



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 22, 2014**
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 74 – CEMETERIES**
SPONSORED BY COUNCILOR CHENEY
 - B. AMENDMENT OF FY2014 FEE SCHEDULE TO ESTABLISH METER AND PERMIT RATES FOR THE TRANSPORTATION CENTER PARKING LOT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. CITIZEN'S FORUM**

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.
- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. January 6, 2014 – Organizational Meeting**
 - B. January 8, 2014 – Organizational Meeting**
 - C. January 8, 2014 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING – None**
 - B. ORDINANCES IN THE 3rd READING**
 - 1. CHAPTER 74 – CEMETERIES**
SPONSORED BY COUNCILOR CHENEY



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 22, 2014**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

1. **AMENDMENT OF FY2014 FEE SCHEDULE TO ESTABLISH METER AND PERMIT RATES FOR THE TRANSPORTATION CENTER PARKING LOT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY MAYOR WESTON BY REQUEST
2. **ADOPTION OF FY2015-2020 CAPITAL IMPROVEMENTS PROGRAM**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
3. **APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
4. **APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **RAFFLE – American Legion Rider’s**
2. **RAFFLE – Children’s Museum of New Hampshire**
3. **RAFFLE – Portsmouth Christian Academy**
4. **RESOLUTION: PURCHASE OF FIREFIGHTING BUNKER GEAR**
SPONSORED BY MAYOR WESTON BY REQUEST
5. **RESOLUTION: PURCHASE OF FIVE 2014 FORD POLICE INTERCEPTORS**
SPONSORED BY MAYOR WESTON BY REQUEST
6. **RESOLUTION: BERRY BROOK RESTRICTIONS TO WARRANTY DEED**
SPONSORED BY MAYOR WESTON 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 Committee |



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 22, 2014**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

- 1. B14007 AWARD OF CONSTRUCTION MANAGEMENT SERVICE FOR DOVER POLICE FACILITY**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. REVISED AND RESTATED DEVELOPMENT AGREEMENT FOR FIRST STREET DEVELOPMENT PROJECT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. FOURTH AMENDMENT AND LEASE EXTENSION AGREEMENT GARRISON HILL CELL TOWER/VERTICAL REALITY PROPERTIES, LLC**
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. CITY COUNCIL PERSONAL LINKS FROM CITY OF DOVER WEBSITE**
SPONSORED BY COUNCILOR GARRISON

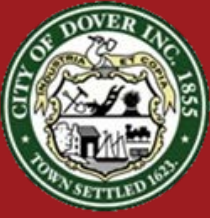
C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE – None

A. Letter from Dover Main Street, dated January 10, 2014.

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



City of Dover, New Hampshire

City Manager's Report

January 22, 2014



J. Michael Joyal, Jr.
City Manager



INSIDE THIS REPORT

Leadership Team	2
Utilities	3
Streets, Grounds, Facilities & Parks	5
Emergency Management	8
City Outreach	11
General Updates	13
City Programs	14
Capital Improvements Program	17
Recognition	18
Professional Development	19
Administrative Services	20
Parking & Traffic	21
Progression & Growth	22

Information contributing to this City Manager's Report is gathered on a monthly basis from all departments and is deciphered into various categories. You will find these departmental updates are governed by our core values; Customer-Focused Service, Integrity, Innovation, Accountability and Stewardship.

Monthly statistics are gathered and tracked by the City Manager. You will find charts and graphs throughout the City Manager's Report, depicting some of these statistics. Statistics in their entirety can be found on the City Manager's page of the City website: <http://www.dover.nh.gov/specialprojects.htm>

City of Dover Leadership Team



Gary Bannon
Recreation Director



Daniel Barufaldi
DBIDA Director



Cathleen Beaudoin
Library Director



Anthony Blenkinsop
City Attorney



Anthony Colarusso
Police Chief



Annie Dove
Information
Technology Director



Richard Driscoll
Fire & Rescue Chief



Daniel Lynch
Finance Director



Lena Nichols
Public Welfare
Director



Christopher Parker
Planning Director



Douglas Steele
Community Services
Director



Alison Webb
Human Resources
Director



Michael Joyal
City Manager

Utilities

The Water/Sewer Billing Office is located on the first floor of the Municipal building. The primary responsibility of this office is to manage the water and sewer accounts for the City of Dover and invoice residents and businesses based on their usage.

Industrial invoices are processed monthly and residential invoices are processed on a quarterly basis. Below are numbers for November 2013.

Records Billed	Total Water Service Billed	Total Sewer Service Billed	Meter Rent Billed
733	\$105,693.84	\$148,048.16	\$2,317.39

The Utilities Division had five water breaks in the month of December.

On December 2nd dispatch called in a water break on a twenty-two year old main on Martin Lane. Five crew members utilizing one backhoe and three dump trucks repaired the leak within 4 hours. Crews are evaluating the pipe to determine if this is corrosion or a small leak at the bell which eroded the pipe.



On December 23rd a water break was reported on Rogers Street. During the repair, the water gates would not close to shut the main down. Six crew members, one backhoe and 2 dump trucks had to complete the repair under live conditions taking 4 hours to repair. A crack in the ring was discovered.



On December 27th dispatch called in a water break on Pearl Street. Crews discovered a lateral crack on a six inch cast iron main. Crews replaced approximately 8 feet of the six inch pipe. Five crew members and 3 dump trucks responded and repaired the break within five hours. Pearl Street has seen multiple breaks. The water main is on the CIP list for replacement.

On December 30th the owner of Old English Villages reported an ice buildup on Old English Village Road indicating a potential water break. Five employees were dispatched with the sewer jet truck, two dump trucks and a backhoe; the break was repaired in six hours.



Water Rate: \$4.69

Sewer Rate: \$6.53

The Utility Division Maintains:

3 Water Treatment Facilities

155 Miles of Water Mains

One 3,000,000 Gallon Water Storage Tank

One 713,000 Gallon Water Storage Tank

122 Miles of Sewer Pipe

23 Wastewater Pumping Stations

One Wastewater Treatment Facility

850,000,000 Gallons of Wastewater per Year

8 Wells:

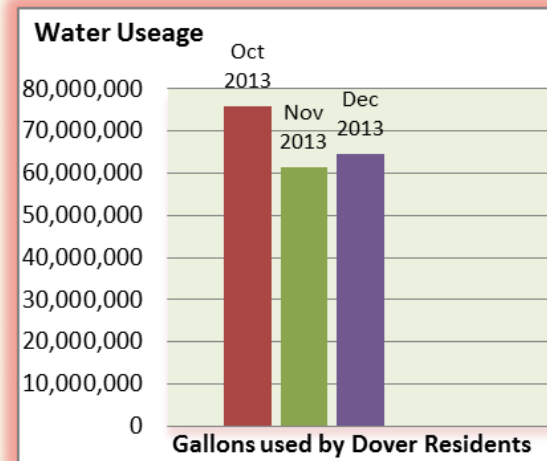
- Griffin Well
- Ireland Well
- Calderwood Well
- Campbell Well
- Cummings Well
- Smith Well
- Hughes Well
- Bouchard Well

Crews were called to 10 Cote Drive for a leak on the resident's side of the service. They were called to shut down the resident's service which required digging the curb box. Five crew members responded with the sewer jet truck and two dump trucks. Crews found an outside wheel valve for the curb box shut off was broken. Crews were unable to access the shutoff because of the property being at sea level and the hole was filling with water. Water main was shut down and a backhoe responded to dig and replace curb stop, box and rod as well as a small section of PVC pipe.

Crews worked through the month continuing to dig test pits to obtain the exact location and elevation of the water main on Renaud and Keating Avenue for potential replacement of a water main.

The new Smith Well went on line December 23rd. The well is pumping 600 gallons a minute through the Lowell Avenue water treatment plant which is 140% more than the old Smith Well pumped.

The Sewer Division received a service call for a sewer backup on Knox Marsh Road, from Knox Marsh Road to Crosby Road. A Foreman and two crew members responded with one jet truck to clean approximately 100 feet of sewer main blocked by roots. Crews returned the next day to wash out an additional 600 feet of main. Crews also repaired a sewer backup on Smith Well Road. Two employees, one truck and the jet truck responded. The sewer main was cleaned eliminating the backup.



Many water and sewer customers have received invoices for the month of November, which were printed on Dec. 19, 2013. October bills were due Dec. 23, four days after the November bills were printed.

The interest on the November invoice, listed under "previous balance," only reflects calculated interest up to the invoice date.

To restore monthly billing to its original timetable, November bills were dated Dec. 19. This change is the result of circumstances outside the City's control, which have required the billing cycle to shift by three weeks.

This corrective adjustment will continue at least for the December and January billing cycles, and hopefully be restored to the usual billing timetable in February.



City Streets, Grounds, Facilities & Parks

The Streets Division began the month of December hosting classroom and practical training, presented by Holder of North America, for the city's sidewalk tractors. The classroom training lasted approximately four hours and was attended by 6 employees from Streets, Stormwater and Utilities. Classroom training was followed by another four hours of practical training in the tractors. After these six employees were trained, by the Holder representative, a peer training was conducted with another fourteen employees.

Crews from Streets, Stormwater, Utilities, Environmental and the Facility & Grounds divisions plowed and treated roads for four snow storm events with an approximate snow accumulation of 23 inches, working 1,373 hours of overtime and treating roads with 472 tons of salt and 1,152 yards of salt/sand combination.

Crews also treated roads for six ice events working 185.25 hours of overtime and treating roads with 297.5 tons of salt and 102.5 yards of salt/sand combination.

Crews also worked one night for downtown clean-up. Downtown cleanup consists of removing the snow from the downtown area. Ten crew members, eight contractors, three loaders, one loader with snow blower attachment, ten dump trucks and two bobcats start at 9:00 p.m. Crews start near Cleary Cleaners and will remove snow up Central Avenue as far as Dunkin Donuts and as wide as the Post Office to Main Street. The cleanup took 95.5 overtime hours, 63 contractor hours, 1 ton of salt and 7 yards of salt/sand combination. Loaders and bobcats work to move the snow into the street where the loader with blower attachment then blows the snow into dump trucks.



Sidewalk Tractor

Dover Maintains

- 62 miles of sidewalks
- 133 miles of streets
- 155 crosswalks
- 66 miles of drainage
- 1,120 fire hydrants
- 15 parks
- 13 playgrounds
- 20 municipal buildings
- 2 water treatment plants
- 7 well buildings
- 2 recharge pump stations
- 23 wastewater pump stations
- 1 Wastewater Treatment Facility
- 4 cemeteries



The new 2014 Freightliner



Crews also completed day time snow removal on both sides of Second Street, Corner of Broadway and St. John Street, Weeks Crossing turn lanes, Sixth Street (Chestnut Street to Central Avenue), Fifth Street, Chestnut Street in front of St. Mary's Church, around the corner and up Third Street, Third Street parking lot and the handicap spaces on St. Thomas Street.

Truck chassis, sanders, and frames were washed down and cleaned after plow and salt/sanding events.

Crews patched various pot holes throughout the city with 3.06 tons of hot top and 5 tons of performance cold patch.

Street personnel received 15 service requests to repair mailboxes. Crews continue to battle mailboxes, during snow storm events, which are not correctly installed to the post office codes of 41-45 inches from the road surface to the bottom of the mailbox and set back 6-8 inches from the front face of the curb or road edge to the mailbox door.



Crews received 904.26 tons of road salt. Salt is pushed up into bin areas taking approximately 8 hours per 400 tons of salt. Approximately one third of salt is then mixed with sand.

Crews delivered 20 tons of salt/sand mixture to the residential pickup area off Shaws Lane.

On December 6th four crew members worked with the Solid Waste and Street Supervisors to cleanup an illegal dumping area off of Green Hill Road. It took crews operating 1 loader with clam bucket, 1 excavator, 2 dump trucks and 1 thirty yard roll-off truck to cleanup 18.5 tons of debris and 175 tires. The cost to dispose of the debris and tires is \$1,894.



The Facilities, Grounds and Cemeteries employees handled 8 service calls and 166 work orders in the month of December. Employees attended three full burials and one ash burial in Pine Hill Cemetery during the month. The stringing of Christmas lights throughout the downtown continued. Facilities & Grounds employees, working with Dover Chamber of Commerce members, connected pole and tree lights to outlets provided by area businesses. Window candles were installed for the season at City Hall. Employees set up tables and chairs for the City Employee Christmas Luncheon and assisted with the cleanup afterward, removing trash, taking tables and chairs down and sweeping the floor. Traffic signals lenses and décor bulbs were replaced as needed. Crews responded to twelve traffic light locations where there were reports of light timing or sensitivity issues. Crews made minor adjustments to correct these. Two major traffic light repairs were completed by Electric Light Company. Crews installed three new signs, replaced two missing stop signs and relocated one sign to another pole.

