SUPPLE	4	HILLCREST DRIVE	ADD. OF 2ND STORY BEDRMS, & RENO	R	35	56-H	165000	1675
13-332	HAGMAN	205	SILVER STREET	CONST/INSTALL A STORAGE SHED	R	13	12	4000	65
13-334	S.T.F. DEVELOPMENT	1-3	GEORGE STREET	DEMO. & REMOVE A DUPLEX & GARAG	R	20	37	0	50
13-335	ANSELL	4	GOLD POST ROAD	CONST. A REAR GARAGE ADDITION	R	I	102B	39000	415
13-336	MYERS	31	ATLANTIC AVENUE	CONST. 2ND STORY ADD'N ONTO & REN	R	25	66B	107000	1095
13-338	MARTIN	6	FARMINGTON DRIVE	CONST. A PATIO ROOF/COVER	R	I	22	2200	55
13-347	MILLMAN	117	COCHECHO STREET	CONST. A DETACHED GARAGE	R	N	14	18000	205

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map Lot	Construction Value	Fee
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Total Permits Issued: 31

Total Construction Value: \$4,572,700.00

Total Fees Collected: \$46,540.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	5	Change of Use	0
Commercial Renovations	0	Commercial	2
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	18	Industrial	0
Industrial	0	Renovations	4
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	0
Single Family Dwelling	5	Single Family Dwellings	3
Renovations Dwelling Unit	16	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	1		
Accessory Dwelling Unit	0		
		Total	9

PLANNING BOARD APPROVED PROJECTS

NAME	STREET NAME	Total Units	Units Built	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**		
Code	H = Homes A = Apts. C = Condos														
Multi-Family:															
Paolini	Sheffield Dr	A	8	8	0		9/11/2012	Site	P12-19	K	38		G	0.88	
Woodbury Mills	Dover St	A	42	42	0	10/26/2012	6/26/2012	Site	P12-07		27	20	10/26/2017	H	4.62
Cochecho Falls Mills	Central Ave	A	120	74	46	12/20/2011	11/28/2011	Site	P11-60		3	3	12/20/2015	H	13.2
Brick Road	Jefferson Dr	A	24	24	0	5/9/2012	10/25/2011	Site	P11-42		28	9-C	5/9/2017	H	2.64
Paolini	Appaloosa	C	11	11	0	12/7/2011	9/27/2011	Site	P11-13	I	18-1		12/7/2015	G	1.76
Sherman School	School Street	C	48	0	48	9/27/2011	10/26/2010	Site	P10-39		3	10	9/27/2016	G	7.68
Paolini	54 Dover Point Road	C	12	12	0	10/6/2009	7/22/2008	Site	P08-15	K	20		10/6/2013	G	1.92
New Meadows Inc	Knox Marsh Rd	A	120	72	48	9/27/2005	9/27/2005	Site	P04-04	H	35C		9/27/2009	W	13.2
Total: Multi-family			335	193	142										15
Subdivisions:															
Child's Subdivision	Childs Dr	H	20	3	17		10/23/2012		P12-20	N	8A-1		H	7.4	
Tidewater Farm	Winterberry Dr	H	7	6	1	6/16/2011	4/26/2011	6/20/2011	P10-51	N	8	6/16/2016	H	2.59	
Olive Meadow	Olive Meadow Ln	H	9	9	0	7/19/2011	3/23/2010	7/19/2011	P10-50	A	45-A2	7/19/2016	H	3.33	
Labrador Woods	Labrador Dr	H	9	5	4	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	3.33	
Hidden Valley Drive	Hidden Valley Dr	H	10	5	5	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7	
Harbor Hills	Shore Rd	H	16	8	8	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.92	
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	3	6	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	G	7.4	
Long Meadow	Gladiola Way	H	20	20	0	1/30/2008	8/28/2007	2/6/2008	P06-40	A	28	1/30/2012	H	7.4	
Picnic Rock	Back River Rd	H	21	6	15	10/31/2007	7/10/2007	11/6/2007	P07-32		16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	4	6	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7	
Pacific Landing	Pacific/Nye	H	15	14	1	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55	
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	27	45	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64	
Stern Subdivision	Lika Dr	H	3	0	3	3/23/2006	2/28/2006	3/23/2006	P05-71	E	45	3/23/2013	W	1.11	
Narrows at Tidewater Farm	Wysteria Dr	H	5	5	0	12/16/2005	8/9/2005	12/21/2005	P05-38	N	8-3	12/16/2009	G	1.85	
StoneCroft	Carriage Hill Ln	H	11	9	2	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07	
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	24	8	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84	
Waldron Falls	Lennon/Cardinal	H	10	8	2	5/10/2005	1/11/2005	5/17/2005	P04-54	E	35	5/10/2009	W	6.29	
White Tail	Picard Ln	H	17	16	1	1/10/2005	11/10/2004	1/10/2005	P04-47	A	19	1/10/2010	H	6.29	
Emerald Woods I & II	Emerald Ln	H	25	20	5	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25	
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48	
Cornerstone Crossing III	Conerstone Dr	H	18	15	3	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66	
Lionheart	Littleworth Rd.	H	4	2	2	2/24/2004	2/24/2004	3/8/2004	P03-66	G	28-1	2/24/2008	W	1.48	
Ayer	McKone Ln	H	2	1	1	6/5/2003	6/5/2003	6/5/2003	P02-67	N	18	6/5/2007	G	0.74	
Total: Single Family			329	210	119										128
TOTAL APPROVED UNITS			664	403	261										144
Elderly:															
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	48	40	8	7/2/2008	3/13/2007		P06-55	M	4	7/2/2011	G		
Arbor Woods	Cielo Dr	H	63	29	34	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W		
Total: Elderly			111	69	42										
APPROVED - ELDERLY			775	472	303										144

DAC	PO Date	PO No.	Vendor Name	Amount
Recreation	10/30/2013	201404509	FOX TOURS	\$5,011.25
Fire and Rescue	10/15/2013	201403885	STATE OF NH-DOT	\$5,360.39
Police	10/28/2013	201404350	EAGLE POINT GUN / J MORRIS & SON	\$5,423.00
City Finance Office	10/8/2013	201403671	PUBLIC SERVICE CO OF NH-CITY	\$5,579.99
Community Services Department	10/1/2013	201403327	NORMAN R. GAGNON CONSTRUCTION, LLC	\$6,360.00
Community Services Department	10/30/2013	201404566	MARTINEAU ELECTRIC, INC.	\$6,507.47
Police	10/28/2013	201404355	DEDHAM SPORTSMENS CENTER, INC.	\$6,600.00
City Finance Office	10/8/2013	201403675	SANTA BUCKLEY ENERGY	\$6,872.57
Police	10/15/2013	201403852	STATE OF NH-DOT	\$7,137.26
Community Services Department	10/30/2013	201404587	VELLANO CORPORATION (THE)	\$7,140.00
City Finance Office	10/8/2013	201403673	PUBLIC SERVICE CO OF NH-CITY	\$7,177.58
Community Services Department	10/16/2013	201403929	STATE OF NH-DOT	\$7,770.84
Community Services Department	10/15/2013	201403835	JORDAN EQUIPMENT CO.	\$7,830.00
Community Services Department	10/15/2013	201403833	GC/AAA FENCES, CO., INC.	\$9,300.00
City Finance Office	10/9/2013	201403736	BAYRING COMMUNICATIONS	\$9,792.37
Police	10/30/2013	201404573	PCS MOBILE	\$10,476.00
Police	10/21/2013	201404029	PARABEN CORPORATION	\$10,725.00
Police	10/9/2013	201403730	TRANSCOR-INFORMATION TECHNOLOGIES	\$11,023.20
Community Services Department	10/15/2013	201403837	UNH OFFICE OF SPONSORED RESEARCH	\$11,026.50
City Finance Office	10/16/2013	201403972	PUBLIC SERVICE CO OF NH-CITY	\$12,946.16
Community Services Department	10/8/2013	201403668	NORMAN R. GAGNON CONSTRUCTION, LLC	\$13,792.00
Community Services Department	10/16/2013	201403928	NORMAN R. GAGNON CONSTRUCTION, LLC	\$14,080.00
Community Services Department	10/16/2013	201403927	NORMAN R. GAGNON CONSTRUCTION, LLC	\$15,505.00
Community Services Department	10/16/2013	201403974	WOODARD & CURRAN INC.	\$16,990.00
Executive	10/9/2013	201403769	CCMSI	\$19,700.13
Community Services Department	10/30/2013	201404572	JWC ENVIRONMENTAL, LLC.	\$21,205.00
City Finance Office	10/23/2013	201404287	PUBLIC SERVICE CO OF NH-CITY	\$24,919.39
Executive	10/22/2013	201404142	CCMSI	\$25,475.17
City Finance Office	10/30/2013	201404565	PUBLIC SERVICE CO OF NH-CITY	\$25,798.27
Community Services Department	10/30/2013	201404510	TRI-STATE SEALCOATING & PAVING, INC.	\$28,335.00
City Finance Office	10/8/2013	201403672	PUBLIC SERVICE CO OF NH-CITY	\$29,420.76

	PO Date	PO No.	Vendor Name	Amount
DAC				
Planning	10/30/2013	201404575	TRIANGLE CLUB, INC.	\$32,500.00
Community Services Department	10/16/2013	201403930	TRI-STATE SEALCOATING & PAVING, INC.	\$37,940.00
Community Services Department	10/30/2013	201404561	CITY OF DOVER-WATER~SEWER DEPT.	\$45,392.09
Community Services Department	10/21/2013	201404028	WRIGHT-PIERCE	\$54,200.00
Community Services Department	10/22/2013	201404208	SIEMENS INDUSTRY, INC.	\$55,997.00
Community Services Department	10/15/2013	201403834	HOWARD P FAIRFIELD, LLC	\$70,585.00
Police	10/10/2013	201403788	LAVALLEE BRENSINGER ARCHITECTS	\$92,358.00
Executive	10/23/2013	201404251	COAST	\$149,963.00
Executive	10/21/2013	201404033	CCMSI	\$150,688.06
Planning	10/1/2013	201403293	SEBAGO TECHNICS, INC.	\$154,604.00

City of Dover

Bid Solicitation Report

For October 2013

10/31/2013

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By	Fund		Function/Division	
Police				Manual Snow Removal Services	
Q14-008	10/10/2013	10/29/2013			
Police				Three Panasonic Toughbook Laptops	
B14016	10/10/2013	10/23/2013			
Recreation				Ballet Flooring, Mirrors and Barres Room 239	
B14015	10/10/2013	11/13/2013			

Total for

Grand Total All Departments

City of Dover

Revenues of Major Funds October 31, 2013

(General Fund Includes Property Taxes and Education Revenues)

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Uncollected
REVENUES								
1000 General Fund								
Taxes	\$ 67,862,251	\$ 844,948	\$ 2,876,248	4.0%	\$ 64,986,003	\$ -	\$ 64,986,003	(95.8)%
Licenses & Permits	4,392,780	508,453	1,674,829	38.0	2,717,951	-	2,717,951	61.9
Intergovernmental	2,065,412	160,398	328,769	16.0	1,736,643	-	1,736,643	84.1
Charges for Services	3,159,253	298,253	986,127	31.0	2,173,126	-	2,173,126	68.8
Miscellaneous Revenue	1,316,805	152,430	791,153	60.0	525,652	-	525,652	39.9
Education	11,650,632	361,931	1,937,037	17.0	9,713,595	(312)	9,713,906	83.4
Operating Transfers In	327,688	-	-	0.0	327,688	-	327,688	100.0
Sub-total : 1000 General Fund	\$ 90,774,821	\$ 2,326,413	\$ 8,594,164	9.0%	\$ 82,180,657	\$ (312)	\$ 82,180,969	90.5%
3213 Parking Activity Fund								
Licenses & Permits	\$ 101,280	\$ 6,520	\$ 29,978	30.0%	\$ 71,302	\$ -	\$ 71,302	70.4%
Parking Income	310,000	14,666	100,910	33.0%	209,090	-	209,090	67.4%
Parking Fines	150,000	6,339	48,433	32.0%	101,567	-	101,567	67.7%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 561,280	\$ 27,525	\$ 179,321	32.0%	\$ 381,959	\$ -	\$ 381,959	68.1%
3320 Residential Solid Waste Fund								
Charges for Services	\$ 950,663	\$ 87,040	\$ 244,545	26.0%	\$ 706,118	\$ -	\$ 706,118	74.3%
Miscellaneous Revenue	0	2	160	0.0	(160)	-	(160)	0.0
Sub-total : 3320 Residential Solid Waste	\$ 950,663	\$ 87,042	\$ 244,705	26.0%	\$ 705,958	\$ -	\$ 705,958	74.3%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 625,628	\$ 51,449	\$ 204,729	33.0%	\$ 420,899	\$ -	\$ 420,899	67.3%
Operating Transfers In	168,110	12,795	65,754	39.0	102,356	-	102,356	60.9
Sub-total : 3381 McConnell Center	\$ 793,738	\$ 64,245	\$ 270,483	34.0%	\$ 523,255	\$ -	\$ 523,255	65.9%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 428,123	\$ 36,445	\$ 128,165	30.0%	\$ 299,958	\$ -	\$ 299,958	70.1%
Miscellaneous Revenue	18,000	478	1,240	0.1	16,761	-	16,761	93.1
Operating Transfers In	15,500	-	-	0.0	15,500	-	15,500	100.0
Other Financing Sources	119,100	-	-	0.0	119,100	-	119,100	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 580,723	\$ 36,923	\$ 129,404	22.0%	\$ 451,319	\$ -	\$ 451,319	77.7%
5300 Water Fund								
Charges for Services	\$ 4,828,014	\$ 265,056	\$ 1,513,077	31.0%	\$ 3,314,937	\$ -	\$ 3,314,937	68.7%
Miscellaneous Revenue	25,500	10,785	35,953	141.0	(10,453)	-	(10,453)	(41.0)
Sub-total : 5300 Water Fund	\$ 4,853,514	\$ 275,841	\$ 1,549,031	32.0%	\$ 3,304,483	\$ -	\$ 3,304,483	68.1%
5320 Sewer Fund								
Intergovernmental	\$ 6,240	\$ -	\$ -	0.0%	\$ 6,240	\$ -	\$ 6,240	100.0%
Charges for Services	5,692,809	309,922	1,636,886	29.0	4,055,923	-	4,055,923	71.2
Miscellaneous Revenue	36,000	9,603	32,209	89.0	3,791	-	3,791	10.5
Other Financing Sources	1,012,476	-	-	0.0	1,012,476	-	1,012,476	100.0
Sub-total : 5320 Sewer Fund	\$ 6,747,525	\$ 319,524	\$ 1,669,095	25.0%	\$ 5,078,430	\$ -	\$ 5,078,430	75.3%
6100 Dovernet Fund								
Charges for Services	\$ 513,481	\$ 23,769	\$ 165,791	32.0%	\$ 347,690	\$ -	\$ 347,690	67.7%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	24,000	-	-	0.0	24,000	-	24,000	100.0
Other Financing Sources	75,289	-	-	0.0	75,289	-	75,289	100.0
Sub-total : 6100 Dovernet Fund	\$ 637,770	\$ 23,769	\$ 165,791	26.0%	\$ 471,979	\$ -	\$ 471,979	74.0%
Total : REVENUES	\$ 105,900,034	\$ 3,161,281	\$ 12,801,994	12.0%	\$ 93,098,040	\$ (312)	\$ 93,098,352	87.9%

City of Dover

Expenditures of Major Funds October 31, 2013 (General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 411,699	\$ 56,195	\$ 114,090	28.0%	\$ 297,609	\$ 131,110	\$ 166,498	40.4%
Executive	805,318	58,324	346,379	43.0	458,939	252,330	206,609	25.7
Finance	1,620,731	133,097	559,552	35.0	1,061,179	717,255	343,924	21.2
Planning	491,541	40,662	156,950	32.0	334,591	201,989	132,602	27.0
Misc General Government	903,358	39,762	178,309	20.0	725,049	95,645	629,404	69.7
Police	7,188,131	637,606	2,443,622	34.0	4,744,509	2,868,527	1,875,983	26.1
Fire & Rescue	7,285,481	629,989	2,501,862	34.0	4,783,619	2,584,962	2,198,657	30.2
Community Service Public Works	5,882,719	382,737	1,414,542	24.0	4,468,177	1,709,981	2,758,196	46.9
Recreation	2,008,829	175,776	616,413	31.0	1,392,416	337,433	1,054,983	52.5
Public Library	1,056,082	89,209	352,463	33.0	703,619	497,552	206,067	19.5
Public Welfare	843,167	71,283	248,710	29.0	594,457	104,213	490,244	58.1
Debt Service	9,785,929	135,470	447,691	5.0	9,338,238	8,787,671	550,567	5.6
Other Financing Sources/Uses	2,581,172	-	-	0.0	2,581,172	-	2,581,172	100.0
School	42,263,590	2,928,580	9,544,500	23.0	32,719,090	29,719,412	2,999,678	7.1
Intergovernmental	7,706,474	-	-	0.0	7,706,474	-	7,706,474	100.0
Sub-total : 1000 General Fund	\$ 90,834,221	\$ 5,378,691	\$ 18,925,083	20.8%	\$ 71,909,138	\$ 48,008,080	\$ 23,901,058	26.3%
3213 Parking Activity Fund								
Police	\$ 561,280	\$ 34,954	\$ 132,837	24.0%	\$ 428,443	\$ 213,961	\$ 214,482	38.2%
Sub-total : 3213 Parking Activity Fund	\$ 561,280	\$ 34,954	\$ 132,837	23.7%	\$ 428,443	\$ 213,961	\$ 214,482	38.2%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 972,726	\$ 62,280	\$ 221,179	23.0%	\$ 751,548	\$ 688,984	\$ 62,563	6.4%
Sub-total : 3320 Residential Solid Waste Fund	\$ 972,726	\$ 62,280	\$ 221,179	22.7%	\$ 751,548	\$ 688,984	\$ 62,563	6.4%
3381 McConnell Center Fund								
Recreation	\$ 793,738	\$ 22,437	\$ 107,221	14.0%	\$ 686,517	\$ 488,707	\$ 197,810	24.9%
Sub-total : 3381 McConnell Center Fund	\$ 793,738	\$ 22,437	\$ 107,221	13.5%	\$ 686,517	\$ 488,707	\$ 197,810	24.9%
3410 Recreation Special Revenue Fund								
Recreation	\$ 580,723	\$ 25,242	\$ 162,139	28.0%	\$ 418,584	\$ 44,148	\$ 374,436	64.5%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 580,723	\$ 25,242	\$ 162,139	27.9%	\$ 418,584	\$ 44,148	\$ 374,436	64.5%
5300 Water Fund								
Community Service Public Works	\$ 4,957,872	\$ 310,824	\$ 1,168,028	24.0%	\$ 3,789,844	\$ 1,066,193	\$ 2,723,651	54.9%
Sub-total : 5300 Water Fund	\$ 4,957,872	\$ 310,824	\$ 1,168,028	23.6%	\$ 3,789,844	\$ 1,066,193	\$ 2,723,651	54.9%
5320 Sewer Fund								
Community Service Public Works	\$ 6,917,127	\$ 433,502	\$ 1,746,231	25.0%	\$ 5,170,897	\$ 1,371,545	\$ 3,799,352	54.9%
Sub-total : 5320 Sewer Fund	\$ 6,917,127	\$ 433,502	\$ 1,746,231	25.2%	\$ 5,170,897	\$ 1,371,545	\$ 3,799,352	54.9%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 781,661	\$ 33,311	\$ 147,262	19.0%	\$ 634,399	\$ 173,427	\$ 460,972	59.0%
Sub-total : 6100 Dovernet Fund	\$ 781,661	\$ 33,311	\$ 147,262	18.8%	\$ 634,399	\$ 173,427	\$ 460,972	59.0%
Total : EXPENDITURES	\$ 106,399,349	\$ 6,301,241	\$ 22,609,979	21.3%	\$ 83,789,370	\$ 52,055,045	\$ 31,734,324	29.8%

City of Dover

Arena - General Fund
Revenue & Expenditure Report
(Including Arena Debt Service attributed to the General Fund)
October 31, 2013

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,328,277	133,948	356,929	26.9	971,348	0	971,348	73.1
Expenditures	936,955	92,230	272,967	29.1	663,988	140,503	523,485	55.9
Debt Service								
Principal	265,063	0	0	-	265,063	0	265,063	100.0
Interest	60,336	0	0	-	60,336	0	60,336	100.0
	65,923	41,718	83,962	127.4	(18,039)	(140,503)	122,463	185.8



CITY OF DOVER

CITY COUNCIL– MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, October 16, 2013**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Weeden led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

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

5. DISCUSSIONS

A. CAPITAL IMPROVEMENTS PROGRAM (CIP)

Superintendent Fernandez gave an overview of the School Facilities projects for fiscal year 2014-2015: Garrison Elementary School's roof refurbishing and the feasibility study for the Dover High School. He spoke about the marketability of Dover High School.

City Manager Joyal referred to Page 20 of the CIP book, which was a list of first year projects, and asked if the Council needed any clarification. He gave a quick overview of the projects. He discussed the timeframe of the two resolutions to be referred to a public hearing and then voted on by the Council.

6. CITIZEN'S FORUM

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

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

7. ADJOURNMENT

Councilor Weeden moved to adjourn; seconded by Councilor Weston.

Vote: 8/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

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

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Weston led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Deputy Mayor Carrier, Councilor Cheney, Councilor Crago, Councilor Garrison, Councilor Hooper, Councilor Spuler, and Councilor Weston. Councilor Weeden arrived at 7:18 pm.

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

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Hooper moved to add as Item 13.B.2.: Fiscal Year 2014 Fire Department Overtime - Transfer of Appropriation - General Fund; seconded by Councilor Weston.

Vote: 7/0

Deputy Mayor Carrier moved to add the Appointments Committee Report and the Police Facility Building Committee Report; seconded by Councilor Weston.

Vote: 7/0.

Deputy Mayor Carrier said there was a request to move Item 13.B.1 up on the agenda to immediately follow the Mayor's Report.

Vote: 7/0.

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

Vote: 7/0.

7. PUBLIC HEARINGS

A. NAMING OF TIM LITTLE FIELD

SPONSORED BY DEPUTY MAYOR CARRIER

Ronan O'Doherty, 13 Elliot Park, Member of Dover Soccer Association: He spoke in favor of the resolution.

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

B. CHAPTER 1 – GENERAL PROVISIONS (et al)

SPONSORED BY COUNCILORS CHENEY, WEEDEN, AND WESTON

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



CITY OF DOVER

CITY COUNCIL - MINUTES

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

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.

Martha Kaubris, 14 Hubbard Road, Member of the Arts Commission: She spoke in favor of Item 13.A.8.: Establishment of Arts Legacy Trust Fund.

Perry Plummer, 48 Varney Road: He spoke in favor of Item 13.B.2.: FY2014 Fire Department Overtime- Transfer of Appropriation - General Fund. He also spoke about political signs being put up on County and City property and asked that they be taken down immediately.

Mary Hibbard, 97 Spruce Lane: She spoke about the Mayor vacancy, and offered to fill the position.

Sharon Reynolds, 34B Court Street, Member of Friends of the Public Library: She spoke about the Book Sale at the Dover Public Library.

Bart Jordan, 303 Central Towers: He spoke about the polarization in the City. He said they need consensus makers that care for the City.

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

9. CITY MANAGER'S REPORT

City Manager Joyal said the final session of Dover Leadership Academy is tomorrow night. He spoke about the results of the 2013 Citizen's Survey.

Councilor Hooper moved to accept the City Manager's Report; seconded by Councilor Crago.
Vote: 7/0.

10. APPROVAL OF MINUTES

- A. October 2, 2013 – Workshop with Planning Board**
- B. October 9, 2013 – Regular Session**

Councilor Garrison moved for the approval of the Minutes; seconded by Councilor Hooper.
Vote: 7/0.

11. MAYOR'S REPORT

Deputy Mayor Carrier just said that the Red Sox are in the World Series.
Councilor Cheney moved to accept the Mayor's Report; seconded by Councilor Crago.
Vote: 8/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

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

Councilor Weeden moved for the adoption of 13.B.1.; seconded by Councilor Cheney.
Roll Call Vote: 8/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

1. CHAPTER 1 – GENERAL PROVISIONS (et al)

SPONSORED BY COUNCILORS CHENEY, WEEDEN, AND WESTON

Councilor Cheney moved refer to a third reading on November 13, 2013; seconded by Councilor Weston.

Vote; 8/0.

B. ORDINANCES IN THE 3rd READING – None

C. RESOLUTIONS

1. NAMING OF TIM LITTLE FIELD

SPONSORED BY DEPUTY MAYOR CARRIER

Councilor Crago moved for its adoption; seconded by Councilor Hooper.

Vote: 8/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. RESOLUTION: B13074 FINANCIAL ADVISORY SERVICES

SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

2. RESOLUTION: B14001 HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

3. RESOLUTION: B14009 SEGREGATION AND RECYCLING OF CONSTRUCTION DEBRIS AND DEMOLITION WASTE

SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

4. RESOLUTION: B14011 SNOW PLOWING/HAULING SERVICES FOR CITY STREETS AND PARKING LOTS

SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

5. APPROVAL OF THE COOK & BAKER LLC LEASE, McCONNELL CENTER ROOMS 127 AND 131

SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST



CITY OF DOVER

CITY COUNCIL - MINUTES

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

- 6. APPROVAL OF ZEBRA CROSSING LEASE, McCONNELL CENTER, ROOM 328**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
- 7. ADDITIONAL CONSULTING SERVICES FOR GRIFFIN & IRELAND WELL STUDY**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
- 8. ESTABLISHMENT OF ARTS LEGACY TRUST FUND**
SPONSORED BY COUNCILOR SPULER

COMMITTEE REPORTS

1. School Board
2. Planning Board
- 3. Appointments Committee**
4. Recreation Advisory Board
5. McConnellCenter 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. Police Facility Building Committee**

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

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

Councilor Cheney asked to pull Items 13.A.1., 13.A.4., 13.A.5., and 13.A.6.

Councilor Spuler asked to pull Item 13.A.8.

Deputy Mayor Carrier pulled the Appointments Committee Report and the Policy Facility Building Committee Report.

Deputy Mayor Carrier asked for a roll call vote on the remaining items of the Consent Calendar.
Roll Call Vote: 8/0.

Councilor Cheney moved for the adoption of Item 13.A.1.; seconded by Councilor Crago.

Councilor Cheney questioned the reason why PFM Group was better choice.

City Manager Joyal said they relied on the financial consulting firm to issue bonds. He said they went out to bid, but based on pricing structure and reputation they are recommending the firm.

Roll Call Vote: 8/0.

Councilor Garrison moved for the adoption of Item 13.A.4.; seconded by Councilor Cheney.

Councilor Cheney asked for clarification regarding vendors not listed.

City Manager Joyal said it comes forward every year and solicitations do go out. He said they don't have enough contractors and more vendors may come forward and this resolution allows the City to contract them to plow.

Roll Call Vote: 8/0.

Councilor Garrison moved for the adoption of Item 13.A.5.; seconded by Councilor Cheney.

Councilor Crago said the McConnell Center is 99% leased and breaking even.

Councilor Cheney asked if it was a standard lease.

Roll Call Vote: 8/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

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

Councilor Garrison moved for the adoption of Item 13.A.6.; seconded by Councilor Cheney.
Roll Call Vote: 8/0.

Councilor Spuler moved for the adoption of Item 13.A.8.; seconded by Councilor Crago.
Roll Call Vote: 8/0.

Deputy Mayor Carrier gave an overview of the Appointments Committee Report and recommended the following appointments:

- Jane Hamor – Arts Commission
- Cora Quisumbing-King – Conservation Commission
- Karen Ewer-Gray, Ethics Commission
- Sam Haddadin - DBIDA
- Carrie Keech, - Parking Commission
- George Maglaras, - Parking Commission
- Scott Kelley – Recreation Advisory Board
- Maurice Olivier, Transportation Advisory Commission
- David Dupont, Trustees of the Trust Fund
- Jennifer Stone, Zoning Board of Adjustments

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

Deputy Mayor Carrier also listed the current openings on Boards and Commission.

Councilor Crago moved for the approval of the Appointments Committee Report; seconded by Councilor Hooper.

Vote: 8/0.

Deputy Mayor Carrier gave an overview of the Police Facility Building Committee Report to the Council.

Councilor Garrison moved to accept the Policy Facility Building Committee Report.

Vote: 8/0.

B. RESOLUTIONS

1. 2014 FORD E350 VAN DONATED BY DOVER POLICE CHARITIES SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

Moved up on the Agenda to follow Mayor's Report.

2. FISCAL YEAR 2014 FIRE DEPARTMENT OVERTIME - TRANSFER OF APPROPRIATION - GENERAL FUND SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

Councilor Weston moved for its adoption; seconded by Councilor Hooper.

Councilor Cheney said the Charter states that it should state the amount to be transferred and where it's coming from.



CITY OF DOVER

CITY COUNCIL - MINUTES

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

City Manager Joyal said the Charter doesn't apply to transfers between departments. The funds have already been appropriated. He said the amount is \$95,000.
Councilor Cheney asked why this happened.
City Manager Joyal said the budget was approved by the Council.
Roll Call Vote: 8/0.

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE – None

15. COUNCIL MATTERS OF INTEREST

Councilor Weeden gave a verbal Pool Advisory Committee Report to the Council.

Councilor Cheney talked about the Ordinance regarding the Cemetery Board and said changes will be made to the Code.

Councilor Weeden talked about the political signs and asked people to call him to move them if they are on public property.

Deputy Mayor Carrier started a discussion regarding the different options to fill the Council vacancy. City Manager Joyal said the rules that the Council shall have an election at the next regular meeting to fill the vacancy.

General Legal Counselor Blenkinsop clarified the options, but that a new Mayor be elected at the next regular meeting to finish out the term.

Deputy Mayor Carrier asked for a consensus vote to keep the candidates to complete the term for Mayor within the Council.

Vote: 8/0.

Deputy Mayor Carrier said this means they would not ask Rocky D'Andrea to fill the position until January if he is elected.

City Manager Joyal said this would make the Council an eight person Council until the new elected body is sworn-in in January.

Councilor Spuler asked the Council who would be asking to fill the role of Mayor for the remainder of the term.

Deputy Mayor Carrier said he would like to be considered.

Councilor Weston said she would like to be considered.

City Clerk Lavertu asked if it would be by hand vote or written ballot.

Deputy Mayor Carrier asked for consensus for a hand vote.

Vote: 8/0.

16. ADJOURNMENT

Councilor Garrison moved to adjourn; seconded by Councilor Weston.

Vote: 8/0.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number **O-2013.10-09-013**
 Ordinance Title: **General Provisions (et al)**
 Chapter **1 (referencing therein Chapters 2 – 170)**

The City of Dover Ordains:

1. PURPOSE

An Ordinance adopting a codification and revision of the Ordinances of the City of Dover, County of Strafford, New Hampshire pursuant to Dover Charter C3-10; providing for the maintenance and adoption of said Code; except as noted therein; repealing and saving from repeal certain Ordinances not included therein; establishing a penalty for altering or tampering with Code, and making certain changes in previously adopted Ordinances.

2. AMENDMENT

Chapter 1 entitled "General Provisions," with subsequent referenced ordinance chapters through Chapter 170, is hereby adopted.

SEE ATTACHED ORDINANCE IN ITS ENTIRETY

3. TAKES EFFECT

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

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding: *Daniel R Lynch 11/7/13*
 Daniel R. Lynch
 Finance Director

Approved as to Legal Form: *[Signature] 11/7/2013*
 Anthony I. Blenkinsop
 City Attorney

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

Sponsored by:
Ordinance Verification and Authentication Committee
 Ward 5 Councilor Catherine Cheney, Chair
 At-Large Councilor Karen Weston, Co-Chair
 Ward 6 Councilor Michael Weeden, Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number **O-2013.10-09-013**
 Ordinance Title: **General Provisions (et al)**
 Chapter **1 (referencing therein Chapters 2 – 170)**

DOCUMENT HISTORY:

First Reading Date:	10/09/2013	Public Hearing Dates:	10/23/2013 &
Second Reading Date:	10/23/2013		11/13/2013
Approved Date:		Effective Date:	

DOCUMENT ACTIONS:

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

ORDINANCE BACKGROUND MATERIAL:

The Dover Charter C3-10 requires codification of the ordinances of the City of Dover every ten years. Over the last year, in cooperation with Department Heads, the Ordinance Codification and Verification Committee reviewed all the ordinances of the City of Dover. Through the adoption of Chapter 1 some Chapters are being recommended for repeal and some amendments to Chapters are being recommended.

DOVER CODE

GENERAL PROVISIONS

CHAPTER 1

ARTICLE I

ADOPTION OF CODE

- 1-1. Adoption of Code.**
- 1-2. Code Supersedes Prior Ordinances.**
- 1-3. Effective Date.**
- 1-4. Copy of Code on File.**
- 1-5. Distribution of Ordinances**
- 1-6. Ordinances and Resolutions Saved from Repeal; Matters not Affected.**
- 1-7. Changes in Previously Adopted Ordinances.**
- 1-8. Severability.**
- 1-9. Code Book to be Kept Up-to-Date.**
- 1-10. Sale of Code Book; Supplementation.**
- 1-11. Publication; Filing.**
- 1-12. Tampering with Code; Penalties for Offenses.**
- 1-13. Incorporation of Provisions into Code.**
- 1-14. Acknowledgment.**

ARTICLE II

CODIFICATION AUTHENTICATION

- 1-15. Preface.**
- 1-16. Contents of Code.**
- 1-17. Reserved Chapters.**
- 1-18. Division of Code.**

GENERAL PROVISIONS

- 1-19. Grouping of Ordinances and Arrangement of Chapters.**
- 1-20. Table of Contents.**
- 1-21. Pagination.**
- 1-22. Numbering of Sections.**
- 1-23. Chapter Histories.**
- 1-24. Additions, Amendments, Revisions, Repeals.**
- 1-25. General References.**
- 1-26. Standardized Changes and Style Guide.**
- 1-27. Summary of Chapter Specific Changes.**

ARTICLE III

MATTERS OF THE CODE

- 1-28. Legislation Adopted/Excluded During Codification Authentication Effort.**
- 1-29. Documents, Bylaws, Rules and Regulations.**
- 1-30. Green Book Header Page and Table of Contents**
- 1-31. Other Findings.**
- 1-32. Originating Official Ordinance with Voting Records.**

[HISTORY: Adopted by the City Council on November 13, 2013 as Ord. No. 2013.10.09-013]

DOVER CODE

ARTICLE I

ADOPTION OF CODE

1-1. Adoption of Code.