A contractor was hired to repair the motor drive in the clock located on the City Hall tower. The motor was sent out to be rewired and was reinstalled before the Christmas holiday.

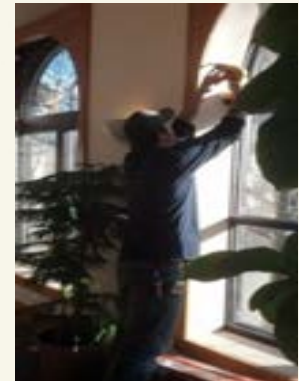
The Facilities & Grounds Division continued the day-to-day maintenance and cleanup of municipal buildings, as well as handling daily requests for service at City Hall, the Police Department and Fire Departments. Crews replaced lighting at Central Station on the apparatus floor and in the bunk area. The handicap lift at the Indoor Pool is installed and functional. A fire door was installed at Camp Sun n Fun, dividing the top floor from the bottom floor, allowing for the new tenant(s) to occupy those spaces.

A leak in the HVAC system drain line at the Transportation Station was identified and repaired. The copper drain line had corroded on the bottom of the line, leaking only when the unit ran, which made the origin of the water source difficult to identify.

Facilities & Grounds crews finished up work refurbishing the woodwork around the four large windows in the Reading Room of the library in December. The windows were compromised by moisture and the woodwork sustained extensive water damage a few years ago. The work spanned 157 hours and was conducted mostly in December. This included replacing the top arched windows, sealing around the windows to keep the wind and moisture out, replacing the woodwork within the arch, inside the building and replacing the sills.



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. Doors at City Hall were opened for the public on a daily basis and supplies were delivered to various departments upon request. Employees also conducted the required monthly fire extinguisher and elevator inspections.



Preventive maintenance and boiler cleanings have been ongoing. Boiler cleanings are conducted annually by Siemens employees as per our contract with them.

Sand barrels and cradles were put out in the designated places and ice melt deliveries were made to public buildings.

Facility, Grounds and Cemeteries employees assisted with plowing and sand salt operations as well as shoveling and de-icing entrance and walkways into public buildings.

Cemeteries:

Austin-Tuttle Cemetery
Pine Hill Cemetery
Pinkham Cemetery
Roberts/First Settlers Cemetery

Parks & Playgrounds

Applevale * Alden Woods * Amanda Howard
Overlook * Garrison * Garrison Hill, Guppy
Hancock * Henry Law * Long Hill * Maglaras
Morningside * Orchard Street River Walk
Shaw's Lane * Sullivan Drive * Woodman

Emergency Management



Investigations/Legal Bureau

During the month of December 2013, there was one letter generated by the Dover Police Special Investigations Unit (SIU) that was sent to a certain licensed liquor establishment in Dover. 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 11 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.

During the month of November, the Dover Police Department's Special Investigations Unit, working in conjunction with the Crime Scene Unit (CSU), investigated a "home invasion" that took place on Maple Street. The investigation led to arrest warrants being issued for two local men, both of whom were subsequently arrested in December 2013.

Also during December, SIU detectives and CSU officers investigated several commercial burglaries. The investigation is on-going and numerous leads are being followed-up.

SIU detectives, acting at the request of the Oakland County (Michigan) Sheriff's Department, executed an arrest warrant and a search warrant at the residence of a Dover man who was wanted in Michigan on charges relating to the online solicitation of a minor. The man was charged as a Fugitive from Justice and will face extradition to Michigan.

SIU detectives also investigated the sexual assault of a seven year old girl, which led to the arrest of a local man on the charge of Aggravated Felonious Sexual Assault.

SIU detectives and CSU officers are investigating an arson fire at an apartment complex have identified a Dover man as being responsible. He was arrested a few days later.

SIU personnel have also assisted in the ongoing investigation into a fatal motor vehicle crash that occurred on Sixth Street in early December.

K-9

The Police Department has one K-9 handler, Officer Tim Keefe, who works his K-9 partner, Grinko a German shepherd. During the month of December, the K-9 Unit conducted a total of 20 hours of training.

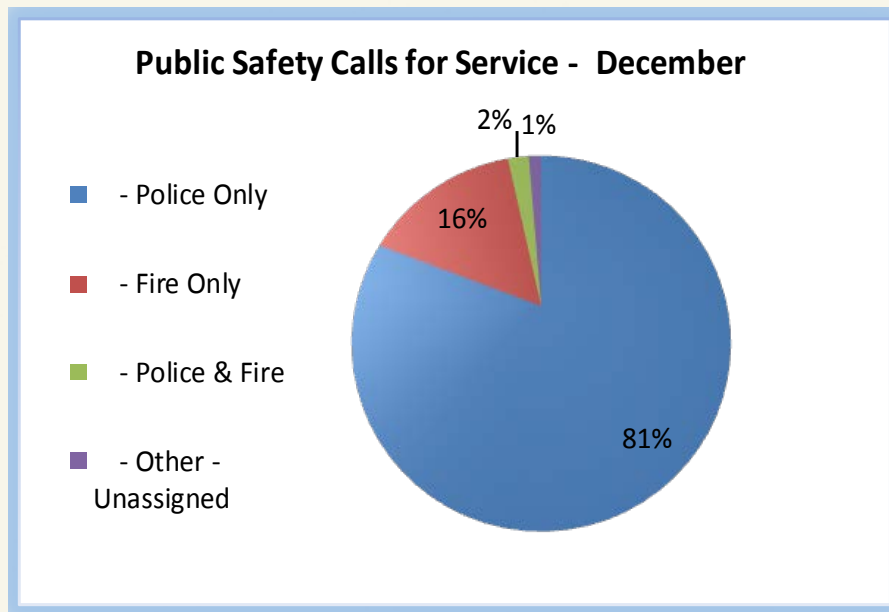
Animal Control

For the month of December there were a total of 40 animal calls. Of those, 15 were handled by the Animal Control Officer, 20 were handled by dispatch and 5 by patrol officers, requiring the ACO to follow-up on 4 of them. The following is a breakdown of the calls handled by the Animal Control Officer: 2 found animals, 1 lost animal, 2 barking dogs, 6 loose dogs, 1 dog bite, 1 animal welfare check, 1 chicken call, and 1 deceased animal. ACO Ladisheff responded to 23 voice mail messages.

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. They took enforcement action on numerous traffic and city ordinance violations. A breakdown of the enforcement activity is below:

7 pedestrian crosswalk warnings, 20 public assist calls, 12 MV pedestrian right of way warnings, 1 MV one way warning, 7 parking assist calls, 5 warnings skateboarding on the sidewalk, 1 warning for riding a bike on the sidewalk, 1 trespass warning, 1 warning for speed, 1 MV accident





The Dover Fire Department has started the Fire Safety Festival preparations for the next show to provide education to the youth of Dover. This public education event will target the youth of Dover K-4 at all public and private schools. The script has been written and roles have been started to be assigned. Songs have been identified and others are being written.

The Fire Department's Inspection Services personnel entered approximately 70 businesses for holiday spot inspections. During the increased traffic and decoration hazard time of year, duty shift personnel did educational spot inspections to inspect and mostly correct high hazard type issues in our local businesses.

Fire & Rescue went through the promotional process to promote a new Deputy Chief. This was done in collaboration with Police Captain, Bill Breault, and the City Human Resource Director, Alison Webb. An oral board was convened to create a list of eligible candidates to fill this vacant position.

The Fire Department hosted the new council members in a tour of the department and a brief overview of fire operations and management.



The City of Dover has three fire stations.

1. Liberty North End Fire Station
2. Central Fire Station
3. South End Fire Station

The Fire Department participated in the Holiday Parade. The honor guard members carry the large American Flag, apparatus to hold the flag in lower square and fire vehicles in the procession. Members also rebuilt the reindeer for Santa's sleigh. Fire & Rescue had the privilege of towing Santa in the parade. Many hours went into the repairs after vandals damaged the float this fall while being stored on River Street.

Fire Department members participated in the Festival of Trees at City Hall and the tree lighting event at Henry Law Park and the Rotary Arts Pavilion.

This month, the Dover Toy Bank helped 267 families with wrapped toys for Christmas. On and off-duty members of the Fire Department helped facilitate this process to bring toys to local needy Dover families. This process begins in October with Public Welfare assisting.

Fire & Rescue members, on and off duty, participated in the Lieutenant Chris DeWolf's Chili/Soup Cook-off at Cartelli's restaurant. This event is a fundraiser for a scholarship to a local Maine or New Hampshire resident that wants to pursue a fire or medical degree at college.

The Recreation Department's e-newsletter surpassed 900 registered recipients. A link to sign up for this newsletter can be found on the Recreation Department's home page.

The Annual Christmas Tree Lighting Ceremony was held on December 6th. The Christmas tree was donated by the Johnson Family of Dover and was installed by the Community Services Department and decorated for the event. Close to 200 people were in attendance at the ceremony.

The library has 1,223 Facebook fans, 517 Twitter followers, 1,602 e-newsletter subscribers, 24 Instagram followers, and 703 Pinterest board followers.

The Interlibrary Loan department sent 127 volumes to other libraries and borrowed 92 items from other libraries for Dover patrons.

108 "Reindeer Puppets" were constructed at the Children's Room's "Make-It, Take It" craft table.



Dover Youth to Youth, with sponsorship from WBYY The Bay, completed its Santa's Castle event on December 14, 15 and 21, 2013. During this event, children and their families were able to tour several rooms decorated in a Christmas and Santa theme. Kids met Santa and many of his elves and other costumed characters. During the tour, students from Youth to Youth guided visitors through Rudolph's stable, Santa's toy room, Mrs. Claus's Kitchen and other parts of the Castle. They also helped children decorate a cookie, make ornaments in Santa's toy shop, write a letter to Santa, or make "reindeer food" in the stable. Proceeds will be used to support the anti-drug activities of Dover Youth to Youth.



On December 21st, several members of the department and their families participated in the annual Christmas Basket Delivery Program. The group delivered over 150 baskets of donated food to the needy in Dover. The photo above is of the volunteers before they started delivering the baskets. Below, Dover Police Officer Andrew Choi loads a basket into his police cruiser for delivery.



General Updates

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.

The City staff has been successfully worked with the Rotary Club of Dover to renovate and expand the plaza in Henry Law Park at the corner of Washington Street 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 on the project and turned it over for the Rotary to complete. The project was substantially completed and the donated Christmas tree was installed in time for the December 6th Christmas tree lighting event.

In December, Public Welfare was very busy with talking names for Toys for Tots. There were approximately 267 families that came into the office to sign up for this program. Individuals needed proof that they were Dover Residents which was to show a current utility bill or other bill.

During the course of December, Legal Unit personnel of the Police Department also provided training to the recruits at the New Hampshire Police Standards and Training Council's Full-Time Police Academy.

Beginning in January, the Recreation Department will be partnering with the Coyote Club Wildlife Education program, which will be held at Bellamy Park. Coyote Club was developed by John Pazdon and Mary Mazur in 2007 as a way to introduce children to nature-based studies, native crafts and environmental stewardship. It is believed that today's children are suffering from what some call "nature deficit disorder", and the creation of Coyote Club was driven by a passion to rid children of this deficit by getting them out of the house, into the woods and connected to their environment. Children involved in nature based education programs often experience a deeper sense of self respect, self-esteem and a strengthening of their connection to the natural world. It is believed that each child has a gift, which is often revealed through wildlife observation, awareness exercises and primitive skills exploration. The hope is that they will be able to recognize and nurture that gift, and encourage the child to further develop and honor those unique abilities, strengths and talents we all possess.

More information can be found on the Recreation Department's webpage.

Library Director, Cathleen Beaudoin, joined the committees of "Dover Listens" and "Faces of Dover" locally.

The primary focus for the Finance Department during the month of December was to finalize the Comprehensive Annual Financial Report for FY2013, as well as provide purchasing/bid services to City departments. The department focus for upcoming months is the Development of the FY15 City operating budget, the Finance Director plans to assist with collective bargaining negotiations, and the Purchasing Office facilitating bids for various capital projects to include WWTP Facility Upgrades.

City Programs

Gym

Midget basketball for 3rd and 4th graders began on Saturday, December 7th.

The girls and boys play on Saturdays at Garrison Elementary or Woodman Park Elementary. Fifth and Sixth grader boys and girls began their games on Saturdays at the McConnell Center. There are seven boy teams and four girl teams. The High School basketball league was separated into 6 teams. Both high school and junior high teams were able to have their first games before the holidays. New this year is the Kinder Shots program which takes place at Garrison Elementary School. The 18+ Men's Basketball league continued games on Sunday mornings and Thursday evenings at the McConnell Center. The 35+ League plays Monday nights at McConnell, and the 50+ league plays Wednesday nights at the McConnell Center.

All of the adult fitness classes wrapped up and began sign-ups for new sessions to kick off the new year.

Pool

Early Bird seems to be the largest attended swim session at the Dover Indoor Pool, seeing as many as 45 swimmers every morning. Hydrofitness usually has 15-20 attendees and the Great Bay Masters program has 25-30 swimmers. High School swimming is in full swing with Dover High, St. Thomas, Spaulding and Berwick Academy using the pool on a daily basis as well as Oyster River during vacation and early release days. Seacoast Swimming also has seen its usual swim time over the past month.

Overall, there is an average of 75-90 lap/rec swimmers per day with as many as 250-300 swim team members each day during the week.

The Indoor Pool continues to host High School Swim Meets. The season will come to an end after the State Meet the weekend of February 9th. After which, the pool schedule will change to accommodate more Rec Swim time.

Ice Arena

Recreational skating picked up this month due to the snowy weather. The arena has also made every attempt to offer more recreational skating time, especially during the holidays.

Santa and Mrs. Claus visited the arena on Sunday, December 15 for skating, holiday stories and songs.

Local high schools have started their games and every week the arena hosts several high school hockey games.

Senior Center

In addition to the usual programming, the annual Christmas party was held at St. John's United Methodist Church with 75 in attendance. Self-guided Day Trips were to the UNH Concert Choir in December and will go to the Children's Museum & Salmon Falls Pottery in January. 50 Members traveled to Reagle Players in Waltham, MA, on December 7th. Plans have commenced for the 2014 day & overnight trips.

Public Library

A painting of the library by student, Sabrina Chan, made the front cover of Foster's Showcase as a winner in their art contest.

Attendance at 22 other special Public Library programs and story times totaled 504. These included a "Riverstories" program by George Maglaras, 2 introductory meditation session practices, 4 movie showings, a Lego Day, a Storm-Proofing lecture, the Book Group meeting, 8 "Book-A-Librarian" appointments, and an outreach visit to Langdon Place. The library was also pleased to welcome our new "Paws for Reading" dog, Bozzie!



Bozzie



The library's museum passes were borrowed 79 times in December. 1,080 patron requests for materials were filled at the circulation desks. 215 loans were made to the Dover schools and 135 items were borrowed from the schools. The library's Systems & Technology Librarian aided the school librarians with 16 issues during the month. The Interlibrary Loan department sent 127 volumes to other libraries and borrowed 92 items from other libraries for Dover patrons.

Dover Coalition for Youth

The Partnership for a Drug Free New Hampshire is preparing to launch a statewide media campaign in early February that will bring attention to the drug problem in NH and the fact that we have some of the highest rates of youth substance abuse. The Coalition has been an active partner with PDFNH and Vicki Hebert currently serves on their board of directors.

Vicki Hebert is also very active with the Strafford County Prescription Drug Task Force. She has taken a leadership role in the planning of the upcoming Prescription Drug Summit which will be held on April 4, 2014.

Dover Youth to Youth

Dover Y2Y provided training to parents of 5th graders in three December evening classes of the Police Department's PACT program. The classes focused on the consequences of exposing young brains to alcohol and the variety of influences on young kids to drink alcohol. These influences include music, TV, movies, pop idols, and advertising. The parents were coached on how to make their kids more media literate and aware of misperceptions built into the media they are exposed to. In the final segment, parents were coached on the recommended steps to reduce the likelihood of alcohol problems in their families.



Dover Teen Center

The Dover Teen Center calendar for December 2013 consisted of educational and social programming for its youth participants.

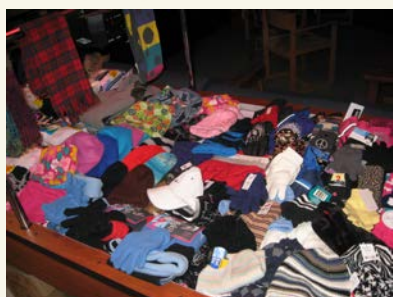
For the month of December 2013 the Teen Center saw a total of 496 participants, on 18 days of programming, which yielded an average of nearly 28 participants per day.

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

- TC Special Event – “Dodgeball” (12/5)
- TC Special Event – “Intern Appreciation Days” (12/10 & 12/11)
- TC Snack Special – “Spaghetti” (12/17)
- TC Trip! – “UNH Men’s B-Ball Game” (12/18)
- TC Special Holiday Event – “8th Annual Holiday Party” (12/19)
- TC Special Holiday Event – “Holiday Crafts Day” (12/20)
- TC Special Holiday Event – “Extended Hours Night” (12/23)
- Vacation Week Trip! – “Hilltop Fun Center” (12/23)
- Vacation Week Trip! – “FUNSPOT ARCADE” (12/30)
- Vacation Week Trip! – “Maine Red Claws B-Ball Game” (12/31)

The Dover Teen Center held a DoverPalooza "Winter Show" in the McConnell Center Cafeteria, with a total of 45 in attendance on Friday, December 27th.

Each year, the Dover Teen Center receives donated winter clothing for distribution to Dover's at risk youth. The photo below is of the hats, gloves, and mittens donated this year.



Community Service Program

The program tracked no active participants. 132 hours of community service was completed in 2013.]

Diversion Committee

This committee did not meet in December.

Dover Housing Authority

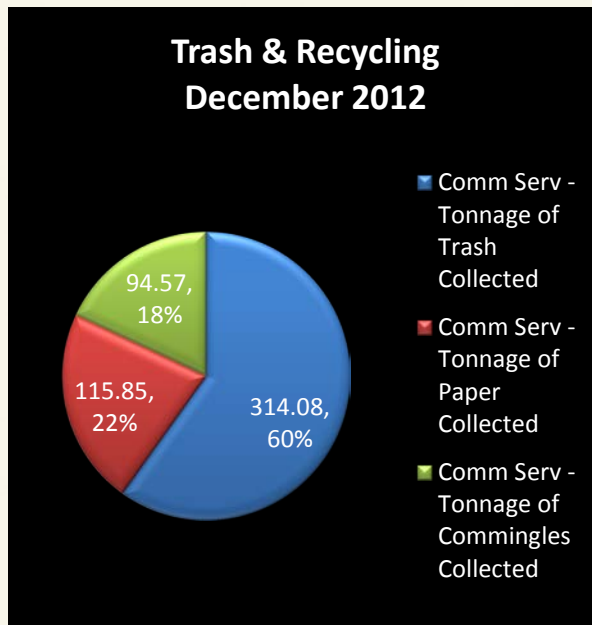
On December 1st, Officer Joslin participated in the annual Holiday Parade. The Dover Housing Authority once again entered a float into the parade with this year's design being a "Minion Christmas". The float was awarded second place in the Civic Division.



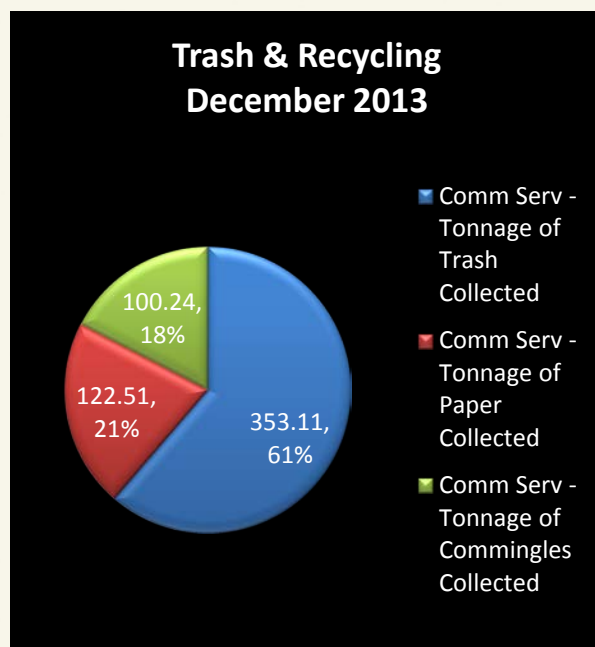
On December 23rd, through the generous donation of an anonymous individual, Officer Joslin was able to provide a 6-year-old child with a new bicycle for Christmas.

Recycling Program

Each month, Pinard gives the City trash and recycling statistics based on the city's usage. Below you will find a comparison.



Compared to this year.



Capital Improvements Program

Fiscal Years 2015 through 2020

Major Projects

PW Heavy Equipment
General Streets Improvements
Street Recon – Silver Street
Street Recon – Watson Road
Street Recon – Broadway RR Culvert
TIP – Replace Oak Street Bridge
Street Recon – Atlantic Avenue
Street Recon – Piscataqua/Rabbit
Street Ext – Washington Street

High School & Dunaway Field
Regional Career Tech Improvement

Downtown Parking System Impr.
Parking Deck Third Street
Economic Development Park

Water Main – Spaulding Turnpike
Water System Facilities Upgrade
Water Main – Main St/Washington
Water Main – Piscataqua/Drew Rds

Inflow/Infiltration Study & Migration
Sewer Main – Spaulding Turnpike

The projects listed above represent the legitimate equipment and infrastructure needs supporting the diverse requirements of our community. I, as City Manager, have proposed a multi-year capital project schedule and developed a financial plan that will support the City's needs by using varied sources of funding that continue our ongoing need to migrate away from the use of debt. This program proposes to sustain a positive trend of including increased regular, recurring capital maintenance within our annual operating budgets including the ongoing funding and use of capital reserves in order to reach more appropriate levels for a community of our size and character.

The CIP document/schedule can be viewed on the City of Dover website.

Project Updates

COCHECHO RIVER DREDGING

Current: A waiver request has been prepared and submitted to NHDES to allow the disposal of urban fill generated from the redevelopment of the First Street parking lot project into the Dover Dredge Disposal facility. Approximately 3,900 cubic yards of excess soil is estimated to be transported and placed in the dredge cell. Additional material is needed to fill the dredge cell in preparation of capping the site. The USACOE over estimated the anticipated amount of dredge spoils from the Cochecho River dredge project which has resulted in a portion of the five acre facility empty and needing to be filled before a final cap can be installed. The redevelopment of the former DPW site on River Street is expected to provide the additional material needed to close the dredge cell.

Previous: The City requested permission from NHDES to place excavated material from the proposed First St redevelopment project into the Dover Dredge Facility. The soil on the First St property has been characterized as urban fill which requires disposal in an approved disposal facility if taken offsite. NHDES has given an affirmative response to the request with specific conditions. Placing soil from the First St. and former DPW site on River St. will fill the dredge disposal facility that had been left partially filled following completion of the Cochecho River dredging.

WASTEWATER TREATMENT PLANT FACILITIES PLAN

Current: The reviewers will have a final report submitted by the end of January 2014. The reviewers requested and have been granted an extension until February 19, 2014 to complete the peer review and issue a report. The WWTP upgrade 90% design plans are complete and have been submitted to NHDES for review and comment.

Previous: 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

Recognition

Deputy Chief, Jody Provencher, retired from the Fire Department after 24 years. He was a valued member of the organization.

The City of Dover was recently named New England Water Works Utility of the Year by the New England Water Works Association. The award was presented during the NEWWA annual conference in September, 2013. Superintendent of Public Works and Utilities Bill Boulanger accepted the award during the conference.

In a letter nominating the City of Dover for the award, New Hampshire Water Works Association Executive Director Stephen Del Deo noted that Dover boasts excellent water quality, despite challenges from iron and manganese, and maintains a water main flushing program that is "second to none." The letter pointed to the City's reliability, source protection, capital investments, education and training, and asset management as significant contributing factors in selecting Dover.

Employee Spotlight



Bill Boulanger is a very valued employee in the City of Dover. Bill will be working with the City for 26 years in May. He started working for the City as a Maintenance Mechanic running the sewer jet for the Sewer Division. He then became an Engineering Tech, Collection System Supervisor, Utility System Supervisor and then as the Superintendent of Public Works and Utilities in 2009.

As Superintendent, he assists the Community Services Director with the maintenance of the city's infrastructure, roads, drains, traffic lights, water and sewer systems. Bill also supervises 4 foremans and 22 other employees.

Bill currently sits on the New Hampshire Water Works Association Board. He was elected President of the Board in November of 2013 for a one year term. Bill also serves on the board for the New Hampshire Public Works Association.

Bill is a Grade II Water Treatment Operator, Grade IV Water Distribution Operator, Grade III Wastewater Treatment Operator, Grade IV Collection System Operator, and also holds a NH Subsurface Installers Certificate.

Bill Boulanger's knowledge of the City's infrastructure is invaluable and we are very proud that he works for the City of Dover.

Bill has been married for 35 years, has two daughters and two grandsons.

Professional Development

Alan Mandigo, Utilities Maintenance Mechanic attended an Operator's Training Session hosted by New Hampshire Water Works Association.

Bill Boulanger, Superintendent of Public Works & Utilities and Tom Chapman, Pump Station Operator III, attended the New Hampshire Water Pollution Control Associations winter meeting.