Pursuant to C3-10 of the Charter, the ordinances of the City of Dover of a general and permanent nature, adopted by the City Council, as revised, codified and consolidated into chapters and sections by the Ordinance Codification and Verification Committee and consisting of Chapters 1-170 each inclusive, are hereby approved, adopted, ordained and enacted as the “Code of the City of Dover”, herein known and referred to as the “Code”. The Code shall be treated and considered as a new and original comprehensive ordinance which shall completely supersede the Revised Ordinances of the City of Dover, 1983 and all other general ordinances passed by the City Council, prior to November 13, 2013, except as by reference thereto as expressly identified, saved from repeal or continued in force and effect for any purpose.

1-2. Code supersedes prior ordinances.

This ordinance and the Code shall supersede all other general and permanent ordinances enacted prior to the enactment of this Code, except such ordinances as are hereinafter expressly saved from repeal, continued in force, or identified.

1-3. Effective date.

All provisions of this ordinance and the Code shall be in full force and effect on and after November 13, 2013.

1-4. Copy of Code on file.

A copy of the Code in loose-leaf form has been filed in the office of the City Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance; and if this ordinance shall be adopted, such copy shall be certified to by the Clerk of the City of Dover by impressing thereon the seal of the City, as provided by law, and such certified volume shall remain on file in the office of the Clerk, to be made available to persons desiring to examine the same during all times while the said Code is in effect. Per Charter C3-10 Codification of Ordinances the City Council and City Clerk will affix signatures and the City Seal to the certified volume.

1-5. Distribution of ordinances.

Printed copies of the certified volume of the Code shall be distributed by the Clerk to the members of the City Council. Such copies will receive periodic updates. Electronic representation of the Code shall be maintained on the City web-site.

GENERAL PROVISIONS

1-6. Ordinances and resolutions saved from repeal; matters not affected.

The repeal of ordinances and resolutions provided for in 1-2 of this ordinance shall not affect the following classes of ordinances, resolutions, rights and obligations, which are hereby expressly saved from repeal:

- A. Any ordinance or resolution adopted subsequent to November 13, 2013.
- B. Any right or liability established, accrued or incurred under any legislative provision of the City of Dover prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision of the City of Dover or any penalty, punishment or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance brought pursuant to any legislative provision of the City of Dover.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred by the City of Dover.
- F. Any ordinance or resolution of the City of Dover providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place within the City of Dover, or any portion thereof.
- G. Any ordinance or resolution of the City of Dover appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond of the City of Dover or other instruments or evidence of the City's indebtedness.
- H. Ordinances or resolutions authorizing the purchase, sale, lease or transfer of property, or any lawful contract or obligation.
- I. The levy or imposition of special assessments or charges.
- J. The dedication of property.
- K. Any ordinances or resolutions relating to salaries or employee health or retirement benefits.
- L. Any ordinance relating to the control of motor vehicles and traffic within the City of Dover.

DOVER CODE

1-7. Changes in previously adopted ordinances.

In compiling and preparing the ordinances for adoption and revision as part of the Code, pursuant to C3-10 Codification of Ordinances of the Charter, certain grammatical changes and other minor changes were made in one (1) or more of said ordinances. It is the intention of the City Council that all such changes be adopted as part of the Code as if the ordinances so changed had previously been formally amended to read as such.

1-8. Severability.

If any clause, sentence, paragraph, section, Article or part of this ordinance or resolution cited hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, Article or part thereof directly involved in the controversy in which such judgment shall have been rendered.

1-9. Code book to be kept up-to-date.

It shall be the duty of the City Clerk to keep up-to-date the certified volume of the book containing the Code of the City of Dover required to be filed in the Office of the Clerk for the use of the public. All changes in said Code and all ordinances adopted by the City Council subsequent to the enactment of this Chapter in such form as to indicate the intention of the City Council to be a part of said Code shall, when finally enacted or adopted, prompt the City Clerk to update the certified volume of the Code and maintain the integrity of the ordinances.

1-10. Sale of Code book; supplementation.

Copies of the Code book containing the Code of the City of Dover may be purchased from the Clerk of the City of Dover according to the fee as set in the Fee Schedule.

1-11. Publication; filing.

The Clerk of the City of Dover, pursuant to law, shall cause to be published, in the manner required, notice of the introduction and adoption of this Chapter in the official newspaper of the City. A copy of the Code of the City of Dover shall be maintained in the Office of the Clerk for inspection by the public at all times during regular office hours. The enactment and application of this Chapter, including publication as required by state law and the Charter, coupled with the availability of a copy of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

1-12. Tampering with Code; penalties for offenses.

Any person who, without authorization from the City Clerk, changes or amends, by additions or deletions, any part or portion of the Code of the City of Dover or who alters or tampers with such Code in any manner whatsoever which will cause the legislation of the City of Dover to be

GENERAL PROVISIONS

misrepresented thereby or who violates any other provision of this ordinance shall, upon conviction thereof, be subject to a fine of not more than five hundred dollars (\$500.00).

1-13. Incorporation of provisions into Code.

This ordinance and provisions of this ordinance are hereby made Chapter 1 of the Code of the City of Dover, to be entitled "General Provisions". The official Ordinance voted on by the City Council November 13, 2013 Ord. No. O-2013.10.09-013 pages 1&2 adopting this Chapter will also be included in this Chapter.

1-14. Acknowledgment.

The Ordinance Codification and Verification Committee acknowledges the efforts of numerous individuals, including the City Council, the City Manager, City General Legal Counsel, City Staff, Department Heads and the Public. Their diligence to the required tasks of research and review of legislation contributed the needed coordination of all communications involved. Ordinance Codification and Verification Committee Members, Councilor Catherine Cheney, Chair; Councilor Karen Weston, Co-Chair; Councilor Michael Weeden, Clerk; Councilor Dorothea Hooper; General Legal Counsel Allan Krans, ex officio; General Legal Counsel Anthony I. Blenkinsop, ex officio. The codification and authentication of the ordinances of the City of Dover reflects an appreciation of the needs of the community.

DOVER CODE

ARTICLE II

CODIFICATION AUTHENTICATION

1-15. Preface.

The City of Dover has passed through the struggles that characterized all American communities in history. While only a few simple laws were necessary at the time of the incorporation of the city, subsequent growth of the community, together with the complexity of modern life, has created the need for more detailed ordinances for the proper function and government of the city. The recording of local law is an aspect of municipal history, and as the community develops and changes, review and current trends must keep pace. The orderly collection of these records is an important step in this ever-continuing process. Ordinances must be more than mere chronological enactments reposing in the pages of old records. They must be available and logically arranged for convenient use and must be kept up-to-date. It was with thoughts such as these in mind that the City Council ordered the codification and authentication of the ordinances under C3-10 of the Dover City Charter, formed an Ordinance Codification and Verification Committee wherein their primary effort would be this effort of codification and authentication. This ordinance will be adopted in the Code of Dover as Chapter 1 to provide contiguity and access to history for a path to origins of all code changes from 1957 to 2013.

1-16. Contents of Code.

The various Chapters of the Code contain all currently effective ordinances of a general and permanent nature enacted by the City Council except as identified in this Chapter.

1-17. Reserved Chapters.

Reserved Chapters have been saved as such, indicating no new Chapters were added. Chapters that were repealed during the effort are now designated as "Reserved".

1-18. Division of Code.

The Code is divided into parts. Part I, Administrative Legislation, contains all city ordinances of an administrative nature, namely those dealing with the administration of government. Including those establishing or regulating municipal departments and those affecting officers and employees of the municipal government and its departments. Part II, General Legislation, contains all other ordinances of a regulatory nature. Ordinances in this part generally impose penalties for violation of their provisions, whereas those in Part I do not.

1-19. Grouping of Ordinances and Arrangement of Chapters.

The ordinances are organized into chapters, their order being an alphabetical progression from one subject to another. Wherever there are two or more ordinances dealing with the same subject, they are combined into a single chapter. Thus, for example, all ordinances pertaining to alarm systems and security may be found in Part II, in the Chapter entitled "Alarms and

GENERAL PROVISIONS

Security.” In such Chapters the use of Article designations has preserved the identity of the individual ordinances.

1-20. Table of Contents.

The Table of Contents details the arrangement of material by Chapter as a means of identifying specific areas of legislation. Wherever two or more ordinances are combined titles of the several Articles are listed beneath the Chapter title in order to facilitate location of the ordinances.

1-21. Pagination.

The page-numbering system used in each Chapter forms an autonomous unit. On each page there is the letter “P” with the number of that Chapter followed by a “-“ (dash) and the page number within the Chapter. Thus Chapter 2 begins with page “*P 2-1*”, Chapter 41 on page *P 41-1*, etc.

1-22. Numbering of Sections.

A Chapter-related section-numbering system is employed, in which each section of every ordinance is assigned a number which indicates both the number of the Chapter and the location of the section within that Chapter. Taken separately, each describes the content of a particular section. For ease and precision of reference, the Scheme titles are repeated as section headings in the text.

1-23. Chapter Histories.

At the bottom of the Table of Contents in each Chapter is located the legislative history for that Chapter. This history indicates the specific ordinance source from which the chapter was derived, including the ordinance number and the date of adoption. In the case of Articles derived from more than one ordinance, the source of each Article is noted.

1-24. Additions, Amendments, Revisions, Repeals.

Ordinance sections added, amended, revised or repealed at the time of this codification are specifically enumerated in Chapter histories with reference to “Ch. 1, General Provisions (2013)” where the ordinance adopting this Code and making these revisions will appear after final enactment. Sections so amended or revised are also indicated in the text by means of editor’s notes referring to the Chapters cited in this Chapter. The history of other amendments to each Chapter appears where pertinent in the text.

1-25. General References.

In each Chapter containing material related to other Chapters in the Code, a table of General References is included to direct the reader’s attention to such related Chapters.

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1-26. Standardized Changes.

These changes, amendments and revisions are found in Article II of this Chapter.

- A. The use of gender-neutral language where appropriate; where “Chairman” was found updated to “Chair”, where “his designee” found “designee”.
- B. Renumbering of sections and paragraphs as defined by the Codification effort; ie: 22.1-1 to 22.2 and 22.2 to 22.3 as appropriate; this was applied to all sections.
- C. Amended Statutory references in Chapters using “RSA” in place of “Revised Statutes Annotated” and Verifying reference accuracies; ie: Chapter 56 (56-2, 56-3.A).
- D. The use of “Reserved” for portions of the Code with articulation of the name of the Code section deleted either through this effort or as carried forward; use of the word “formerly” with the name of the Section or Chapter title and reference to the history in annotation for the Section/Chapter; ie: Chapter 30 Historic District “RESERVED (formerly ...)” also Chapter 63 Auto Courts and Trailer Camps.
- E. Footnotes were added/restored where through the Verification/Authentication effort they were applicable throughout the Chapters; ie: Chapters 9, 14, 22, 35, 45, 50, 53, 56, 60, 71, 77...
- F. Footnotes were not tied to sections where deleting a footnote would cause subsequent footnotes to change within a Chapter; for this change and reasoning, when Chapters are updated the entire Chapter must be republished and reprinted in its entirety.
- G. Standardization of format used for text in the Chapters using a Style Guide.
- H. Definition sections were relocated to the beginning of Chapters; ie: Chapter 113 Floodplain Development.
- I. Definition words used in Chapters were all changed to start with a Capital letter; the first letter to signify the word as a defined word within the Chapter.
- J. Annotations; Amended, Added, Repealed language, were researched and restored/added with appropriate content throughout all Chapters.
- K. Chapter 1 is generally applicable to all Chapters, but specific Chapters have the notation “see Ch. 1, General Provisions (2013)” inserted.
- L. Standardization on use of terms:
 - (1) For Definitions “As used in this Chapter the following terms mean:”

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- (2) Use of the word “Chapter” versus Ordinance, Code
- M. References were checked to simplify Fees. The phrase “see Fee Schedule” was inserted as provided for in Chapter 9 Budget; verbose fee descriptions simplified and standardized; adopted annually by the City Council as part of the budget process the Fee Schedule can be updated without reviewing individual Ordinances; ie: Chapter 60-10 was “100” changed to “Fee Schedule”, Chapter 71-1 had no reference or amount needed “Fee Schedule”. Examples are:
- (1) Ch. 1 General Provisions 1-10 Fee for Code Book
 - (2) Ch. 60 Amusements and Arcades 60-10 \$100
 - (3) Ch. 68 Building Permits 68-16
 - (4) Ch. 86 Dances and Dance Halls 86-3
 - (5) Ch. 89 Dogs 89-10 (89-3 remain in Chapter as determined by state)
 - (6) Ch. 92-7 Driveways 92-7B \$2
 - (7) Ch. 33 Peddlers and Vendors 133-6
- N. Violations, Fines and Penalties were reviewed throughout the Code with appropriate Departments and as a Committee to ensure they were applicable and in amounts appropriate through both time change and State amounts.
- O. Use of the century ie: 2013 where the first digits are 20 to comply with turn of the century clarification.
- P. Use of 365 days versus 1 year where doing so provided clarity.
- Q. Appropriate Departments reviewed content and Chapters updated in accordance with recommendations, research and discussions with the Committee.
- R. **STYLE GUIDE** - the Ordinance Codification and Verification Committee used the Style Guide below for the effort. It created and supported consistency and is provided as a suggested beginning template for future updates or new Chapters.

STYLE GUIDE		
Item	Style	Example
Header	Text: Odd (first) page “Dover Code” Even (second) page: Code Title Font: Times New Roman Size: 12 point Format: <i>Italics</i> Bold ALL CAPS Centered	Odd page example: <i>DOVER CODE</i> Even page example: <i>ZONING</i>
Footer	Text: Page number Font: Times New Roman Size: 12 point Format: <i>Italics</i> Bold “P” Code number “-“ # Centered	<i>P 170-1</i>

DOVER CODE

Margins	Top: 0.5” Bottom: 0.5” Right: 1” Left: 1”	
Spacing	Format: Unless otherwise specified, Semi-Block formatting (single spaced with double spacing between paragraphs/all individual elements) tab 0.5” to begin each paragraph.	Element one text has single spacing between lines. Element two has single spacing between lines.
Chapter Title	Text: Chapter title with chapter number below Font: Times New Roman Size: 14 point for number 16 point for title Format: Bold ALL CAPS Centered	ZONING CHAPTER 170
Table of Contents	Text: Section number Font: Times New Roman Size: 12 point Format: Bold section “.” tab section title “.” 1 Column 1.25/1.75” inch indent/tab	170-1. Title.
History & General References	Text: “HISTORY:” with “Amendments noted where applicable.” with General References below Font: Times New Roman Size: 10 point Format: History enclose with [] all bold ALL CAPS for “GENERAL REFERENCES” - note Left aligned	[HISTORY: Adopted by the City Council of the City of Dover on 02-04-2010 by Ord. No. _____. Amendments noted where applicable.] GENERAL REFERENCES – Dover ordinances Chapter 116 Public Health.
Editor’s Notes	Text: Use symbols beginning with “*” to designate footnote Font: Times New Roman Size: 12 point Format: Left aligned to symbol at end of page	to secure a license. ¹
Article Title	Text: Article number roman numeral with Article title below Font: Times New Roman Size: 14 point Format: Bold ALL CAPS Centered	ARTICLE VII OVERRIDING DISTRICTS

¹ Editor's Note: Editor’s Notes appear in this form

GENERAL PROVISIONS

Chapter Definitions	Text: Code Font: Times New Roman Size: 12 point Format: Left Justified	The following definitions shall apply to this section EMPLOYEE - Any person who handles food
Section Title	Text: Section Number and title Font: Times New Roman Size: 14 point Format: Bold section # “. ” tab section title “. ”	170-1. Title.
Reserved Section Title Apply for Reserved Chapter Titles also	Text: Section Number and Reserved, followed by former title Font: Times New Roman Size: 14 Point Format: Bold section # “. ” Tab section “Reserved.” (formerly “chapter name”)	135-5. Reserved. (formerly Disposition of Monies.)
Section Text	Text: Code Font: Times New Roman Size: 12 point Format: Semi block 0.5” tab left justified	This chapter shall be known and may be cited as the “Zoning Ordinance of the City of Dover, New Hampshire.”
Annotations [Amendments]	Text: Amendment, date and number Font: Times New Roman Size: 10 point Format: [Amended on Mo-Dy-Yr by Ord. No. _____] Bold	[Amended on 01-03-12 by Ord. No. _____] To be placed next to Section Title unless otherwise noted
Numbered Outline	Text: Capital. (number) (letter) (roman) No outline formatting on single subject entries Font: Times New Roman Size: 12 point Format: 0.25” Hanging indent aligned to text above	Code text appears normally above numbered outlines. A. Code text (1) Code text (a) Code Text (i) Code Text

DOVER CODE

1-27. Summary of Chapter Specific Changes.

In all Chapters Codified/Authenticated all the preceding provisions in this Chapter apply including: use of the Style Sheet, Changes (see 1-7), correcting/standardizing annotations, keeping, verifying, restoring annotations with language it pertains to, standardized verbiage, correcting footnotes, all modifications contained and some Chapter specific changes.

PART I - ADMINISTRATIVE LEGISLATION

Chapter 2 CITY COUNCIL ORIENTATION:

- 2-2 Preparation and Presentation of the Orientation Program – provide for review by existing Council for incoming Council
- 2-5 Video and Audio Recording – New, provide for recording of City Council Orientation proceedings

Chapter 3 ADMINISTRATIVE CODE:

- Description language verified/updated
- 3-4 clarification for City Council setting department head salaries
- RSA and Charter compliances checked and updated
- 3-41 Bidding amounts compliant with RSA
- This Chapter is recommended by Administration

Chapter 5 COMMITTEES, BOARDS AND COMMISSIONS:

- Description language verified/updated
- RSA and Charter compliances checked and updated
- O-2013.01.09-1 Parking Commission ordinance adopted/included through process
- O-2013.06.26-011 Arts Commission ordinance adopted/included through process

Chapter 9 BUDGET:

- 9-3 Schedule of Fees – standardize on Fee Schedule for all Chapters as reference
- Provide for Fee Schedule by the same deadline (April 15th) as the Budget

Chapter 14 CONSERVATION COMMISSION:

- 14-4 Membership; Terms; Removal; Vacancies – updated to include not less than three members
- Corrected Annotations

Chapter 22 CODE OF ETHICS:

- HISTORY: included Ordinance notation
- 22.1.1 → 22.2
- 22-2 → 22.3
- 22-10. Future Employment – updated (1) year to 365 days
- GENERAL REFERENCES: include Dover Charter Article X

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Chapter 26 FISCAL YEAR:

- 26-1 RSA notation standardized/updated

Chapter 30 HISTORIC DISTRICTS:

- Status Changed to RESERVED per Department

Chapter 35 LICENSING BOARD:

- Annotations, Footnotes

Chapter 41 PLANNING BOARD:

- 41-4 status changed to Reserved (formerly Advisory Committee) per department recommendation
- 41-5 status changed to Reserved (formerly Membership of Advisory Committees) per department recommendation
- 41-6 status changed to Reserved (formerly Approval and Recording of Plats) per department recommendation
- 41-7 status changed to Reserved (formerly Recording of Streets and Parks on Official Map) per department recommendation
- 41-8 status changed to Reserved (formerly Subdivision Regulations) per department recommendation
- 41-9 status changed to Reserved (formerly Standards for Subdivision Approval) per department recommendation
- 41-10 status changed to Reserved (formerly Conditional Approval of Plats) per department recommendation
- 41-11 status changed to Reserved (formerly Plat Submission Procedure) per department recommendation
- 41-12 status changed to Reserved (formerly Separate Acceptance of Streets and Open Space) per department recommendation
- 41-13 status changed to Reserved (formerly Street Acceptance Procedure) per department recommendation
- 41-14 status changed to Reserved (formerly Access to Public Streets) per department recommendation
- 41-15 status changed to Reserved (formerly Sale of Land Prior to Approval; Penalties) per department recommendation
- 41-1 Establishment – RSA notation standardized
- 41-2 Powers and Duties – updated per Department recommendation/review
- 41-3 Composition of Board – standardized language, clarified per Department recommendation/review
- 41-4 through 41-15 revoked department recommendation status Reserved (formerly...)

Chapter 45 FILING OF RULES AND REGULATIONS:

- Formatting verified
- HISTORY updated
- Footnotes fixed – previously referred to A172 no longer used

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Chapter 50 SEAL:

- Formatting verified
- HISTORY updated

Chapter 53 SURETY LIMITATIONS:

- Formatting verified

PART II - GENERAL LEGISLATION

Chapter 56 ADULT BOOKSTORES:

- Statute language standardized (RSA)
- 56-3 RSA clarification
- 56-3 fine updated \$200 to \$300 dollar amount standardized
- Annotations (amended... restored)
- Formatting verified

Chapter 58 ALARMS AND SECURITY:

- TABLE OF CONTENTS ARTICLE IV TELEGRAPH FIRE ALARM – clarified Repealed Ordinance/Date
- 58-3 Definitions and Word Usage – standardized definition language
- 58-5 Enforcement and 58-6 Inspections– verbiage Article standardized to Chapter
- 58-7 Responsibility for Compliance and other sections of Chapter capitalized for proper reference to definitions
- 58-10 Exterior Doors... clarified references and definitions
- 58-16.1 → 58-17
- 58-17 → 58-18
- 58-18 → 58-19
- 58-19 → 58-20
- 58-20 → 58-21
- 58-21 → 58-22
- 58-22 → 58-23
- 58-23 → 58-24
- 58-24 → 58-25
- 58-25 → 58-26
- 58-26 → 58-27
- 58-27 → 58-28
- 58-28 → 58-29
- 58-29 → 58-30
- 58-30 → 58-31
- 58-31 → 58-32
- 58-32 → 58-33
- 58-33 → 58-34

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Chapter 60 AMUSEMENTS AND ARCADES:

- ARTICLE I title changed from BOXING to PROFESSIONAL FIGHTING SPORTS COMPETITIONS
- 60-1 Bouts changed to Professional Fighting Sports Competitions
- 60-11 Machine License Transfer Fee - \$10 changed to refer to Fee Schedule
- 60-12 Arcade License Transfer Fee – \$100 changed to refer to Fee Schedule
- Use of Chapter language standardized
- Clarified definition for MECHANICAL DEVICE
- 60-10 Referred to Fee Schedule (where fee was \$100.00) in Chapter

Chapter 63 AUTO COURTS AND TRAILER CAMPS:

- REPEALED - Status Changed to RESERVED per Department

Chapter 66 BICYCLES, SKATEBOARDS AND SCOOTERS:

- HISTORY added amended notations
- 66-1 Definitions – qualified Scooter
- 66-2 Bicycle Registration Required; Non Transferability – added Dover Residence as a qualifier
- 66-5 Violations and Penalties – standardized monies notation, qualified wording on violation

Chapter 68 BUILDING CONSTRUCTION:

- TABLE OF CONTENTS updated Reserved sections with formerly language
- HISTORY – included amended notation missing
- 68-1 Statutory Authority – standardized RSA notation
- 68-2 Adoption of Standards – included missing amended notation, clarified specific and general language in paragraph to Building Code
- 68-3 Office of the Building Official Established – clarified language
- 68-3 chief executive officer of the City of Dover → City Manager
- 68-13 Building Official – fixed footnote and amended language (done throughout Chapter as in others)
- 68-7 68-9 68-10 68-11 added repealed notations and formerly titles
- 68-11 REPEALED status changed to Reserved (formerly Fees)
- 68-14.D Building Permit Procedure – clarified/added
- 68-16 Building Permit Fees – clarified see Fee Schedule

Chapter 71 BUILDING WRECKING AND DEMOLITION:

- Corrected Footnotes

Chapter 74 CEMETERIES:

- TABLE OF CONTENTS updated Reserved sections with formerly language
- Corrected Footnotes
- 74-4 Certain Vehicles and Domestic Animals Restricted – corrected annotations, clarified motorcycles, bicycles with OHRV Off Highway Recreational Vehicles

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Chapter 77 CITY MOTOR VEHICLES:

- Corrected Footnotes

Chapter 79 CITY PROPERTY:

- Corrected Footnotes
- Standardized RSA reference
- 78-7 Naming of City Property – standardized RSA reference
- 78-8 Violations and Penalties – standardized dollar notation
- 79-10 Storage of Sludge on City Property Prohibited - standardized dollar notation
- 79-11 Disposing of Tax Deeded and City Owned Real Estate changed to Disposing of City Owned Real Estate, paragraph language clarified/updated, amended notations corrected/added, dollar notation standardized
- 79-11(J) REMOVED
- 79-11(J) as Renumbered → Corrected referenced names for DBIDA – Dover Business and Industrial Development Authority (was Dover Economic Development Corporation)
- 79-12 Use of City Property – language clarified/updated
-

Chapter 82 CURFEW:

- Added Reserved and formerly language to Chapter (was REPEALED in 2008)

Chapter 86 DANCES AND DANCE HALLS:

- 86-3 Fees – moved to Fee Schedule
- 86-10 Closing Hours on Sunday – REMOVED added Reserved and formerly notation
- 86-11 Violations and Penalties – updated fine from \$100 to \$500 and standardized dollar notation

Chapter 89 DOGS:

- Corrected footnotes and amended notation language and placement, standardized Chapter reference
- Fees in 89-3 remain in chapter set by state
- 89-6 Penalty for Unlicensed Dog – verified fines with state amounts
- 89-7 Seizure of Unlicensed Dogs – clarified names and entities of organizations
- 89-9 Impoundment – clarified language
- 89-10 Notice to Owner; Redemption – clarified language, put in Fee Schedule reference

Chapter 92 DRIVEWAYS:

- Clarified language throughout, defined terms capitalized
- 92-2 Statutory Authority– standardized, verified and updated RSA
- 92-3 Applicability – clarified and changed language
- 92-4 Driveway definition changed
- 92-5 Construction Permits – standardized, verified and updated RSA
- 92-6 Standards – corrected format of defined terms

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- 92-7.B Paving Contractor's License – put in Fee Schedule reference was \$2
- 92-10 Modifications of Standards – clarified references
- 92-11 REMOVED “All abutters shall be notified of said hearing by certified mail.”
As language in 92-11(A) was updated to clarify requirement

Chapter 94 DRUG PARAPHERNALIA:

- REPEALED per department recommendation added Reserved and formerly reference

Chapter 97 TRASH AND RECYCLING COLLECTION:

- Clarified language throughout, defined terms capitalized
- History added amended language
- 97-1 Definitions added amended language, took out “means”
- 97-3.A Commercial Collections – updated
- 97-6 RSA updated
- 97-16.D Composting Operations – removed paragraph (b)
- 97-15 Fines updated

Chapter 99 EATING AND DRINKING ESTABLISHMENTS:

- Table of Contents 99-11 updated with Reserved
- 99-1 Definitions - updated
- 99-3 Fees – clarified Fee Schedule language
- 99-5 Inspection updated from 3 to 6 months
- 99-6.M Sanitation Requirements temperature from 50 to 40 degrees
- 99-11 put in Reserved formerly language

Chapter 100 ELECTIONS:

- 100-3 Candidates – updated RSA reference, clarified Chapter 137 reference
- 100-4 Conduct at Polls – clarified language 10 foot corridor
- 100-4(E) Added bi-annual election law class
- 100-5 Election Assistants – clarified language
- 100-6 Board of Supervisors of Elections – standardized RSA references
-

Chapter 102 ELECTRICAL STANDARDS:

- TABLE OF CONTENTS updated Reserved sections with formerly language
- Corrected HISTORY amended reference
- 102-3, 102-5, 102-8 added Reserved with formerly reference
- Restored amended notation
- 102-30 Fees – clarified language

Chapter 109 FIRE PREVENTION AND LIFE SAFETY:

- TABLE OF CONTENTS updated Reserved sections with formerly language
- Corrected HISTORY amended reference
- Clarified language throughout, defined terms capitalized

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- 109-1 Statutory Authority – standardized RSA notation
- 109-3, 109-4, 109-12 added formerly language to Reserved title
- 109-15 Violations and Penalties – put in standardized dollar notation
- 109-19 Smoke Detection Requirements – clarified language reference to editions of NFPA guides
- 109-24 Violations and Penalties – clarified language
- 109-27 Oil Burners and Equipment clarified RSA 153 State Board of Standards reference
- 109-29 Violations and Penalties – clarified language
- 109-30 Installation of Sprinkler System Required – clarified language reference to editions
- 109-32 Violations and Penalties – clarified language
- 109-33.J Public Safety Amplification System Required in Large Facilities – Violations and Penalties - clarified language

Chapter 113 FLOODPLAIN DEVELOPMENT:

- TABLE OF CONTENTS **renumbering of Chapter (113-4 through 113-14)**, to move Definitions to beginning of Chapter
- Inserted Article II WORDS and PHRASES from Article V
- ARTICLE V → ARTICLE II
- ARTICLE II → ARTICLE III
- ARTICLE III → ARTICLE IV
- ARTICLE IV → ARTICLE V
- Clarified language throughout, defined terms capitalized, standard Chapter word use inserted
- 113-4 Definitions was 113-14 – new terms inserted, updated existing terms
- Annotations added/restored

Chapter 116 HEALTH, PUBLIC:

- TABLE OF CONTENTS updated Reserved sections with formerly language
- 116-2.1 Feeding of Wildlife on Public Property renumbered to 116-3
- 116-3 renumbered to 116-4 – Reserved with formerly reference
- 116-5 Household Drains replaced 116-5 Construction of Privies and Cesspools
- 116-6 Reserved with formerly language to include reference for 116-5 Construction of Privies and Cesspools and 116-6 Hours of Cesspool Cleaning
- 113-3 REMOVED (formerly Keeping of Animals) status changed to Reserved see Chapter 170 Zoning
- REMOVED Construction of Privies and Cesspools, Permitted Hours for Cesspool Cleaning
- 116-7.1 → 116-8
- 116-7.2 → 116-9
- 116-8 → 116-10
- 116-9 → 116-11
- 116-10 → 116-12

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- 116-11 → 116-13
- 116-12 → 116-14
- 116-13 → 116-15

Chapter 119 HOUSING STANDARDS:

- TABLE OF CONTENTS, combined Title and Statutory Authority sections to move Definitions to beginning of Chapter from 119-34 to 119-2
- Updated GENERAL REFERENCES section to put in Chapter 102 Electrical Standards
- 119-2 Definitions moved from 119-34
- 119-3 Purpose – language and RSA reference clarified
- 119-6 Defense of Officers and Employees – language clarified
- 119-8 Administration - language clarified
- 119-11 Basic Equipment and Facilities – removed footnote and annotated paragraph title, corrected paragraph C annotation
- 119-12.B(3) Occupancy Standards – inserted Chapter reference for clarification
- 119-13.B(3)(d) Space, Use and Location – clarified State Building Code and State Fire Code reference
- capitalization of defined terms throughout Chapter

Chapter 126 MANUFACTURED HOME PARK:

- Title of Chapter changed title from Mobile Home Parks
- Changed referenced to mobile homes to manufactured home
- Footnotes corrected
- 126-1 Definitions – updated
- 126-2 location in Manufactured Home Parks; Standards – clarified language and HUD reference
- 126-5 Site Requirements – updated/clarified
- 126-5.I update 3 to 5 feet
- 126-6 Streets, Walks and Parking – updated/clarified
- 126-6.C changed from 2 to 3 feet
- 126-7 Utilities – updated/clarified
- 126-9.C RSA notation standardized
- 126-12 Appeals – RSA language standardized

Chapter 127 MUNICIPAL RECORDS:

- HISTORY updated/clarified
- 127-1 Municipal Records Committee – clarified with State Statute, verbiage clarified specific to Dover
- 127-2 Definitions – updated
- 127-3.O powers, Duties, and Guidelines - clarified
- 127-4 Records Management Officer – section clarified, gender neutrality included

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Chapter 131 OFFENSES:

- TABLE OF CONTENTS – updated, sections changed
- 131-1 Reserved – now Definitions – Definitions added to Chapter with formerly Loitering and Obstruction language
- 131-3 Prohibited Weapons – language updated
- 131-3.1 → 131-4 Safe Storage of Firearms formerly language added
Definitions removed
- 131-4 Reserved – struck out removed for renumbering of 131-3.1
- Amended notation corrected/restored
- 131-13 formerly language added
- 131-13.1 → 131-14 Fireworks – language added for clarification Chapter 109
Fire Prevention and life Safety
- 131-13.2 → 131-15 Operation of Boats and Vehicles on Willand Pond
Restricted
- 131-14 → 131-16 Violations and Penalties
- 131-15 → 131-17 Sale of Rolling Papers to Minors – language updated
- 131-16 → 131-18 School Truancy
- 131-17 → 131-19 Facilitation of a Drug or Underage Alcohol Party – dollar
amounts standardized, amended language corrected
- 131-18 → 131-20 Use of Tobacco Products in Henry Law Park, School
Grounds – title changed, language added/updated, clarified, dollar amount
standardized notation
- 131-19 → 131-21 Use of Tobacco Products on the Grounds of the McConnell
Center and Dover Public Library – amended language corrected, dollar amounts
standardized
- 131-20 → 131-22 Registered Sex Offender Restrictions – amended language
corrected, language updated/clarified, defined terms capitalized, paragraph
sequenced
- O-2013.01.09-002 Adopted during Codification

Chapter 132 ADULT ENTERTAINMENT PROHIBITIONS:

- REPLACED - This Chapter is recommended by Committee and Department through
advice and research by Department – updated to conform to State Statute, portions
removed and added/updated, also consistent with other communities.

Chapter 133 PEDDLERS AND VENDORS:

- 133-1 Purpose – standardized and verified RSA notation
- 133-2 License Required: Display of License – clarified language, capitalized defined
terms
- 133-3 Definitions – updated
- 133-6 Fees – Fee Schedule
- 133-7.B Exemptions – clarified for agricultural
- 133-8 Violations – dollar standard notation put in
- Amended language clarified and restored

GENERAL PROVISIONS

Chapter 135 PLUMBING:

- TABLE OF CONTENTS – added formerly references
- HISTORY – corrected ordinance reference
- Corrected/restored annotation references
- 135-24 Violations and Penalties – updated fine from \$100 to \$200

Chapter 137 POLITICAL CONTRIBUTIONS AND EXPENDITURES:

- HISTORY – corrected ordinance reference
- Corrected/restored annotation references
- Capitalized defined terms

Chapter 140 RESERVED:

- Verified added Reserved formerly Refuse and Annotation to ordinance reference language

Chapter 143 SCENIC ROADS:

- Fixed footnotes and annotations
- 143-1 Designation – clarified language
- 143-21 143-2 Effect of Designation – fixed RSA reference from 252:18 to 231:158, reference to City Council
- 143-4 Protection of Stonewalls – clarified language, City Council, reference to this Chapter

Chapter 147 SEWERS:

- Corrected table contents added formerly language to Reserved.
- Updated defined terms with Capitalization for clarity
- Fixed paragraph run-ons
- 147-3 Fee Schedule reference added
- City's authorized representative changed to Community Services Director, or designee,
- 147-6.E(2) changed Dover Utilities Commission to Director of Community Services, or designee,
- Corrected tables 147-6.E(10)
- Corrected CFR reference and other language 147-13
- 147-15.C(1)(b) language clarification

Chapter 148 WATER SYSTEM:

- REPLACED - This Chapter is recommended by Committee and Department through advice and research by Department – updated to conform with State Statute, portions removed and added/updated, also consistent with other communities.

Chapter 149 SITE REVIEW REGULATIONS:

- HISTORY – added reference to original City Council adoption 1978.

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- Chapter 149 is administered and updated by the Planning Board by authority granted by RSA 673. The Planning Board utilizes that right and Chapter 149 and Chapter 155 exist as under Chapter 41 Planning Board.
- Fixed reference typing throughout (ie: 149-13(19), 149-14(2)(c)) reference changed to Chapter 147 Sewers (was rules and regulations of the Dover Sewer Ordinance)
- Fixed tables

Chapter 152 STREETS AND SIDEWALKS:

- TABLE OF CONTENTS – corrected to include PART(s), added formerly language, renumbered 152-6.1 to 152-6, removed Specific Areas of Five Year Prohibition, Waiver of Provisions,-152-6.1 Application; Denial; Appeal, Article XIV corrected to XIII, title updates for 152-28, 152-32
- HISTORY – fixed incorrect ordinance reference/added missing ordinance reference
- 153-3 Reserved – added formerly language
- clarified footnotes
- corrected/restored annotation references
- capitalized defined terms
- ARTICLE III-A changed to ARTICLE III formerly language added
- 152-11 Violations and Penalties – standard dollar notation put in
- 152-13 Violations and Penalties – standard dollar notation put in
- 152-15 Violations and Penalties – standard dollar notation put in
- 152-20 Interference with Vehicular or Pedestrian Traffic – language clarified
- 152-21 Violations and Penalties – standard dollar notation put in
- ARTICLE XII changed to ARTICLE III amended language added, Definitions language clarified
- 152-28.C Licensing of Location – News Rack Limited Exception – paragraphs fixed language clarified
- 152-31 hold Harmless and Insurance – language clarified – terms updated

Chapter 155 SUBDIVISION OF LAND:

- HISTORY – added reference to original City Council adoption 1978.
- Chapter 155 is administered and updated by the Planning Board by authority granted by RSA 673. The Planning Board utilizes that right and Chapter 149 and Chapter 155 exist as under Chapter 41 Planning Board.
- Added 4” and 16” to language 155-40.D(d)
- Minor language and syntax updates throughout

Chapter 161 TAXICABS:

- 161-1 Definitions – language standardized
- Defined terms Capitalized throughout Chapter
- Amended language restored

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Chapter 163 TREES AND VEGETATION:

- HISTORY – fixed added reference
- 163-2 Definitions – clarified terms, City Arborist
- Capitalized defined terms, clarified language

Chapter 165 MOTOR VEHICLE REGISTRATION EXEMPTION FOR PRISONERS OF WAR:

- HISTORY – fixed added reference

Chapter 166 VEHICLES:

- TABLE OF CONTENTS – corrected to include PART(s), added formerly language
- HISTORY – fixed incorrect ordinance reference, clarified history
- FOOTNOTES – corrected, clarified
- Formatted – corrected amended notations
- O-2013.04.10 -003, -004, -005, -006, -007 Adopted and included during Codification ordinances passed by City Council on 04-24-2013
- Included Department recommendations
- Included missing ordinances (ie: 2012.07.25-11)
- Most schedules were revised
- 166-47 Reserved corrected
- 166-53 Schedule F: Commercial Vehicle Travel Restricted – Department recommended extensive update as code was outdated.
- 166 Schedule H updated per department
- 166-56 Schedule I: No Parking Any Time – updates and clarifications

Chapter 170 ZONING:

- Updated annotation references (adding “20” to years after 2000)
- Capitalized Chapter
- Added “designee” removing gender specific language
- Standardizing on section references
- Verifying where indications to numbers were it was enumerated (ie: two (2))

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ARTICLE III

MATTERS OF THE CODE

1-28. Legislation Adopted/Excluded During Codification Authentication Effort.

- A. Chapter 166 Vehicles and Traffic ordinances were presented and voted on April 24, 2013. These changes were included and placed into the Code with format changes, other conventions implemented during the codification.
- B. Chapter 5 Boards, Commissions and Committees ordinances were presented on January 09, 2013 and June 26, 2013. These changes were included and placed into Code with format changes, other conventions implemented during the codification.
- C. Chapter 170 Zoning ordinances were presented on April 10, 2013 and August 14, 2013. These changes were included and placed into Code with format changes, other conventions implemented during the codification.
- D. Chapter 131 Offenses ordinance was presented on January 9, 2013. These changes were included and placed into Code with format changes, other conventions implemented during the codification.
- E. Chapter 170 Zoning was reviewed by the Committee for formatting only, other standardization suggestions were forwarded to the Planning Board.
- F. Chapters 92, Driveways, Chapter 149 Site Review Regulations, and Chapter 155 Subdivision Regulations are included in the Code as regulations of the Planning Board.

1-29. Documents, Bylaws, Rules and Regulations.

Documents open to public inspection pertaining to municipal bylaws, rules and regulations are on file in the office of the City Clerk, where they may be examined during regular business hours or anytime on the City of Dover's website.

- A. City Council Rules and Regulations
- B. Merit Plan
- C. Budget
- D. Fee Schedule
- E. Municipal Records Retention Schedule
- F. All Boards, Commissions and Committees Rules and Regulations

GENERAL PROVISIONS

1-30. Green Book Header Page and Table of Contents.

The Green Book of Dover contains THE CHARTER and THE CODE inclusive. The codification standardized the three (3) sections of the Header section of the Green Book as:

- A. First Page:
 - (a) The Official Seal of Dover, NH
 - (b) The wording in Capitals, Bold and Large Font Centered

**CITY OF DOVER, NH
CODE BOOK**

PUBLISHED BY THE CITY CLERK'S OFFICE

- B. Next Page:
 - (a) The Official Seal of Dover, NH
 - (b) The wording in Capitals, Bold and Large Font Centered

OFFICIALS OF THE CITY OF DOVER, NH

**Municipal Building
288 Central Avenue
Dover, New Hampshire 03820
Tel: (603) 516-6021
Fax: (603) 516-6666
2013**

DOVER CITY COUNCIL

- (c) A table of the Dover City Councilors with the appropriate Ward

To Be Determined	Mayor
-------------------------	--------------

DOVER CODE

Edward Spuler	Ward 1
William Garrison	Ward 2
Michael Crago	Ward 3
Dorothea Hooper	Ward 4
Catherine Cheney	Ward 5
Michael Weeden	Ward 6
Robert Carrier	At Large/Deputy Mayor
Karen Weston	At Large

(d) Names and Titles of the City Clerk, General Legal Counsel and City Manager:

KAREN LAVERTU
City Clerk

ANTHONY I. BLENKINSOP
General Legal Counsel

J. MICHAEL JOYAL JR.
City Manager

C. Next Page:

(a) Table of Contents Containing:

- i. The Charter with the Articles of Such
- ii. The Code with the Parts of Such

1. PART 1 ADMINISTRATIVE LEGISLATION

2. PART 2 GENERAL LEGISLATION

1-31. Other Findings.

During the codification authentication of the Code there were instances where differences were found in electronic recording of the Ordinances, in the indexing and with the date of adoption and the ordinance numbers themselves. Ordinances will continue to be identified by the date of their first reading and a number for the agenda/docket ie: O-2013.10.09-013 the date is the date of the vote ie: 11-13-2013. Thus this Ordinance is recorded as Added on 11-13-2013


GENERAL PROVISIONS

by Ord. No. 2013.10.09-013. Online the reader will see an 'O-' preceding the Ordinance number: O-2013.10.09-013.

1-32. Originating Official Ordinance with Voting Records.

The following is a copy of the Originating Ordinance O-2013.10.09-013 pages 1 & 2 for Adoption of this Chapter. The entire Ordinance with complete Code volume with strikeouts and underline presentation as required in Charter section C3-8 is available in the Clerk's Office and online on the City of Dover's Website.

DOVER CODE

 <p>CITY OF DOVER</p>	CITY OF DOVER - ORDINANCE		Agenda Item#:
	Ordinance Number	O-2013.10-09-013	
	Ordinance Title:	General Provisions (et al)	
	Chapter	1 (referencing therein Chapters 2 – 170)	

The City of Dover Ordains:

1. PURPOSE

An Ordinance adopting a codification and revision of the Ordinances of the City of Dover, County of Strafford, New Hampshire pursuant to Dover Charter C3-10; providing for the maintenance and adoption of said Code; except as noted therein; repealing and saving from repeal certain Ordinances not included therein; establishing a penalty for altering or tampering with Code, and making certain changes in previously adopted Ordinances.

2. AMENDMENT

Chapter 1 entitled "General Provisions," with subsequent referenced ordinance chapters through Chapter 170, is hereby adopted.

SEE ATTACHED ORDINANCE IN ITS ENTIRETY

3. TAKES EFFECT


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

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Ordinance Verification and Authentication Committee	Sponsored by:
Approved as to Legal Form:	Anthony I. Blenkinsop City Attorney		Ward 5 Councilor Catherine Cheney, Chair At-Large Councilor Karen Weston, Co-Chair Ward 6 Councilor Michael Weeden, Clerk
Recorded by:	Karen Lavertu City Clerk		

GENERAL PROVISIONS

 CITY OF DOVER	CITY OF DOVER - ORDINANCE		Agenda Item#:
	Ordinance Number	O-2013.10-09-013	
	Ordinance Title:	General Provisions (et al)	
	Chapter	1 (referencing therein Chapters 2 – 170)	

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date: <u> </u>	Effective Date:

DOCUMENT ACTIONS:

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

ORDINANCE BACKGROUND MATERIAL:

The Dover Charter C.3-10 requires codification of the ordinances of the City of Dover every ten years. Over the last year, in cooperation with Department Heads, the Ordinance Codification and Verification Committee reviewed all the ordinances of the City of Dover. Through the adoption of Chapter 1 some Chapters are being recommended for repeal and some amendments to Chapters are being recommended.

Document Created by: <u>Legal</u>	O-2013.10.09_General Provisions Chapter 1
Document Posted on:	Page <u>1</u> of <u>1</u>



CITY OF DOVER
13 OCT 21 AM 9:10

APPLICATION CITY OF DOVER, NEW HAMPSHIRE

Check (✓) the type of application:

RAFFLE* _____, TAG* X, PARADE** _____, BLOCK PARTY** _____, ROAD TOLL*** _____,
Fill In Completely and Return To City Clerk - PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: St. Judo's Children's Hospital
Federal Tax ID number for Organization: 35-1044585

Check (✓) Nature of Organization:

Religious _____, Educational _____, Charitable X, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
(Describe) Children's hospital

Contact Person: Sy Moxemmer Day Time Telephone: (603) 380-4460
Address: 67 Ketchikan St. Berwick (NH) 03901 Email: sy.moxemmer@hotmail.com
Purpose of Permit: Jollypop donation sale to raise funds for Give Thanks walk
Date of Event: 10/11/13 Specific Time: 10am-2pm
Location of Event: Shaw's Supermarket, Central Ave.

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: _____
Cost of Ticket: _____ Date of Drawing: _____
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://www.doj.nh.gov/charitable-trusts/faq.htm>

PARADE PERMITS & BLOCK PARTIES ONLY

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

Police Department Parade Route/Block Party Approval Signature: _____
Printed Name: _____ Check Here If Parade Route Is Attached: _____

ROAD TOLL ONLY

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

Road Toll Location: _____
Police Department Road Toll Approval Signature: _____
Printed Name: _____

Licensing Board Approval Date: 10/1

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 the same.
SIGNATURE OF APPLICANT: DATE: 10/21/13



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.11.13 – 125**
Resolution Re: Office Supplies WB Mason

WHEREAS: The City of Dover in collaboration with the State of NH and several other NH communities combined office supply expenditures and formed a co-operative purchasing request for bid for a three year contract for office supplies. A pre-bid meeting was conducted in Concord NH; and

WHEREAS: Three bids were received and a post bid-opening meeting was held in Concord for the participating communities on October 23, 2013 to discuss results and recommendation of award. It is the recommendation of the group to award to WB Mason and the State of NH has released a contract #8001465 with WB Mason. The contract is contained in online agenda materials; and

WHEREAS: The City anticipates expenditures to exceed \$25,000 threshold, thereby requiring council approval.

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

The Purchasing Agent is hereby authorized to issue Purchase Orders to WB Mason given the rates/discounts provided in conjunction with State NH Contract 8001465. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
xxxx.1.xxx.xxxxx.4611.xxxx	Office Supplies	101,977	77,427
xxxx.1.xxx.xxxxx.4612.xxxx	Operating Supplies	725,133	236,232

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 11/7/13*
Daniel R. Lynch
Finance Director
Sponsored by: Deputy Mayor Carrier
By request

Approved for Legal Compliance: *A. I. Blenkinsop 11/7/2013*
Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk *Karen Lavertu*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.11.13 – 125**
Resolution Re: Office Supplies WB Mason

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.11.13 – 125**
 Resolution Re: Office Supplies WB Mason

RESOLUTION BACKGROUND MATERIAL:

The City of Dover in collaboration with the State of NH and several other NH communities combined our office supply expenditures and formed a co-operative purchasing request for bid for a three year contract for office supplies. Along with the State of NH, participating communities include Dover, Concord, Keene, Manchester, Laconia and Nashua. Vendors were asked to provide lowest net costs off the United Stationers Supply price as well as tier pricing discounts. The city currently utilizes WB Mason so no implementation issues should arise. It is simply a matter of setting rate/discount structure to our account.

Award Information:

A blanket purchase order will be issued to the vendor selected to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	yes
Invitations Mailed:	By State NH	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Three year term	Estimated Delivery:	As needed
Recommended Award to:	WB Mason	Fund:	Various
Other Approvals Required:	Yes State NH	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Convert sections into Points						
VENDOR	Cat Total (C42) (80%)		Tier Total (C43) (20%)		Final Score	Ranking
	Total	Points	Total	Points		
Staples	57.6%	63.8	14.0%	11.4	75.3	
WB Mason	72.1%	80.0	24.5%	20.0	100.0	Winner
Central Paper	39.0%	43.2	10.0%	8.2	51.4	

State NH Contract:

https://online.dover.nh.gov/Documents.aspx?public=1&deptnum=3&cab=Bids and Requests_f_or_Proposal&index=open_date&desc=1

STATE OF NEW HAMPSHIRE
Dept. Of Administrative Services
Div. Of Plant And Property Management
Bureau Of Purchase And Property
State House Annex
Concord, New Hampshire 03301

Notice Of Contract

Date: October 30, 2013

CONTRACT NO.: 8001465

For: OFFICE SUPPLIES- Consumable (including small quantity paper orders)

Vendor: W. B. Mason V# 174526 R001
97 Eddy Road
Suite 4
Manchester, NH 03102

Contact Persons: Rose Levasseur/NH Team Tel. 888 926-2766 Ext. 1815 (DO NOT PRESS 2)
Fax: 800 421-3683
Email: Rose.Levasseur@wbmason.com

Luke Bergeron, Sales Rep. Tel. 888 926-2766 Ext. 1834
Cell No. 603 365-6656
Email: Luke.Bergeron@wbmason.com

Lindsay Martin, Sales Rep. Cell No. 508 521-5164
Email: Lindsay.Martin@wbmason.com

NIGP Code: 615 6000

Effective From: November 1, 2013 **Through:** October 31, 2016 **Terms:** N/30

Ordering: Agencies may place orders direct to vendor by Fax , E-Mail or On-Line at
www.wbmason.com – Contact vendor to obtain a password for on-line access

Order Limits: Agencies order direct to vendor via on-line (preferred method) or by fax or e-mail.
Orders over \$500 will automatically be sent to Purchase and Property for electronic approval. No additional PO or paperwork necessary.

Restrictions: **Equipment:** Items over \$250 each are considered assets (not consumable). An FPO or PO must be done for inventory purposes, additionally not allowed under this contract. Also for equipment/asset items, PO must be done for Equipment Freeze to maintain compliance for release of purchase order/supplies.

See last page for further restrictions/exclusions

Delivery Terms: F.O.B. Destination to any location within the State of New Hampshire

Delivery Time: 1 Business day for in-stock items
3 Business days non in-stock items

Eligible Participants:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under any contract. In doing so, they are entitled to the prices established under the contract. Participants are solely responsible for their association with the successful Vendor; the State of New Hampshire assumes no liability between the successful Vendor and any of these entities. Participants will be required to sign a participating addendum in order to be eligible to utilize any contract resulting from this bid invitation.

Participating Addendum:

Each Participant will complete a participating addendum supplied by the State of NH-Bureau of Purchase and Property (State). A copy of said addendum, after being executed by the Participant and the contracted vendor, will be maintained on file with the State.

- A Participating Addendum shall be executed by the contractor and the individual Participant desiring to use the contract.
- Additional Participants may be added with the consent of the contractor and the State through execution of Participating Addendums.
- A Participating Addendum allows for each Participant to add terms and conditions that may be unique to their origin.
- The Participant and the Contractor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.

Contact Loretta Razin at Loretta.Razin@nh.gov for this Participating Addendum

Questions:

Loretta Razin, Purchasing Agent, 603-271-3135 or Loretta.Razin@NH.Gov

WB MASON

Category #	Category Description	Bidder Offer %:
1	Adhesives, Glues, Glue sticks, Adhesive Removers	60.5%
2	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets, Etc	88.0%
3	Archive Boxes, Cardboard Boxes, Storage Containers	62.0%
4	Award Frames, Displays, Plaques, Certificates	62.0%
5	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubberbands, Scissors, Shears, Cutters, Trimmers, Hole Punches, Binder, Combs, Rings & Spline, Knives, Cutters, Blades, Scrapers, Badges, & Holders/Lanyards	61.0%
6	Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards (all under \$250)	66.0%
7	Calendars, Deskpads, Refills, Planners	61.0%
8	All Calculators (under \$250), Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape	62.0%
9	ACCESSORIES: CD and DVD Cases, CD and DVD Storage, VHS Tapes, CD Mailers, Ribbons, Typewriters, Computer Bags and Cases, Camera Film, Photo Paper, Camera Bags, Camera Cases, Mouse pads, Wrist Rests, Keyboard	51.5%
10	Chairmats (under \$250)	76.0%
11	Clocks, Hooks, Lamps	72.5%
12	Correction Fluid, Correction Tape, Correction Pens	67.5%
13	Dusters, Computer Dust-off, All Wipes, Lysol, Clorox, Hand Soaps, Windex, Air Freshener, Dust Pans	62.5%
14	Erasers, Dry Erase Erasers, Chalk, Crayons	65.0%
15	Ink Pads, Refills, Stamps	84.0%
16	Labels, Label Makers, Label Holders	75.0%
17	Packaging, Envelopes, Fingertips, Letter Openers, Moistener	78.0%
18	Notebooks, Notepads, Pads of Paper, Post it Notes, Art Paper, Construction Paper, Crepe Paper	73.5%
19	Office/Desk Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Extension Cords, Headsets, headset accessories	71.0%
20	Paper, small quantities (1 to 10 cases) (30% Post Consumer)	84.2%
20B	Paper, small quantities (1-10 Cases) (all)	83.2%
21	Pens, Pen Refills, Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Markers, Highlighters	62.0%
22	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles	62.0%
23	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape	60.0%
24	Sign Holder, Flyer Holders, Racks, Literature Displays, No Signs or Name Plates	84.0%
25	Staplers, Staples, Staple Removers	82.0%

26	Tape, Tape Dispensers, Embossing Tape, Velcro Products	70.0%
27	Transparency Film, Transparency Paper, Laminators (under \$250), Laminating Supplies, Laminating Pouches	73.5%
28	Un-Categorized Spend	10.0%

VOLUME DISCOUNTS BASED ON STATE/PARTICIPANT USAGE:

In addition to the standard category based discounts specified above, the bidder agrees to offer a further discount on each item purchased according to the following tiered structure:

Tier 1 – \$0 to \$1M	3.3%
Tier 2 – \$1M to \$1.5M	3.5%
Tier 3 – \$1.5M to \$2.0M	3.8%
Tier 4 – \$2.0M to \$2.5M	4.3%
Tier 5 – \$2.5M to \$3.0M	4.5%
Tier 6 – \$3.0M & above	5.3%

EXCLUDED ITEMS FOR STATE OF NH AS FOLLOWS (OR ANY INDIVIDUAL ITEM OVER \$250) DOES NOT APPLY TO ELIGIBLE PARTICIPANTS
Batteries Chargers, UPS Power Supply, Surge Protectors over \$250
Cups, Spoons, Forks, Plates, Bowls
Digital Voice Recorders and Cameras, Binding systems (supplies are allowed)
First Aid, Hand Lotions, Pain Relief, Gloves, Safety Supplies
Mailing Tubes, Mailing Tubs, Digital Scales
All Printers, Copiers, Fax Machine & Supplies
Computer related items like Mouse, Keyboards, monitors, drives, USB Drives, Flash Memory, Zip Disks, DVD, CD, and media
Garbage Can Liners, Shredder bags, Surge Protectors
Business Cards, Custom Signs, Signs, name plates and custom stamps, Custom Envelopes and Imprinting of any sort
Storage Cabinets, Filing Cabinets, File Storage Systems, Rails
Shredders, Laminators, various computer/office machines, staplers or desk accessories over \$250
ALL Toners and Ink Cartridges, Fusers, Kits, Drums of any kind
All furniture, Book Cases, Book Ends, Book Shelves (Racks and hangers under \$100 Ok)
Break room/Appliances/Janitorial/Cleaning Supplies/ Tissue, Paper Towels, Napkins
Air cleaners
Audio Visual Equipment (supplies ok)
Carts and Hand Trucks
Cash Handling Equipment (supplies are allowed)
Telephones over \$250 and All Telephone systems
Time Clocks over \$250

CALENDAR PAD REFILLS, BASES, DIARIES, WALL, ETC:

61.1% Discount for Calendar products ordered on-line via the WB Mason website and General Catalog 2014-2015.

Calendar orders placed will be subject to contract and availability from manufacturer.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: R - 2013.11.13 - 126
Resolution Re: Approval of BeFree Community Church Lease, Room 340

WHEREAS: BeFree Community Church seeks to enter into a lease agreement with the City of Dover; and

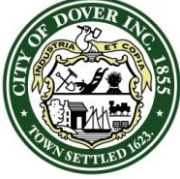
WHEREAS: The location the Leased Premises is to be at the McConnell Center, 61 Locust Street, Dover, New Hampshire, Room 340 which contains 697 square feet.

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

The City Manager is authorized to sign a lease with BeFree Community Church for a term beginning December 1, 2013 and ending June 30, 2015.

AUTHORIZATION

Approved as to Funding: Daniel Lynch 11/7/13 Finance Director
Sponsored by: Deputy Mayor Carrier By Request
Approved as to Legal Form: Anthony I. Blenkinsop 11/7/2013 City Attorney
Recorded by: Karen Lavertu City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2013.11.13 - 126**

Resolution Re: **Approval of BeFree Community Church Lease, Room 340**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor	Vacant	
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:

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
WWW.DOVER.NH.GOV
603.516.6000

THIS LEASE made this ____ day of _____, 2013, by and between **BeFree Community Church**, a New Hampshire non-profit corporation, recognized by the IRS as a 501(c)(3) charitable non-profit, located at 118 Church Street, Barrington, New Hampshire 03820 (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 :

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 **697 square feet** and more particularly identified on the McConnell Center Plans dated February 6, 2006 as **Room 340**.

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 19 months beginning on **December 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 **697 square feet** and calculated using the following components:

BE FREE COMMUNITY CHURCH 697 Sq. Ft.

<u>Component</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>
Fixed Rent	\$6.50	\$4,530.50	\$377.54
Capital Reserve	\$0.40	\$278.80	\$23.23
Utilities (*)	\$5.26	\$3,666.22	\$305.52
Other as agreed	0	0	0
Total Rent Assessment	\$12.16	\$8,475.52	\$706.29



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

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 **697 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 and/or LESSEE 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, such intent shall not be unreasonably withheld.

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



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hereunder, there remains personal property of the LESSEE in the Leased Premises, the LESSOR is authorized to dispose of said property after giving ten days 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 rent payments when due, the Lease may be immediately terminated at the option of the LESSOR. If either the LESSOR or LESSEE wish to terminate the lease prior to the end of the term either party must notify the other in writing no less than ninety (90) days prior to the date of planned termination. If the LESSEE vacates the premises prior to the end of the ninety day period they will owe the balance of rent due until that date just as if they were still occupying the space unless the LESSOR reaches an agreement with a replacement tenant to cover the balance of the ninety day period.

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.



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12. **Insurance.**

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

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.



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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.

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.

BEFREE COMMUNITY CHURCH

Jamie Hemphill, Duly Authorized
DATE:

CITY OF DOVER

J. Michael Joyal, Jr. City Manager
DATE:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: R - 2013.11.13 - 127
Resolution Re: Approval of Walters Disc Golf Emporium, LLC Lease, at the Bellamy Park Building

WHEREAS: The Walter Disc Golf Emporium, LLC seeks to enter into a lease agreement with the City of Dover regarding the operation of a disc golf equipment and snack sale business on City property; and

WHEREAS: The location of the Leased Premises is to be at the Bellamy Park Building, Knox Marsh Road, first floor, which contains 481 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 Walter Disc Golf Emporium, LLC for a term of three (3) years with the option to renew for an additional three (3) years.

AUTHORIZATION

Approved as to Funding: Daniel Lynch, Finance Director (Signature: Daniel R Lynch 11/7/13)
Sponsored by: Deputy Mayor Carrier By Request
Approved as to Legal Form: Anthony I. Blenkinsop, City Attorney (Signature: AIBL 11/7/2013)
Recorded by: Karen Lavertu, City Clerk (Signature: Karen Lavertu)



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CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2013.11.13 – 127**
Resolution Re: **Approval of Walters Disc Golf Emporium, LLC Lease,
at the Bellamy Park Building**

DOCUMENT HISTORY:

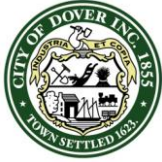
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor	Vacant	
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:

The City of Dover leases space at the Bellamy Park Building. This lease concerns leasing space to a for-profit business that will engage in operating a disc golf equipment and snack sale business open to the general public.



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LEASE AGREEMENT

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

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

and

LESSEE: WALTERS DISC GOLF EMPORIUM, LLC, a New Hampshire limited liability company with a mailing address of 32 Knox Marsh Road, Dover, New Hampshire 03820 ("Lessee").

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

ARTICLE 1 - LEASED PREMISES

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

Space consisting of approximately four hundred eighty one (481) square feet (the "Leased Premises"), on the first floor of the Bellamy Park building located on Knox Marsh Road, Dover, New Hampshire.

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

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

1.3 Lessee has right to use Common Areas pursuant to Paragraph 7 of this Agreement.

ARTICLE 2 - TERM OF LEASE

2.1 The term of this Lease ("Term") is three (3) years, commencing _____, 2013 and expiring at midnight on _____, 2016.

2.2 Lessee shall have the option to renew this Lease for one (1) additional three (3) year term on the same terms and conditions set forth in this Lease, except for any modifications to rent pursuant to Article 3. At least ninety (90) days, but no earlier than one hundred twenty



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(120) days, prior to the expiration of the initial term of this Lease, 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. If either the LESSOR or LESSEE desire to terminate this agreement a ninety (90) day written notice is required.

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

ARTICLE 3 - RENT

Lessee shall, through the first year of this Lease, pay to Lessor rent for the Leased Premises in the amount of **Four Hundred Dollars and Eighty Three Cents (\$400.83) per month**. The rental rate includes the cost of utilities and services including heat, electricity, water/sewer, trash removal and snow plowing services. In subsequent years of the Agreement, the cost for these items will be factored in to the rent adjustments based on the actual annual operational expenses of the building for the prior year and annual rent shall be adjusted accordingly.

WALTERS DISC GOLF EMPORIUM 481 Sq. Ft.

<u>Component</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>
Capital Reserve	\$1.25	\$ 601.25	\$ 50.10
Utilities (*)	\$8.75	\$4,208.75	\$ 350.73
Other as agreed	0	0	0
Total Rent Assessment	\$10.00	\$4,810.00	\$ 400.83

*Rental rate adjustments will be made annually at the anniversary of the Commencement Date of this Agreement with those costs factored in per use of the chart above.

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

ARTICLE 4 - USE OF PREMISES

4.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **operating a disc golf**



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equipment and snack sales business and for no other purpose without the Lessor's prior written consent.

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

(a) Not display merchandise outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse in appropriate containers within the Leased Premises.

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

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

(d) Obey and observe (and compel its officers, employees, contractors, licensees, invitees, subtenants and all other doing business with it to obey and observe) all reasonable rules and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the building.

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

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

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



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ARTICLE 5 - INSTALLATIONS AND ALTERATIONS

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

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

ARTICLE 6 - INSURANCE AND INDEMNITY

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

6.2 Lessee shall provide and keep in force during the term hereof, in the name of Lessor and Lessee, as their respective interests may appear, general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Leased Premises, in an amount not less than \$1,000,000 in respect to injuries to any one person, not less than \$1,000,000 in respect to any one incident, and not less than \$500,000 in respect to property damage. All insurance required to be maintained by Lessee shall name Lessor and any other entity designated by Lessor as additional insureds and shall be with an insurance company satisfactory to Lessor.

6.3 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;



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- (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.

ARTICLE 7 - COMMON AREAS

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

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

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

ARTICLE 8 - MECHANIC LIENS OR CLAIMS

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income



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therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

ARTICLE 9 - DESTRUCTION AND RESTORATION

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

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

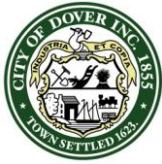
9.3 If this Lease is terminated in the manner set forth in Paragraph 9.1 above, the Rent, including additional rent, shall be apportioned to the time of the casualty. If this Lease is not terminated and Lessor elects to restore or repair the Leased Premises, then the Rent payable by Lessee as provided in Paragraph 9.2 above shall be equitably abated based on the square footage in the Leased Premises which are usable, until such time as the damage to the Leased Premises has been repaired.

ARTICLE 10 - PROPERTY IN LEASED PREMISES

All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

ARTICLE 11 - ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall



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have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

ARTICLE 12 - SURRENDER OF LEASED PREMISES

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

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

ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES

Lessee shall contract for, in its own name, and shall pay before delinquency the following utility services rendered or furnished to the Leased Premises: telephone or internet services specifically used by the Lessee. In no event shall Lessor be liable for the quality, failure or interruption of any utility services to the Leased Premises.

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

ARTICLE 14 - ASSIGNMENT

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. Any response to Lessee's request for consent shall not be unreasonably withheld or unduly delayed. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent. Any dissolution, merger, consolidation, or other reorganization of Lessee, or his assigns, or the sale or other transfer of a controlling interest of Lessee or his assigns, or the sale of 51% or more, of the



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value of the assets of the Lessee or his assigns, shall be deemed an assignment. Should any change of ownership, whether by sale, assignment, bequest, inheritance, operation of law or otherwise take place without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon thirty (30) days' notice to Lessee.

ARTICLE 15 - DEFAULT BY LESSEE

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

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

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

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

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

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

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

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

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



CITY OF DOVER

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WWW.DOVER.NH.GOV
603.516.6000

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

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

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

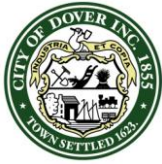
15.5 The waiver of Lessor or any breach of any term, condition or covenant of this Lease in one instance shall not be deemed to be a waiver of such term, condition or covenant for the duration of this Lease. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval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

ARTICLE 16 - HOLDING OVER

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

ARTICLE 17 - SIGNS

Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in



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any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

ARTICLE 18 - ENVIRONMENTAL COMPLIANCE

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

18.2 Lessee covenants that:

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

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

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

(2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

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

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



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injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

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

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

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

ARTICLE 19 - NOTICES

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

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

If to Lessee: Walters Disc Golf Emporium
32 Knox Marsh Road
Dover, NH 03820

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

ARTICLE 20 - MISCELLANEOUS

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



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

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

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

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

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and Chris Baker owner of Walters Disc Golf Emporium, LLC have executed duplicate originals of this Lease Agreement on _____, 2013.