Kenney Lancey, Truck Driver, Michael Nadeau, Heavy Equipment Operator and Tom Chapman, Pump Station Operator III, all attended Hands on Valve Operation & Maintenance hosted by New England Water Works Association.

Kathleen Meyers, GIS Technician, attended Making Geodatabases Work for You. This was hosted by the University of New Hampshire.

All of the Fire Department membership participated in the State of New Hampshire Self Contained Breathing Apparatus maze trailer. One of the most important lifesaving pieces of equipment is the SCBA. Air management in fire utilizing this equipment is paramount. Members enter the maze and familiarize themselves with operations, search techniques and emergency operations.

Part of the Command Staff attended the local Type III Incident Management Team training.

Library Director Cathy Beaudoin attended a meeting of the Urban Public Library Consortium in Manchester.

Three members of the Police Department attended a full day of training on the subject of Dealing with Emotionally Disturbed Persons. This training took place at the NH Police Standards and Training facility in Concord.

The Members of the Downtown Liaison Unit participated in training at Boston Park Rangers facility in Franklin Park on December 4, 2013. The training focused on sensory obstacles as well as formation riding.

The Finance Director participated in Moody's Investor Services webinar titled "Outlook For US States and Local Governments Ratings".



ACKNOWLEDGEMENTS

The Friends of the Library renewed museum passes for Strawberry Banke, the Museum of Science in Boston, the Peabody Essex Museum in Salem, MA, the McAuliffe-Shepard Discovery Center in Concord, and the Currier Museum of Art in Manchester at a cost of \$1,480.

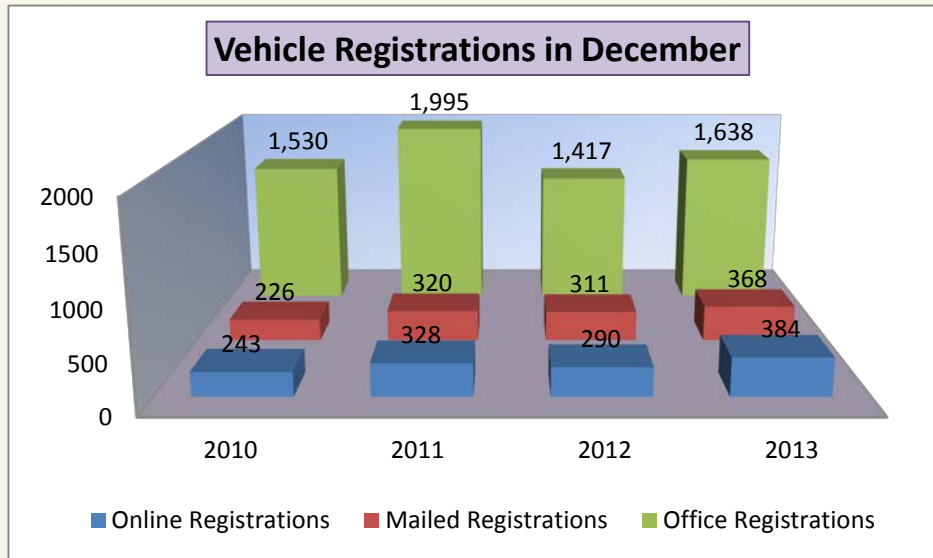
The Dover Public Library received donations of \$350 from Mildred Parks for periodical subscriptions and audiobooks and \$300 (undesignated) from Mike and Donna Capern.

The Friends of the Library received a \$500 donation for programming from Phillip Comstock.

An electric typewriter and typewriter table were donated by Dover Secretarial (Phil & Donna Rinaldi). These will be used by the public.

The Public Welfare Department received 75 poinsettias from UNH to give to clients. This extra bit of Christmas cheer was appreciated by all that received them.

Administrative Services



Total Tax Rate: \$25.97

City Tax Rate is \$9.99
Local School Tax Rate is \$10.54
State Education Tax Rate is \$2.51
County Tax Rate is \$2.93

The Human Resources Director has begun the next round of negotiations with the City's seven negotiating teams.

The City Manager's Assistant continues to monitor and manage the Workers' Compensation Program for the city.

December was a very busy month for the City Manager's Office with the administrative preparation of the new City Council members as well as the Inauguration Ceremony welcoming the entire 2014-2015 City Council.

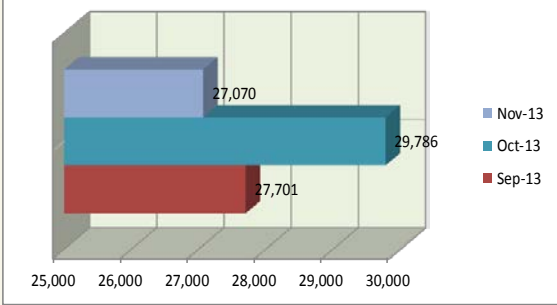
One focus of the Information Technology Office is the city's website. Staff has been working behind the scenes on the new website. They trained webmasters from each department on using the new software to maintain their web pages.

The new Media Services Technician has been hired to assist the Media Services Coordinator. The Dover Download is being issued weekly along with news blasts that are sent when important information needs to get out quickly. These announcements are not only emailed to subscribers, but can be found on the city website as well.

The main focus of the City Clerk Tax Collection Office during the month was to efficiently and accurately account for tax payments that were due during the month of December.

Parking & Traffic

Parking Meter Transactions

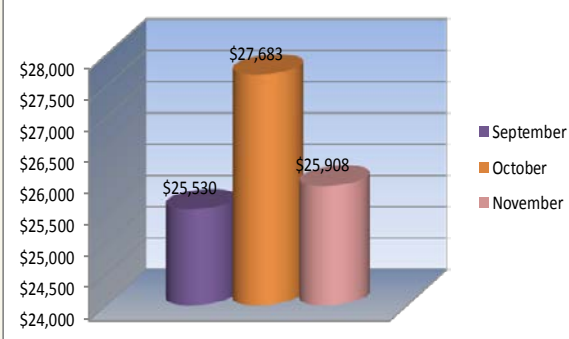


Parking Bureau

Parking Manager Bill Simons continues to work closely with the Planning Department on the First Street at Garrison development proposal. Issues with soil contamination and ground water levels are being evaluated and addressed.

The Parking Bureau has had a very busy end of the month dealing with numerous snow storms. Once Community Services completes clearing the roadways, Parking Officers along with hired temporary workers clear paths from the parking spaces to the sidewalk.

Parking Meter Revenue



Parking Manager Bill Simons has been reaching out to numerous property owners to locate alternative parking options for Orchard Street lot monthly permit holders in the event there will be any displacement for the construction of a parking garage/police facility.

Traffic Bureau

Sgt. Speidel coordinated the Police Department's traffic control logistics to facilitate the city's annual Holiday Parade on December 1. The Traffic Bureau was responsible for coordinating the temporary suspension of freight train service at the Dover grade crossings, the advance posting of on-street parking restrictions, the deployment of temporary traffic control equipment to set up various traffic detours, and the scheduling and assignment of police personnel and Strafford County Citizen Corps volunteers to assist with traffic control.

Sgt. Speidel performed a total of 8 child passenger seat inspections during the month of December. 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.

On December 31, officers participated in the Operation Safe Commute statewide coordinated enforcement 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, aggressive driving behavior and distracted driving.

Traffic Accident Reconstruction Unit

The Dover Police Department's Traffic Accident Reconstruction Team is investigating the fatal motor vehicle collision that occurred on Sixth Street on December 2, 2013.



Progression & Growth

BizEd Connect is a subcommittee of DBIDA. It was formed when several advanced manufacturing businesses in Dover indicated that the Dover High School Career Technical Center (CTC) graduates they were trying to hire did not have the requisite skill sets to hold entry level positions in those businesses. About 2 years ago BizEd Connect was formed with a few business leaders, the Economic Director and the Student Coordinator of the CTC to do some adjunct teaching to give the students input on what the real world of business required, to update the systems being taught in Information Technology and to establish some paid intern programs at several local businesses. The first full year of the intern programs have been completed with all 12 interns being hired by the companies they interned at. The businesses now have some qualified entry level workers and we have a waiting list at the CTC of students wanting to get into the program. To expand the program and get more businesses around the table, the group is working with the students (with Calypso Marketing as a mentor) to develop a web site for BizEd Connect and produce some marketing materials to help attract more businesses to the program. The second wave of interns are now working at three area businesses. One of the DBIDA Board Members, Annette Studebaker, GM of Cramer Fabrics, and a prime mover in the BizEd Connect program, is now placed on the School Superintendent Selection Committee to ensure continued support for the program from the new Superintendent. There is excellent support and cooperation from the new CTC Director and the Interim Superintendent. Most recently, Somersworth CTC and Economic Development Manager have asked for Somersworth to be included in BizEd Connect and the group is currently integrating the Somersworth business group and CTC into the system.

Planning Board:

Held Public Hearing on proposed zoning amendments to the Zoning Ordinance (Chapter 170), per NH RSA 675:2 & 675:7. Amendments would expand the Central Business District (CBD) along Broadway and portions of Silver Street, Central Avenue north and south of downtown, Locust Street, and Portland Avenue; to amend the CBD regulations; to create a CBD Downtown Gateway sub-district and a CBD Transit Oriented Development sub-district; and to amend the temporary sign regulations for the CBD, Cochecho Waterfront District, B-3 District, and B-5 District. After holding the public hearing, the Board amended the proposed amendments, based upon citizen feedback and forwarded the amendments to the City Council for ratification.

Approved 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, located at Thornwood Lane. This action approved a conceptual site layout for 95 single family, 240 multi-family, and 130,100 sq. ft. of commercial and retail buildings. All further development of the area still requires site plan and subdivision approval.

Approved a Waiver Request to Chapter 155-22F for James Watkins III, Assessor's Map 16, Lot 20-5, zoned R-12, and located at 3 Walt Colby Drive. This allowed for the construction of a building within 8 ft. of property line, where 10 ft. is required

Approved a Conditional Use Permit for DR Lemieux Builders, Inc., (Owner: Calvin Potter), Assessor's Map L, Lot 14-A, zoned R-20, located at Spur Road. This allowed the construction of a house and driveway in Conservation District, 50 ft. away from Bellamy River.

Approved a Minor Lot Line Adjustment for The Patrice D. Foster Revocable Trust of 2003, Assessor's Map L, Lots 89A & 89B, zoned R-20, located at 192 & 194 Dover Point Road.

Approved an Open Space Subdivision of land for The Patrice D. Foster Revocable Trust of 2003, The Hayward Family Revocable Trust of 1998 and The Catherine F. Hayward Revocable Trust of 2012), Assessor's Map L, Lots 89I-1, 89I-2 & 89B, zoned R-20, located at 188 & 192 Dover Point Road. This subdivides 3 existing lots into 8 lots off a private road.

Zoning Board:

Did not approve a use variance request for Mark G. Phillips, 385 Sixth Street (Tax Map D, Lot 16) (Property Owner: Weeden Family Revocable Trust) and 387 Sixth Street (Tax Map D, Lot 15) (Property Owner: Diane I. and Jeffrey A Weeden), located in the Hotel/Retail (B-4) District. The request was to permit a self-storage facility use where self-storage facilities are not permitted in the B-4 District.

Approved a use variance request for James and Pamela Pidgeon (Property Owner: Kevin McDevitt), 103 Silver Street (Tax Map 10, Lot 117), located in the Urban Multi-Residential (RM-U) District, requests a variance from Section 170-12.A of the Zoning Ordinance and the RM-U District Table of Use and Dimensional. The approval permits a "tea house" eating and drinking establishment in connection with the existing bed and breakfast use, where eating and drinking establishments are not permitted in the RM-U District, and to amend conditions of approval for the prior variance granted for the bed and breakfast use (Case H87-22), to permit the serving of lunch to the public.

Approved a Special Exception request for Miguel Aponte-Rios/Ratchet Head, LLC (Property Owner: Jewett Management, Inc.), 30 Crosby Road, Unit 11 (Tax Map G, Lot 31-3), located in the Rural Restricted Industrial (I-2) District. This allows a "do it yourself" automobile garage club, which is permitted by special exception in the I-2 District as an "auto service" use.

Conservation Commission:

Endorsed a Conditional Use Permit request by D.R. Lemieux Builders, Inc. on a landlocked vacant lot on Spur Road owned by Calvin Potter Assessor's Map L, Lot 14A. The entire property is in the Conservation District along the Bellamy River, and the owner wishes to build a house on the lot. A site walk was held November 16th.

Transportation Advisory Commission:

Received an update from the Cecil Group on the Downtown Pedestrian and Vehicular Access Study. Discussed the potential of reconfiguring Orchard Street and Waldron Court.