CITY OF DOVER, NEW HAMPSHIRE

Witness

By _____, Duly Authorized

WALTERS DISC GOLF EMPORIUM, LLC

Witness

By: _____, Its Member
Duly Authorized

To: Dover City Council

From: Dorothea Hooper, Councilor Ward 4

Re: School Board Report

The Dover School Board met in Special Session on October 28, 2013.

The purpose of the meeting was to discuss the bids received by associations to aid the board through the search for a new superintendent. Only one bid was submitted at the sum of \$16,000.

An expected bid from the New Hampshire School Boards Association did not materialize. School Board member Grady noted that the cost of the bid submitted was excessive and the rest of the board agreed voting the bid down 7 to 0. The N.H. Administrators Association did not bid because they had members living in Dover and did not want the appearance of a conflict of interest.

School Board member Baker questioned why the board could not do the search and committee work themselves. Dr. Butler agreed.

Secretary Andrews-Parker felt it could be done by the board with the help of a facilitator.

Mrs. Grady moved to put the bid out again as superintendents do not usually use to move to another district until January. That was not adopted.

Vice Chair Russell felt there was a need to start a community discussion. She also noted that they would need some help as they would also be going into budget season. She moved to start forming a committee. This passed.

Chair D'Andrea began a discussion concerning people that would need to be represented on such a committee: Parents from each school, City Council, School Board, administrators, community members, etc.

Secretary Andrews-Parker offered to make a time-line to be discussed at a November meeting.

Both board members Baker and Grady revisited some of the past history of superintendent searches throughout the meeting to give background to the discussion.

It was noted that the Interim Superintendent Fernandes would be unable to participate in the selection if he intends to apply for the position.

The meeting was adjourned.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2013.11.13 – 128**
Resolution Re: **Accept Downtown Recreation Improvements**

WHEREAS: The developer for the Cocheco Fall Millworks seeks to substitute donations of recreation amenities in the downtown for the payment of the Recreation impact fee pursuant to local ordinance; and

WHEREAS: The Dover Planning Board recommends the substitution.

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

The donation in the amount of \$64,380 in cash and facility improvements to the downtown from Cocheco Mills Holdings, LLC is accepted as a substitute for the payment of the Recreation Impact Fee in the amount of \$64,380 pursuant to the Dover Zoning Code.

Daniel R. Lynch 11/7/13

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

Councilor Michael Weeden

Approved for Legal Compliance:

ATB
Anthony I. Blenkinsop
City Attorney

11/7/2013

Recorded by:

Karen Lavertu
Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2013.11.13 – 128**
Resolution Re: **Accept Downtown Recreation Improvements**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor	Vacant	
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:

In 2003 the City of Dover amended its Zoning Ordinance, Chapter 170 of the City Code, to allow for the collection of impact fees. This ordinance governs collection of impact fees and has a clause for waiving the collection of fees. The Planning Board is authorized to waive the collection of the fee for the donation of real property. The City Council must accept the real property or facility improvement of equal value to the fee that would be collected.

In December of 2011, the Planning Board approved a conversion of 120,000 square feet of office space into 120 residential units within the Cocheco Falls Millworks for Cocheco Mills Holdings LLC. The conversion of 74 units has occurred, as part of the development, and the Recreation Impact Fees for the units amounts to \$64,380 (\$870 per unit). Cocheco Mills Holdings, LLC would like to contribute the following in lieu of paying the Impact Fee:

Fish ladder Park:

Replace Broken Park Benches & Install Additional Seating, and/or Install New Accent Lighting (bollards or similar) \$3,686

City-Owned Park – Henry Law Park:

Contribute Towards New Playground \$25,000

Cocheco Falls Millworks Courtyard:

Easement on Courtyard / Bridge \$15,000

Restore Bridge Over Cocheco Falls - New Planks, New Seating, New Lighting \$19,660

Add Public WiFi to Courtyard \$1,034



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2013.11.13 – 128**

Resolution Re: **Accept Downtown Recreation Improvements**

The remaining impact fees (School, Fire and Police) will still be collected from the developer at the time of the building permit.

As per 170-28.7-F of the City Code, the Planning Board has the authority to waive all or part of an impact fee assessment and accept a contribution of real property or facility improvements of equivalent value and utility to the public, provided that the City Council consents to accepting the donation.

On September 24, 2013, the Planning Board vote to recommend that the Council accept the Infrastructure, in lieu of payment of the impact fee, after holding a public hearing.

Additional material is provided as background.

CHRISTOPHER G. PARKER, AICP
Director

c.parker@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6008
Fax: (603) 516-6049
www.dover.nh.gov

City of Dover, New Hampshire
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

NOTICE OF DECISION

October 2, 2013

Cocheco Mills Holdings, LLC
c/o Matt Assia
100 Main Street
Dover NH 03820

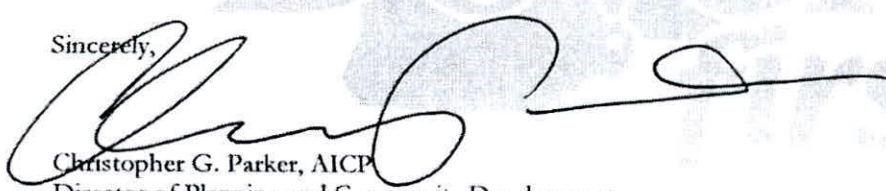
RE: Impact Fee Waiver Request for Cocheco Mills Holdings, LLC, Assessor's Map 2, Lots 37 & 37A and Map 3, Lots 63, 63B & 66 located on 100 Main Street.

Dear Cocheco Mills Holdings, LLC: *Matt*

Please be advised that on Tuesday, September 24, 2013 the Dover Planning Board voted to recommend that the Council accept infrastructure, in lieu of payment of the recreation impact fee for 74 units, and should the Council accept the donation the recreation impact fee be waived.

If you have any questions, please do not hesitate to contact my office.

Sincerely,


Christopher G. Parker, AICP
Director of Planning and Community Development

CC: City Clerk
Recreation Department

Parker, Christopher G.

From: Steele, Doug
Sent: Thursday, September 19, 2013 1:30 PM
To: Parker, Christopher G.
Subject: RE: Cocheco Impact Fees

Yes Chris I agree. I would prefer to wait on any purchases for benches and lighting until the recommendations of the Downtown Vehicular Access Study is complete.

Douglas W. Steele II
Community Services Director
City of Dover, NH
288 Central Avenue
Dover, NH 03820-4169
e: d.steele@dover.nh.gov
p: 603.516.6450; 603.516.6463

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From: Parker, Christopher G.
Sent: Thursday, September 19, 2013 12:19 PM
To: Steele, Doug
Subject: Cocheco Impact Fees

Doug

Can you please confirm our conversation that you and I had relative to the waiver request for recreation impact fees. We discussed that you are in favor of the waiver, as long as the benches and lighting conforms to design and arrangement guidelines being developed.

Chris

Christopher G. Parker, AICP
Director of Planning and Community Development
City of Dover, NH
288 Central Avenue
Dover, NH 03820-4169
e: c.parker@dover.nh.gov
p: 603.516.6008 f: 603.516.6049

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<http://dovernhplanning.tumblr.com/>

Facebook: www.facebook.com/pages/Dover-NH/City-of-Dover-NH-Planning/446789895351

Twitter: [@DoverNHPlanning](https://twitter.com/DoverNHPlanning)

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Parker, Christopher G.

From: Corcoran, Wil
Sent: Saturday, September 28, 2013 12:28 PM
To: Parker, Christopher G.
Cc: Langley, Donna
Subject: RE: Cocehco Millworks Courtyard

Chris –

I do confirm our discussion regarding parcel 3-63. The question posed to me was whether \$15,000 was reasonable for this parcel should a public ROW be placed across the lot.

Please understand that this is not an appraisal, subject to Uniform Standards of Professional Appraisal Practices (USPAP), rather, a statement from me as to whether a \$15,000 value seemed 'reasonable' given the circumstances and stated intentions regarding the subject lot. Under those qualifications, I believe that a \$15,000 value for this parcel is reasonable.

Wil Corcoran
City Assessor
City of Dover, NH
288 Central Avenue
Dover, NH 03820-4169
e: youraddress@ci.dover.nh.us
p: 603.516.6014
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From: Parker, Christopher G.
Sent: Tuesday, September 24, 2013 4:11 PM
To: Parker, Christopher G.; Corcoran, Wil
Subject: RE: Cocehco Millworks Courtyard

Wil

Do you have a chance to confirm this?

Chris

Christopher G. Parker, AICP
Director of Planning and Community Development
City of Dover, NH
288 Central Avenue
Dover, NH 03820-4169
e: c.parker@dover.nh.gov
p: 603.516.6008 f: 603.516.6049

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Facebook: www.facebook.com/pages/Dover-NH/City-of-Dover-NH-Planning/446789895351
Twitter: @DoverNHPlanning

From: Parker, Christopher G.
Sent: Wednesday, September 18, 2013 3:01 PM

To: Corcoran, Wil
Subject: Cocehco Millworks Courtyard

Wil

Can you please confirm our discussion that if Coheco Mill Holdings LLC wanted to donate a public access easement over Assessor's Map 3, Lot 66, which is assessed at \$129K, as well as the right to pass and repass over metal bridge over the falls, located on Assessor's Map 3, Lot 63, a fair value for that easement is \$15,000.

Chris

Christopher G. Parker, AICP
Director of Planning and Community Development
City of Dover, NH
288 Central Avenue
Dover, NH 03820-4169
e: c.parker@dover.nh.gov
p: 603.516.6008 f: 603.516.6049

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Parker, Christopher G.

From: Matt Assia [Massia@Chinburg.com]
Sent: Tuesday, September 24, 2013 3:12 PM
To: Parker, Christopher G.
Subject: FW: City of Dover - Public Wifi

Chris –
WiFi quote for tonight....
Matt

From: David Schleyer
Sent: Tuesday, September 24, 2013 3:02 PM
To: Matt Assia
Subject: Fwd: City of Dover - Public Wifi

For you

Sent from my iPhone
Dave Schleyer
Assistant Property Manager
Chinburg Management
m (603)-502-5987

Begin forwarded message:

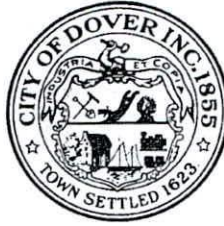
From: "Wentworth, Matt" <M.Wentworth@dover.nh.gov>
Date: September 24, 2013, 12:47:08 PM EDT
To: David Schleyer <dschleyer@Chinburg.com>
Subject: RE: City of Dover - Public Wifi

I just received the quote back from the wiring company. I will get a scanned copy of the invoices over to you. I wanted to get you the numbers as soon as possible. Currently the hardware costs have been \$457.95, and the quote for wiring is \$576.00. Brining us to a total of \$1,033.95. If all goes smoothly that should be all that is needed. I am awaiting the delivery of the antenna cabling. Once that has arrived I can schedule the install of the equipment.

Matthew Wentworth, CCNA
IT Administrator
City of Dover, NH
288 Central Avenue
Dover, NH 03820-4169
e-mail: m.wentworth@dover.nh.gov

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<http://www.dover.nh.gov>

GARY S. BANNON
Director
g.bannon@dover.nh.gov



McCONNELL CENTER
61 Locust Street, Suite 124
Dover, New Hampshire 03820
(603) 516-6410
Fax: (603) 516-6431
www.dover.nh.gov

City of Dover, New Hampshire

RECREATION DEPARTMENT

September 5, 2013

Chris Parker, Director
Dover Planning Department
288 Central Ave.
Dover, NH 03820

Dear Chris,

Henry Law Park has been a focal point of community activities for many years in Dover. The location and amenities of the park make it a prime site for many events that are currently held and has potential with improvements to make it even more of a destination point for the City.

Through the efforts of the City of Dover and the Dover Rotary Club over the years much has been done to create and maintain the features that make Henry Law Park an attractive and functioning venue. However due to the abundance of use over time one area of the park is in need of renovation. That area is the playground behind the Indoor Pool that services hundreds of children per week. This playground and the area adjacent to it are in need of a total makeover to update the site and expand the opportunities for children to play and interact in a safe manner.

With the help of PSNH and the Children's Museum of New Hampshire a concept plan has been drawn up to renovate that area to make it a unique and attractive playground for many years to come.

We are at the stage of gathering financial support to accomplish all of the proposed improvements. One element of that support is Recreation Impact fees charged to developers. I am aware that the addition of residential units to the Chinberg property adjacent to Henry Law Park has added at least \$25,000 in impact fees for recreation improvements. I will accept this contribution and any other applicable funds to go toward the Henry Law Park Improvement Project as the Chinberg investment. Please let me know if you need further confirmation of the understanding of this agreement.

Sincerely

Gary S. Bannon, Director



City of Dover, New Hampshire Impact Fee Waiver Request Form

[Revision Date: October 19, 2011]

Office Use Only

Date Received: _____ Date of Planning Board Meeting: 6-25-13

Waiver Request #: #45 Glare

JUN 12 2013

PROPERTY OWNER AND PARCEL INFORMATION

Name of Property Owner: COCHECO MILLS HOLDINGS, LLC Telephone # 868-5995 c/o CHINBURG PROPERTIES

Address of Property Owner: 3 PENSTOCK WAY, NEWMARKET, NH 03857

Address of Property Being Assessed Impact Fee: 100 MAIN ST.

Assessor's Map # _____ Lot(s) # MAP 2 / LOTS 37, 37A
MAP 3 / LOTS 63, 638, 66

Type of Building Proposed (check one):

RESIDENTIAL

- Single Family Detached
- Single Family Attached (townhouse)
- Duplex or 3-Unit Structure
- Multi-family Structure (4+ Units)
- Manufactured Home

NON-RESIDENTIAL

- Retail, Restaurant, or Club building
- Office or Commercial Services building
- Industrial, Transportation, Warehouse or Communication Building
- Nursing Home or Assisted Living Building
- Other Institutional Use Building

Amount of impact fee invoiced by City: \$ 181,152

Use the space provided to explain why you feel that the impact fee assessed for your property should be waived by the Planning Board, per Chapter 170-28.7, G. (attach additional sheet if necessary):

PLEASE SEE ATTACHED LETTER

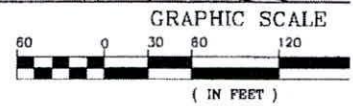
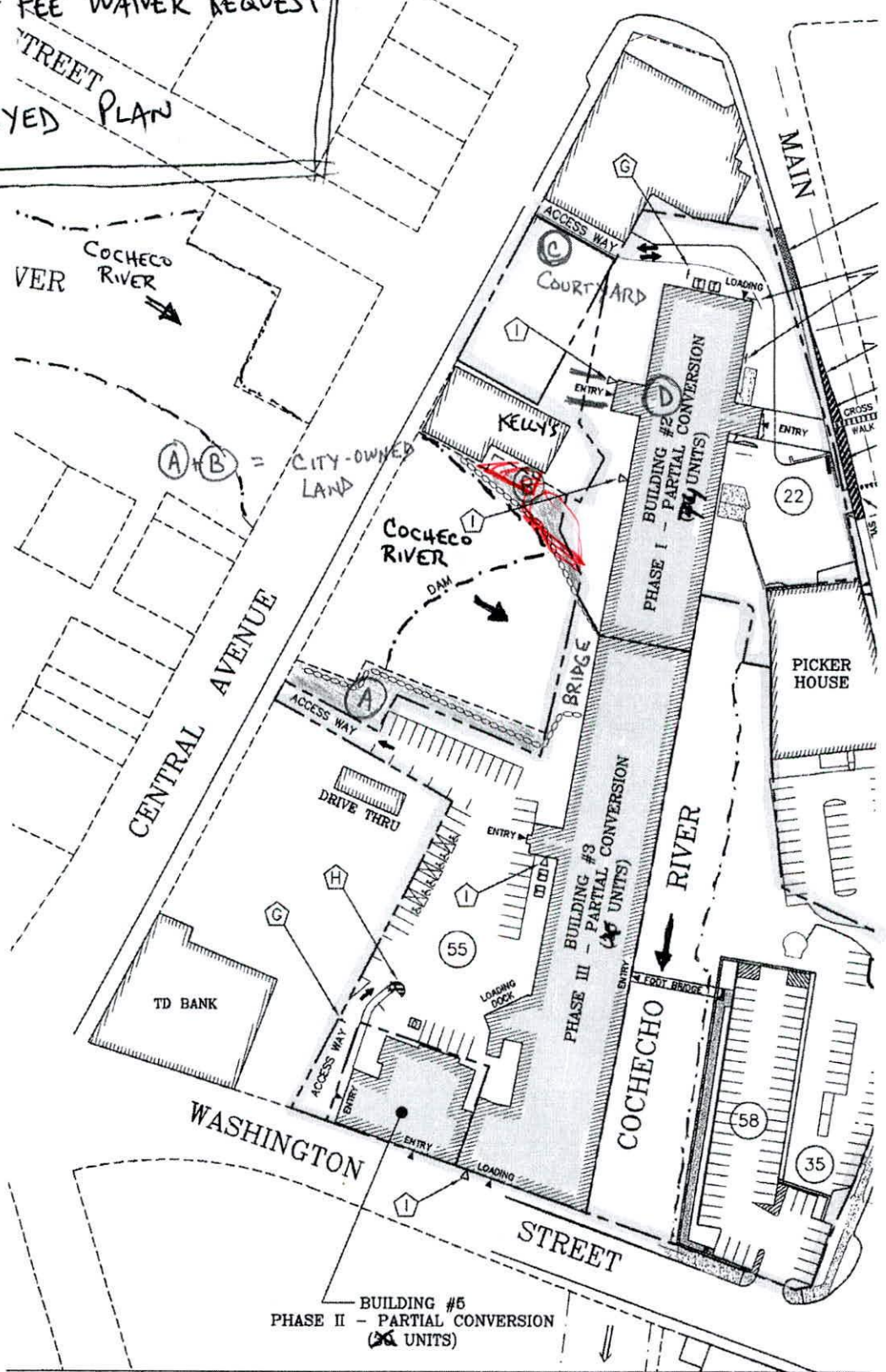
Matt Assia
Owner's Signature

5/17/13
Date

MATT ASSIA, CHINBURG PROPERTIES
ON BEHALF OF COCHECO MILLS HOLDINGS, LLC

COCHECO FALLS MILLWORK IMPACT FEE WAIVER REQUEST

KEYED PLAN





May 20, 2013

Christopher G. Parker
 Director of Planning and Community Development
 City of Dover
 City Hall, 288 Central Avenue
 Dover, NH 03820

**RE: Impact Fee Waiver Request
 Residential Development @ Cocheco Falls Millworks
 Dover Planning File No. P11-60**

Dear Chris:

On behalf of Cocheco Mills Holdings, LLC ("Owner"), I write to respectfully request a waiver of a portion of the impact fees due to the City of Dover as a result of the referenced Planning Board approval. Please find enclosed herein a list of potential projects that the Owners proposes to undertake or fund to re-direct portions of the impact fee. Please consider this list as a working document to be vetted and improved upon with you and other City administrators. We hope to have an open dialog to develop a list that is most beneficial to the City and fulfills the intent of the impact fee statute.

As previously discussed, the 74 apartments in the first phase of the project are scheduled to be completed in June 2013 with occupancy expected on or about July 1, 2013. Chinburg Builders will be requesting final inspections in the coming weeks. We respectfully request that the City extend the due date of the impact fee until after we have the opportunity to present our waiver request to the Planning Board. We understand that this extension will not impact our ability to request final inspections and the City's ability to issue certificates of occupancy. If our understanding is incorrect, please immediately advise.

Calculation of Impact Fee - Phase 1

The total amount due for Phase 1 is \$181,152 per the calculation below.

74 Units			74,000 SF		NET AMOUNT DUE
PROPOSED APARTMENTS			EXISTING OFFICE		
	per unit	total	per SF	total	Total
Rec	\$870	\$64,380	\$0.00	\$0	\$64,380
Police	\$407	\$30,118	\$0.14	\$10,360	\$19,758
Fire	\$377	\$27,898	\$0.12	\$8,880	\$19,018
School	\$1,054	\$77,996	\$0.00	\$0	\$77,996
	\$2,708	\$200,392	\$0.26	\$19,240	<u>\$181,152</u>

Proposed Use of Impact Fees

The Cocheco Falls Millworks is ideally located at the heart of Dover's vibrant central business district. This premier location presents a wonderful opportunity to invest the impact fee in a focused area



that will have broad benefits to the City and provide for the continued vibrancy of the business district. We are pleased to have this opportunity to help identify projects around the Millworks to direct the impact fee.

We understand that the fee must be invested in City-owned property or in privately-owned areas that are publicly accessible. In addition to the City sidewalks around the perimeter of the property, the property abuts City-owned park land adjacent to the Cocheco Falls. The property's privately owned courtyard has been used a public amenity since its creation in the 1980's and we intend to improve and maintain the courtyard in a manner that welcomes the public. Lastly, our repositioning strategy includes the creation of a publicly accessible indoor "Main Street" themed corridor that will have a mix of retail, commercial, and service-oriented tenants. Access to this indoor Main Street will be through the courtyard during normal business hours consistent with the hours of other businesses in the central business district. In summary, we feel strongly that we have a number of areas in which to direct the impact fee.

Therefore, we propose to offset the Recreation and School components of the impact fee with the following projects. This list is intended to present concepts and order of magnitude budgets. More design work will be required to finalize scope and budget. We hope to review this list with you and other City administrators to prioritize projects and better define scopes for final budgeting prior to formal presentation to the Planning Board. Please refer to the attached plan to help identify the location of each project.

I. Projects to Offset Recreation Impact Fee (amount due: \$64,380)

(A) City-Owned Central Avenue / Falls Park		
1.	Replace Broken Park Benches & Install Additional Seating	\$2,500 - \$3,500
2.	Restore & Expand Planting Beds	\$5,000 - \$7,500
3.	Replace Decorative Street Pole Lights – Use Low Energy Fixtures and "Dark Sky" Cut-Offs	\$15,000 - \$20,000
4.	Install Additional Historic Markers	\$3,000 - \$5,000
Sub-Total:		\$22,500 - \$31,000

(B) City-Owned Park – North Side of Falls (near Kelly's)		
5.	Install Decorative Fencing	\$2,500 - \$3,500
6.	Create New Planting Beds	\$5,000 - \$7,500
7.	Create Dam Overlooks along Existing Brick Wall with Pavers	\$15,000 - \$20,000
Sub-Total:		\$25,500 - \$36,000

(C) Cocheco Falls Millworks Courtyard		
8.	Replace Decorative Street Pole Lights – Use Low Energy Fixtures and "Dark Sky" Cut-Offs. Install outlets for use by	\$20,000 - \$30,000



	Dover Main Streets Holiday Lighting Program.	
9.	Install new granite posts at edge of public sidewalk along "Front Door" of courtyard.	\$6,000 - \$7,000
10.	Install new park benches along sidewalk and within courtyard	\$4,000 - \$6,000
11.	Construct new gateway sign at "Front Door" to courtyard to welcome public. Sign design to mimic wrought iron fence section with period style lettering - "Welcome to Cocheco Falls Millworks" or similar. Sign design to be reviewed by City.	\$5,000 - \$10,000
12.	Restore planting beds and install new plants and irrigation	\$12,000 - \$15,000
13.	Restore crushed stone pathway	\$3,000 - \$5,000
14.	Reset granite bollards and steps	\$5,000 - \$6,000
15.	Restore Bridge Over Cocheco Falls and Create New Seating	\$10,000 - \$15,000
16.	Add Public WiFi to Courtyard	\$1,300 - \$1,500
	Sub-Total:	\$66,300 - \$95,500

Potential Grand Total: \$114,300 - \$162,500

II. Projects to Offset School Impact Fee (amount due: \$77,996)

(A) City-Owned Central Avenue / Falls Park		
17.	Install Additional Educational Markers	\$3,000 - \$5,000
18.	Restore Existing Educational Markers/Pictures in Wood Frames - Replace Picture & Frame	\$3,000 - \$5,000
(B) City-Owned Park - North Side of Falls (near Kelly's)		
19.	Install Additional Educational Markers at New Overlooks	\$3,000 - \$5,000
(C) Cocheco Falls Millworks Courtyard		
20.	Restore Existing Educational Markers/Pictures in Wood Frames - Replace Picture & Frame	\$3,000 - \$5,000
21.	Install New Public Art from School Arts Program	\$5,000 - \$6,000



(D)	Cocheco Falls Millworks Indoor Main Street	
22.	Create New, Publicly Accessible Millworks Educational Display	\$7,500 - \$15,000

Potential Grand Total: \$24,500 - \$41,000

Thank you for considering our waiver request. We look forward to meeting and to discussing our proposal in detail.

Sincerely,

Matt Assia
Chinburg Properties on behalf of Cocheco Mills Holdings, LLC

Attachment

cc: Eric Chinburg, Chinburg Properties
Brint Shone, Chinburg Properties
Geoff Spitzer, Chinburg Builders



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013.11.13 – 129**
Resolution Re: **Huggins Trust Conservation Easement, Dover - Amendment**

- WHEREAS: That through the Huggins Trust Conservation Easement Deed dated May 30, 2001, the Huggins Trust conveyed a conservation easement over 64 acres on Bayview Road in Dover to the Strafford Rivers Conservancy, Inc.; and
- WHEREAS: The City of Dover is an Executory Interest Holder in the conveyance; and
- WHEREAS: The conservation easement prohibits subdivision of the property; and
- WHEREAS: Strafford Rivers Conservancy has agreed to a one-time subdivision of the property into two lots with a Confirmatory and Restated Conservation Easement Deed in accordance with a settlement agreement resultant from a Petition to Partition; and
- WHEREAS: The Office of the Attorney General has approved the one-time subdivision and Confirmatory and Restated Conservation Easement Deed; and
- WHEREAS: To complete the easement amendment, the City of Dover will need to sign the Confirmatory and Restated Conservation Easement Deed as the Executory Interest Holder; and
- WHEREAS: The Dover Conservation Commission, consistent with RSA 36-A, will vote whether to recommend that the City Council approve this amendment at its regular meeting on Tuesday, November 12, 2013.

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

The City Manager is authorized to sign the Confirmatory and Restated Conservation Easement Deed.

AUTHORIZATION

Approved as to Funding: *Daniel R Lynch 11/7/13* Daniel R. Lynch Finance Director Sponsored by: Deputy Mayor Carrier By Request

Approved for Legal Compliance: *ATB 11/7/2013* Anthony I. Blenkinsop City Attorney

Recorded by: Karen Lavertu City Clerk *Karen Lavertu*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013.11.13 – 129**
Resolution Re: **Huggins Trust Conservation Easement, Dover - Amendment**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor	Vacant	
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:

Elisha Huggins, Robert Huggins and Cleo Huggins, as Trustees of the Elizabeth L. Huggins Trust conveyed a Conservation Easement to the Strafford Rivers Conservancy as Grantee and the City of Dover as Executory Interest Holder on May 30, 2001 on 64 acres on land on Bayview Road in Dover.

Cleo Huggins filed a Petition to Partition the Property against her brother and Trust beneficiary, Robert Huggins, and the Strafford Rivers Conservancy on April 5, 2012, due to a dispute between Cleo and Robert. As part of a settlement agreement with Cleo and Robert Huggins, the Strafford Rivers Conservancy agreed to amend the Huggins Trust Conservation Easement to allow for the one-time subdivision of the Property into two lots provided that the easement deed would be updated to the Conservancy's current template and the right for commercial recreation was eliminated. Since Robert would not agree to these conditions, Robert agreed to deed his interest in the Property to his father, Elisha Huggins, who subsequently agreed to the amendment conditions.

The Conservancy worked with Cleo Huggins' and Elisha Huggins' attorneys to draft a Confirmatory and Restated Conservation Easement Deed. The final deed language has been approved by all parties, as well as the New Hampshire Attorney General's Office.

The proposed amendment is consistent with the original Grantor's donative intent, enhances the protection of the conservation attributes of the Property, does not result in private benefit, and adheres to the Conservancy's Amendment Policy.



Strafford Rivers Conservancy

CONSERVATION EASEMENT DEED AMENDMENT POLICY

BACKGROUND STATEMENT

The Strafford Rivers Conservancy acquires and holds conservation easements in order to protect agriculture, forestry, wildlife, ecological integrity, water resources, recreation and open space for the benefit of present and future generations in greater Strafford County, New Hampshire. Because conservation easement acquisitions are accomplished through voluntary agreements with landowners, the success of the program depends upon the confidence of these owners that the Conservancy will meet its obligations to monitor and enforce the conservation easements in perpetuity. This confidence would be seriously eroded if the Conservancy allowed modifications of its conservation easements that could be perceived as inconsistent with the purposes of the easement or the mission of the organization. Amendments could also raise problems with the Internal Revenue Service, both for the Conservancy in terms of its tax-exempt status and for donors of conservation easements in terms of any charitable deduction that may have been claimed for a gift.

Therefore, it is the policy of the Strafford Rivers Conservancy to hold and enforce its conservation agreements as written. Any request for an amendment, with the exception of amendments required to expand the area covered by an easement, will be reviewed according to the procedures set forth in this policy statement and will be implemented only where the Board of Directors determines that:

- (1) The requested modification is consistent with the goals of the Conservancy and will not undermine the Conservancy's obligation to monitor and enforce conservation easements it has accepted; and,
- (2) It is warranted under one or more of the purposes set forth below; and,
- (3) There are no practical alternatives available to achieve that purpose; and,
- (4) It is the minimum change necessary to achieve that purpose.

Unless specifically waived by the Board of Directors, the requestor shall pay all staff costs pertaining to reviewing the change, whether or not the request is approved. Additionally, the Board may condition the approval of an amendment request upon payment to the Stewardship Fund of an amount sufficient to offset any increased monitoring obligations. No amendment proposal will be considered if there is an outstanding violation of the existing deed restrictions that has not yet been addressed to the satisfaction of the Conservancy and is not addressed by the amendment request.

PURPOSE OF REQUESTED AMENDMENT

The Strafford Rivers Conservancy will consider modification to its conservation easement deeds only in the following circumstances:

I. Correction of an Error or Ambiguity. The Conservancy may authorize an amendment to correct an error or oversight made at the time the conservation restrictions were entered into. This may include: correction of a legal description, inclusion of standard language that was unintentionally omitted, or clarification of an ambiguity in order to avoid litigation over the interpretation of the document in the future.

II. Settlement of Condemnation Proceedings. Conservation restrictions and other interests which the Conservancy holds in land are subject to condemnation for public purposes, such as highways, schools, etc. Where it appears that the condemnation power would be properly exercised, the Conservancy shall attempt to preserve the intent of the original conservation agreement to the greatest extent possible.

(A) Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Conservation Easement conveyed, the landowner and the Conservancy shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

(B) Unless otherwise stated in the terms of the conservation easement, the balance of the damages recovered shall be divided between them in proportion to the fair market value of their respective interests in that part of the property condemned on the date of execution of the conservation Easement Deed. For this purpose, the Conservancy's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of the conservation Easement Deed is reduced by the use limitations imposed. The Conservancy shall use its share of the proceeds in a manner consistent with and in furtherance of the conservation purposes set forth in its By-Laws.

III. Modifications Consistent with Conservation Purpose. The Conservancy may authorize other modifications of the conservation restrictions where:

- (a) the modification is not inconsistent with the intent of the principal parties of the original conservation project, and
- (b) the amended agreement is substantially equivalent to or enhances the conservation goals of the original agreement.

The Board of Directors will be extremely cautious in consenting to a change under this section, and will do so only where the circumstances suggest that a change is clearly warranted and in the best interests of conservation. For example, the Conservancy may allow the change of a housesite permitted under the conservation restrictions to a new location, where the new location has a lower impact on the conservation values sought to be protected under the restrictions.

PROCEDURES FOR AMENDMENT REQUEST REVIEW

Any landowner seeking a modification to an existing conservation agreement shall file a request in writing with the Conservancy stating what change is being sought and the specific reasons why it is needed or warranted. Where appropriate, maps, plans and other documentation will accompany the request. Unless waived, the request shall also be accompanied by a payment of \$1,000 to cover the Conservancy's expenses related to the amendment such as:

- staff time,
- surveys,
- appraisals,
- baseline documentation amendments,
- stewardship cost adjustments, and
- outside consultant fees (e.g., legal counsel).

A written agreement will be signed between the landowner and the Conservancy detailing the financial responsibilities of the parties for any costs incurred by the amendment request. Any unexpended portion of the fee shall be refunded, and the landowner shall be responsible for all costs exceeding the initial fee.

The President of the Board, in consultation with the Lands Committee, shall review all requests and, when appropriate, shall refer them to the Conservancy's staff for evaluation. The evaluation will include but not be limited to:

- reviewing the deed,
- reviewing the amendment request,
- reviewing the easement file, and
- performing a site visit.

The evaluation will consider whether the amendment is consistent with the original intent of the easement and whether there may be violations of the Private Benefit or Private Inurement Rules. Legal counsel may be consulted during the process. The staff, in cooperation with the Lands Committee, shall present all of the information gathered, together with its recommendations, for preliminary review by the Board.

The Board will consider the information and recommendations and determine whether further consideration of the request is warranted or if the request will be rejected. If the Board approves further consideration, it is at their discretion whether the review will include reasonable efforts to notify the principal parties to the original transaction, including:

- the landowner who granted the conservation easement,
- any town or State board or agency which contributed funds to the acquisition,
- the organization(s) who have executory interest, and
- any persons or organizations who significantly supported the acquisition through financial gifts, pledges or charitable credit, etc.

Principal parties will be given at least 30 days to provide written comments on the proposed amendment. The Board may also decide that an appraisal is needed in order to avoid violations of the Personal Benefit or Personal Inurement Rules. The Board President with Lands Committee authorization or the Board may reject the proposal at any time in the process. Legal counsel must review the amendment if it is to be brought to the Board for approval. Legal counsel will make a determination that the proposed amendment complies with applicable state laws, including but not limited to, the state's enabling legislation for conservation easements. During this review process the Conservancy will also determine whether the proposed amendment will result in a violation of the Private Benefit or Private Inurement Rules.

The President of the Board shall bring the request before the entire Board of Directors, if the staff, Lands Committee and legal counsel conclude that the amendment is:

- legally permissible,
- consistent with the terms of the Policy Statement,
- not in violation of the Private Benefit or Private Inurement Rules, and
- clearly warranted by circumstances.

The Board of Directors may approve, approve with modification, or reject the request for amendment at its next regularly scheduled meeting or at a special meeting convened for that purpose. Approval shall require a 2/3 majority vote of the full Board of Directors.

A decision of the Board to disapprove the request shall be final, unless the landowner requests further review by the Board of Directors. Approval will be subject to the landowner and the Conservancy securing the approval of the relevant state authority that provides oversight of charitable organizations (currently the New Hampshire Attorney General's office).

APPENDIX A

The "Property" subject to this Easement is that area of land with any and all buildings, structures, and improvements thereon, situated on Bayview Road, so-called, in the City of Dover, County of Strafford, State of New Hampshire, consisting of approximately 64 acres, shown on a plan entitled "Alternative Design Subdivision of Back River Farm," by McEneaney Survey Associates, Inc., dated September 25, 2000, recorded at Plan 62-57 at the Strafford County Registry of Deeds (hereafter "Plan"), and more particularly bounded and described as follows, with all bearings based on grid north orientation:

Beginning at an iron pipe on the north side of Bayview Road, at the northwest corner of the Property, at land now or formerly of Robert D. Callan Revocable Trust;

Thence proceeding S 85° 39' 01" E a distance of 2.93 feet along said Callan Trust land to a point;

Thence proceeding S 82° 03' 24" E a distance of 65.48 feet along said Callan Trust land to iron pipe;

Thence proceeding S 86° 56' 37" E a distance of 143.80 feet along said Callan Trust land to iron pipe and the corner of Declan Drive;

Thence proceeding S 87° 56' 08" E a distance of 64.57 feet along Declan Drive to a point;

Thence proceeding N 03° 38' 19" W a distance of 298.45 feet along Declan Drive to an iron rod at land now or formerly of Troy and Wendy Paine;

Thence proceeding 493.20 feet along the arc of a curve to the right having a radius of 5900.00 feet and a chord bearing of N 87° 38' 06" E along said Paine land to an iron rod;

Thence proceeding N 28° 33' 06" E a distance of 577.85 feet along said Paine land to an iron rod at land now or formerly of the State of New Hampshire;

Thence proceeding N 83° 15' 28" E a distance of 27.15 feet along said State of New Hampshire land to a steel stake at land now or formerly of W + B Draper Trust of 1998;

Thence proceeding S 23° 52' 15" E a distance of 1002.20 feet along said Draper land to a steel stake;

Thence proceeding N 66° 13' 27" E a distance of 199.75 feet along said Draper land to a steel stake at land now or formerly of Audubon Society of NH;

Thence proceeding S 23° 43' 57" E a distance of 1812.95 feet along said Audubon Society land to a steel stake located 5 feet more or less from the high water line of the Bellamy River;

Thence proceeding S 23° 43' 57" E a distance of 5 feet more or less along said Audubon Society

land to the high water line of the Bellamy River;

Thence proceeding in a westerly, northwesterly, southerly and then westerly direction a distance of 3454 feet more or less along the high water line of the Bellamy River and Frenchmans Creek to a point 20 feet from an iron rod at land now or formerly of Theodore Valpe;

Thence proceeding N 43° 50' 25'' W a distance of 20 feet more or less along said Valpey land to said iron rod;

Thence proceeding N 43° 50' 25'' W a distance of 1781.03 feet along said Valpey land to a steel stake at land now or formerly of Marc Blumenthal and Susan Norman;

Thence proceeding N 47° 10' 17'' E a distance of 269.17 feet along said Blumenthal and Norman land to a steel stake;

Thence proceeding N 19° 12' 21'' W a distance of 128.71 feet along said Blumenthal and Norman land to a steel stake at land now or formerly of Ralph Eugene Brown Jr. Trust;

Thence proceeding N 19° 12' 21'' W a distance of 299.53 feet along said Brown Trust land to a point;

Thence proceeding N 78° 12' 21'' W a distance of 102.20 feet along said Brown Trust land to a point at the easterly end of Bayview Road;

Thence proceeding N 28° 57' 59'' E a distance of 30.86 feet along Bayview Road to the point of the beginning.

EXCEPTING AND RESERVING THEREFROM:

Non-Easement Building Area 1, shown on said plan, consisting of approximately 3.20 acres, and more particularly bounded and described as follows, with all bearings based on grid north orientation:

Beginning at an iron rod on the south side of an existing gravel drive, at the northerly corner of Non-Easement Building Area 1, said point being S 45° 31' 02'' E a distance of 167.16 feet from the southeasterly corner of said Paine land;

Thence proceeding S 21° 47' 15'' E a distance of 310.00 feet to iron rod;

Thence proceeding S 68° 12' 45'' W a distance of 450.00 feet to an iron rod;

Thence proceeding N 21° 47' 15'' W a distance of 310.00 feet to an iron rod at said existing gravel drive; and

Thence proceeding N 68° 12' 45'' E a distance of 450.00 feet along said gravel drive to the point of the beginning;

Non-Easement Building Area 2, shown on said plan, consisting of approximately 2.9 acres, and more particularly bounded and described as follows, with all bearings based on grid north orientation:

Beginning at an iron rod located 13 feet more or less from the southeasterly corner of Non-Easement Building Area 2, said iron rod being located N 81° 34' 22"W a distance of 177.19 feet from a steel stake located near the southerly corner of land of Audubon Society of New Hampshire;

Thence proceeding S 23° 43' 57" E a distance of 13 feet more or less to the high water mark of the Bellamy River;

Thence proceeding westerly and northwesterly direction a distance of 744 feet more or less along the high water mark of the Bellamy River and Frenchmans Creek to a point at the westerly corner of Non-Easement Building Area 2;

Thence proceeding N 66° 16' 03" E a distance of 12 feet more or less to an iron rod;

Thence proceeding N 66° 16' 03" E a distance of 275.00 feet to iron rod;

Thence proceeding S 23° 43' 57" E a distance of 575.00 feet to the point of the beginning.

SUBJECT TO:

Title to that portion of the subject premises within the bounds of Bayview Road and Bayview Road Extension;

All that falls within the high water mark of the Bellamy River, it's creeks, marshes and all wetlands;

All notes, easements, conditions and restrictions contained in Quitclaim Deed to Cleo Huggins and Robert Huggins, dated December 18, 2012, and recorded at the Strafford County Registry of Deeds in Book 4084, Page 140, and as depicted on Plans 62-57, 62-58, 16A-5, Plan 22, Pocket 1, Folder 13, and Plan 24, Pocket 7, Folder 3;

A line extension agreement between G. Allen Huggins and the Twin State Gas and Electric Company, dated February 24, 1930, and recorded at said Registry in Book 439, Page 221;

Right-of-way and right to construct, repair, replace and maintain a driveway to Helen G. Hartnett, dated October 5, 1957, and recorded at said Registry in Book 681, Page 44;

An utility easement to the Public Service Company of NH and New England Telephone and Telegraph Company, dated November 2, 1966, and recorded at said Registry in Book 821, Page 150;

Right of way not in excess of 40 feet granted to the Audubon Society of New Hampshire, dated January 29, 1970 and recorded at said Registry in Book 867, Page 476 and re-recorded in Book 868, Page 326 and 327, and clarified and confirmed by deed dated November 23, 1973 and recorded at said Registry in Book 937, Page 361;

A 3900 square foot turn-around for public road maintenance or snow removal and a 15 foot wide strip granted to the City of Dover by Quitclaim Deed for public right of way along Bayview Road and Bayview Road Extension, dated March 9, 1971 and recorded at said Registry in Book 889, Page 247;

A right of way granted to Wilmot S. Draper, dated May 23, 1980, and recorded at said Registry in Book 1049, Page 643 and depicted on a plan recorded as Plan 16A-5 and deed dated February 28, 1983 recorded in Book 1095, Page 487;

A right to pass and repass over the Property along a 50 foot right-of-way to Wilmot S. Draper and Barbara Draper, dated June 22, 1988 and recorded in said Registry in Book 1393, Page 195;

A turn-around easement to the City of Dover, dated March 14, 2001 and recorded at said Registry in Book 2313, Page 164;

A 33 foot right of way to Daryl Breed Hoitt and Carl B. Hoitt, dated April 10, 2003 and recorded at said Registry in Book 2725, Page 231 and depicted on a plan recorded at said registry as Plan 16A-5;

An utility easement to Public Service Company of New Hampshire and Verizon New England, Inc., dated March 12, 2004 and recorded at said Registry in Book 2960, Page 276;

All conditions as per Strafford County Probate 7th Circuit Court #319-2012-EQ-193.

MEANING AND INTENDING to describe a portion of the premises conveyed by Deed from Cleo Huggins (f/k/a Katherine Huggins) and Robert Huggins as joint tenants, to Cleo Huggins (f/k/a Katherine Huggins) and Robert Huggins as tenants in common, dated December 18, 2012, and recorded at the Strafford County Registry of Deeds in Book 4084, Page 140.

THIS IS A NON-CONTRACTUAL
CONVEYANCE AND A TRANSFER TO AN
INSTRUMENTALITY OF THE STATE AND IS
EXEMPT FROM THE NEW HAMPSHIRE REAL
ESTATE TRANSFER TAX PURSUANT TO RSA
78-B:2 I. THIS TRANSFER IS ALSO EXEMPT
FROM THE LCHIP SURCHARGE PURSUANT
TO RSA 478:17-g, II(a)

**CONFIRMATORY AND RESTATED
CONSERVATION EASEMENT DEED**

WHEREAS, Elisha Huggins, Robert Huggins and Cleo Huggins, as Trustees of the Elizabeth L. Huggins Trust (herein referred to as the "Trust") conveyed a Conservation Easement to the Strafford Rivers Conservancy as Grantee and the City of Dover as Executory Interest Holder by a Deed dated May 30, 2001, recorded in the Strafford County Registry of Deeds at Book 2342, Page 782 (herein referred to as the "Original Easement") with respect to a parcel of land (herein referred to as the "Property") being a portion of a larger parcel owned by the Trust, with building and other structures and improvements thereon, situated on Bayview Road, Dover, Strafford County, New Hampshire (herein referred to as the "Trust Property");

WHEREAS, Robert Huggins and Cleo Huggins, as Trust beneficiaries, each reside in a separate residence located on the Trust Property;

WHEREAS, Cleo Huggins filed a Petition to Partition the Property, See: Cleo Huggins v. Robert Huggins and Strafford Rivers Conservancy, 7th Circuit Court – Strafford County Probate Division, Case No. 319-2012-EQ-193;

WHEREAS, in the course of the litigation, the Court determined that the Huggins Trust had terminated by its terms, and that, pending a confirmatory deed, title rested in Cleo Huggins and Robert Huggins as joint tenants with rights of survivorship, which deed was dated December 18, 2012, and recorded in the Strafford County Registry of Deeds at Book 4084, Page 134;

WHEREAS, Cleo Huggins and Robert Huggins as joint tenants with rights of survivorship subsequently conveyed to Cleo Huggins and Robert Huggins as tenants in common the Trust Property by a deed dated December 18, 2012, and recorded in the Strafford County Registry of Deeds at Book 4084, Page 140;

WHEREAS, the Property remains subject to the Original Easement, which states that subdivision of the Property is prohibited;

WHEREAS, Cleo Huggins, Robert Huggins, and Elisha Huggins as an initial Trustee and grantor of the Original Conservation Easement, together with the Strafford Rivers Conservancy, wish to

resolve the disputes among the parties, and have entered into an Agreement to settle the pending litigation;

~~WHEREAS, Robert Huggins conveyed his one-half interest in the Trust Property to Elisha R. Huggins and Anne W. Huggins, as joint tenants with rights of survivorship by deed dated March 26, 2013, and recorded in the Strafford County Registry of Deeds at Book _____, Page _____;~~

WHEREAS, Cleo Huggins, Elisha R. Huggins, Anne W. Huggins, the Strafford Rivers Conservancy and the City of Dover desire to further enhance the management of the forest and farm resources of the Property subject to the Easement by updating the conservation easement language and eliminating the reserved rights for commercial recreation and removal of clay;

WHEREAS, Cleo Huggins together with Elisha R. Huggins and Anne W. Huggins desire the right to subdivide the Property to provide for independent management of their individual interests in the Property;

WHEREAS, the parties wish to further define the rights to use, maintain, or relocate the existing utilities, septic system, and driveways on the Property; and

WHEREAS, Cleo Huggins, Elisha R. Huggins, Anne W. Huggins the Strafford Rivers Conservancy and the City of Dover agree that the management of the Property and the stewardship by the Grantee could be better effectuated and enhanced by replacing the existing Conservation Easement Deed with a Confirmatory and Restated Conservation Easement Deed, superseding the existing conservation easement deed, updating and adding to the provisions thereof;

NOW, THEREFORE, the Landowner ("Landowner" is defined below) hereby grants a Confirmatory and Restated Conservation Easement Deed with respect the Property subject to the Easement as follows:

CLEO HUGGINS (f/k/a Katherine Huggins), a single person of 99 Bayview Road, City of Dover, County of Strafford, State of New Hampshire, and **ELISHA R. HUGGINS and ANNE W. HUGGINS**, husband and wife, of [11] Bayview Road, City of Dover, County of Strafford, State of New Hampshire, (collectively hereinafter referred to as the "Landowner", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Landowner's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with QUITCLAIM covenants, grant in perpetuity to

The **STRAFFORD RIVERS CONSERVANCY, INC.**, a not-for-profit corporation duly organized and existing under the laws of the State of New Hampshire, with a mailing address of Post Office Box 623, Dover, New Hampshire 03821, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Easement Holder", which shall, unless the context

clearly indicates otherwise, include the Easement Holder's successors and assigns),

and an Executory Interest to the **CITY OF DOVER**, a municipal corporation organized under the laws of the State of New Hampshire, acting by and through its Conservation Commission, as a governmental body eligible to hold a "conservation easement" within the meaning of NH RSA 477:45-47, with its principal place of business at 288 Central Avenue, City of Dover, County of Strafford, State of New Hampshire, 03820, (hereinafter referred to as the "Executory Interest Holder", which shall, unless the context clearly indicates otherwise, include the Executory Interest Holder's successors and assigns, as described in Section 19 below),

the **CONFIRMATORY AND RESTATED CONSERVATION EASEMENT** (herein referred to as the "Easement") hereinafter described with respect to the Property, which is that certain area of land with any and all buildings, structures, and improvements thereon consisting of approximately 64 acres, situated on Bayview Road in the City of Dover, County of Strafford, State of New Hampshire, as shown on a plan entitled "Alternative Design Subdivision of Back River Farm, prepared for Elizabeth L. Huggins Trust", by McEaney Survey Associates, Inc., dated September 25, 2000, recorded as plans 62-57 and 62-58 at the Strafford County Registry of Deeds, (hereafter the "Plan"), and more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Property includes the following recreational, educational, natural habitat, open space, scenic, forestry, agricultural, water supply, historical and conservation attributes protected by the terms of this Easement:

- approximately 690 feet of undeveloped, scenic frontage along Royalls Cove, at the mouth of the Bellamy River and Little Bay;
- scenic view as observed from the bridge across Little Bay along NH Route 4 (a/k/a Boston Harbor Road);
- approximately 35 acres of field, pasture and agricultural land and approximately 25 acres of forestland; approximately 6 acres of the fields contain hydric soils;
- diverse surface waters and wetlands including approximately 1575 ft of the tidal wetland portion of Frenchmans Creek as it drains into Little Bay, an 0.3 acre area of brackish backwaters of Royalls Cove, a 1.75 acre pond which drains into Frenchmans Creek; a 1.5 acre cattail swamp which drains into the pond and several other small pools and drainages;
- habitats identified by the NH Natural Heritage Bureau as at risk, including two brackish marshes, with a State rank of S2, "imperiled due to rarity or vulnerability," and a sparsely vegetated intertidal system, with a State rank of S3, "rare or uncommon";
- entire Property is within the Bellamy River Core Focus Area as determined by Land Conservation Plan for New Hampshire's Coastal Watersheds dated 2006;
- habitats recognized by the N.H. Fish and Game Department's Wildlife Action Plan, revised as of 2010, has categorized approximately 90% of the Property as "Tier 1," containing the "highest ranking habitats by ecological condition in the state," and 10% as

“Tier 2,” containing “habitats of highest ranking condition as compared to all habitats in the same biological region,” (Gulf of Maine Coastal Plain);

- enhancement and enlargement of 494 acres of pre-existing protected land adjacent to the Property, including the 33 acre Valpey conservation easement, the 35 acre Audubon Society of NH’s Bellamy River Wildlife Sanctuary and the 426 acre NH Fish and Game’s Bellamy River Wildlife Management Area and 41 acres of pre-existing protected land nearby the Property, including the 20 acre Smith, G. & D. conservation easement, the 10.3 acre Tuveson conservation easement and the 10.3 acre Smith, J. & H. conservation easement;
- the entire Property consists of prime, statewide, or locally significant agricultural soils, and 15.5 acres of soils in highest suitability category (Group I) for forest products, as determined by the U.S. Natural Resources Conservation Service;
- the entire Property overlays an identified stratified-drift aquifer;
- the Property is identified as an example of an eighteenth century salt water farm on the National Register of Historic Places.

1. **PURPOSES**

Because of the above described conservation attributes, the Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes (herein referred to as the “Purposes”) for the public benefit:

- A. The assurance that the Property will be retained forever in its predominantly undeveloped wetland, forested and agricultural condition;
- B. The protection of the biological integrity of the natural habitats, biological communities and ecosystems of the Property;
- C. The conservation of open spaces, particularly the conservation of the productive farm and/or forest land of which the Property consists, and the long-term protection of the Property’s capacity to produce agricultural and forestry products;
- D. The protection of the quality and availability of ground water and surface water resources on and under the Property;
- E. The scenic enjoyment of the general public, as seen from public vantage points;
- F. The enhancement and enlargement of protected land that is near by the Property;
- G. The protection of the nationally recognized historic salt water farm.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Master Plan of the City of Dover, 2012 Update - Conservation and Open Space Chapter which states:

“Overall Goal: Protect and manage Dover’s valuable Open Space resources.

Objective 1: Identify and pursue permanent legal protection of key open space areas based upon a systematic inventory and evaluation of Dover’s natural resources.”

and consistent with New Hampshire RSA Chapter 79-A:1 “Declaration of Public Interest,” which states:

“It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources;”

and which also states, relative to the Property being enrolled in the Current Use Assessment Program:

“It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. Open space land imposes few if any costs on local government and is therefore an economic benefit to its citizens. The means for encouraging preservation of open space authorized by this chapter is the assessment of land value for property taxation on the basis of current use.”

And consistent with the aforesaid Wildlife Action Plan, approved by the U.S. Fish and Wildlife Service in 2006, whose “Strategy 700, Land Protection” states: “Highly threatened and essential habitat resources should be priorities, such as riparian/shoreland habitat, larger unfragmented blocks, and wildlife corridors that connect significant habitat,” “701 Objective: Protect riparian/shoreland habitat and other wildlife corridors,” and “702 Objective: Protect unfragmented blocks and other key wildlife habitats.”

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

2. **USE LIMITATIONS** (Subject to the Reserved Rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.
 - i. For the purposes of this Easement, "agriculture" shall include but not be limited to: animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops; the construction of roads or other accessways for the purpose of

removing agricultural products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables).

For the purposes of this Easement, "forestry" shall include but not be limited to: the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as firewood and maple syrup).

- ii. Any agriculture for industrial or commercial purposes shall not be detrimental to the Purposes of this Easement. Said agriculture shall be performed, to the extent reasonably practicable, in accordance with a written, coordinated management plan for the sites and soils of the Property. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" dated July 2008 and as may be revised, updated, or superseded from time to time, or by other governmental natural resource conservation and management agencies then active.
- iii. If any forestry is conducted for industrial or commercial purposes, it shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.
 - a. The goals are:
 - Maintenance of soil productivity;
 - Protection of water quality, wetlands and riparian zones;
 - Maintenance or improvement of the overall quality of forest products;
 - Conservation of scenic quality;
 - Protection of unique or fragile natural areas, such as habitat for state or federally recognized rare, threatened, or endangered species, or exemplary natural communities; and
 - Conservation of native plant and animal species.
 - b. Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Easement Holder. Said plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.

c. At least thirty (30) days prior to the commencement of commercial harvesting, Landowner shall submit a written certification to the Easement Holder, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Easement Holder, that such plan has been prepared in compliance with the terms of this Easement. The Easement Holder may request a copy of the plan. Upon said request the Landowner shall submit the plan within ten (10) days of such request. It is acknowledged that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

d. The plan shall include:

- A statement of landowner objectives;
- Forest type map showing stands related to the prescriptions provided in the plan;
- A map showing soil types as determined by the U.S. Department of Agriculture's Natural Resources Conservation Service (or by other similarly charged successor governmental agency), access roads, wetlands, and surface waters;
- Prescriptions for each described stand, including commercial and non-commercial treatments;
- Explanation of how wetlands, riparian areas, vernal pools, and soils will be protected in association with road construction, other soil disturbing activities, and the implementation of stand prescriptions; and
- Location and explanation of how unique historic or archaeological features will be protected;

and shall specifically address:

- the accomplishment of those Purposes for which this Easement is granted;
- the goals in Section 2.A.iii.a above;
- locations and practices for preventing the spread of invasive species; and
- the protection of the ecologic integrity of Little Bay, Frenchman's Creek, the brackish marshes, intertidal system floodplain and other significant ecologic habitats.

e. Timber harvesting, with respect to such forestry, shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Easement Holder. Such approval will not be unreasonably withheld.

f. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property

recommended by governmental natural resource conservation and management agencies then active, including but not limited to recommended practices in "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997, revised 2010), or similar successor publications.

- g. In areas visible to the general public, such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "*A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners*" (Geoffrey Jones, 1993) or similar successor publications.
- B. The Property shall not be subdivided, and none of the tracts which together may comprise the Property shall be conveyed separately from one another, except as provided in Section 3 Paragraph B. below. The lease of any portion of the Property for any use consistent with the terms of this Easement shall not violate this provision.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are:
- i. necessary or reasonable in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to roads, trails, dams, fences, well pumps, water heaters, utility lines, bridges, culverts, barns, maple sugar houses, farmstands, or sheds;
 - ii. not detrimental to the Purposes of this Easement;
 - iii. subject to notice and approval as described below:
 - a. With respect to any permitted structure less than 500 square feet, no written notice is required prior to any land clearing, earth moving, alteration of terrain, construction, or relocation ("activities").
 - b. With respect to any permitted structure 500 square feet or greater and less than 2,000 square feet, the Landowner shall provide the Easement Holder with 45 days written notice prior to any activities.
 - c. With respect to any permitted structure 2,000 square feet or greater, the Landowner shall submit to the Easement Holder, for Easement Holder's approval, a written description of the proposed construction or relocation, including size, extent, location, timing, and method of construction or relocation. Within 60 days after Easement Holder's receipt of such submission, the Easement Holder shall approve or disapprove in writing the proposed structure, such approval not to be unreasonably withheld. Any disapproval shall specify in detail the reasons therefore. Easement Holder's failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise. Said activities may commence only after

approval by the Easement Holder.

- iv. Notwithstanding the above, unless specifically authorized elsewhere in this Easement, there shall not be converted, constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, motor home, campers, residence, cabin, dock, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, storage trailer, or aircraft landing area.
- v. Further, the maximum impervious surface coverage on the Property shall not exceed two acres, including all existing and future structures, driveways, roads, parking facilities and other paved or impervious surfaces, and farm structures with or without a floor.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. are commonly necessary or reasonable in the accomplishment of the agricultural, forestry, conservation, habitat management, or low-impact noncommercial outdoor recreational uses of the Property; are, if for forestry uses, consistent with the forest management plan required in Section 2.A.iii above;
- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species and/or natural communities;
- iii. do not harm archeological resources on the Property, if any, such determination of harm to be based upon information from the New Hampshire State Archaeologist, or from other person or agency then recognized by the State as having responsibility for the identification and/or conservation of such resources;
- iv. are carried out, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices as referenced in Sections 2.A.ii.,iii.f. and g. above; and
- v. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, the Landowner shall secure all necessary federal, state, local, and other governmental permits and approvals at Landowner's sole cost and expense.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the

Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or low-impact noncommercial outdoor recreational uses of the Property, or as necessary for public safety, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.

- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, water, or other similar materials from or on the Property, except in connection with any improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property without prior written approval from the Easement Holder, such approval not to be unreasonably withheld, and provided that said removal is not detrimental to the Purposes of the Easement.
- G. There shall be no application, dumping, disposal, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous.

The Property shall not be used to satisfy the density, open space, frontage, setback, or other requirements of any applicable zoning ordinance, subdivision regulation, or other land use regulation of any governmental unit with respect to the development of any other property except as provided in Section 3.B. below. Notwithstanding the provisions of the immediately preceding sentence, said regulations shall not include those governing N.H. Current Use Assessment under RSA 79-A as may be amended from time to time.

- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Easement Holder, such approval not to be unreasonably withheld, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.

3. **RESERVED RIGHTS OF LANDOWNER**

All acts and uses not prohibited in Section 2 are permissible provided that such acts and uses do not materially impair the Purposes of this Easement. The Landowner reserves to itself, its successors and assigns, all other customary rights and privileges of ownership, including but not limited the provisions below.

- A. **Non-Commercial Agriculture and Forestry:** Landowner shall have the right to conduct non-commercial agricultural and forestry activities on the Property, including, but not limited to cutting, planting, pruning, thinning, and cutting firewood for personal use. Such activities shall be consistent with any forest management plan prepared in accordance to Section 2.A.ii above, and shall not be detrimental to the Purposes of this Easement. If more than the equivalent of 10 cords of wood is cut in any year the Landowner shall abide by the requirements for commercial forestry as described in Section 2.1 above. Notwithstanding the above, the Landowner reserves the right to cut and remove dead, standing dead, diseased or endangering trees, shrubs and plants.

- B. Separate Conveyance: The Landowner has the right to a single subdivision of the Property into two parcels of similar size, and to separately convey each of the two tracts, upon advance written notice to the Easement Holder. Each such tract shall continue to be subject to the terms and conditions of this Conservation Easement, and any deed or instrument of conveyance of either tract shall make specific reference to this Conservation Easement. Any such assignee or transferee of each tract shall have like power of assignment or transfer, but no further right of subdivision. This reserved right may only be exercised once, and no party shall have the right to further subdivide either of the two separate tracts created by the exercise of this limited right to a single subdivision.

To exercise this right, the Landowner shall provide written notice to the Easement Holder of the proposed exercise at least thirty (30) days prior to the submission of any application for subdivision approval or prior to conveyance, whichever first occurs. Said notice shall include a draft survey plan to be based on the current McEaney Survey Associates Plan of 2000 and to be prepared by a licensed surveyor, at the Landowner's sole expense, showing the proposed subdivision, and the boundaries of all proposed lots resulting therefrom. Landowner shall record at the Strafford County Registry of Deeds, at Landowner's sole expense, any final subdivision plan as approved by the relevant permitting authority, and shall promptly thereafter provide a copy of the recorded plan to the Easement Holder.

After the subdivision contemplated by this paragraph is completed, any reference to "Landowner" in this Easement shall refer to the owner of each of the respective tracts, shall apply to the owner of each tract as the time, facts and circumstances may indicate and require, and shall not create an obligation upon, or require the participation of, the owner of the other tract, if the particular matter at issue does not involve that other owner.

- C. Residential Drive: Landowner reserves the right to use, maintain, and/or repair, but not to pave, the existing gravel drives noted on the Plan from Bayview Road to Non-Easement Building Area 1 and Non-Easement Building Area 2, as shown on the Plan, for residential purposes. Landowner reserves the right to improve or relocate said drives provided that the drives do not have an impervious or paved surface and shall not exceed the wider of the existing width or twelve (12) feet, unless required to comply with applicable codes or regulations, and subject to advance written notice to Easement Holder. Prior to the construction or relocation of any driveway on the Property, the Landowner shall submit to the Easement Holder a written description of the proposed construction or relocation, including size, extent, location, timing, and method of construction or relocation. Any maintenance, repair, improvement or relocation shall be completed to the extent reasonably practicable to minimize any detrimental impacts to Purposes of the Easement.
- D. Utilities: The Landowner reserves the right to use, maintain, repair, and/or replace any utilities or utility lines existing on the Property at the time of the execution of this Easement to serve the residences within Non-Easement Building Area 1 and Non-Easement Building Area 2, such utilities including but not limited to power, communications, and water supply lines. Any such maintenance, repair, and/or replacement shall be completed to the extent reasonably practicable to minimize any

detrimental impacts to Purposes of the Easement.

- E. Septic System: Landowner reserves the right to maintain, repair, or replace the existing on-site septic system, in whole or in part, located on the Property and identified in a Plan entitled, "Septic System Design for Back River Farm" prepared by McEneaney Survey Associates, Inc dated September 11, 2000, for the principal purpose of serving no more than one single-family residential dwelling unit on Non-Easement Building Area 2. Landowner reserves the right to relocate said septic system on the Property only if it cannot be constructed or relocated on the Non-Easement Building Area 2 without violating federal, state, local, or other governmental laws or regulations. Prior to the replacement, construction or relocation of any such septic system on the Property, the Landowner shall submit to the Easement Holder, for Easement Holder's approval, a written description of the proposed replacement, construction or relocation, including size, extent, location, timing, and method of replacement, construction or relocation. Within thirty (30) days after Easement Holder's receipt of such submission, the Easement Holder shall approve or disapprove in writing and shall so inform the Landowner. Said approval shall not be unreasonably withheld. Any disapproval shall specify in detail the reasons therefor. Easement Holder's failure to so approve or disapprove within said period shall constitute an approval of the proposed exercise.

Notwithstanding the foregoing, in the case of emergency requiring replacement, construction, or relocation of any septic system now or hereafter located or to be located on the Property, which replacement, construction, or relocation cannot be delayed for a thirty (30) day notice period due to the circumstances, Landowner shall not be required to provide the Easement Holder with thirty (30) days prior written notice, but shall provide as much notice as reasonably possible, after which Landowner may proceed with its proposed activities.

Further, the exercise of any such reserved right shall not harm archeological resources on the Property, if any, such determination of harm to be based upon information from the New Hampshire State Archaeologist, or from other person or agency then recognized by the State as having responsibility for the identification and/or conservation of such resources.

- F. Ponds: Landowner shall have the right to construct, reconstruct, or maintain ponds for purposes of agriculture, fire protection, or wildlife habitat enhancement, in accordance with plans developed by the U.S. Natural Resources Conservation Service or other similar agency then active. Any exercise of these rights shall not harm state or federally recognized rare, threatened, or endangered species, exemplary natural communities, or communities identified as at risk, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities. Further, the exercise of any such reserved right shall not harm archeological resources on the Property, if any, such determination of harm to be based upon information from the New Hampshire State Archaeologist, or from other person or agency then recognized by the State as having responsibility for the identification and/or

conservation of such resources. Landowner shall notify the Easement Holder in writing at least 30 days before undertaking construction, reconstruction, or dredging activities, said notice to include a description of the timing, location, scope, and method of the proposed activity. Prior to commencement of any such activities, the Landowner shall secure all necessary federal, state, local, and other governmental permits and approvals at Landowner's sole cost and expense.

G. Archaeological Investigations: Landowner reserves the right to permit archaeological investigations on the Property after receiving written approval from the Easement Holder. Prior to permitting any such investigations, Landowner shall send written notice to the New Hampshire State Archaeologist (or other person or agency then recognized by the State as having responsibility for archaeological resources) for review and comment, and to the Easement Holder, such notice describing the nature, scope, location, timetable, qualifications of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Landowner and the Easement Holder shall request the State Archaeologist (or other person or agency, as above) to consider the proposal, to apply the standards as specified in rules implementing RSA 227-C:7 (Permits Issued for State Lands and Waters) as may be amended from time to time, and to provide written comments to the Landowner and the Easement Holder. The Easement Holder may, in its sole discretion, approve the proposed investigations only if it finds that all of the following conditions are met:

- i. The archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal;
- ii. The proposed activities will not harm state or federally recognized rare, endangered or threatened species; and
- iii. The proposed activities will not be materially detrimental to the Purposes of this Easement.

Such approval will not be unreasonably withheld.

H. Docks: The Landowner reserves the right to construct, install, maintain, replace, and/or repair one dock on the Property for the purpose of providing boat access to Royall's Cove. Said dock shall be located along Royall's Cove, west of Frenchmans Creek and shall be designed and sited to minimize impact to the Property's conservation attributes and Purposes. Specifically, said dock will consist of a pier and ramp no wider than three (3) feet, and a float, no larger than one hundred forty-four (144) square feet. Prior to the commencement of any such activities, the Landowner shall secure all necessary federal, state, local, and other governmental permits and approvals at Landowner's sole cost and expense. Landowner will also comply with the applicable notice and/or approval provisions of Paragraph 2(C) above.

I. Well: The Landowner reserves the right to maintain, replace, improve and/or repair the existing dug well located east of Declan Drive and its associated water line serving Non-Easement Building Area 1. The Landowner must notify the Easement Holder in writing at least thirty (30) days before undertaking any maintenance, repair or improvements and

prior to said exercise, the Landowner shall secure all necessary federal, state, local, and other governmental permits and approvals.

Notwithstanding the foregoing, in the case of emergency requiring replacement or repair of any well now or hereafter located or to be located on the Property, which replacement or repair cannot be delayed for a thirty (30) day notice period due to the circumstances, Landowner shall not be required to provide the Easement Holder with thirty (30) days prior written notice, but shall provide as much notice as reasonably possible, after which Landowner may proceed with its proposed activities

4. **NOTIFICATION OF TRANSFER, TAXES, & MAINTENANCE**

- A. The Landowner agrees to notify the Easement Holder in writing within ten (10) days of the transfer of title to the Property or any division of ownership thereof permitted hereby, including any change in Trustee for Property held in trust.
- B. The Easement Holder shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. **BENEFITS, BURDENS AND ACCESS**

- A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization: has among its purposes the conservation and preservation of land and water areas; agrees to and is capable of protecting the conservation purposes of this Easement; and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The grant of this Easement does not create any public right of access to the Property for any use or purpose, or any right-of-way over, across or upon the Property for the benefit and use of the general public.