Discussed a citizen request to erect a "Children at Play" sign request on Trakey Street. The Commission voted to endorse a reduction in the speed on Trakey Street.

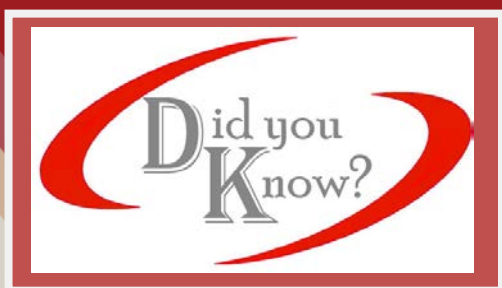
Planning and Community Development staff met with residents and property owners to discuss development or redevelopment of over 20 properties in the City.

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 has actively worked to identify downtown stakeholders who need to be approached and encouraged to take part in the public discussion about this project.

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. The lease was brought to the Council, and approved by the Council on December 11.

The Director of Planning and Community Development joined a task force put together by the New Hampshire Planners Association to review statewide parameters to promote complete streets. Complete streets are ones that accommodate all modes of travel and encourage safety. They incorporate bus, personal auto, pedestrian and bicycle travel. The task force is made up of planners and transportation advocates from around the state and will work to promote ideas and education material which can be used by communities to make decisions about their roadways.

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 has actively worked to identify downtown stakeholders who need to be approached and encouraged to take part in the public discussion about this project.



Did you know that during snow storms, the City of Dover plows 34 miles of sidewalks?



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Organizational Meeting
Meeting Location: Office of the City Manager, City Hall
Meeting Date: **Monday, January 6, 2014**
Meeting Time: **5:30 pm**

City Clerk Lavertu called the meeting to order at 5:30 pm.

1. OATH OF OFFICE

The entire Council was sworn in by City Clerk Lavertu.

ROLL CALL

Present: Mayor Weston, Councilor Carrier, Councilor Cheney, Councilor Gagnon, Councilor Garrison, Councilor Hooper, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux.

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

2. ELECTION OF DEPUTY MAYOR

Councilor Cheney nominated Councilor Robert Carrier as Deputy Mayor; seconded by Councilor Hooper.

Vote: 9/0.

3. ADOPTION OF 2014-2015 COUNCIL PROCEDURAL RULES

City Manager Joyal discussed the three handouts that were given to the Council: The Current Council Rules, Suggested Rule Updates, and the last was the Amendment of Council Rules.

Mayor Weston discussed Councilor McManus' verbal recommendation. She referred the Council to Page 10, Section VI. F. of the current Council Rules, and asked Councilor McManus to give his recommendation.

Councilor McManus said he would like the Agenda and Agenda Materials to be available at the Public Library. He said many people in the community don't have access to a computer, and the City Clerk's office is closed on Fridays and the entire weekend. He moved that the following addition be entered at the end of Section VI. F.: "and Dover Public Library during regular business hours; seconded by Councilor Cheney.

Roll Call Vote: 9/0.

Councilor Garrison referred Page 15. XI. Amendment of Council Rules. He moved that the words "majority roll call vote of all members of the 2012-2013" be changed to "two-thirds (2/3) roll call vote of all members of the 2014-2015..."; seconded by Councilor Hooper.

Councilor Cheney discussed why she had an issue with this proposed change.

Councilor Hooper said she agreed with Councilor Garrison, and said she felt it shouldn't be easy to change the rules. A 2/3 majority vote shows commitment to the change.

Councilor McManus said he was never a fan of a super majority.

Deputy Mayor Carrier said it locks in Council agreement.

Councilor Thibodeaux said she felt it should be a higher hurdle.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Organizational Meeting
Meeting Location: Office of the City Manager, City Hall
Meeting Date: **Monday, January 6, 2014**
Meeting Time: **5:30 pm**

Mayor Weston said she agreed with Councilor McManus and felt the higher hurdle doesn't apply to these guidelines.

Roll Call Vote: 6/3; Passed. Mayor Weston, Councilor Cheney, and Councilor McManus were opposed.

Councilor Cheney went over her suggested changes and started with the first recommendation. She referred to the Section IV.A.ii. and moved to add ", one of whom may or may not be the Mayor," seconded by Councilor O'Connor.

The Council discussed if this could be misconstrued.

Roll Call Vote: 9/0.

Councilor Cheney referred to Section IV.A.iii. and moved to strike out "prior to the end of the meeting," and add after matter(s) included on the agenda "after each item is reviewed and discussed by the Council."; seconded by Councilor O'Connor.

Deputy Mayor Carrier said he didn't want it written in stone. He reminded the Council that they have suspended the rules and allow citizens to speak.

The Council discussed if the new wording meant the citizen could only speak about a specific topic after the discussion, or if they could speak on it again at the second citizen forum.

Councilor Cheney withdrew her motion.

Councilor O'Connor withdrew his second.

Councilor Cheney moved to amend it to say "... to the specific topic after it has been reviewed and discussed by the Council and at the end of the meeting on any topic discussed at the Workshop."; seconded by Councilor O'Connor.

Councilor McManus asked Councilor Cheney to withdraw her motion and bring it back with the redrafted language.

Mayor Weston said they should vote on it because it would take a super majority vote if they wait to vote on this amendment.

Roll Call Vote: 4/5; Failed. Mayor Weston, Councilor Cheney, Councilor Gagnon, and Councilor O'Connor voted in favor.

Councilor Cheney referred to her next suggestion, VI.A. Agenda Setting, and moved to change "should" to "could"; seconded by Councilor O'Connor.

Roll Call Vote: 2/7; Failed. Councilor Cheney and Councilor O'Connor voted in favor.

Councilor Cheney referred to the next suggestion. VI.A.ii., and moved to change "should" to "could"; seconded by Mayor Weston.

Roll Call Vote: 2/7; Failed. Mayor Weston and Councilor Cheney voted in favor.

Councilor Cheney referred to the next suggestion, VI.C.i., and moved to strike "approved as to form" and replace with "recorded and placed on the agenda" by the City Clerk, "reviewed" as to financing by the Finance Director, and as to legal" striking "compliance" and inserting "form"; seconded by Mayor Weston.

Deputy Mayor Carrier said he wasn't comfortable with this drastic change without the General Legal Counselor's input.

Councilor Cheney asked General Legal Counselor Blenkinsop for his opinion.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Organizational Meeting
Meeting Location: Office of the City Manager, City Hall
Meeting Date: **Monday, January 6, 2014**
Meeting Time: **5:30 pm**

General Legal Counselor Blenkinsop said he is just looking at this and wanted to research this a little more.

Councilor McManus moved to table this motion.

Mayor Weston asked Councilor Cheney to withdraw the motion.

Councilor Cheney withdrew this motion so she could meet with the General Legal Counselor.

Councilor McManus withdrew his motion to table.

Mayor Weston withdrew her second of Councilor Cheney's motion.

Councilor Cheney referred to the next suggestion, VIII.b., and moved to strike "Any Resolution to be considered by the Council shall typically be initiated and acted upon in accordance with Section VI. above."; seconded by Councilor McManus.

Councilor O'Connor recommended that Councilor Cheney should also move to strike "also" in the next sentence.

Councilor Cheney agreed to add the strike of "also" to the motion; seconded by Councilor McManus.

Roll Call Vote: 5/4; Passed. Deputy Mayor Carrier, Councilor Garrison, Councilor Hooper, and Councilor Thibodeaux were opposed.

Councilor Cheney referred to her last suggestion under Council Conduct with Boards and Commissions, and moved to strike "/or" and "Chair"; seconded by Deputy Mayor Carrier.

Deputy Mayor Carrier said the Chair of the Appointments Committee is just the point of contact.

Roll Call Vote: 1/8; Failed. Councilor Cheney voted in favor.

Councilor McManus moved to approve the Council Rules as amended; seconded by Councilor Cheney.

Roll Call Vote: 9/0.

4. COMMITTEE APPOINTMENTS

5. ADJOURN

Mayor Weston said they will plan reconvene on Wednesday, January 8, 2014, at 6:30 pm, in Council Chambers to complete the agenda.

Deputy Mayor Carrier moved to recess; seconded by Councilor Hooper.

The three handouts have been archived with the Minutes.

1. 2014-2015 City Council Procedural Rules and Decorum Guidelines
2. Suggested Rule Updates for 2014-2015 Council (provided by Councilor Cheney)
3. Amendment of Council Rules (provided by Councilor Garrison)



CITY OF DOVER

CITY COUNCIL - AGENDA

RECONVENE

Meeting Type: Organizational Meeting
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **6:30 pm**

CONTINUATION OF JANUARY 6, 2014 CITY COUNCIL ORGANIZATIONAL MEETING STRIKE THROUGH ITEMS HAVE BEEN COMPLETED

ROLL CALL

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Gagnon, Councilor Garrison, Councilor Hooper, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux.

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

~~1. OATH OF OFFICE~~

~~2. ELECTION OF DEPUTY MAYOR~~

~~3. ADOPTION OF 2014-2015 COUNCIL PROCEDURAL RULES~~

4. COMMITTEE APPOINTMENTS

Mayor Weston gave an overview of her handout with her recommendations for Council Liaison appointments. She said she was looking for volunteers for the positions of Coast Bus Representative, Pool Advisory Committee, and Dover Main Street Liaison.

Deputy Mayor Carrier volunteered for the Dover Main Street Liaison position.

Councilor Gagnon said there was a time conflict with his appointment to both the Arts Commission and Recreation Advisory Board because they meet on the same night. He said he would like to speak with the Chair of the Arts Commission to see if they might be willing to change their meeting time.

Mayor Weston said the vote to approve these appointments will be contingent on availability to change the meeting time of the Arts Commission.

Councilor Cheney moved to accept the Council Liaison appointments for the standing Boards and Commission; seconded by Councilor Thibodeaux.

Roll Call Vote: 9/0.

Mayor Weston recommended Deputy Mayor Carrier as Chair, Councilor Cheney, and herself as members of the Appointments Committee.

Councilor Garrison moved to accept the appointments; seconded by Councilor Cheney.

Roll Call Vote: 9/0.

Mayor Weston recommended Councilor Cheney as Chair, Councilor Garrison, and Councilor O'Connor as members of the Ordinance Committee.

Councilor O'Connor moved to appoint Councilor Garrison as Chair.

Councilor Cheney moved for a point of order. She said according to Council Rules #9.C.i. the Ordinance Committee membership is recommended by the Mayor.

Mayor Weston said this committee is not open for nominations from the floor.

Councilor O'Connor questioned the word recommend.

Councilor Garrison said they have to be affirmed by the majority of the Council.



CITY OF DOVER

CITY COUNCIL - AGENDA

RECONVENE

Meeting Type: Organizational Meeting
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **6:30 pm**

Mayor Weston said the rules are specific to the Ordinance Committee and are Mayoral appointments. She asked for the nomination to be rescinded.

Councilor Garrison asked for a definition of affirm.

Councilor Cheney said the Ordinance Committee resolution states that the membership is appointed by the Mayor. She said the Mayor is following the rules.

Councilor Hooper questioned that it states affirmed by the Council. She started a discussion about her issues with the Council Rules.

Mayor Weston called a point of order and asked Councilor Hooper to speak only on the topic of the appointment to the Ordinance Committee.

Councilor Hooper asked for a legal opinion on the definition of affirm.

Councilor Cheney said affirm means to offer support and encouragement, or to state as a fact.

Deputy Mayor Carrier asked the General Legal Counselor to clarify the interpretation.

General Legal Counselor Blenkinsop said speaking to the language of the rules and not past practices, because he is not familiar with what has occurred in prior terms. He read Council Rule 9.C. to the Council. He said the Mayor has the role of recommending and the Council has the role of affirming. He said the Council could choose not to affirm the Mayor's recommendations.

Mayor Weston said they were talking about nominations, and Council Rules #9.B. and #9.C. do not include nominations from the floor. She said she felt this was politics. She gave an overview of the problems with the Ordinance Codification and Verification Committee. She said Councilor Cheney was the only person who specifically asked to be on the Ordinance Committee, and the only one with the experience with this committee. She asked for a vote on these appointments.

Roll Call Vote: 3/6; Failed. Mayor Weston, Councilor Cheney, and Councilor O'Connor voted in favor.

Mayor Weston said she recommended Deputy Mayor Carrier as Chair to the Police Facility Building Committee.

Councilor Cheney moved to accept the recommendation; seconded by Councilor Hooper.

Roll Call Vote: 9/0.

Mayor Weston asked the Councilors that were recommended to the Ordinance Committee if they would like to withdraw their names, and if any Councilors wanted to be added.

There was no response from the Council.

Mayor Weston said she cannot ask for reconsideration. She said she would not recommend Councilor Garrison be Chair of the Ordinance Committee.

Deputy Mayor Carrier he would like to discuss this further at another time. He felt there was room for discussion and it wasn't about politics.