6. **AFFIRMATIVE RIGHTS OF EASEMENT HOLDER**

- A. The Easement Holder and the Executory Interest Holder as identified in the Section "Executory Interest" below shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. To facilitate such inspection and to identify the Property as conservation land protected by the Easement Holder, the Easement Holder shall have the right to place

signs, each sign shall not exceed twenty-four (24) square inches in size, along the Property's boundaries.

7. RESOLUTION OF DISAGREEMENTS

- A. The Landowner and the Easement Holder desire that issues arising from time to time concerning the interpretation of the provisions of the Easement, or any use or activity on the Property, will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Landowner and the Easement Holder agree that if either party becomes concerned whether any proposed or actual use, activity, or failure to take action (which together shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and if the Landowner agrees not to proceed or continue with the Activity pending resolution of the disagreement concerning the Activity, either party may request that the disagreement be resolved by mediation, by submitting written notice of this request to the other. Within twenty (20) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Dover, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own legal fees and other associated costs, and the costs of mediation shall be split equally between the parties to the mediation.
- C. If the parties cannot agree upon the selection of a mediator, if all parties agree to bypass mediation, if any party refuses to participate in or continue with mediation, or if the parties are unable to resolve the disagreement, the disagreement may be submitted to binding arbitration in accordance with New Hampshire RSA 542 as may be amended from time to time. Unless the parties agree upon a single arbitrator, the Landowner and the Easement Holder shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrator(s) so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in New Hampshire, or such other location as the parties shall agree. The arbitrator's decision, or the decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement. Each party shall pay its own legal fees and other associated costs, and the costs of arbitration shall be split equally between the parties to the arbitration.
- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Easement Holder believes that some use, activity, or failure to take action of the Landowner or of a third party is causing irreparable harm or damage to the Property, or

creates an imminent threat of same, the Easement Holder may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to: cause the cessation of any such damage or harm or threat of same; enforce the terms of this Easement; enjoin any violation by permanent injunction; and/or require the restoration of the Property to its condition prior to any breach.

- E. Following the single subdivision of the Property and the separate conveyance of a tract as provided in Section 5. B. above, and notwithstanding any other provision of this Easement, to the extent that a dispute occurs between the Easement Holder and the Landowner of only one of the resulting tracts, the Landowner who is not a party to the dispute shall not be required to participate in dispute resolution and/or be required to remedy any breach and/or be required to pay any damages or other costs and fees as a result of the actions or activities of the Landowner of the other tract.

8. BREACH OF EASEMENT – EASEMENT HOLDER’S REMEDIES

- A. If the Easement Holder determines that a violation or breach of this Easement has occurred (which together shall hereinafter be referred to as “breach”), the Easement Holder shall notify the Landowner in writing of such breach and demand corrective action to cure the breach and, where the breach involves damage, disturbance, or harm (hereinafter referred to as “damage”) to the Property, to restore the portion of the Property so damaged to its prior condition.
- B. The Landowner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Landowner shall promptly notify the Easement Holder of its actions taken hereunder.
- C. If the Landowner fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Easement Holder may undertake any actions, in the Landowner’s name, that are reasonably necessary to repair any damage or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such damage.
- D. If the Easement Holder, in its sole discretion, which discretion shall not be unreasonably exercised, determines that circumstances require immediate action to prevent or mitigate significant damage to any conservation attribute of the Property, the Easement Holder may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Landowner or without waiting for the period provided for cure to expire.
- E. The Easement Holder shall be entitled to recover damages from the party directly or primarily responsible for the breach or for damage to any conservation attributes protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Landowner’s liability therefor, the Easement Holder, in its sole discretion, may apply any damages recovered to

the cost of undertaking any corrective action on the Property.

- F. The Easement Holder's rights under this Section, "Breach of Easement...", are in addition to the provisions of the Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Easement Holder's rights hereunder.
- G. The Landowner and the Easement Holder acknowledge and agree that, should the Easement Holder determine, in its sole discretion, which discretion shall not be unreasonably exercised, conservation attributes protected by this Easement are in immediate danger of irreparable damage, the Easement Holder may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...", both prohibitive and mandatory, in addition to such other relief to which the Easement Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Easement Holder's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Landowner is directly or primarily responsible for the breach, all reasonable costs incurred by the Easement Holder in enforcing the terms of this Easement against the Landowner, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Landowner's breach of this Easement shall be borne by the Landowner; and provided further, however, that if the Landowner ultimately prevails in an enforcement action, each party shall bear its own costs. Notwithstanding the foregoing, if the Easement Holder initiates litigation against the Landowner to enforce this Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Easement Holder to reimburse the Landowner's reasonable costs and reasonable attorney's fees in defending the action.
- I. Forbearance by the Easement Holder to exercise its rights under this Easement in the event of any breach of any term hereof by the Landowner shall not be deemed or construed to be a waiver by the Easement Holder of: such term or any subsequent breach of the same; any other term of this Easement; or any of the Easement Holder's rights hereunder. No delay or omission by the Easement Holder in the exercise of any right or remedy upon any breach by the Landowner shall impair such right or remedy or be construed as a waiver. The Landowner hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Easement Holder to bring any action against the Landowner for any damage to, or change in, the Property, or to any person, resulting from causes beyond the Landowner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Landowner under emergency conditions to prevent, abate, or mitigate significant damage to the Property or to any person resulting from such causes. The Easement Holder and

the Landowner reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement, and, further, prior to either party taking any such separate action, the Easement Holder and Landowner shall first discuss with one another opportunities for taking collective action.

9. **PROHIBITION**

Notwithstanding the foregoing, the Landowner and the Easement Holder shall have no right or power to agree to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities, not provided for hereinabove.

10. **NOTICES**

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested, or by prepaid overnight delivery service providing a signed receipt for delivery, to the appropriate address set forth above or at such other address as the Landowner or the Easement Holder may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

11. **SEVERABILITY**

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. **HOLD HARMLESS**

The Landowner agrees to release, hold harmless, defend and indemnify the Easement Holder from any and all liabilities including, but not limited to, injuries, losses, damages, judgments, costs, expenses and fees which the Easement Holder may suffer or incur as a result of, arising out of, or connected with: (i) the activities of the Landowner, its agents or employees on the Property, other than those caused by the negligent acts or acts of misconduct by the Easement Holder; or (ii) the Landowner's violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, in any way affecting, involving, or relating to the Property.

13. **ENVIRONMENTAL RESPONSIBILITIES**

Nothing in this Easement shall be construed as giving any right or ability to Easement Holder to exercise physical or managerial control of any of Landowner's activities on the Property,

except for Easement Holder's rights and responsibilities related to the monitoring of the Property and enforcement of this Easement, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended ("CERCLA"), or of any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

14. EXTINGUISHMENT & CONDEMNATION

- A. **Extinguishment.** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Easement Holder shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 14.C. below. In making this grant of Easement, Landowner has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Landowner pursuant to this Easement. It is the intent of both Landowner and Easement Holder that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.
- B. **Condemnation.** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Landowner and Easement Holder shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Landowner and Easement Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Easement Holder shall be entitled, after payment of any expenses, shall be determined in accordance with Section 14.C. below.
- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Easement Holder, which, for the purposes of Sections 14.A and 14.B above, shall have a fair market value which shall be determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the Landowner and the Easement Holder in proportion to the fair market value, as determined by the appraisal, of their respective interests in that part of the Property extinguished or condemned.
- D. **Application of Proceeds.** Easement Holder shall use any proceeds received under the circumstances described in this Section 14 in a manner consistent with the conservation Purposes of this Easement.

15. ADDITIONAL EASEMENT

Should the Landowner determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Landowner may execute an additional instrument to that effect, provided that: the conservation purposes of this Easement are not diminished thereby; a public agency or qualified organization described in the Section "Benefits & Burdens," above, accepts and records the additional easement; and Landowner has given advance written notice, including copy of proposed additional easement, to Easement Holder and Executory Interest Holder at least sixty (60) days prior to execution.

16. AMENDMENT

If, owing to unforeseen or changed circumstances, Landowner and Easement Holder agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Landowner and Easement Holder may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Easement Holder; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Easement Holder under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Landowner and the Easement Holder and the Executory Interest Holder and shall be recorded in the Strafford County Registry of Deeds. Nothing in this paragraph shall require Landowner or Easement Holder to agree to any amendment or to consult or negotiate regarding any amendment.

17. GOVERNING LAW & INTERPRETATION

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement.

18. MERGER

The Landowner and Easement Holder and Executory Interest Holder explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee interest in the Property to the Easement Holder or Executory Interest Holder shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of "merger" or any other legal doctrine.

19. EXECUTORY INTEREST

A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to

enforce it within thirty (30) days after receipt of written notice from the City of Dover, a qualified organization as specified in Section "Benefits & Burdens" above (sometimes herein referred to as the "Executory Interest Holder"), requesting such, then the Executory Interest Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder

- B. In the circumstance of the immediately preceding paragraph A, or in the event the Easement Holder acquires the underlying fee interest in the Property, the Executory Interest Holder shall then also have the right to terminate the interest of the Easement Holder in the Property, after providing written notice to the Easement Holder, by recording a notice to that effect in the Registry of Deeds referring hereto. The Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities, and duties granted to and incumbent upon the Easement Holder in this Easement.
- C. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Easement Holder's assignee or transferee as specified in Section 5. above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

The Easement Holder, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Easement Holder, all in the furtherance of the conservation purposes for which this Easement is delivered.

have hereunto set our hands on _____, 2013.

Cleo Huggins

Elisha R. Huggins

Anne W. Huggins

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On _____, 2013, before me, the undersigned officer, personally appeared Cleo Huggins who acknowledged the foregoing to be her voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On _____, 2013, before me, the undersigned officer, personally appeared Elisha R. Huggins who acknowledged the foregoing to be his voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On _____, 2013, before me, the undersigned officer, personally appeared Anne W. Huggins who acknowledged the foregoing to be her voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

ACCEPTED: THE STRAFFORD RIVERS CONSERVANCY, INC.

By: _____

Title: _____
Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On _____, 2013, before me, the undersigned officer, personally appeared _____ and _____ who acknowledged themselves to be officers of The Strafford Rivers Conservancy, Inc. and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of The Strafford Rivers Conservancy, Inc. as its voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public

My Date: _____

STATE/Commonwealth of _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 201__ by ____ (name of individual and title) on behalf of the Town of _____ Conservation Commission. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me OR
- The following identification documents: _____ (driver's license, passport, other).

Notary Public/Justice of the Peace
My Commission

Expires: _____

ACCEPTED: City of Dover

By: _____

Title: _____

Duly Authorized

APPENDIX A

The "Property" subject to this Easement is that certain parcel/area of land with any and all buildings, structures, and improvements thereon/being unimproved land, consisting of approximately ____ acres, situated on ____ Road, so-called, in the Town of ____, County of ____, State of New Hampshire, shown on a plan entitled "____", by ____, last revised, recorded at _____ at the ____ County Registry of Deeds (hereafter "Plan"), and more particularly bounded and described as follows, with all bearings based on magnetic/grid/true north orientation [, and all distances being approximate/"more or less" unless otherwise noted]:
Beginning at (monument) ____ on the ____ side of Road, at the ____ corner of the Property, at land now or formerly of ____ ;
Thence proceeding (bearing) a distance of ____ feet [, more or less,] along said ____ land to (monument) ____ at land now or formerly of ____ ;

Thence the following courses and distances along said xxxx land:

Thence xxx feet along the arc of a curve to the left/right having a radius of xxx feet to a ;

to (point), which is on a tie course of (bearing) xxx feet from (point)

EXCEPTING AND RESERVING THEREFROM

SUBJECT TO

TOGETHER WITH

MEANING AND INTENDING to describe all and the same/a portion of the premises conveyed by Deed from , to ,

[Not homestead property of the Landowner.]
dated , recorded at said Registry at Book, Page .

014154

2001 JUL 16 AM 8:32

STRAFFORD COUNTY
REGISTRY OF DEEDS

Huggins Trust Conservation Easement Deed

The HUGGINS TRUST, described below, grants a conservation easement in perpetuity over land described as Tract 3 on a Plan of Land entitled "Alternative Design Subdivision of Back River Farm", dated September 25, 2000, prepared by McEneaney Survey Associates, Inc. and recorded herewith, to the STRAFFORD RIVERS CONSERVANCY, INC., a voluntary corporation duly organized and existing under the laws of the State of New Hampshire with mailing address of P.O. Box 623, Dover, New Hampshire 03820.

The Huggins Trust

The Huggins Trust, formed by Mrs. G. Allen Huggins in the late 1970s, consists of a farm house built in 1723, and 70 acres of land in Back River—land that fronts on Royalls Cove at the mouth of the Bellamy River and Little Bay. Aside from the aesthetic reasons for preserving unspoiled open space in the city, there are historical and ecological reasons for preserving this farm. The farmhouse and the view of the fields leading to the water are listed in the *National Register of Historic Places*, as an example of an eighteenth century salt water farm. The explicit historical significance is that Samuel Emerson, brother of Hannah Dustin, was living at the farm at the time Hannah Dustin was captured during the Deerfield, Massachusetts Indian raid. After her escape, Hannah stopped at the farm on her way back to Massachusetts.

In addition to its historical importance, the farm has a significant impact on the wildlife in southern New Hampshire. The corner of the Bellamy River and Little Bay is a major flyby for ducks, and the fields and pond are a major stopping ground for geese. Deer are often seen crossing the fields. In the 1960s, Mr. and Mrs. G. Allen Huggins donated 40 acres of land on the corner of the river and bay to the Audubon Society of New Hampshire to establish the Audubon Wildlife Preserve in Back River. The wildlife preserve, known as the Bellamy River Wildlife Sanctuary, is now bordered on the west by the Huggins Trust, on the north by the land of Dr. Wilmot S. Draper, and on the east and south by the river and bay.

(1) PURPOSES OF THE EASEMENT

To preserve an historically and ecologically important salt water farm that is described in the *National Register of Historic Places*. This includes the preservation of productive farm and forest land, important waterfront and estuary land, and the scenic view of the pastures leading to and from the water.

(2) USE LIMITATIONS OF THE EASEMENT

[Subject to the reserved rights specified in Section 3 below]

(A) The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agricultural, forestry, educational, and recreational activity as described below, provided that productive capacity to produce forest and agricultural crops, and the scenic quality of the land shall not be degraded by on-site activities.

(i) For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, horticultural activities, the production of forage crops and cutting and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products consistent with the accepted silvicultural practices, the

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processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and/or maple syrup production).

(ii) Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with current scientifically based practices recommended by the Cooperative Extension Service of the University of New Hampshire, U.S. Natural Resources Conservation Service, or other governmental or private nonprofit natural resource conservation and management agencies which are then active. Any agriculture or forestry management activities shall not materially impair the scenic quality of the Property as viewed from public waterways and/or roadways.

(iii) Educational and recreational activity. The farm is one of the very few remaining so called salt water farms in New Hampshire, farms that played a major role in New Hampshire's history. Its preservation provides an opportunity for students of all ages to experience and become familiar with the sights and activities that such a farm offered. In addition, the farm borders on Royalls Cove which is an excellent windsurfing area, and upon the Audubon Wildlife Preserve which has excellent trails for hiking, and, weather permitting, cross country skiing. The easement shall allow educational and recreational activities that do not involve the construction of permanent structures.

(B) The Property shall not be subdivided other than as permissible in areas excluded from the easement as more fully described in the above referenced Plan by McEneaney Survey Associates, Inc. dated September 25, 2000.

(C) Other than tracts 1 and 2 and rights of access to tract 2 and septic system needed for tract 2, as set forth in the plan by McEneaney Survey Associates, Inc. entitled "Septic System Design for Back River Farm", and dated September 11, 2000, which are excluded from the Property, no home or commercial structure shall be constructed, placed or introduced onto the Property except as noted.

For agriculture, ancillary farm and agricultural structures and improvements including, but not limited to, timber access roads, fences, bridges, culverts, barns, maple sugar houses or sheds and paddocks or pasture fencing, and related utilities, may be constructed, placed or introduced onto the Property as necessary in the accomplishment of the agricultural, forestry, conservation or recreational uses of the Property and provided that such structures are not detrimental to the scenic, agricultural, recreational, wildlife habitat protection purposes of this Easement.

For educational and recreational purposes, such structures as a trail for passive recreation, a dock, tent platforms, portable bathhouses and toilet facilities or shed for boats, and related utilities, may be constructed, placed, or introduced onto the Property as necessary, provided that such structures are in conformation with shoreland protection regulations and local zoning laws and not detrimental to the scenic, agricultural, educational, recreational, and wildlife habitat protection purposes of this

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Easement. The operation of the recreational and educational activities will be supervised by the owners of the land or their designated representatives.

(D) No removal, quarrying, excavation, removal of rocks, sand, topsoil or mining, or other disturbance of soil or marsh surfaces or any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed upon the Property except as provided in Section 3(D) below, and for improvements made pursuant to provisions of Section C above and unless such activities are approved by any state or local agency with jurisdiction and:

(i) are reasonable and commonly necessary in accomplishment of the forestry, agricultural, educational, conservation, habitat management, or recreational uses of the Property; and

(ii) do not harm state or federally recognized rare, threatened, or endangered species; any such determination of harm shall be based upon information from the New Hampshire Natural Heritage Inventory or a successor agency then recognized by the State of New Hampshire as having jurisdiction over and responsibility for identification and conservation of such species; and

(iii) are not detrimental to the scenic, agricultural, recreational, educational and wildlife habitat protection purposes of this Easement.

(E) No outdoor advertising structures such as signs or billboards shall be erected or displayed upon the Property except signs limiting access to the Property as desirable and necessary in the accomplishment of the agricultural, forestry, conservation, or recreational uses of the Property, and further provided that any such signs shall not be detrimental to the purposes of this Easement.

(F) There shall be no dumping, waste disposal, burning or burial of man-made materials or any materials known to be environmentally hazardous upon the Property. This shall not, however limit the agricultural use of commercial or natural fertilizers or of manure in accordance with accepted farming practices.

(3) RESERVED RIGHTS

(A) Any rights not herein granted are specifically reserved to the Grantor.

(B) The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

(C) The Grantor, its heirs, successors and assigns reserve the right to construct reasonable access to and septic facilities for tract 2 excluded from the Property subject to this Easement. The septic facilities are shown on a plan of land entitled "Septic System Design for Back River Farm", and dated September 11, 2000 by McEaney Survey Associates, Inc. and shall be in compliance with regulations governing septic facilities. Construction and maintenance of the facilities shall employ best

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management practices for siting, constructing and maintaining septic facilities so that there is no detrimental impact to the adjacent estuary and wetlands areas.

(D) The Grantor reserves the right to remove, under best management practices, up to 1/8 acre of clay at a single location to be mutually determined between grantor and grantee and shall have reasonable right of access for this purpose.

(4) BENEFITS, BURDENS, AND ACCESS TO THE PROPERTY

(A) The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to any qualified organization consistent with Section 170(h)(3) of the United States Internal Revenue Code of 1980, as amended, or any qualified organization within the meaning of Section 170(h)(3) if said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

(B) The Grantors shall have reasonable access to the Property and all of its parts for their own agricultural, farming, educational and recreational uses or the uses of any lessee of such Property and for the exercise of rights reserved to Grantor hereunder. The Grantee shall also have access to the Property and all of its parts for inspection as is necessary to determine continued compliance with and enforcement of this Easement as well as to exercise rights conveyed hereby and fulfill the responsibilities and duties assumed by the acceptance of this Easement.

(5) BREACH OF EASEMENT

(A) Should any breach of this Easement, or conduct by anyone inconsistent with this Easement, come to the attention of the grantee, it shall be delivered in hand or by certified mail, return receipt requested.

(B) The Grantors shall, within ninety (90) days after the receipt of such notice or after otherwise learning of such breach or conduct, undertake such reasonable and necessary actions as may be required including restoration to cure said breach or to terminate said conduct and to repair any damage occurring as a consequence thereof. The Grantor shall promptly notify the Grantee of its actions taken under this section.

(C) If the Grantors fail to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's reasonable expenses court costs and legal fees shall be paid by the Grantor's successors and assigns as the case may be.

(C) Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property

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resulting from causes beyond the grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement or from any prudent action taken by the Grantor or his successors or agents under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

(6) POWER OF TERMINATION

(A) If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within ninety (90) days after receipt of written notice requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Dover Conservation Commission, or its successor in interest, as the case may pertain, shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. The Dover Conservation Commission, in the event of such breach, shall also have the right, for cause only, to terminate the interests of the Grantee in the Property by recording a notice to that effect in the Strafford County Registry of Deeds referring to this Easement and thereafter the Dover Conservation Commission shall exercise the rights granted to the Grantee in this deed.

(B) The interests held by the Strafford Rivers Conservancy or the Dover Conservation Commission, as the case may pertain, are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 5A. Any such assignee or transferee shall have like power of assignment or transfer.

(7) SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, after a full hearing on the merits, or by confirmation of an arbitration award, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

(8) SEPARATE PARCEL

The Grantors agree that for the purposes of determining compliance with any present or future bylaw, order, ordinance or regulation (hereinafter the "legal requirements") of the City of Dover or the State of New Hampshire, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any other land of the Grantors, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any legal requirements as to area, density, setback or other dimensional standard applicable to retained lands of the Grantors.

(9) CONDEMNATION

(A) Whenever all or any part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantors, their successors and assigns shall thereupon act to recover the full damages resulting from such taking with all

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incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

(10) ARBITRATION OF DISPUTES

(A) Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire law.

(B) The Grantors and the Grantee shall each choose an arbitrator within ninety (90) days of written notice from either party. The arbitrators so chooses shall in turn choose a third arbitrator within ninety (90) days of the selection of the second arbitrator.

(C) The arbitrators so chosen shall forthwith set as early a hearing date as is practicable.

(D) A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute to arbitration, shall be binding upon the parties and shall be enforceable as part of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

[The remainder of this page intentionally left blank]

0X2342PG0787

IN WITNESS WHEREOF, the undersigned have hereto set their hands this
_____ day of _____, 2000.

Elisha R. Huggins
Elisha Huggins, Trustee/Grantor

Cleo Huggins
Cleo Huggins, Trustee/Grantor

Robert Huggins
Robert Huggins, Trustee/Grantor

State of New Hampshire
County of Strafford

_____, 2000

Personally appeared Elisha Huggins this 6th day of April, 2001,
~~October, 2000,~~
who acknowledged the foregoing to be his voluntary act and deed.

By: Natica F. Skiba
Name:
Notary Public
My commission expires: NATICA F. SKIBA
NOTARY PUBLIC-NH
MY COMMISSION EXPIRES 04/23/2002

State of New Hampshire
County of Strafford

May 9, 2000 CH RH

Personally appeared Robert Huggins and Cleo Huggins this 9th day of May,
2000, who acknowledged the foregoing to be their voluntary acts and deeds.

CH RH

By: Anthony A. Richards
Name:
Notary Public
con. Ex 6/5/01

ACCEPTED: STRAFFORD RIVERS CONSERVANCY

By: Nancy M. Carmer

Title: President

BK2342PG0788

Duly Authorized

ACCEPTED: CITY OF DOVER CONSERVATION COMMISSION

By: Thomas R Fargo

Title: Chair, Dover Conservation Comm.
Duly Authorized

Date: 30 May 2001

BK2342PG0789



Memo

To: Anthony Blenkinsop, City of Dover Attorney
Cc: Mike Joyal, City Manager
William Hunt, Chair, Dover Conservation Commission
Steve Bird, City Planner

From: Sara Callaghan, Land Agent, SRC

Date: 10/8/2013

Re: Huggins Trust Conservation Easement, Dover –Amendment

Background:

Elisha Huggins, Robert Huggins and Cleo Huggins, as Trustees of the Elizabeth L. Huggins Trust conveyed a Conservation Easement to the Strafford Rivers Conservancy as Grantee and the City of Dover as Executory Interest Holder on May 30, 2001 on 64 acres on land on Bayview Road in Dover.

Cleo Huggins filed a Petition to Partition the Property against her brother and Trust beneficiary, Robert Huggins, and the Strafford Rivers Conservancy on April 5, 2012. As part of a settlement agreement with Cleo and Robert Huggins, the Strafford Rivers Conservancy agreed to amend the Huggins Trust Conservation Easement to allow for the one-time subdivision of the Property provided that the easement deed would be updated to our current template and the right for commercial recreation was eliminated. Since Robert would not agree to these conditions, Robert agreed to deed his interest in the Property to his father Elisha Huggins who has agreed to the amendment conditions.

The Conservancy worked with Cleo Huggins and Elisha Huggins attorneys to draft a Confirmatory and Restated Conservation Easement Deed. The final deed language has been approved by all parties including the Attorney General's office.

The proposed amendment is consistent with the original Grantor's donative intent, enhances the protection of the conservation attributes of the Property, does not result in private benefit and adheres to the Conservancy's Amendment Policy.

Summary:

The following are a list of the principal topics that are addressed in the amendment.

- 1) Allow for a one-time subdivision of the parcel into two separately conveyable tracts of similar size;
- 2) Use the Conservancy's current template language and format, including adding to and improving the list of conservation attributes and purposes and improving the Use Limitations and Resolution of Disputes language;
- 3) Eliminate the right to commercial recreation;
- 4) Eliminate the right to remove 1/8 acre of clay;
- 5) More clearly define the right to use the existing septic system on the Property serving the residence within Excluded Area 2;
- 6) Address pre-existing improvements on the property, including a well serving Excluded Area 1 and a residential drive and utility line that crosses the Easement and serves Excluded Area 2;
- 7) Include a right to construct a single dock on Royall's Cove (Note: this right existed under the original deed within the right to allow commercial recreation);
- 8) Include a right to construct a new and maintain the existing pond; and
- 9) Include a property description.

Other conditions the landowners agreed to included:

- 1) The "Back Woods Stage" and other items stored on the Property associated with the Music Festival shall be removed at the landowner's expense.
- 2) The stove, refrigerator and other items no longer in use near the agricultural sheds shall be removed from the Property at the landowner's expense.
- 3) The Conservancy will complete a Current Conditions Report/Updated Baseline Documentation Report to be signed by the landowners, the Conservancy and the City.

Action:

To complete the easement amendment, the City of Dover will need to sign the Confirmatory and Restated Conservation Easement Deed. The Strafford Rivers Conservancy is requesting that the City review the final easement amendment and complete any actions that are necessary to approve of and give authorization to the City Manager to sign the easement amendment.

Please keep in mind that the amended easement deed is the resolution of a legal suit and significant time and thought has been invested by all parties to negotiate a settlement and the terms of the amended deed. At this time, the amended deed has been reviewed and thoroughly edited by Cleo Huggins, Elisha Huggins and the Strafford Rivers Conservancy's attorneys and approved by the State Attorney General's Office. Unless the City finds significant issues to the amended easement deed, we respectfully request that modifications are not made to the deed unless necessary for the City's approval.



Attachments:

Higgins Trust Conservation Easement Deed
Consolidated and Replacement Easement Deed
SRC Amendment Policy
Aerial photograph



**Valpey
CE-INC**

500'

- Legend
- Huggins Trust CE
 -  Non Easement
 -  Easement

Huggins Trust CE
64 acres - Dover, NH

2010 aerial image taken for NH DOT



1:3800



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2013.11.13 – 130**
Resolution Re: Environmental Projects Consulting Services Agreement

WHEREAS: The City of Dover and Peschel Consulting LLC has successfully engaged in environmental consulting services for the past four years. The city continues to require expert advice and service on major environmental projects and other related matters involving the city of Dover which can be procured in the form of consulting services from an outside consultant; and

WHEREAS: The immediate and long term interest of the city in environmental matters will be best served with the acquisition of consulting services that can be provided by this former employee taking advantage of his experience and knowledge. The continuation of the consulting services are offered at the rates of FY15 @ \$94,853.15, FY16 @ \$97,698.75 and FY17 @ \$100,629.71; and

WHEREAS: Exhibit A outlines Scope of work for FY15 and is contained in online agenda materials along with the agreement.

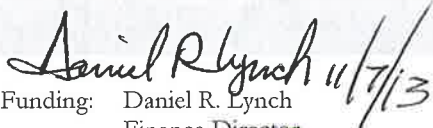
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

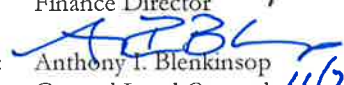
The City Manager is authorized to enter into an agreement with Peschel Consulting LLC to provide for a three year funding commitment for the provision of environmental consulting services to the City of Dover at the rates of FY15 @ \$94,853.15, FY16 @ \$97,698.75 and FY17 @ \$100,629.71.

Financing

Account	Description	Appropriation	balance
1000.1.300.43112.4339.00000	CS Engineering Consulting Svs	9,669	FY15 anticipated
5300.1.300.43320.4339.00000	CS Waster Consulting Svs	29,339	FY15 anticipated
5320.1.300.43250.4339.00000	CS Sewer Consulting Svs	1,900	FY15 anticipated
4320.1.300.43230.4339.03221	CS Waste Management Consulting svs	1,506,531	FY14 net bal

AUTHORIZATION

Approved as to Funding:  11/7/13
Daniel R. Lynch
Finance Director
Sponsored by: Deputy Mayor Carrier
By Request

Approved for Legal Compliance:  11/7/2013
Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk 



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2013.11.13 – 130**

Resolution Re: Environmental Projects Consulting Services Agreement

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

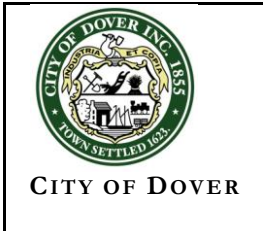
VOTING RECORD		
Date of Vote:	YES	NO
Mayor	Vacant	
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward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

RESOLUTION BACKGROUND MATERIAL:

Environmental matters involving the City of Dover create complex challenges and liabilities for the city. Institutional knowledge, experience and expertise in state and federal regulations and scientific knowledge are required to protect the interest of the city.

The four year Agreement between the City of Dover and Peschel Consulting LLC to provide environmental consulting services in the areas of sensitive and technical environmental projects will expire unless renewed at the end of the current fiscal year.

Both parties to the agreement are satisfied that the terms of the Agreement have been successfully met with the desired level of results and would like to ask the City Council to renew the Agreement for an additional three years.



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ENVIRONMENTAL PROJECTS CONSULTING AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover New Hampshire 03820 and **Peschel Consulting, LLC (“Vendor”)**, 84 Silver Street, Apartment A, Dover, New Hampshire 03820, for valuable consideration agree as follows:

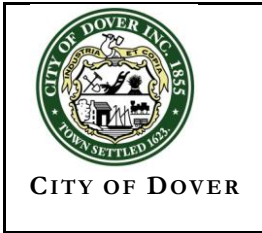
1. **Purpose.** This Agreement concerns the provision of as-needed, on-call consulting services for environmental matters by the Vendor to the City of Dover.
2. **Agreement Documents.** The Contract Documents shall consist of:
 - i. Environmental Projects Consulting Agreement.
 - ii. Exhibit A: Scope of Work July 1, 2014 through June 30, 2015.
 - iii. Exhibits B & C: Scope of Work for succeeding two years of Agreement.
 - iv. General Liability Policy.
3. **Scope of Services.** The Vendor shall provide consulting services to the City of Dover regarding environmental matters, including but not limited to State and Federal compliance issues. Without limiting the generality of the foregoing, the Vendor shall provide consulting services regarding environmental matters of importance to the City of Dover including, but not limited to the Tolend Road landfill closure, site remediation, dredging, wastewater, storm water and water supply. The Vendor shall work on specific matters as requested by the City of Dover.
 - a. The parties have established a specific scope of work for July1, 2014 through June 30, 2015 attached hereto as Exhibit A. By each June prior to the start of the second and third years of the Agreement the parties shall mutually agree on a list of environmental projects and tasks for the subsequent year, which shall become the scope of work for those years of the Agreement. Said list shall be appended to, and incorporated into this Agreement as Exhibits B & C respectively.
 - b. The services of the Vendor shall conform to the standards of environmental professionals performing similar services under similar circumstances in the industry. The services shall comply with all applicable federal, state and local laws and regulations.



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4. **Changes in the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The term of this Agreement shall be for three (3) years and shall commence on July1, 2014 and end on June 30, 2017.
6. **Cost and Payment.** The City of Dover shall pay the Vendor at an initial annual rate of Ninety-four thousand eight hundred fifty three dollars and 15 cents, which shall increase during the second and third years of the Agreement. Payments shall be made in the following monthly amounts:
 - a. **July 1, 2014 through June 30, 2015:** \$7,904.43 per month at an annual rate of \$94,853.15
 - b. **July 1, 2015 through June 30, 2016:** \$8,141.56 per month at an annual rate of \$97,698.75 (this amount includes an increase over the previous annual rate in the amount of 3.0%)
 - c. **July 1, 2016 through June 30, 2017:** \$8,385.81 per month at an annual rate of \$100,629.71 (this amount includes an increase over the previous annual rate in the amount of 3.0%)
7. **Invoices and Payment.** The Vendor shall submit invoices on a monthly basis detailing the work performed for the previous month. Payment shall be made to the Vendor within twenty (20) days of the date of the receipt of the invoice. The City of Dover shall reimburse the Vendor for travel expenses, including mileage incurred in the performance of the services provided in this Agreement at the then current IRS reimbursement rate, upon the submission of receipts and supporting documentation. Travel shall be calculated using the Vendor's Dover business address. Failure of the Vendor to provide a request for travel expenses within thirty (30) days of incurring the expense shall constitute a waiver of reimbursement.
8. **Independent Contractor:** The Vendor is an independent contractor providing consulting services on environmental matters for the City of Dover and is not an employee of the City of Dover. The Vendor shall be responsible for paying all insurances, taxes, fees and levies imposed by State and Federal governments. The Vendor shall control the means and manner of performance of the services under this Agreement including but not limited to the days and hours of work. There shall be no limitations or restrictions on the clients of the Vendor in the absence of a conflict of interest as determined in the sole discretion of the Vendor after disclosure of the potential conflict to the City of Dover. The Vendor shall have access to the records and files of the City of Dover on an as-needed basis subject



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to the advance approval of the Community Services Director.

9. Insurance.

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of One Million Dollars (\$1,000,000). An insurance certificate shall be supplied to the City of Dover. The City of Dover shall be named as an additional insured. A condition of the insurance coverage shall be thirty (30) day notice to the City of Dover upon any amendment or cancellation of the policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of Five Hundred Thousand dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of One Million dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more person in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover
- c. The Vendor shall maintain statutory Workers' Compensation insurance coverage for all of its employees at the project as required by the State of New Hampshire.
- d. The Vendor shall require all subcontractors to purchase and supply proof of insurance policies in like types, amounts and provisions as required in this agreement by the Vendor.

10. Indemnification. To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person , or damage or destruction of any property, in connection with the Vendor's services under this Agreement to the extent caused by the negligent acts, errors, or omissions of the Vendor or its officers, directors, employees, agents or independent professional associates, or any of them.

11. Warranty: The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders,



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whether federal, state, or local.

12. **Ownership of documents.** The City of Dover shall own all documents generated by the Vendor pursuant to this Agreement and during the course of this Agreement. No property of the City of Dover shall be removed from the City of Dover by the Vendor without prior written consent of the Community Services Director.
13. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
14. **Termination.** Either party may terminate this Agreement with or without cause upon providing ninety (90) days written notice. This Agreement shall automatically terminate if sufficient funds for payments under the terms of this Agreement are not appropriated in the annual city budget.
15. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
16. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
17. **Applicable law.** The law of the State of New Hampshire shall govern this Agreement.
18. **Third parties.** Nothing in this 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 of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.
19. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
20. **Personnel.** In contracting with the Vendor, the City of Dover contemplates and anticipates that work will be performed on behalf of the Vendor by Dean Peschel. Should additional personnel be necessary, the Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The



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- Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
21. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
22. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
23. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
24. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
25. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:
- | | |
|--|---|
| <u>To City of Dover</u>
J. Michael Joyal, Jr.
City of Dover
288 Central Avenue
Dover, NH 03820 | <u>To Vendor</u>
Dean Peschel
84 Silver Street, Apt. A
Dover, NH 03820 |
|--|---|
26. **Severability.** If any of the terms and conditions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.
27. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the



entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Peschel Consulting, LLC

Dean Peschel
Managing Member
Duly Authorized

Date

City of Dover

J. Michael Joyal, Jr., City Manager

Date

Exhibit A
Scope of Work of Peschel Consulting LLC July 2014-June 2015

Stormwater

Management of EPA MS4 General Permit requirements

- Stormwater Management Plan
- Implementation of Plan
- Annual reporting
- Chairman of Seacoast Stormwater Coalition
- Begin implementation of new MS4 permit that has significantly greater requirements than current permit

Berry Brook

- Manage current grants to implement recommendations of the Berry Brook Watershed Management Plan
- Prepare additional grant applications to continue implementing recommendations of the Berry Brook Watershed Management Plan

Willand Pond

- Identify and apply for grant to implement stormwater BMP's to improve water quality
- Manage the re-establishment of public water supply wells connection to the City's water supply.

Seacoast Watershed Alliance

Continue to serve as Dover's representative on the Seacoast Watershed Alliance

- Board of directors
- Strategic Planning Committee
- Program Committee

Dover Landfill

Continue to serve as Project Manager for PRP Group

- Coordinate day to day activities with consultants operating systems at the landfill
- Coordinate with EPA and NHDES regarding regulatory issues and group obligations
- Manage budget and payment of contractors
- Serve as City liaison to public inquiries

Cochecho Dredge Project

Continue to manage the dredge cell

- Assist city in finding opportunities to fill the dredge cell in preparation for closure
- Manage closure of the dredge cell following the completion of the river dredging

Water system

Water Supply Exploration

- Assist the city in addressing water quality impacts to Griffin well preserving the utilization of this important water supply
- Continue coordinating exploration activities to develop additional water supply capacity for City's future needs

Wellhead Protection

Protect lands through purchase of property and easements in wellhead protection areas of City wells

- Seek opportunities to partner with the Open Lands Committee to purchase easements and land that protects existing and future water source areas
- Acquire grants to cost share on easement and land purchases.

Wastewater

Coordinate nutrient permit limit efforts for City with EPA and NHDES

Participate in Wastewater Treatment Plant upgrade projects

Participate in Collection System projects

- Inflow and Infiltration
- Sewer line extensions to reduce septic system nitrogen sources

General

- Grant Writing
- RFP/RFQ preparation
- NHDES SAG and SRF program application, documentation and reporting
- Environmental permitting coordination (wetlands, underground storage tank removal, groundwater contamination remediation, generator registration, etc)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R - 2013.11.13 - 131**

Resolution Re: Economic Development Services Agreement

WHEREAS: The Dover Business and Industrial Development Authority (DBIDA) is a development corporation successfully engaged in economic development for the City of Dover. DBIDA continues to regularly and frequently report its achievements vs. the Strategic plan to promote economic development on behalf of the citizens of Dover to the city council; and

WHEREAS: These achievements have been significant and consistent over the last four years of the DBIDA economic development services being provided; and

WHEREAS: DBIDA seeks an additional three-year commitment from the City Council to allow the services of a skilled and knowledgeable Economic Development Director with a good track record to continue in place to further progress the enhanced economic development initiated to date. The continuation of these services has been offered in the amount of FY15 @ \$132,500, FY16 @ \$134,000 and FY17 @ \$135,500. Agreement is contained in online agenda materials.

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

The City Manager is authorized to enter into an agreement with DBIDA to provide for a three year funding commitment for the provision of economic development services to the City of Dover at the rates of FY15 @ \$132,500, FY16 @ \$134,000 and FY17 @ \$135,500.

Financing

Account	Description	Appropriation	Balance
1000.1.130.46510.4915.00000	Business Assistance Transfer to Enterprise	132,500.00	FY15 anticipated

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 11/7/13* Daniel R. Lynch Finance Director Sponsored by: Deputy Mayor Robert Carrier By request

Approved for Legal Compliance: *AGIBL 11/7/2013* Anthony I. Blenkinsop General Legal Counsel

Recorded by: *Karen Laverty* Karen Laverty City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R - 2013.11.13 – 131**

Resolution Re: Economic Development Services Agreement

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor	Vacant	
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 three year Agreement between the City of Dover and the Dover Business and Industrial Development Authority to provide economic development services in the areas of business retention, business attraction, tourism development, special projects related to economic development, parking system consultation to the Parking Commission, and other economic development duties as assigned by the City Manager and/or the DBIDA Board of Directors, will expire unless renewed at the end of the current fiscal year. The Agreement provides for the provision of the services of a professional and competent Director of Economic Development functioning as a Department Head in City government.

Both parties to the agreement are satisfied that the terms of the Agreement have been successfully met with the desired level of results and would like to ask the City Council to renew the Agreement for an additional three years.. DBIDA requests the budgeted line item to remain at the an efficient amount for the duration of the Agreement as necessary to sustain the current level of highly successful results achieved during the first three year period and to capitalize on and retain the investment made in the endeavor over the first three years.



CITY OF DOVER

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THE CITY OF DOVER AND THE DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY FUNDING AGREEMENT

NOW COMES, the DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, a business and industrial development authority established pursuant to the terms of RSA 162-G located at 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter referred to as “DBIDA”) and the CITY OF DOVER, a municipal corporation located at 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter referred to as “City of Dover”) who hereby agree as follows:

WHEREAS, the City of Dover requires the services and efforts of DBIDA to assist prospective and existing businesses who engage in, or desire to engage in, business activities within the City of Dover; and

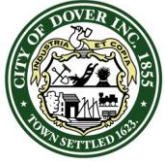
WHEREAS, DBIDA consists of volunteer citizens and business leaders who have the expertise necessary to conduct an economic development program and to supervise an Economic Development Director to assist the City of Dover with economic development; and

WHEREAS, an Economic Summit was attended by a diverse group of Dover citizens and business leaders who heard DBIDA advocate for the establishment of an economic development program and the employment of an individual to lead Dover in the area of economic development and that program has proved successful over the past four years; and

IT IS THEREFORE AGREED:

1. TERM AND FUNDING: The term of this Agreement shall be July 1, 2014 – June 30, 2017. The City of Dover through funding approved by the City Council in its adoption of an annual budget shall provide funding for three successive years to DBIDA for providing an economic development program utilizing the services of an Economic Development Director. Funding shall begin with the adoption of the annual budget for the Fiscal Year 2015 budget in or around June, 2014. The funding shall consist of:
 - a. Fiscal Year 2015--\$132,500
 - b. Fiscal Year 2016--\$134,000
 - c. Fiscal Year 2017--\$135,500
2. EMPLOYMENT RELATIONSHIP: DBIDA shall employ a full-time Economic Development Director to encourage business and industrial development in the City of Dover and to achieve

*Dover Business & Industrial Development Authority (DBIDA) and City of Dover
Economic Development Agreement*



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the goals of the economic development program. The Economic Development Director is and shall be an employee of DBIDA, not the City of Dover, upon terms and conditions determined by DBIDA. The Economic Development Director shall report to the DBIDA Board for all matters including but not limited to policy, performance, and compensation. The Economic Development Director shall report to the City Manager as a Department Head regarding day-to-day operations and any other matters as requested by the City Manager.

DBIDA may supply benefits including but not limited to insurance coverages to its employee in its discretion. Insurance programs may be available to DBIDA through the City of Dover. If insurance coverages are obtained through the City of Dover, DBIDA shall promptly reimburse the City for the costs for such coverages. The City of Dover shall supply payroll services for DBIDA employees and DBIDA shall promptly reimburse the City for all payroll taxes, employment taxes and worker's compensation payments made by the City on its behalf.

3. ECONOMIC DEVELOPMENT PROGRAM GOALS: DBIDA shall develop and implement an economic development program for the City of Dover based on communication with and from the City Manager, and shall engage in work/efforts to enhance and improve the economy of the City of Dover. The goals of the economic development program shall include:
 - a. Stimulation of a diversified and strong economic climate in Dover that ensures job opportunities, an enhanced tax base and a superior quality of life for the citizens of Dover.
 - b. Encourage local economic development and growth by interacting with local businesses and industries on issues pertinent to continued success.
 - c. Recruitment of new businesses and industries.
 - d. Retention of existing businesses.
 - e. Continuation of a cooperative and coordinated partnership with the area economic leaders.
 - f. Continuation and enhancement of communication between existing businesses and industries and the City of Dover.
 - g. Working with local businesses and schools to insure Dover students have skills required to enter the workforce.
4. REPORTS: DBIDA shall submit a written and oral report to the Dover City Council on a quarterly basis as scheduled by the City Manager to inform the Dover City Council of the economic development efforts of DBIDA and the Economic Development Director. The report



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shall include, but not be limited to: an accounting of activities and business visits performed by the Economic Development Director; a report on the local economic trends and conditions; and, the Economic Development Director's attendance at local, regional and national business events. The purpose of the report is to provide information about economic development to the City Council. The City Council may require a particular format for the written and oral report if it chooses to do so. The City Council may amend the format of the report at any time to meet the information needs of the Council. Other reports shall be provided as necessary or as requested by the City Manager.

5. DIRECTOR/RECOMMENDATION FOR EXTENSION: DBIDA shall use its best efforts to meet the goals of the economic development program by maintaining the services of the Economic Development Director during the term of this Agreement. Should a vacancy in the position of Economic Development Director occur during the term of this Agreement the provisions of Paragraph 13 shall control. At least six (6) months prior to the expiration of this Agreement, DBIDA shall provide a recommendation to the City Council for extending the term of this Agreement.
6. ADMINISTRATIVE SUPPORT: The City of Dover shall provide administrative support to DBIDA for the economic development program and employment of the Economic Development Director including, but not limited to, office space, telephone, fax, payroll and computer services. All expenses for administrative support shall be funded pursuant to Paragraph 2 of this Agreement so as not to increase spending for the function of economic development. DBIDA shall promptly reimburse to the City the costs for administrative support.
7. PERFORMANCE MEASURES: DBIDA shall establish with the Economic Development Director written performance measures that are attainable and measurable to assist all parties in achieving a positive result regarding the economic development program. The written performance measures for DBIDA shall be presented to the City Council on an annual basis during the term of this Agreement.
8. PRE-EMPLOYMENT MEASURES: DBIDA shall perform all standard pre-employment measures including but not limited to a criminal background check, motor vehicle record check, and contacting references for all employees.
9. INSURANCE: DBIDA shall require the Economic Development Director to maintain automobile liability insurance protection in the amount of One Million (\$1,000,000) Dollars.



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10. INDEMNIFICATION: DBIDA agrees to defend and indemnify the City of Dover for all claims made/paid as the result of negligence of the employee of DBIDA.
11. DBIDA ACCOUNTABILITY TO THE CITY COUNCIL: The parties acknowledge this Agreement is designed to fund an economic development program and to achieve the goals of the program. DBIDA is accountable to the City Council to periodically report as provided in Paragraph 4 and to provide information and evidence of successful progress toward performance measures. Failure of DBIDA to provide reports and other information as requested may form the basis for rejection of future funding requests.
12. DBIDA EMPLOYEE RESPONSIBILITY TO THE CITY COUNCIL: Due to the employment relationship of the Economic Development Director as an employee of DBIDA, there is no direct responsibility of the Economic Development Director to the City Council beyond the reporting requirements contained herein. The parties acknowledge the ability of the City Council to determine future funding of DBIDA.
13. TERMINATION AND SEPARATION: If the Economic Development Director initially selected by DBIDA terminates employment or otherwise separates, DBIDA shall promptly fill the position with an individual of comparable qualifications. Should the position of Economic Development Director remain vacant for more than sixty (60) days, the City of Dover, at its discretion, shall be entitled to terminate this Agreement. The City of Dover may terminate this Agreement should funds required under Paragraph 1 of this Agreement not be included in the annual budget approved by the City Council.
14. DISPUTE RESOLUTION: All disputes between the parties regarding performance of the terms of this Agreement shall be initially addressed in workshop session to allow the parties to thoroughly explore areas of concern. DBIDA shall address personnel matters pursuant to the provisions of New Hampshire law. Notwithstanding the foregoing, either party may institute legal/equitable action in the Strafford County Superior Court as necessary to resolve disputes arising under this Agreement.
15. COPY TO EMPLOYEE: DBIDA shall supply a copy of this Agreement to the person employed by DBIDA as the Economic Development Director.
16. CHOICE OF LAW: This Agreement shall be interpreted pursuant to New Hampshire law.

APPROVED BY THE DOVER CITY COUNCIL AT ITS REGULAR MEETING ON NOVEMBER 13, 2013.

*Dover Business & Industrial Development Authority (DBIDA) and City of Dover
Economic Development Agreement*



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APPROVED BY THE DBIDA AT ITS MEETING ON _____.

DATE: _____

DOVER BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY
By it authorized representative

DATE: _____

Witness

DATE: _____

CITY OF DOVER
J. Michael Joyal, City Manager

DATE: _____

Witness



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: ~~13.B.6.~~
13.B.5.

Resolution Number: **R -2013.11.13 – 133**
Resolution Re: **Merit Plan Amendment – Part-Time Definition**

- WHEREAS: The City Charter requires that the City Manager submit any amendments to the Merit Plan to the City Council as an item on the regular City Council meeting agenda; and
- WHEREAS: The City Council shall within sixty (60) days after having received the amendments take action to approve or disapprove them at a regular City Council meeting; and
- WHEREAS: The Merit Plan of the City of Dover, New Hampshire currently defines part-time employment as being less than thirty (30) hours per week; and
- WHEREAS: RSA 100-A, pertaining to the New Hampshire Retirement System (NHRS), was amended in 2011 to define certain part-time employment as being thirty-two (32) hours or less per week; and
- WHEREAS: The City Manager wishes to amend the Merit Plan by changing the part-time definition from thirty (30) to thirty-two (32) hours or less per week, and to make corresponding changes to the definition of full-time, to coincide with the NHRS change.

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

The City Council accepts and approves the amendments to the Merit Plan, as submitted, by the City Manager.

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 11/7/13*
 Daniel R. Lynch
 Finance Director

Sponsored by: Deputy Mayor Carrier
 By Request

Approved for Legal Compliance: *ABL 11/7/2013*
 Anthony Blenkinsop
 City Attorney

Recorded by: Karen Lavertu
 City Clerk *Karen Lavertu*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R -2013.11.13 – 133**

Resolution Re: **Merit Plan Amendment – Part-Time Definition**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor - vacant	Vacant	
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:

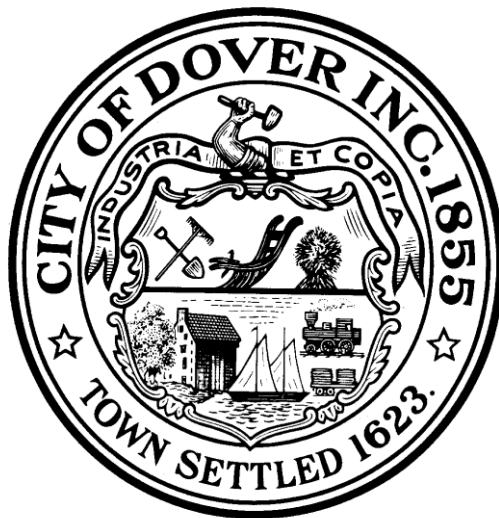
RSA 100-A relating to the NH Retirement System was amended by the State legislature in 2011 establishing a definition for certain part-time employment as not exceeding thirty-two (32) hours in each normal calendar week.

This amendment to the Merit Plan changes the threshold defining part-time employment from being “less than thirty (30) hours” to “thirty-two (32) hours or less” per week, and makes corresponding changes to the definition of full-time.

This change will allow the Merit Plan definition of part-time employment to coincide with the 2011 change in the NHRS definition. It will also provide an opportunity for lowering employer paid benefit costs by increasing the number of hours required to attain eligibility for employer paid health and dental benefits.

MERIT PLAN

CITY OF DOVER
New Hampshire



Submitted by

Michael Joyal, City Manager

Effective October 4, 2011

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MERIT PLAN OF THE CITY OF DOVER, NH

ARTICLE I. PURPOSE

It is the purpose of this Merit Plan to give effect to the provisions of the Dover, New Hampshire City Charter. The rules and regulations that comprise the Merit Plan and are contained herein shall be applied in accordance with the purpose of section C7-2 of the City Charter, which is interpreted and declared to be as follows:

- Section 1: To provide for an efficient system of modern personnel administration based on the principles of merit and designed to ensure sound and consistent employment practices.
- Section 2: To provide for the selection, appointment, promotion, training, transfer, lay off, discipline, and removal of City of Dover employees on the basis of merit.
- Section 3: To provide for a position classification system within the Administrative Service of the City, to be known as the Classification Plan.
- Section 4: To provide for a compensation system for City of Dover employees holding positions in the Classified Service of the City, to be known as the Pay Plan.
- Section 5: To provide for City of Dover employees a definite policy regarding annual leave, personal illness leave, and other leaves of absence.
- Section 6: To provide for City of Dover employees a definite policy regarding eligibility for participation in a retirement plan and other benefits.
- Section 7: To provide for City of Dover employees a procedure for appeals related to the application of these rules and regulations.
- Section 8: To provide for other matters necessary to ensure the maintenance of efficient service and the improvement of working conditions.

ARTICLE II. AMENDMENT OF MERIT PLAN

The City Manager may amend the rules and regulations contained within this Merit Plan from time to time as deemed suitable and necessary to carry out the provisions of the City Charter by submission of such amendments to the City Council. An amendment shall become effective pursuant to the provisions of the Dover City Charter C7-2. The Classification Plan and the Pay Plan are appended to and made a part of this Merit Plan. All amendments to the Classification Plan and **and** all amendments to the Pay Plan shall become effective only after approval of the Dover City Council through the use of the procedure contained in Dover City Charter C7-2

ARTICLE III. DEFINITIONS

For the purpose of the rules and regulations contained herein, the following words and terms shall have the meaning indicated below:

- Definition 1: ADMINISTRATIVE SERVICE shall mean the entire body of employees holding positions in the Classified Service, all of whom serve under the appointive powers of the City Manager and/or department heads.
- Definition 2: APPOINTING AUTHORITY shall mean the City Manager or department head, who shall have the authority to hire and/or terminate the employment of persons for the City of Dover in accordance with the duties and powers conferred by the City Charter and these rules and regulations.
- Definition 3: APPOINTMENT shall mean the selection and hiring by the Appointing Authority of a person to fill a position in the Classified Service of the City. Appointments shall be of the following types: Original, Temporary, Re-Employment, Transfer, Promotion, Demotion.
- Definition 4: CLASSIFICATION, OR CLASS OF POSITIONS shall mean a position or grouping of positions in the Classified Service of the City having similar duties and responsibilities and requiring similar qualifications.
- Definition 5: CLASSIFICATION PLAN shall mean the overall organization of positions into groups or classes on the basis of the duties and responsibilities of the position and knowledge, skill and ability necessary for adequate performance of the essential functions of the position.
- Definition 6: CLASSIFIED SERVICE shall mean the collection of all full-time and part-time positions included in the Classification Plan of the City which are subject to the appointing authority of the City Manager and/or department heads.
- Definition 7: DEMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a lower maximum salary rate.
- Definition 8: DISCRETIONARY AND PROFESSIONAL SERVICE shall mean department heads or other employees who are immediate subordinates and report directly to the City Manager. Such employees are particularly qualified and regularly and routinely as part of their duties, exercise discretion and judgment over the performance of their functions. These employees are considered part of the Classified Service, but shall not always be subject to all provisions of the Merit Plan. As such, for the purposes of recruitment and retention of this type of personnel, the City Manager may provide these employees with additional benefits or incentives. The City Manager may enter into employment and severance agreements with employees who are members of the Discretionary and Professional Service. A Resolution for each agreement shall be placed as a separate item on the next regular Council agenda prior to the execution of the agreement by the City Manager. The proposed written agreement shall be available to the Council and to the public. The City Council shall review and approve or disapprove the cost items of all employment and severance agreements at the first available regular council meeting or within thirty (30) days whichever is less. Persons employed as part of the Discretionary and Professional Service shall be appointed by reason of their particular training and experience as determined by the City Manager to be the best qualified and available person for the job. Such persons shall not necessarily be appointed or promoted according to standard promotional procedures as applicable for all

other employees of the Classified Service. Discretionary and Professional Service employees shall receive a salary in compensation for their services rendered, irrespective of their regular hours of employment. Discretionary and Professional Service employees shall include, but not necessarily be limited to the Assistant City Manager, City Attorney, City Clerk and the department heads or other administrative staff as may be defined in the Administrative Code.

- Definition 9: EMPLOYEE shall mean any person who has been appointed to a position in the Classified Service of the City in accordance with the provisions of the City Charter and these rules and regulations.
- Definition 10: ENTRANCE EXAMINATION shall mean a standard examination which may be given to all applicants for appointment to a position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.
- Definition 11: HOURLY EMPLOYEE shall be any employee compensated for each hour of work performed at an hourly rate as stipulated in the Pay Plan of the City of Dover for their particular position and pay step. Hourly employees are Fair Labor Standards Act non-exempt employees and are distinguished from salaried employees.
- Definition 12: ORIGINAL APPOINTMENT shall mean the appointment of a person having never been previously employed by the City to a position in the Classified Service of the City.
- Definition 13: PROBATIONARY PERIOD shall mean an evaluation period following appointment to a position in the Classified Service of the City which shall be utilized as fully as possible to determine the ability of the employee to satisfactorily fulfill the requirements of the position to which they were appointed. All employees appointed to positions in the Classified Service whose employment is intended to exceed four (4) months in a single calendar year shall be subject to a probationary period.
- Definition 14: PROMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a higher maximum salary rate.
- Definition 15: PROMOTIONAL EXAMINATION shall mean a qualifying examination which may be given to all applicants for appointment to a higher classified position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.
- Definition 16: PROVISIONAL APPOINTMENT shall mean a non-competitive appointment of a person to a position in the Classified Service of the City made on a temporary basis pending the completion of a selection and appointment process.
- Definition 17: RE-EMPLOYMENT shall mean the appointment of a person having been previously employed by the City to a position in the Classified Service of the City.
- Definition 18: REGULAR FULL-TIME EMPLOYEE shall mean an employee who works more than thirty- ~~two~~-(32) ~~or more hours~~ per week for twelve (12) or more

consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 19: REGULAR PART-TIME EMPLOYEE shall mean an employee who works ~~less than~~ thirty-two (32) hours or less per week and who is retained to work twelve (12) or more consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 20: SALARIED EMPLOYEE shall be any employee receiving a salary as stipulated in the Pay Plan of the City of Dover for their particular position and pay step as compensation for their services rendered, irrespective of their regular hours of employment. Salaried employees are Fair Labor Standards Act exempt employees and are distinguished from hourly employees.

Definition 21: SEASONAL OR TEMPORARY FULL-TIME EMPLOYEE shall mean an employee who works more than ~~thirty-two (3032)~~ ~~or more~~ hours per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 22: SEASONAL OR TEMPORARY PART-TIME EMPLOYEE shall mean an employee who works ~~less than~~ thirty-two (32) hours or less per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 23: TRANSFER shall mean a change of the employment status of an employee from a position in one class to a position in another class having an equal maximum salary rate.

ARTICLE IV. IMPLEMENTATION AND ADMINISTRATION

Section 1: Status of Present Employees: Any person holding a position of employment in the City's service, upon the adoption and subsequent amendment of these rules and regulations, shall assume the status of the position held, and shall be presumed to have been appointed in accordance with the rules and regulations contained herein.

Section 2: Personnel Officer: The City Manager shall be the Personnel Officer of the City of Dover, except as he/she may delegate such duties to another specific individual. Further, the City Manager may delegate limited aspects of the personnel function to other officers, department heads, or agents of the City. Duties of the Personnel Officer shall include the administration of all rules and regulations contained herein.

Section 3: Applicability: The Merit Plan rules and regulations apply to all employees in the Classified Service of the City except, however, certain parts of these rules and regulations shall be superseded by any conflicting provision contained within an agreement executed pursuant to State Statute between the City of Dover and an authorized employee bargaining unit whose wages, benefits and conditions of employment are embodied in such agreement.

Section 4: Regulatory Compliance: The City Manager shall have the authority to establish Administrative Regulations and such other administrative policies and procedures consistent with the intent and purpose of the Merit Plan as may be necessary to ensure ongoing compliance with federal and/or state employment

regulations. The City Manager shall notify the City Council of proposed changes and shall provide the City Council with a written copy of the regulations and policies by placing a copy in the City Clerk's office.

ARTICLE V. CLASSIFICATION PLAN

- Section 1: There shall be a Classification Plan for all positions of service in the City. For each class of positions within the City, this Plan shall establish a class title, a statement of purpose and general duties, authority and responsibility thereof, and the qualifications necessary or desirable for the satisfactory performance of the duties of said class. Any changes shall be approved by the City Council pursuant to the procedure stated in the City Charter C 7-2.
- Section 2: In maintaining the Classification Plan, the Personnel Officer shall approve and allocate to its appropriate class each position to be included in the Classified Service. In making such allocations, the Personnel Officer shall administer and provide for the uniform and equitable application of the Classification Plan to all positions of service in the City.
- Section 3: The class titles set forth in the Classification Plan shall be used to designate positions in the Classified Service of the City in all official records, vouchers and communications, and no person shall be appointed or employed in a position in the Classified Service under any class title which has not been first approved and allocated by the Personnel Officer. This requirement shall not exclude the use of statutory or working titles that may be used informally as appropriate or expedient.

ARTICLE VI. PAY PLAN

- Section 1: The Personnel Officer shall be responsible for the development and maintenance of a uniform and equitable Pay Plan, which shall consist of minimum and maximum rates of pay for each class of position and such intermediate steps or increments as considered necessary and equitable. Any changes shall be approved by the City Council pursuant to the procedures stated in the City Charter C7-2.
- Section 2: The Pay Plan shall be linked directly with the Classification Plan and shall be established and amended with due regard to ranges of pay for each class of positions; requisite qualifications for each class; prevailing rates of pay for comparable work in other private and public employment within the Dover area, or other comparable municipalities; cost of living factors; suggestions from department heads; other benefits received by employees; the financial condition of the City; and other economic considerations.
- Section 3: The compensation of each employee shall be reviewed annually by the City Manager and/or each department head for the purpose of determining which employee shall receive a wage adjustment. Wage adjustments shall mean an increase in the rate of pay, which will result in a move to the next higher step or increment of the established wage scale for the particular position of employment. Said increases in rate of pay shall be made in conjunction with the

employee's annual performance evaluation, and shall be awarded on the anniversary date of the employee's appointment to their current position.

Section 4: Wage increases shall be based upon merit. An annual performance appraisal shall be completed for each employee by their supervisor(s) relating generally to their work habits, performance, and other related factors. Employees found to be performing satisfactorily by their supervisor(s) shall be recommended for a wage adjustment to the next higher pay step or increment on an annual basis. The performance review shall be made in order that employees who perform satisfactorily shall be rewarded, thus providing incentive for continued efficient work. All personnel records, including an annual performance evaluation, tardiness, and absences from work, and length of service to the City, shall be considered when making recommendations for wage adjustments.

Section 5: All other pay increases received by employees shall be limited to salary adjustments or increases in the Pay Plan itself as a result of those adjustments considered necessary and equitable.

ARTICLE VII. RECRUITMENT AND APPOINTMENT

Section 1: Equal Employment Opportunity: Individuals shall be selected for employment with the City from the best qualified persons applying for said employment without discrimination as to sex, age, race, color, national origin, creed, religion, political affiliations or any other non-merit based factors; preference being given to citizens of the City of Dover when all other qualifications are equal.

Section 2: Recruitment: Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practical. The character of such search will vary from position to position, but normally shall include posting of notices of vacancy, advertising, and contact with State and other employment offices.

Section 3: Selection: After completing all candidate evaluation procedures as the Appointing Authority may determine as relevant, necessary, and within the limits of the law, selection shall be made by the Appointing Authority from among those persons who have qualified for appointment.

Section 4: Promotion: Present employees shall be given maximum opportunity for advancement in the service of the City. Present employees shall be given first consideration in filling a vacancy and shall be afforded training opportunities to qualify for promotion. It is recognized that from time to time, the good of the service may require that a vacancy be filled from outside the current service of the City.

Section 5: Probation: The probationary period shall be regarded as an integral part of the appointment process and shall be utilized for closely observing an employee's work, ensuring the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards. All original and promotional appointments shall be for a probationary period of twelve (12) consecutive calendar months which may be extended by the Appointing Authority as may be required, but not for a period of more than four (4) additional consecutive months. At a minimum,

each probationary employee shall receive a six (6) month performance evaluation. In cases of original employment with the City, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which he/she was promoted, may be reinstated to the position from which he/she was promoted, unless such dismissal is the result of a disciplinary action. Any employee may be placed on probation for a period not exceeding twelve (12) months for cause after having completed probation, in which case the employee may be dismissed at any time without the right of an appeal or hearing in any manner. The provisions of this section apply to employees appointed to fill regular full-time and part-time positions in the Classified Service of the City.

Section 6: Training: In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Personnel Officer shall develop and implement educational training programs whenever possible.

Section 7: Transfer: If an employee, possessing the qualifications necessary to fill a vacant position within the Classified Service of the City, wishes to be transferred from his/her present department to another department, she/he shall be afforded an opportunity to apply and be considered for the position.

ARTICLE VIII. SENIORITY AND LENGTH OF SERVICE AWARDS

Section 1: When an employee transfers from one department to another, or is promoted within the Classified Service of the City, the date of original employment with the City shall count as the starting date for purposes of calculating seniority as it applies to longevity awards, vacation leave and other benefits. Classification seniority shall apply from the date of appointment to the most current position. Classification seniority and/or department seniority shall be distinguished from overall longevity or employment with the City. Employees who leave the employ of the City for a period greater than twenty-four (24) consecutive hours, and who do not work at least one (1) normal work day by reason of their termination of employment with the City, shall be considered permanently severed from employment with the City. Should a former employee of the City return to the employ of the City in either his/her former department or another department within one (1) year from the date of termination, he shall be entitled to consideration for the purposes of longevity pay and vacation benefits only. In all other respects, the re-employment of a former employee shall be considered as a new employment subject to all rules and regulations for new employees as of the date of their most current appointment.

Section 2: Longevity awards paid to employees for length of service shall be calculated on an annual basis from the date of first employment by the City and continuous employment thereafter. Longevity awards shall be paid to each employee on an annual basis as follows:

Five (5) years up to Ten (10) years	\$400/yr
Ten (10) years up to Fifteen (15) years	\$800/yr

Fifteen (15) years up to Twenty (20) years	\$1,200/yr
Twenty (20) years and greater	\$1,600/yr

—The provisions of this section shall apply only to regular full-time employees and on a pro rata basis to regular part-time employees.

ARTICLE IX. POLITICAL ACTIVITY

Section 1: No person holding a position in the Classified Service of the City shall seek or accept election, nomination or take an active part in, or make a contribution or donation to any municipal campaign or serve as a member of a committee of such club or organization or seek signatures to any petition provided for by any law, or act as a worker at the polls or distribute badges or pamphlets, or handbills of any kind favoring or opposing any candidate for election or for nomination to a municipal office. Nothing in this ordinance shall be construed to prevent any such employee or officer from becoming or continuing to be a member of a political organization, or from attendance at a political meeting, or enjoying entire freedom from all interference in casting his/her vote. Any person who wishes to accept or seek election or appointment to municipal office shall resign from the City Service upon indicating such intention by formal declaration or other evidence of candidacy. Any violation of this rule shall be sufficient grounds for the discharge of any officer or employee determined guilty of such violation.