Mayor Weston said she has never seen a Mayoral recommendation be denied.

Councilor O'Connor apologized for this becoming a big issue. He said he felt Councilor Garrison would have done a good job as Chair. He made a motion to accept the Mayor's original recommendations for the Ordinance Committee; seconded by Councilor Cheney.

Councilor Garrison moved to have a discussion with the two other members who want to be on this Committee. He said he had some reservations about serving on this Committee, but would like to get past this and try to move forward.



CITY OF DOVER

CITY COUNCIL - AGENDA

RECONVENE

Meeting Type: Organizational Meeting
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **6:30 pm**

Councilor Gagnon said it doesn't matter who is Chair. He felt the best thing for the Ordinance Committee is to let the members talk and come back to the Council with their recommendation. Mayor Weston said that would be violating the rules, because it's a Mayoral recommendation. Councilor Cheney appealed to the Council to respect the Mayor's decision. Mayor Weston asked for a vote for reconsideration. Vote: 7/2; Passed. Councilor Garrison and Councilor Hooper were opposed. Mayor Weston asked for a roll call vote for her original recommendations to the Ordinance Committee: Catherine Cheney as Chair, Councilor Garrison, and Councilor O'Connor. Roll Call Vote: 9/0.

5. ADJOURN

Deputy Mayor Carrier moved to adjourn; seconded by Councilor O'Connor. Vote: 9/0.



CITY OF DOVER

CITY COUNCIL –MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Thibodeaux led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Gagnon, Councilor Garrison, Councilor Hooper, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux.

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

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Cheney moved to substitute as a whole Item 12.A.1.

Councilor Hooper moved to add the School Board Report and the Legislative Liaison Report.

Councilor Cheney moved to add the Ordinance Committee Report, as Item #12 under Committee Reports.

Deputy Mayor Carrier clarified that there was a revised agenda created, which included the two public hearings.

Councilor McManus said he was concerned that citizens weren't aware of the revised agenda.

City Clerk Lavertu said it was posted within the 24-hour rule.

Deputy Mayor Carrier moved to accept the Agenda as amended; seconded by Councilor Garrison.

Vote: 8/1; Passed. Councilor McManus was opposed.

7. PUBLIC HEARINGS

A. CHAPTER 74 – CEMETERIES

SPONSORED BY COUNCILOR CHENEY

Mayor Weston, 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, January 8, 2014**
Meeting Time: **7:00 pm**

**B. AMENDMENT OF FY2014 FEE SCHEDULE TO ESTABLISH METER AND PERMIT RATES FOR THE TRANSPORTATION CENTER PARKING LOT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**

Mary Hebbard, 97 Spruce Lane: She said she picked up the original agenda and not the revised agenda, and agreed with Councilor McManus' comments that the citizens need more time to learn what is going on. She said she wasn't prepared to talk about this issue. She spoke in general about the belief that the City is trying to force a parking garage by eliminating available parking. She asked the Council to put this issue off for a workshop or further discussion.

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

8. CITIZEN'S FORUM

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

David Scott, 220 Back Road: He spoke about the power of the City Council. He spoke about property taxes and the Council's potential to raise them as much as 40%. He spoke about the Council's need to understand the impact to citizens before approving the CIP or budget.

Barbara Hay, 40 Chestnut Street, Cochecho Park: She spoke against the proposed parking garage.

Mary Hebbard, 97 Spruce Lane: She spoke about the political powerplay that occurred during the Organizational Meeting earlier. She spoke about the Foster's Daily Democrat article regarding the City Planner's visit to communist Cuba.

Richard Hebbard, 97 Spruce Lane: He said a prayer for the Council. He spoke about the lies from some of the Councilors and the City Manager, and hopes there won't be any more. He said he will exploit them if they do. He spoke about Electrical Inspector James Maxfield's bad driving. He said he will film it next time.

E. Michele Holt-Shannon, 14 Florence Street: She spoke about upcoming Dover Listens events.

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



CITY OF DOVER

CITY COUNCIL –MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **7:00 pm**

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing, which included a report from the Legal Department, Economic Development, Financial Summaries, Summary of Building Permits, and a Storm Summary. He said the City has closed the books on Fiscal Year 2013 and introduced Christian Smith, an auditor from Macpage, to give a presentation to the Council

Mr. Smith gave a PowerPoint presentation on the results of the City's audit to the Council.

Councilor McManus said they just received this tonight and wished he had had time to review it. Finance Director Lynch explained that they wanted to get it to the Council first and then be able to get it the financial agencies that have been waiting to view it since the end of June. Mayor Weston said the report shows that the City has done their due diligence.

Councilor Cheney said she did not receive the City Manager's Report in her agenda packet, and hasn't had a chance to review it, and asked if they had to vote to accept it tonight. Other Councilors said it was put in their mailboxes on Tuesday.

Mayor Weston asked for clarification regarding Planning Director Parker's trip to Cuba. Planning Director Parker said he did go to Cuba for a conference, and they choose the location. He went through the correct channels to get permission to travel to Cuba, and showed that he was going for professional development. He said the Cuban government was not involved in setting up the conference. He did inform the Planning Board about his trip and the City only paid \$460.00 for the conference itself. He personally paid for his airfare and other expenses.

Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Gagnon.
Vote: 9/0.

10. APPROVAL OF MINUTES

- A. December 4, 2013 – Special Meeting #1**
- B. December 4, 2013 – Workshop**
- C. December 4, 2013 – Special Meeting #2**
- D. December 11, 2013 – Regular Meeting**

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor Hooper.
Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston spoke about the new Council Orientation process.
Councilor Cheney moved to accept the Mayor's Report; seconded by Councilor Hooper.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL –MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **7:00 pm**

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

1. CHAPTER 74 – CEMETERIES SPONSORED BY COUNCILOR CHENEY

Councilor Cheney moved to refer to a second public hearing on January 22, 2014; seconded by Councilor Hooper.
Vote: 9/0.

B. ORDINANCES IN THE 3rd READING – None

C. RESOLUTIONS

1. AMENDMENT OF FY2014 FEE SCHEDULE TO ESTABLISH METER AND PERMIT RATES FOR THE TRANSPORTATION CENTER PARKING LOT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) SPONSORED BY MAYOR WESTON BY REQUEST

Mayor Weston gave an overview of the Resolution to the Council. She asked Parking Manager William Simons to explain the new rates.

Parking Manager Simons said the fee changes in this Resolution were recommended by staff. He said the Parking Commission met after the resolution was proposed and they recommend that the City not charge a fee for the first year, because they felt it would affect Amtrak ridership. He discussed both recommendations. He felt the parking lot will be maintained better and more spots will be available because people won't leave their car there over a long period of time.

Councilor McManus reminded the Council that he used to serve on the Parking Commission. He said the City already pays \$15,000 to maintain the lot, and this would be just an additional \$5,000. He said the Parking Commission feels recent work by the City has marginalized all the work they have done. He said they want to encourage the use of the train and buses, and the parking lot should remain free for at least the first year. He talked about the people being displaced out of Orchard Street and then told that they would have to pay a fee. He urged the Council to vote against the resolution.

Councilor Gagnon started a discussion on encouraging the use of the train, and asked if they have tried to contact Amtrak to talk about some sort of incentive to use the train and parking lot.

Parking Manager Simons said they have talked with them, but the real issue was how to know whether or not the person took the train.

Deputy Mayor Carrier said Phase I was the lease, which the Council approved, and now they need to follow through so they have more control and are not spending more money. This is the cost of running the City.

Councilor Thibodeaux asked if the people being displaced were paying a fee.

Parking Manager Simons said they pay triple what we're going to be requesting in this parking lot.



CITY OF DOVER

CITY COUNCIL –MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **7:00 pm**

Mayor Weston asked why the Parking Commission doesn't want to charge a fee for a year.

Councilor McManus said they actually don't want to charge a fee at all, but are asking for a year to get the experience and knowledge if it is working. He says right now no one pays to park in that lot and a lot of people use it. He said the Parking Commission didn't feel the City was going to get the revenue they're expecting.

Mayor Weston said the \$15.00 monthly permit works out to around \$0.72 per day.

City Manager Joyal gave an overview of the agreement.

Councilor Garrison said this can be revisited if there is a negative effect.

Councilor Cheney felt they should be hearing from the Parking Commission. She didn't want to change the fee schedule at this time.

Mayor Weston asked when this would be implemented.

Parking Manager Simons said the new meters would be put in immediately, and felt it would be completed in 60 days.

Mayor Weston said that would be two months of free parking, but asked if they could set a specific date for it to start.

Councilor Gagnon said he agreed with the Mayor because of the winter parking ban being in effect. He suggested April 1st after the parking ban ends.

Councilor Cheney asked if they were referring this to a second public hearing.

Mayor Weston said they could have a second public hearing. She was concerned with the winter ban.

Parking Manager Simons said anyone can park in any City lot overnight. The permits would be for during the day.

Councilor Gagnon moved to amend the resolution to change the effective date of the fees to April 1, 2014; seconded by Councilor Thibodeaux.

Vote: 7/2; Passed. Councilor Cheney and Councilor McManus were opposed.

Councilor Cheney moved to referred to a second public hearing on January 22, 2014; seconded by Councilor Garrison.

Councilor Garrison asked if the April 1st timeline was still acceptable if they have this public hearing.

City Manager Joyal said he believed they would have enough time.

Vote: 8/1; Passed. Councilor McManus was opposed.

2. ADOPTION OF FY2015-2020 CAPITAL IMPROVEMENTS PROGRAM (TO BE REMOVED FROM TABLE)

SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

Deputy Mayor Carrier moved to remove from the table.

Vote: 8/1; Passed. Councilor McManus was opposed.

Deputy Mayor Carrier moved to refer to a public hearing on January 15, 2014; seconded by Councilor Cheney.

Mayor Weston explained that the Council will have a Special Meeting on January 15, 2014 for the public hearings, a Workshop will follow, and a vote on the resolutions will take place on January 22, 2014.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL –MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **7:00 pm**

- 3. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM –
NON-DEBT FINANCED PROJECTS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REMOVED FROM TABLE)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**

Deputy Mayor Carrier moved to remove from the table; seconded by Councilor Cheney.

Vote: 9/0.

Deputy Mayor Carrier moved to refer to a public hearing on January 15, 2014; seconded by Councilor Cheney.

Vote: 9/0.

- 4. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM AND
AUTHORIZATION FOR BONDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REMOVED FROM TABLE)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**

Deputy Mayor Carrier moved to remove from the table; seconded by Councilor Garrison.

Vote: 9/0.

Deputy Mayor Carrier moved to refer to a public hearing on January 15, 2014; seconded by Councilor Gagnon.

Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **RAFFLE – Dover High School Boys Basketball Boosters**
2. **RESOLUTION: B14021 AWARD OF BID ELECTRICAL CONTRACTOR**
SPONSORED BY MAYOR WESTON BY REQUEST
3. **RESOLUTION: B14023 AWARD OF BID IRELAND WELL CLEANING AND PUMP REPAIRS**
SPONSORED BY MAYOR WESTON 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. McConnellCenter Advisory Committee | 11. Parking Commission |
| 6. Arts Commission | 12. Ordinance Committee |



CITY OF DOVER

CITY COUNCIL –MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier moved to adopt the Consent Calendar; seconded by Councilor Cheney. Mayor Weston asked the Council if they had items they would like pulled for further discussion. Councilor Hooper asked to pull the School Board Report and the Legislative Liaison Report. Councilor Cheney asked to pull the Ordinance Committee Report. Mayor Weston asked for a roll call vote on the remaining items on the Consent Calendar. Roll Call Vote: 9/0.

Councilor Hooper gave an overview of the School Board Report and Legislative Liaison Report to the Council. Deputy Mayor Carrier moved to accept both reports. Vote: 9/0.

Councilor Cheney gave an overview of the Ordinance Committee Report to the Council. Deputy Mayor Carrier moved to accept the Ordinance Committee Report; seconded by Councilor O'Connor. Vote: 9/0.

B. RESOLUTIONS – None

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE

- A. Letter from State of New Hampshire Department of Revenue Administration, dated December 13, 2013.**
- B. Letter from Comcast, dated December 18, 2013**

Deputy Mayor Carrier moved to place correspondence on file; seconded by Councilor Cheney. Vote: 9/0.

15. COUNCIL MATTERS OF INTEREST

Councilor O'Connor reminded the Council to lean forward into the microphones. He thanked Community Services for all the snow removal work. He thanked the City Manager and everyone behind the scenes for Monday night's Organizational Meeting.

Councilor Gagnon said his father owns Gagnon Construction and said he will recuse himself from voting on public bids where his father's company is involved.

Deputy Mayor Carrier spoke about having a designated area for the press. Mayor Weston asked for a sign for press to designated the table for the press. She asked for consensus from the Council. There was consensus. City Manager Joyal said he will make arrangements.



CITY OF DOVER

CITY COUNCIL –MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, January 8, 2014**
Meeting Time: **7:00 pm**

16. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor McManus.
Vote: 9/0.

The following handouts have been archived with the minutes:
Comprehensive Annual Financial Report
Presentation of Results of Audit
Letter 1 from Macpage
Letter 2 from Macpage



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: O – 2013.12.11 - 14
Ordinance Title: Chapter 74, Cemeteries
Chapter: 74

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 74 entitled "Cemeteries"

2. AMENDMENT

Chapter 74 entitled "Cemeteries" is hereby amended as follows:

74-4. Certain Vehicles and Domestic Animals Restricted. [Amended on 7-19-89 by Ord. No. 18-89]

- A. No motorized vehicles, motorcycles, bicycles, Off Highway Recreational Vehicles (OHRV), minibikes, snowmobiles, all terrain vehicles, or other off road recreation vehicles are permitted on the grounds of cemeteries for recreational use.
B. No unleashed dogs, horses, cattle or other domestic animals are permitted on the grounds of cemeteries.

3. TAKES EFFECT

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

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch Finance Director
Sponsored by: Councilor Catherine Cheney
Signature: Daniel R. Lynch 1/16/14

Approved as to Legal Form and Compliance: Anthony Blenkinsop General Legal Counsel

Recorded by: Karen Lavertu City Clerk



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2013.12.11 - 14**
Ordinance Title: Chapter 74, Cemeteries
Chapter: 74

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

This Ordinance change reflects feedback from the Cemetery Board regarding changes made during the codification and subsequent adoption of the code on November 13th. In effect the restrictions are restored prior to the codification changes.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.12.11 – 140**
Resolution Re: Amendment of FY2014 Fee Schedule to Establish Meter and Permit Rates for the Transportation Center **Parking Lot**

WHEREAS: The City Council will be voting on Resolution 2013.12.11-139 to amend the School Street Parking Lot Lease Agreement which includes expanded control of the 402 spaces in the Transportation Center Parking Lot on Chestnut Street, and;

WHEREAS: If the above amendment is accepted, the proper regulation of the Transportation Center Parking Lot is necessary as part of the comprehensive downtown parking program, and;

WHEREAS: The Transportation Center Parking Lot is distinctive in its use and location within the downtown, and;

WHEREAS: If accepted, the parking token rate needs to be redefined to accommodate different meter rates.

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

The City Council of the City of Dover authorizes changes to the Police section, p. 9 of the approved FY 2014 Fee Schedule to become effective April 1, 2014 as follows:

ADD

Parking Meter Rates:

Transportation Center Lot \$0.25/hour

ADD

Parking Permit Monthly Fees

Transportation Center Lot \$15/month

AMEND

Parking Meter Fees

Parking Tokens \$5.00/roll of 30

The City Manager recommends that this resolution be adopted.

NEED PUBLIC HEARING AND 2/3 MAJORITY VOTE OF COUNCIL

AUTHORIZATION

Daniel R. Lynch 1/16/14

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal Form and Compliance: Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk *Kall*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.12.11 – 140**
Resolution Re: Amendment of FY2014 Fee Schedule to Establish Meter and Permit Rates for the Transportation Center Parking Lot

DOCUMENT HISTORY:

First Reading Date:	12/11/2013	Public Hearing Date:	
	12/11/2013	Effective Date:	April 1, 2014

DOCUMENT ACTIONS:

Deputy Mayor Carrier moved to refer to a public hearing on January 8, 2013; seconded by Councilor Garrison. Vote: 6/0.

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

It is recommended that the Transportation Center lot be metered and authorized for low cost monthly permits through the Police Department. The Parking Manager recommends a meter rate of 25 cents per hour and monthly daytime passes at \$15. Hours of operation would be regulated under C.O. 166-37. Parking would be free from 7pm to 9 am each weekday, on holiday and weekends.

The current parking token rate is listed at \$0.50/hr and would not be compatible with a meter rate of \$0.25/hr. The recommended parking token rate of \$5.00 per roll is the same cost to users as they are now. Three tokens buy an hour's worth of parking for 50 cents. 30 tokens will still buy 10 hours of parking for \$5.00.

Document Created by: Police	Amendment of FY2014 Fee Schedule to Establish Meter and Permit Rates for the Transportation Center Parking Lot Resolution.2013.12.11
Document Posted on: January 16, 2014	Page 2 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

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.

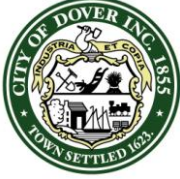
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Robert Carrier
By request

Approved for Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Laverty
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

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, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2013.11.13 - 134**

Resolution Re: Adoption of FY2015-2020 Capital Improvements Program

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	2017	2018	2019	2020	Total	Finance Method
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
<i>Self Contained Breathing Apparatus Replacement</i>	265,742						265,742	RF
<i>Cardiac Monitor & Defibrillators Replacement</i>		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
<i>Central Station Improvements</i>				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
<i>Old Colony Road Drainage</i>	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
<i>Sidewalk - Upper Whittier Street</i>				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
<i>Park Improvements - Guppey Park Field</i>	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#: 12.C.3.

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.

Item	Description	Appropriation	Funding	Fund
1	Police Vehicle Replacement	\$126,000	General Fund Capital Reserve	Trust
2	Bunker Gear Replacement	135,200	General Fund Capital Reserve	Trust
3	Replace South End Station Roof	30,000	General Fund Capital Reserve	Trust
4	Replace Self Contained Breathing Apparatus	265,742	General Fund Capital Reserve	Trust
5	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
6	Railroad Crossing Improvements	70,000	General Fund Capital Reserve	Trust
7	Cemetery Improvements	30,000	Cemetery Maintenance Reserve	Trust
8	TIP - Traffic Calming Improvements	75,000	Transportation Reserve	Trust
9	Park Improvements Henry Law Park	125,000	Park Improvements Reserve	Trust
10	Water Exploration	100,000	Water Fund Capital Reserve	Trust
11	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
12	Water Main Replacement - City Wide	75,000	Water Fund Capital Reserve	Trust
13	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
14	Water Main Replacement Oak/Broadway Area	125,000	Water Fund Capital Reserve	Trust
15	Inflow & Infiltration Mitigation	300,000	Sewer Fund Capital Reserve	Trust
16	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
17	Sewer Main Replacements - City Wide	150,000	Sewer Fund Capital Reserve	Trust
18	Force Main Charles Street Pump Station	75,000	Sewer Fund Capital Reserve	Trust
19	Sewer Main - Oak/Broadway Area	75,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$2,136,942</u>		

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 1/16/14*
Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Robert Carrier
By request

Approved for Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

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, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

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#: 12.C.4.

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 - Guppy 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#: 12.C.4.

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 1/16/14
Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Robert Carrier
By request

Approved for Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.4.

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#: 12.C.4.

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#: 12.C.4.

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	<u>25.99</u>	<u>25.85</u>	<u>25.51</u>
% 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	<u>11.57</u>	<u>11.54</u>	<u>11.31</u>
% 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	<u>26.51</u>	<u>26.34</u>	<u>25.98</u>
% 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	<u>12.57</u>	<u>13.25</u>	<u>12.98</u>
% 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 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



RECEIVED
DOVER CITY CLERK
DOVER, NH
2013 DEC 23 P 3:32

APPLICATION CITY OF DOVER, NEW HAMPSHIRE

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

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

Organization Name: American Legion Riders

Federal Tax ID number for Organization: 02-0215228

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

Contact Person: George Morrison Day Time Telephone: 207-809-9956

Address: 6 Oak Terrace, Dover Email Address: gmorrison@nettechair.com

Purpose of Permit: Wounded Warriors 45 worth

Date of Event: _____ Specific Time: _____

Location of Event: _____

(Raffle Permit only)

Prize (s) To Be Awarded: Cooler full of meat (Janeto's)

Amount of Donation: \$500 Date of Drawing: March 14th Specific Time: 5pm

Place of Drawing: American Legion, 640 Central Ave, Dover NH 03820

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

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

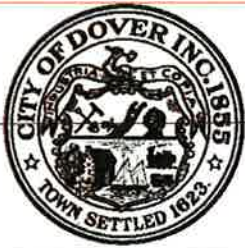
*****NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT**

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

Signature: [Signature], George Morrison Date: 12-14-13

Licensing Board approval [Signature] Date: 12/30/13
Revised 03/17/08

day 26



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

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

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

Organization Name: Children's Museum of New Hampshire
Federal Tax ID number for Organization: 02-0363746
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Jane Bard Day Time Telephone: 603 742-2002

Address: 6 Washington Street Email Address: jbard@cmnhemail.org

Purpose of Permit: raffle of car as Museum fundraiser

Date of Event: April 23, 2014 Specific Time: 6pm

Location of Event: Port City Nissan, Portsmouth, NH

(Raffle Permit only)
Prize (s) To Be Awarded: 370 Z Coupe Nissan

Amount of Donation: \$ 100.00 Date of Drawing: April 23, 2014 Specific Time: 6pm

Place of Drawing: Port City Nissan, Portsmouth, NH 03801

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

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

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

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

Signature: Jane Bard Date: 12/19/13

Licensing Board approval: [Signature] Date: 12/30/13
Revised 03/17/08

Handwritten initials/signature



RECEIVED
DOVER CITY CLERK
DOVER, NH

APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

2013 DEC 4 P 1:35

Jan 13, 2014 [Signature]

Check (✓) the type of application:

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

Organization Name: Portsmouth Christian Academy
Federal Tax ID number for Organization: 02-0465448

Check (✓) Nature of Organization:

Religious _____, Educational , Charitable _____, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
(Describe)

Contact Person: Elizabeth Nanda Day Time Telephone: 603.742.3617 x 142
Address: 20 Seaborne Drive, Dover Email enanda@pcaschool.org

Purpose of Permit: _____
Date of Event: 3/22/2014 Specific Time: 8:45 AM - 12:30 PM
Location of Event: PCA Gymnasium - 20 Seaborne Drive

Prize (s) To Be Awarded: Trip to Disney World
Cost of Ticket: \$100.00 Date of Drawing: 3/22/2014
Place of Drawing: PCA Gymnasium - 20 Seaborne Drive

* 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>

** 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: _____

***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 [Signature] Date: 1/13/14

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: enanda DATE: 1.9.14

PARADE PERMITS & BLOCK PARTIES ONLY
ROAD TOLL ONLY



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2014.01.22 - 003**
Resolution Re: Purchase of Firefighting Bunker Gear

WHEREAS: The Commonwealth of Massachusetts conducted a bid solicitation for Fire/EMS and Police equipment and supplies. Bergeron Protective Clothing LLC of Epsom NH is the distributor of Globe Manufacturing gear and offers volume discounting on specialty items which included bunker gear and firefighting suits and was approved by State MA via contract FIR03; and

WHEREAS: The City of Dover Fire & Rescue currently wears G-Extreme bunker gear and has had great success with the product. The City needs to replace these and will need approximately 50 sets of gear which includes coats, pants and boots. The city would like to utilize the State of MA contract at the volume price discount of 42% off manufacturing prices through Bergeron Protective Clothing LLC; and

WHEREAS: Per 3-29B, Exceptions to Competitive Bidding, of the Dover Purchasing Procedure, the purchasing Agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of NH, other governmental agencies or cooperative buying groups.