Section 2: Solicitation of Contributions: No officer or employee in the City service shall directly or indirectly contribute, solicit or receive, or be in any manner concerned in contributing, soliciting, or receiving any assessment, subscription, contribution, whether voluntary or involuntary, for any municipal political purpose whatever.

ARTICLE X. HOURS OF EMPLOYMENT, ATTENDANCE AND LEAVE

Section 1: The City Manager and/or department heads shall establish hours of employment and work schedules of employees with due consideration for the varying requirements of the different City operations. Whenever possible, hours of employment for employees in the same class of the same work shall be uniform. The City Manager and/or department heads may, for temporary periods, change the work schedule to accommodate business needs.

Section 2: Holidays: The following paid holidays shall be provided for employees by the City of Dover:

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Washington’s Birthday	Veterans’ Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City Employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. The provisions of this section shall apply to regular full-time employees and on a pro rata basis to regular part-time employees.

Section 3: Annual Leave: Annual leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Annual leave shall accrue from the date of original hire. An Employee may take annual leave only after the end of the probationary period. If an employee is terminated from employment with the City for any reason during the probationary period, no payment of annual leave will be made by the City. The posting of accrued leave shall occur each pay period in hourly units based on the employee's normal work day, or as otherwise prescribed by the City Manager. Normal work day shall be based on the number of hours usually assigned to an employee. This shall exclude overtime, call-ins or other unusual work assignments. For employees who work varying number of hours per day, the average hours per day over the pay cycle may be used as their normal work day. Annual leave, not to exceed six (6) weeks, may be carried forward from one fiscal year to the next, excepting when upon application by an employee, the City Manager shall have granted an exception to this limitation. Any Annual leave to be taken shall be taken at the discretion of the employee's department head, and for department heads shall be taken at the discretion of the City Manager. The taking of annual leave will not be unreasonably denied. Accrual rates and other provisions related to the application for and usage of annual leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 4: Personal Illness and Disability Leave: Personal illness and disability leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Personal illness and disability leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of necessity and actual sickness, or disability of the employee. Employees who find it necessary to meet dental or doctor appointments or other illness prevention measures, including maternity, may also utilize personal illness leave time for such purposes, excepting when prior written City Manager and/or department head approval has been obtained, in which case no personal illness leave shall be charged. Personal illness leave, at the discretion of the City Manager and/or department head, may be granted in the instance of illness of a member of the employee's immediate family. At the discretion of the department head, a doctor's certificate may be required for absences due to illness or disability in excess of three (3) days. If the department head has a reasonable basis to believe or suspect an employee has abused personal illness leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, department head or division head. Abuse of personal illness and disability leave privileges may be cause of dismissal. Personal illness and disability leave shall be recorded regularly in the personnel records and the Personnel Officer shall

review all illness and disability related leave records periodically and shall investigate any cases which indicate abuse of the privilege. Accrual rates and other provisions related to the application for and usage of personal illness and disability leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 5: Injury Leave: All employees of the City who become injured while in the performance of their duties shall receive their regular salary while on injury leave, provided, however, that those who are covered by Workers' Compensation shall receive only the difference between Workers' Compensation and their regular rate of pay chargeable to personal illness leave after ninety (90) normal work days. After expiration of the first ninety (90) day calendar period, the City Manager and/or department head shall at once order a complete physical and/or mental examination of said employee by two registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement under the provisions of the New Hampshire Retirement Law. The commencement of payments under the New Hampshire Law shall end the Employer's obligation of payment on annual and/or accumulated personal illness leave and/or Workers' Compensation payments. Further, if it is determined by two registered physicians selected by the department head immediately after the employee is injured that said employee will not be able to return to his/her regular duties at any time in the future, the Employer shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) calendar days of injury in compliance with this section. There will be a free exchange of medical data and reports during the period of incapacity and while such determinations are being made, and to facilitate such exchange, an incapacitated employee shall execute medical authorization directing his/her physician to release reports concerning the medical condition of the employee. Copies of such reports shall be provided to the employee.

Section 6: Emergency Leave: Emergency leave may be granted by the City Manager without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family; if an employee is subpoenaed to appear before a court, public body or commission; and such other situations considered meritorious by the City Manager who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to, and not in restriction of, personal illness leave, annual leave or other eligible leave authorizations as herein provided. For the purpose of this section, immediate family shall be considered as spouse, children of either the member or spouse; mother, father, brother or sister of either the employee or spouse; grandchildren or grandparents of either the employee or spouse; or person residing in the same household, providing said person is not solely related to the member as a commercial tenant.

Section 7: Military Leave: Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be

entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and any such leave shall not affect the member's annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay and the amount of the employee's regular weekly pay. If the employee's base pay for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.

Section 8: Other Leave: The City may grant other leaves of absence for employees with or without pay and/or benefits and/or service credit at the discretion of the City Manager.

Section 9: Care of Newborn Child (CNC): Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within twelve (12) months from the date of birth inclusive of any period of disability, if applicable, associated with delivery. CNC Leave will be without pay, subject to any disability payments due but with full service credit and benefits. An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that: a) the employee will exhaust all vacation time prior to the start of any extended leave; and b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery. Upon completion of the CNC leave, the employee shall return to work or be subject to disciplinary action. Upon completion of the CNC leave, the employee shall be reinstated to his/her position prior to his/her leave or other comparable position, except that in the event of a force reduction or reorganization, such employee will be treated in accordance with the layoff provisions contained herein. An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event a member applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned. Nothing above will preclude a member from taking such leave by utilization of previously accrued and grandfathered personal illness leave and/or annual leave.

Section 10: Jury Duty: —An Employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

Section 11: Storm Days: When due to weather conditions, the City Manager determines that City services will be curtailed and/or limited, the affected employees so notified shall not be required to report to work, or employees who have reported for work shall be relieved without loss of pay. When an employee is unable to

report to work due to weather conditions, and the City Manager has not curtailed and/or limited City services in accordance with the preceding paragraph, the employee may draw from his/her annual leave time or take a personal day as provided for above in this Article. Employees who are not working due to other leaves of absence, injuries, or choice, shall not be compensated for storm days. All other personnel will receive pay on an hour for hour basis. The provisions of this Article shall apply to regular full-time and seasonal/temporary full-time employees, and on a pro rata basis to regular part-time and seasonal/temporary part-time employees.

ARTICLE XI. RETIREMENT AND OTHER BENEFITS

- Section 1: The Personnel Officer shall take the steps necessary to provide employees in the Classified Service of the City with membership in the State of New Hampshire Retirement System.
- Section 2: All regular full-time and regular part-time employees shall be eligible for participation in the City's health, dental and life insurance programs and other benefit offerings. Provisions related to types of coverage, eligibility and premium contributions are as specified in the appropriate collective bargaining agreements or as may be prescribed herein for each class of position in the Classified Service.
- Section 3: All employees of the City shall be subject to the benefits of Workers' Compensation regardless of their status in the City's service; whether an employee is considered regular, seasonal or temporary or full-time or part-time.

ARTICLE XII. ~~SEPARATIONS AND DEMOTIONS~~

- Section 1: Demotions: The City Manager and/or a department head may reduce the wage rate of an employee within the range provided in the Pay Plan, or demote an employee for cause. A written statement for the reasons for any such action shall be filed with the Personnel Officer and a copy shall be filed in the employee's personnel folder. No disciplinary demotion shall be made to a lower class of position if such action would cause an employee in the lower class to be laid off as a result of such action.
- Section 2: Layoffs: The City Manager and/or a department head may lay off an employee in the Classified Service of the City by reason of shortage of work and/or funds, abolition of the position(s), other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee. No employee shall be laid off while another person in the same class in the department is employed on a probationary or temporary basis. Layoff of employees shall be made in inverse order of employment in the class and department involved. The City Manager and/or a department head shall give written notice to the employee of any proposed layoff and reasons therefore, two weeks before the effective date of the action. A copy of such notice shall be filed with the Personnel Officer.

Section 3: Disciplinary Action: The City Manager, department head, or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, or other sufficient cause. All disciplinary action shall be handled in a fair manner and shall be consistent with the infractions for which the disciplinary action is being taken. All suspensions and discharges must be stated in writing and the reasons shall be communicated to the employee at the time of the suspension or discharge. Disciplinary actions will normally be taken in the following order:

- a) A documented Verbal Warning or supervisory counseling
- b) Written Warning
- c) Suspension With or Without Pay
- d) Demotion or Discharge

Notwithstanding the above, however, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

Section 4: Resignations: The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the grievance procedure afforded herein.

ARTICLE XIII: GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation, misinterpretation of and/or misapplication of the provisions of this Merit Plan with respect to one or more City employees covered by the rules and regulations contained herein. Grievances regarding the terms and conditions of this Merit Plan shall be processed in the following manner:

Step #1: Any grievance shall be filed by the employee, in writing, within ten (10) calendar days from the date of the occurrence of the violation. Such filing shall be made to the department head and shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas which the employee, or a designated representative, feels have been violated. The employee shall be required to sign the original grievance filed with the department head. Within ten (10) calendar days of receipt of the grievance, the department head shall conduct an informal inquiry concerning the grievance and render a decision, in writing, by no later than the close of the normal business day of the tenth day. The time requirements under this step may be extended by mutual consent of the department head and the employee and/or the designated representative.

Step #2: If the aggrieved employee is not satisfied with the decision of the department head, or if no decision has been rendered within the ten (10) calendar day period as defined above, said employee may appeal his/her grievance, in writing, to the Personnel Officer within ten (10) calendar days of the receipt of the department head's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated. The Personnel

Officer or a designated representative, shall hold an administrative hearing concerning the grievance within ten (10) calendar days of receipt of the aggrieved employee's appeal. The Personnel Officer or designated representative shall decide the grievance based upon the information supplied and any further information that he/she may request during or subsequent to the hearing. The Personnel Officer or designated representative shall render a decision, in writing, within ten (10) calendar days from the close of the hearing, said procedure to take not more than thirty (30) calendar days from receipt of the original grievance by the Personnel Officer. The time limitations under Step #2 may be extended by mutual consent of the Personnel Officer and the aggrieved Employee, or his/her designated representative.

Step #3: If the decision of the Personnel Officer, or the designated representative, is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within ten (10) calendar days appeal, in writing, the decision of the Personnel Officer setting forth an abbreviated statement as to why said decision has been found unsatisfactory and those specific areas which have been violated to the Personnel Advisory Board. The Personnel Advisory Board shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render their decision, in writing, within fifteen (15) calendar days from the close of their final hearing date. The written report, which shall be advisory only in nature, containing the Personnel Advisory Board's findings and recommendation, shall be issued to the City Manager. The Personnel Advisory Board shall have no power to reinstate and employee unless it finds, after investigation, that the action was taken against the employee for discrimination as to sex, age, race, color, national origin, creed, religion, or political affiliations or other non-merit based factor. The City Manager, after consideration of said report and other pertaining information, shall file a written statement of his/her decision within ten (10) calendar days, and such decision shall be final.

ARTICLE XIV. ~~SEPARABILITY~~

If any portion of these rules and regulations, or the application thereof, to any person or circumstance, should be held invalid or unenforceable, the remainder these rules and regulations shall remain in full force and effect.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: ~~13.B.7.~~
13.B.6.

Resolution Number: **R – 2013.11.13 – 134**

Resolution Re: Adoption of FY2015-2020 Capital Improvements Program

WHEREAS: The Capital Improvements Program (CIP) serves as the City’s long range planning document for the purchase or construction of capital assets; and

WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that

WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

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

The Proposed Capital Improvements Program for Fiscal Year 2015-2020 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised public hearing.

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 11/7/13* Daniel R. Lynch Finance Director Sponsored by: Deputy Mayor Carrier By request

Approved for Legal Compliance: *Anthony Blenkinsop 11/7/2013* Anthony Blenkinsop General Legal Counsel

Recorded by: *Karen Laverty* Karen Laverty City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2013.11.13 – 134**

Resolution Re: Adoption of FY2015-2020 Capital Improvements Program

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor - vacant	Vacant	
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:

This resolution establishes the attached FY2015 through FY2020 Capital Improvements Program. This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure over the course of the next six years and does NOT authorize funding for projects. The FY2015 – FY2020 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2015-2020

PROPOSED

All Projects								
BOLD = New Project			* = Multi Category Project					
UNDERLINED = Change in Schedule			ITALIC = \$ Change					
PROJECT DESCRIPTION	2015	2016	Fiscal Year				Total	Finance Method
			2017	2018	2019	2020		
GENERAL GOVERNMENT								
Transfer to Capital Reserve - Infrastructure & Equip	575,000	575,000	575,000	575,000	575,000	575,000	3,450,000	OB
Cemetery Improvements	30,000		550,000				580,000	RF/DF
City Hall Council Chambers HVAC	80,000						80,000	OB
<u>City Hall Roof/Atrium/Tower Repairs</u>	120,000		100,000	100,000			320,000	DF
Citywide HVAC Systems Control Modules Replacement		50,000	50,000	50,000			150,000	OB
Chapel Restoration			200,000				200,000	OB
TOTAL GENERAL GOVT.	805,000	625,000	1,475,000	725,000	575,000	575,000	4,780,000	
POLICE								
Police Cruiser Replacement Program	126,000	126,000	126,000	126,000	126,000	126,000	756,000	RF
TOTAL POLICE	126,000	126,000	126,000	126,000	126,000	126,000	756,000	
FIRE & RESCUE								
Bunker Gear Replacement	135,200						135,200	RF
Replace South End Station Roof	30,000						30,000	RF
<u>Self Contained Breathing Apparatus Replacement</u>	265,742						265,742	RF
<u>Cardiac Monitor & Defibrillators Replacement</u>		120,000					120,000	RF
Staff Vehicle Replacement		47,500					47,500	RF
Ambulance Replacement			176,603				176,603	RF
Command Vehicle Replacement			50,000				50,000	RF
Replacement of South End Paving			46,232				46,232	RF
<u>Central Station Improvements</u>				110,000			110,000	RF
Fire Quint/Pumper Replacement					600,000		600,000	RF
North End Station Traffic Light Improvements					85,000		85,000	RF
Air Compressor for Filling SCBA bottles						65,000	65,000	RF
Heating Plant South End Station						45,000	45,000	RF
TOTAL FIRE & RESCUE	430,942	167,500	272,835	110,000	685,000	110,000	1,776,277	
COMMUNITY SERVICES - PUBLIC WORKS								
PW Heavy Equipment	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	RF
General Streets Improvements	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	10,800,000	OB
General Sidewalk Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Bridge Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	150,000	900,000	OB
TIP - Traffic Calming Improvements	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Traffic Signal Upgrades	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
<u>Old Colony Road Drainage</u>	50,000						50,000	OB
Railroad Crossing Improvements	700,000						700,000	GR/RF
<u>Street Reconstruction - Oak/Broadway Area*</u>	250,000						250,000	DF
Street Reconstruction - Silver Street*	3,000,000					500,000	3,500,000	DF
<u>Street Reconstruction - Tanglewood Drive*</u>	50,000		335,000				385,000	DF
<u>Street Reconstruction - Watson Road</u>	200,000	1,052,000	100,000				1,352,000	DF
Street Reconstruction - Bellamy Road		50,000		200,000			250,000	DF
Street Reconstruction - Broadway RR Culvert		2,000,000					2,000,000	DF
Street Reconstruction - Floral Avenue & Brick Street*		50,000		200,000			250,000	DF
<u>Street Reconstruction - Nelson Street*</u>		425,000					425,000	DF
TIP - Replace Oak Street Railroad Bridge		351,000	2,433,000				2,784,000	RF/GR
Bridge Replacement - County Farm			250,000				250,000	DF
EMS Computer Software Upgrade			25,000				25,000	OB
Intersection Reconstruction - Sixth/Venture			50,000		200,000		250,000	DF
<u>Street Reconstruction - Atlantic Avenue</u>			1,300,000				1,300,000	DF
<u>Street Reconstruction - Piscataqua/Rabbit Road*</u>			200,000		1,500,000		1,700,000	DF
Street Reconstruction - Richardson Drive			500,000				500,000	DF
<u>Street Reconstruction - Roberts Road*</u>			164,000	376,000	15,000		555,000	DF
Downtown Traffic Efficiency Improvements				750,000			750,000	DF
<u>Sidewalk - Upper Whittier Street</u>				25,000	51,000	199,000	275,000	DF
<u>Bridge Replacement - Route 108</u>					200,000		200,000	DF
Street Reconstruction - Elm/Summer/Belknap					200,000		200,000	DF
Street Reconstruction - Keating/Birchwood					100,000		100,000	DF
<u>Street Extension - Washington Street</u>					150,000	1,000,000	1,150,000	DF
Street Reconstruction - Spur Road*						500,000	500,000	DF
<u>Tuttle Square Traffic Improvements</u>						150,000	150,000	DF
TOTAL COMM SERV - PW	6,750,000	6,428,000	7,857,000	4,051,000	4,916,000	4,849,000	34,851,000	
CULTURE & RECREATION								
Transfer to Capital Reserve - Park/Playground Imprv.	112,500	112,500	112,500	112,500	112,500	112,500	675,000	OB
<u>Arena Locker Room & Foster Rink Improvements</u>	15,000		350,000				365,000	DF
<u>Park Improvements - Guppey Park Field</u>	50,000		300,000				350,000	DF
Park Improvements - Henry Law Park	125,000						125,000	RF

Capital Improvements Program - FY2015-2020

PROPOSED

All Projects								
BOLD = New Project			* = Multi Category Project					
UNDERLINED = Change in Schedule			ITALIC = \$ Change					
PROJECT DESCRIPTION	Fiscal Year						Total	Finance Method
	2015	2016	2017	2018	2019	2020		
<u>Park Infrastructure Replace/Maintenance</u>		100,000				100,000	200,000	RF
<u>Park Improvements - Amanda Howard</u>			130,000				130,000	RF
<u>Indoor Pool Lighting</u>				150,000			150,000	RF
<u>Park Improvements - Maglaras Park</u>				200,000	300,000	300,000	800,000	DF
Dunaway Field Turf Replacement (split City/School)				500,000			500,000	DF
<u>Henry Law Park Riverwalk Improvements</u>					112,500		112,500	RF
TOTAL CULTURE & RECREATION	302,500	212,500	892,500	962,500	525,000	512,500	3,407,500	
PUBLIC LIBRARY								
Library Books and Collections	124,720	127,742	130,854	134,060	137,362	140,763	795,501	OB
Air Conditioning System			118,500				118,500	OB
TOTAL PUBLIC LIBRARY	124,720	127,742	249,354	134,060	137,362	140,763	914,001	
TOTAL CITY DEPARTMENTS	8,539,162	7,686,742	10,872,689	6,108,560	6,964,362	6,313,263	46,484,778	
EDUCATION								
Facilities/School Maintenance and Repairs	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
Garrison Elementary School - Roof Replacement	602,000						602,000	DF
High School & Dunaway Field Improvements	571,500	4,000,000	9,000,000	9,400,000			22,971,500	DF
Regional Career Tech Improvements	328,500	8,000,000	4,000,000				12,328,500	DF
Middle School - Roof Shingles Replacement					506,250		506,250	DF
TOTAL EDUCATION	1,552,000	12,050,000	13,050,000	9,450,000	556,250	50,000	36,708,250	
TOTAL GENERAL FUND	10,091,162	19,736,742	23,922,689	15,558,560	7,520,612	6,363,263	83,193,028	
SPECIAL REVENUE FUNDS								
Downtown Parking System Improvements	500,000	11,000,000					11,500,000	DF
Parking Deck - Third Street	100,000	200,000	1,200,000				1,500,000	DF
Economic Development Park	1,300,000	150,000		1,000,000			2,450,000	DF
McConnell Center - Trim Repairs/Painting						120,000	120,000	OB
TOTAL SPECIAL REVENUE FUNDS	1,900,000	11,350,000	1,200,000	1,000,000	0	120,000	15,570,000	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Water Main Replacement - City Wide	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Water Meter Replacement	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Water Treatment Plant & Well Equipment	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Light Vehicle Replacement (Split with Sewer)	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
<u>Water Main Replacement - Oak/Broadway Area*</u>	125,000						125,000	RF
Water Main Replacement - Silver Street*	850,000						850,000	DF
Water Main Replacement - Spaulding Turnpike	1,500,000						1,500,000	GR
Water System Facilities Upgrade	1,500,000	1,500,000					3,000,000	DF
Water Main Replacement - Nelson Street*		200,000					200,000	RF
Water Main Replacement - Union Street		150,000					150,000	RF
Water Main Replacement - Main St/Washington St			100,000		1,000,000		1,100,000	DF
Water Main Replacement - Piscataqua/Drew Rds*			200,000		2,000,000		2,200,000	DF
Water Main Replacement - Richardson Drive			40,000				40,000	RF
<u>Water Main Replacement - Tanglewood Drive*</u>			50,000				50,000	RF
Water Main Replacement - Keating/Birchwood*					50,000		50,000	RF
Water Main Replacement - Spur Road*						100,000	100,000	RF
TOTAL WATER FUND	4,977,500	2,852,500	1,392,500	1,002,500	4,052,500	1,102,500	15,380,000	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
Pump Station Equipment Replace-Maint.	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Sewer Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Sewer Main Replacements - City Wide	150,000	150,000	150,000	150,000	150,000	150,000	900,000	RF
Light Vehicle Replacement (Split with Water)	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
Force Main Charles St. Pump Station	75,000						75,000	RF
<u>Sewer Main - Oak/Broadway Area</u>	75,000						75,000	RF
Sewer Main Replacement - Spaulding Turnpike	1,500,000						1,500,000	DF
Pump Station Replacement - Leighton Way		350,000					350,000	DF
Pump Station Upgrade - Varney Brook		100,000					100,000	RF
<u>Sewer Main - Nelson Street*</u>		150,000					150,000	RF
Sewer Main Replacement - Floral Avenue/High Ridge*		75,000					75,000	RF
Sewer Main Replacement - Keating/Birchwood*					50,000		50,000	RF
Pump Station Upgrade - Piscataqua					150,000		150,000	RF
TOTAL SEWER FUND	2,727,500	1,752,500	1,077,500	1,077,500	1,277,500	1,077,500	8,990,000	
TOTAL OTHER FUNDS	7,705,000	4,605,000	2,470,000	2,080,000	5,330,000	2,180,000	24,370,000	
TOTAL ALL PROJECTS	19,696,162	35,691,742	27,592,689	18,638,560	12,850,612	8,663,263	123,133,028	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: ~~13.B.8.~~

13.B.7.

Resolution Number: R - 2013.11.13 - 135

Resolution Re: Appropriation For FY2015 Capital Improvements Program - Non-Debt Financed Projects

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 1 and to finance these improvements with transfers from Reserve Trust Funds and appropriation of existing funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL, THAT: The following capital outlays are appropriated as part of the FY15 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Table with 5 columns: Item, Description, Appropriation, Funding, Fund. Lists 19 items including Police Vehicle Replacement, Bunker Gear Replacement, etc., with a total appropriation of \$2,136,942.

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch 11/7/13 Finance Director. Sponsored by: Deputy Mayor Robert Carrier By request

Approved for Legal Compliance: Anthony Blenkinsop 11/7/2013 General Legal Counsel

Recorded by: Karen Lavertu City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2013.11.13 – 135**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program – Non-Debt Financed Projects**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor - Vacant		
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.7.

Resolution Number: **R – 2013.11.13 – 135**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates reserve trust funds and special revenue funds to finance a portion of the FY15 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2014:

Description	Proposed Appropriation	Balance 6/30/2014
Trust Reserve Funds CIP		
General Fund Capital Reserve *	826,942	260,723
Cemetery Maintenance Reserve**	30,000	24,448
Transportation Improvements	75,000	213,310
Parks Improvements Reserve ***	125,000	42,863
Water Capital Reserve	440,000	2,954,956
Sewer Capital Reserve	640,000	789,846
Totals	<u>\$2,136,942</u>	

* The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$575,000 into the reserve is proposed in the CIP FY 2015-2020 to be budgeted during FY2015 as part of the City's Operating Budget.

** The Cemetery Maintenance Reserve will have sufficient funds for the appropriation, it is estimated that in FY2015 there will be at the least \$6,200 collected from Sales of Cemetery lots that will be deposited into the capital reserve account.

*** The Parks Improvements Capital Reserve will have sufficient funds for the appropriation as a transfer from the Recreation Field Construction (Sand & Gravel) Fund of \$112,500 into the reserve is proposed in the CIP FY 2015-2020 to be budgeted during FY2015.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2013.11.13 – 136**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated with estimated useful lives in excess of the length indicated:

Item #	Description	Proposed Appropriations	Life/Yrs	Department	Fund
1	City Hall Roof/Atrium/Tower Repairs	\$ 320,000	20	General Government	General
2	Street Reconstruction - Oak/Broadway Area	250,000	20	Comm Serv - PW	General
3	Street Reconstruction - Silver Street	3,000,000	20	Comm Serv - PW	General
4	Street Reconstruction - Tanglewood Drive	385,000	20	Comm Serv - PW	General
5	Street Reconstruction - Watson Road	1,352,000	20	Comm Serv - PW	General
6	Arena Locker Room & Foster Rink Improvements	365,000	20	Recreation	General
7	Park Improvements - Guppey Park Field	350,000	20	Recreation	General
8	Garrison Elementary School - Roof Replacement	602,000	20	Education	General
9	High School & Dunaway Field Improvements	571,500	20	Education	General
10	Regional Career Tech Improvements	328,500	20	Education	General
11	Downtown Parking System Improvements	11,500,000	20	Police - Parking	Parking Activity
12	Parking Deck - Third Street	1,500,000	20	Police - Parking	Parking Activity
13	Economic Development Park	2,450,000	20	DBIDA	DBIDA
14	Water Main Replacement - Silver Street	850,000	15	CS - Water	Water
15	Water System Facilities Upgrade	3,000,000	20	CS - Water	Water
16	Sewer Main Replacement - Spaulding Turnpike	1,500,000	15	CS - Sewer	Sewer
Total		<u>\$28,324,000</u>			

AND FURTHER BE IT RESOLVED THAT:

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND FURTHER BE IT RESOLVED THAT:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing the Spaulding Turnpike Sewer Main Replacement provided CWSRF funding is available; and the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing the Water Systems Facilities Upgrade provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the program for the two identified projects.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: ~~13.09~~

13.08

Resolution Number: R – 2013.11.13 – 136

Resolution Re: Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after public hearing.

AUTHORIZATION

Daniel R Lynch 11/7/13

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Carrier
By request

Approved for Legal Compliance: *ATB*
Anthony Blenkinsop
General Legal Counsel *11/7/2013*

Recorded by: Karen Lavertu
City Clerk *Karen Lavertu*

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor	Vacant	
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.8.

Resolution Number: **R – 2013.11.13 – 136**
 Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2015 Capital Improvements Program financed by debt and authorizes the sale of bonds.

This resolution makes appropriations for projects that are scheduled to be completed over multiple years. The Finance Department requests from all departments with projects to submit cash flow requirements for projects. These cash flow projections are completed to determine the amount by project for the coming bond issuance. Those projects that are not financed or are only partially financed remain as authorized unissued debt and bonded (financed) when the cash need arises.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired: The Net Sewer reflects the amount retired by user fees (total debt retirement less State aid for principal).

Description	City	School	Parking	Water	Sewer	DBIDA	Total
FY2015 Authorization	6,022,000	1,502,000	13,000,000	3,850,000	1,500,000	2,450,000	28,324,000
FY2015 Retirement	3,685,792	2,356,900	55,000	1,112,812	1,046,166	0	8,256,670
Net Change	2,336,208	(854,900)	12,945,000	2,737,188	453,834	2,450,000	20,067,330

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2013 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	33,202,107	23,658,574	12,505,800	0	0	15,931,149	85,297,630
Authorized - Unissued	17,982,004	0	1,616,367	0	0	15,604,001	35,202,372
Total Issued & Unissued	51,184,111	23,658,574	14,122,167	0	0	31,535,150	120,500,002
This Authorization	6,022,000	1,502,000	3,850,000	2,450,000	0	14,500,000	28,324,000
Grand Total	57,206,111	25,160,574	17,972,167	2,450,000	0	46,035,150	148,824,002
Legal Debt Limit	81,427,620	189,997,780	271,425,399	4,000,000	NA	NA	
Unused Capacity	24,221,509	164,837,206	253,453,232	1,550,000			
Percent Unused	29.7%	86.8%	93.4%	38.8%			

Notes: Legal debt limits are based on a percent of equalized assessed value. City 3%, School 7%, Water 10%.
 DBIDA limits are set by special legislation.
 IP = Industrial Park projects
 IB = Industrial Building projects
 Exempt includes Sewer, Special Revenue Funds and Tolend Road Landfill debt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2013.11.13 – 136**
 Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

Multi-Year Projects Proposed Bonding Schedule

The following table summarizes the bonding schedule for the proposed debt authorizations. This table shows that for multi-year projects the issuance of bonds will be done based on cash flow requirements per the projects' proposed segments as presented in the Capital Improvements Program.

Item #	Description	Proposed Appropriations	FY2015	FY2016	FY2017	FY2018
1	City Hall Roof/Atrium/Tower Repairs	320,000	120,000		100,000	100,000
2	Street Reconstruction - Oak/Broadway Area	250,000	250,000			
3	Street Reconstruction - Silver Street	3,000,000	3,000,000			
4	Street Reconstruction - Tanglewood Drive	385,000	50,000		335,000	
5	Street Reconstruction - Watson Road	1,352,000	200,000	1,052,000	100,000	
6	Arena Locker Room & Foster Rink Improvements	365,000	15,000		350,000	
7	Park Improvements - Guppey Park Field	350,000	50,000		300,000	
8	Garrison Elementary School - Roof Replace	602,000	602,000			
9	High School & Dunaway Field Improvements	571,500	571,500			
10	Regional Career Tech Improvements	328,500	328,500			
11	Downtown Parking System Improvements	11,500,000	500,000	11,000,000		
12	Parking Deck - Third Street	1,500,000	100,000	200,000	1,200,000	
13	Economic Development Park	2,450,000	1,300,000	150,000		1,000,000
14	Water Main Replacement - Silver Street	850,000	850,000			
15	Water System Facilities Upgrade	3,000,000	1,500,000	1,500,000		
16	Sewer Main Replace - Spaulding Turnpike	1,500,000	1,500,000			
Total		28,324,000	10,937,000	13,902,000	2,385,000	1,100,000

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to the projects proposed to be bonded in FY15. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2013.11.13 – 136**
 Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

CIP Only

Net Change in Property Tax Rates

	2015	2016	2017
City	(0.07)	(0.07)	(0.25)
School	-	(0.07)	(0.09)
Total Change	(0.07)	(0.14)	(0.34)
Est Tax Rate	25.99	25.85	25.51
% Change City	-0.72%	-0.73%	-2.59%
% Change School	0.00%	-0.67%	-0.87%
% Change Total	-0.28%	-0.56%	-1.36%

CIP Only

Net Change in Utility Rates

	2015	2016	2017
Water	0.23	0.04	(0.09)
Sewer	0.12	(0.07)	(0.14)
Total Change	0.35	(0.03)	(0.23)
Est Utility Rate	11.57	11.54	11.31
% Change Water	5.28%	0.87%	-2.05%
% Change Sewer	2.08%	-1.19%	-2.45%
% Change Total	3.72%	-0.31%	-2.45%

Including Prior Year Authorizations

Net Change in Property Tax Rates

	2015	2016	2017
City	0.45	(0.10)	(0.27)
School	-	(0.07)	(0.09)
Total Change	0.45	(0.17)	(0.36)
Est Tax Rate	26.51	26.34	25.98
% Change City	4.63%	-0.98%	-2.81%
% Change School	0.00%	-0.67%	-0.87%
% Change Total	1.76%	-0.65%	-1.42%

Including Prior Year Authorizations

Net Change in Utility Rates

	2015	2016	2017
Water	0.40	0.05	(0.09)
Sewer	0.95	0.63	(0.18)
Total Change	1.35	0.68	(0.27)
Est Utility Rate	12.57	13.25	12.98
% Change Water	9.17%	1.05%	-2.04%
% Change Sewer	16.44%	9.36%	-2.81%
% Change Total	13.31%	5.92%	-2.50%

Rate per \$1,000 of Assessed Tax Value

Rate per 100 Cubic Feet of Water Consumption

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY14 assessed value at \$250,686 with 75 HCF of average water usage.

Impact to Average Single Family Home

Description	Yr1	Yr2	Yr3	Change After 3 Years
CIP Only				
Property Tax	(18)	(35)	(85)	(138)
Water Fees	17	3	(7)	14
Sewer Fees	9	(5)	(11)	(7)
Total Avg SFH Impact	9	(37)	(102)	(131)
Including PY Authorizations				
Property Tax	113	(43)	(90)	(20)
Water Fees	30	38	(7)	61
Sewer Fees	71	47	(14)	105
Total Avg SFH Impact	214	42	(111)	146

CHRISTOPHER G. PARKER, AICP
Director

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City of Dover, New Hampshire

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

October 23, 2013

Honorable Mayor and City Councilors
288 Central Avenue
Dover NH 03820

Dear Mr. Mayor and City Councilors:

The Dover Planning Board, at its meeting of October 22, 2013, voted to approve the Capital Improvements Program as presented and to forward it on to the City Council.

Please do not hesitate to call my office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Parker", is written over the typed name and title.

Christopher G. Parker, AICP
Director of Planning and Community Development



October 31, 2013

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

Re: G4 & G4 HD

Dear Council Members:

In keeping with our ongoing efforts to provide regular updates regarding our service, I am writing to inform you that on or shortly after January 6, 2014, G4 and G4 HD will no longer be available on channels 219 and 786 respectively.

In addition, on January 1, 2014, ShopNBC will change its name to ShopHQ.

Please be advised Customers are receiving this information, in advance, via bill message.

Should you have any questions, please do not hesitate to contact me at 603-224-1871, ext. 202.

Sincerely,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government & Regulatory Affairs