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

The Purchasing Agent is hereby authorized, pending approval of the FY15 CIP Non Debt Financed projects, to issue a Purchase Order to Bergeron Protective Clothing LLC for bunker gear at discounted pricing of 42% off manufacturers pricing. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
4015.1.220.XXXXXX.XXXX	Firefighting Equipment CIP	\$135,200.00	\$135,200.00

AUTHORIZATION

Daniel R Lynch 1/16/14

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved for Legal Form and Compliance: Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Laverta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2014.01.22 - 003**

Resolution Re: Purchase of Firefighting Bunker Gear

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2014.01.22 - 003**
Resolution Re: Purchase of Firefighting Bunker Gear

RESOLUTION BACKGROUND MATERIAL:

The current bunker gear is 10 years old and in need of replacement. The NFPA suggests a replacement every 8 years. We extended the life of our gear by bringing in a mobile repair seamstress that patched a large amount of our gear 2 years ago. This replacement project has been identified in the CIP for 6 years and is now a current project. This project is being purchased at this time to avoid a price increase from the manufacturer. This increase will take effect nationally on January 20, 2014, but is being held back for us.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	State MA Bid	Number of Responses:	21
Warranty:	Meets NFPA Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	na	Contract:	Yes
Prices will hold for:	August 2014	Estimated Delivery:	As needed
Recommended Award to:	Bergeron Protective Clothing LLC	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waived bid – Cost exceeds \$25,000.00

Items	List Price	Dover Cost
G-Xtreme jacket	\$1,948.40	\$1,130.07
Scotchlite lettering	\$12.00	\$6.95
Harness ready Pants	\$1,563.50	\$906.83
Optional Personal Escape Belt	\$211.20	\$125.66
Globe Supreme 14" pull on boots	\$490.00	\$315.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2014.01.22 - 004**

Resolution Re: Purchase of Five 2014 Ford Police Interceptors

WHEREAS: Sealed request for bid 2011-18 was solicited by the State of NH in August 2013 for pricing of 2013 Ford Police Interceptor Sedans. Sealed request for bid 2011-19 was solicited by the State of NH in August 2013 for pricing of 2013 Ford Police Interceptor Utility vehicles; and

WHEREAS: Low bid meeting specifications for the *sedans* was submitted by and awarded to Grappone Ford of Bow NH in the base amount of \$22,673. Various options were outlined in the bid request and the total price of optional items per vehicle is \$2,135.00 for a total price of \$24,808.00. The city will be purchasing (4) Four sedans for a total of \$99,232.00. Low bid meeting specifications for the *utility* vehicles was submitted by and awarded to Irwin Motors of Laconia NH in the base amount of \$24,521. Various options were outlined in the bid request and the total price of optional items per vehicle is \$1,719 for a total price of \$26,240.00. The city will be purchasing (1) one utility vehicle; and

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

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

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

Account	Description	Appropriation	Balance
4014.1.210.42120.4742.02152.14	Police light vehicle	126,000.00	125,946.79

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 1/16/14*
 Daniel R. Lynch
 Finance Director

Sponsored by: Mayor Karen Weston
 By request

Approved for Legal Form and Compliance: Anthony I. Blenkinsop
 General Legal Counsel

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2014.01.22 - 004**

Resolution Re: Purchase of Five 2014 Ford Police Interceptors

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2014.01.22 - 004**

Resolution Re: Purchase of Five 2014 Ford Police Interceptors

RESOLUTION BACKGROUND MATERIAL:

CIP 2014 - Police Cruiser Replacement Program. This is a continuance of city plan to replace front line fully marked police cruisers essential to maintain safe vehicle operation and limited maintenance costs. Four sedans will be purchased. Per the Capitol Improvements Plan the police department purchases four marked cruisers one year then five the next. After two years of service the vehicles are sold. The revenue from the sale is used to purchase new fuel efficient vehicles for detectives, as well as other city departments, such as the Inspection Division. This program had been in place for several years and it is recommended to be continued by our Fleet Services Division.

The Sport Utility Vehicle will be a fully marked police vehicle and assigned to the on duty patrol Supervisor. The utility vehicle allows for the needed extra space to accommodate specialized equipment required for use by the patrol supervisor. The police sedan lacks this required space.

2014 Ford police Interceptor sedan P2M all wheel drive with major standard equipment

Base Price	\$22,673.00
Option 854 trunk up fit package	\$715.00
Option 13C Dark Car Feature	\$35.00
Option 21 L driver side spot lamp Incandescent	\$375.00
Option 141 two tone vinyl package	\$850.00
Option 64L full wheel covers	\$75.00
Option 18g rear door handles/locks inoperable	\$50.00
Option 67D rear window power delete operable from front	\$35.00
Total per vehicle	\$24,808.00

2014 Ford police Interceptor Utility all wheel drive/3.7L V6/6-speed auto transmission with major standard equipment

Base Price	\$24,521.00
Option 17T cargo area dome light	\$74.00
Option 51Y Spot lamp incandescent	\$455.00
Option 91A two tone #1 vinyl package	\$970.00
Option 64B full wheel covers	\$80.00
Option 68g rear door handles/locks inoperable	\$85.00
Option 18W rear window power delete operable from front	\$55.00
Total per vehicle	\$26,240.00

Bid Information:

State of NH bid 2011-18 and 2011-19

Document Created by: Purchasing
Document Posted on: January 16, 2014

Purchase of police cars
Page 3 of 4



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2014.01.22 - 004**

Resolution Re: Purchase of Five 2014 Ford Police Interceptors

Purchasing Information:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2014.01.22 – 005**
Resolution Re: **Berry Brook Restrictions to Warranty Deed**

WHEREAS: The City of Dover is the owner of a 6.308± acre parcel of real property located on Lowell Avenue, Dover (Map 37, Lot 40) on which it maintains and operates a water treatment plant; and

WHEREAS: Berry Brook runs through the City's property and as part of the City's commitment to the Berry Brook and in accordance with the terms of the grant from the Department of Environmental Services, the City intends to place certain restrictions on the property in an effort to ensure that Berry Brook is protected from future disturbance.

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

The City Manager is authorized to sign the Restrictions to Warranty Deed, attached hereto, and record said document in the Strafford County Registry of Deeds.

AUTHORIZATION

Daniel R. Lynch 1/16/14
Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved for Legal Form and Compliance: Anthony I. Blenkinsop
General Legal Counsel

Recorded by: *Karen Layton*
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2014.01.22 – 005**
Resolution Re: **Berry Brook Restrictions to Warranty Deed**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City sought and obtained a grant from the New Hampshire Department of Environmental Services (NHDES) to restore Berry Brook on its parcel of property on Lowell Road. The work has been completed and Berry Brook has been restored. A condition of the grant agreement was that the City would take steps to protect Berry Brook from future disturbance. The Restrictions to Warranty Deed are intended to provide such protection and have been approved by NHDES. See attached Restrictions to Warranty Deed

RESTRICTIONS TO WARRANTY DEED

NOW COMES the City of Dover, 288 Central Avenue, Dover, New Hampshire 03820, owner of a 6.308± acre parcel of real property located on 11 Lowell Avenue, Dover, New Hampshire (Map 37, Lot 40), on which it maintains and operates a water treatment plant, in accordance with a grant from the New Hampshire Department of Environmental Services, 222 International Drive, Suite 175, Portsmouth, New Hampshire 03801 for the clean-up and restoration of Berry Brook, which runs through the property, and places certain restrictions on the property. These restrictions are intended to ensure that Berry Brook is protected from future disturbance.

As part of the City's commitment to the Berry Brook and in accordance with the terms of the grant from the Department of Environmental Services, the City places the following restrictions on the property:

1. Any expansion or relocation of the water treatment plant on the property shall not permanently disturb Berry Brook.
2. Any repair of existing sewer and water lines and/or the installation of new utility lines shall not permanently impact Berry Brook. Any impacts necessary during repair/construction/installation shall be temporary and Berry Brook will be restored to its previous condition following completion of said work.

Meaning and intending to apply to the city-owned water treatment plant property acquired on or about August 23, 1888 from George W. Page by deed recorded at the Strafford County Registry of Deeds at Book 291, Page 292.

These restrictions were approved by the Dover City Council at a meeting held on January 22, 2014.

Signed this ____ day of January, 2014.

CITY OF DOVER

J. Michael Joyal, Jr.
Duly Authorized

THE STATE OF NEW HAMPSHIRE
Strafford, ss.

Subscribed and sworn to, before me, this _____ day of January, 2014 by J. Michael Joyal, Jr. duly authorized for the City of Dover

Notarial Officer



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2014.01.22 – 006**
Resolution Re: B14007 Award of Construction Management Service for
Dover Police Facility

WHEREAS: Sealed request for qualifications B14007 were solicited and received on September 30, 2013 at 2:00 pm for construction management services for the Dover police facility. Nine responses were received and ranked by the Dover Police Facility Building Committee and city personnel; and

WHEREAS: A short list of three vendors was selected and interviews were conducted on November 18, 2013. By unanimous vote of the committee, Harvey Construction Corp of Bedford NH was selected and the city began contract negotiations; and

WHEREAS: During negotiations an agreement was reached with Harvey Construction Corp for preconstruction services in the amount of \$15,000.00. For the construction phase services a multiplier of 2.5% of the final guaranteed maximum price of the facility construction value would be utilized. The City will negotiate the terms and conditions of the agreement consistent with this amount.

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

The purchasing agent is hereby authorized to issue a purchase order to Harvey Construction Corp at rates provided in conjunction with RFQ B14007. The amount of this authorization shall be limited so as not to exceed available funding

Financing

Account	Description	Appropriation	Balance
4009.1.210.42170.4720.02389.09	Police Facility	500,000	346,242
4013.1.210.42170.4720.02389.13	Police Facility	697,521	697,521
4014.1.210.42170.4720.02389.14	Police Facility	8,702,479	8,702,479
4015.1.210.42170.4720.02389.15	Parking Facility Pending CIP Approval	500,000	500,000
4016.1.210.42170.4720.02389.16	Parking Facility Pending CIP Approval	11,000,000	11,000,000

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 1/16/14*
Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved for Legal
Form and Compliance: Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Laverne
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2014.01.22 – 006**
Resolution Re: B14007 Award of Construction Management Service for
Dover Police Facility

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2014.01.22 – 006**
Resolution Re: B14007 Award of Construction Management Service for
Dover Police Facility

RESOLUTION BACKGROUND MATERIAL:

Sealed request for qualifications were solicited and received on September 30, 2013 at 2:00pm for construction management services for the Dover police facility. Nine responses were received and ranked by the Dover Police Facility Building Committee and city personnel

A short list of three vendors was selected and interviews were conducted on November 18, 2013. By unanimous vote of the committee, Harvey Construction Corp of Bedford NH was selected and the city began contract negotiations.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	yes
Invitations Mailed:	198	Number of Responses:	9
Warranty:	NA	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	
Recommended Award to:	Harvey Construction Corp	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Vendor Solicitation List & Results:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2014.01.22 - 007**
Resolution Re: **Revised & Restated Development Agreement for First Street Development Project**

WHEREAS: The City of Dover and First Street at Garrison LLC entered into a Land Development Agreement on July 24, 2012; and

WHEREAS: Since that time various circumstances and assumptions regarding the Agreement have changed; and

WHEREAS: The Developer, First Street at Garrison LLC, has proposed certain changes to the improvements for the First Street Development Project as set forth in the Revised and Restated Development Agreement; and

WHEREAS: The parties also wish to alter certain dates and deadlines contained within the original Agreement as set forth in the attached Revised & Restated Development Agreement.

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

The City Manager is authorized to sign the Revised and Restated Development Agreement for the First Street Development Project.

AUTHORIZATION

Daniel R. Lynch 1/16/14

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

Mayor Karen Weston
By request

Approved as to Legal Form
and Compliance:

Anthony I. Blenkinsop
City Attorney

Recorded by:

Karen Layettu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2014.01.22 - 007**
Resolution Re: **Revised & Restated Development Agreement for First Street Development Project**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Revised & Restated Development Agreement regarding the First Street Development Project originally agreed to on July 16, 2013.

REVISED & RESTATED DEVELOPMENT AGREEMENT

by and between

CITY OF DOVER, NEW HAMPSHIRE

and

FIRST STREET AT GARRISON, LLC

Dated as of January 22, 2014

First Street Development Project

DEVELOPMENT AGREEMENT

THIS REVISED & RESTATED DEVELOPMENT AGREEMENT (the "Development Agreement" or "Agreement") is dated as of January __, 2014 and is made by and between **CITY OF DOVER, NEW HAMPSHIRE**, a body corporate and politic, and a political subdivision of the State of New Hampshire with an address of 288 Central Avenue, Dover, New Hampshire 03820 (the "City") and **FIRST STREET AT GARRISON, LLC**, a New Hampshire limited liability company with an address of 466 Central Avenue, Suite 12, City of Dover, County of Strafford and State of New Hampshire 03820, (collectively the "Developer"). This Development Agreement is a revised and restated version of the original development agreement between the parties dated July 24, 2013 (the "Original Agreement") and replaces the Original Agreement in its entirety.

RECITALS

The City is the owner of certain property identified as Map 6, Lot 3, said property consisting of 1.4 acres, more or less, which fronts along the Cochecho River and is situated between Central Avenue and Chestnut Street. Further, the City is the owner of certain property identified as "Proposed Easement", which property rights run along the northerly sideline of the aforementioned 1.4 acre property identified as Map 6, Lot 3 and which site is described more fully on a plan attached hereto as Exhibit A (the "Project Site"), and made part of this Development Agreement.

The City issued a request for proposals for the redevelopment and revitalization of the Project Site in 2012, and following due consideration, determined that the proposal by the Developer was the most appropriate proposal in light of the City's master plan, and its intentions for the redevelopment of the Project Site and the City's Central Business District, and therefore is in the public interest.

The City and the Developer entered into the Original Agreement regarding the sale and development of the Property, but wish to revise and restate said agreement consistent with the terms contained herein.

The Developer has proposed improvements for the Project Site and adjacent public property, as set forth at Exhibit B of this Agreement (the "Project"), the total cost of which has been estimated at Ten Million one Hundred Dollars (\$10,100,000.00), all as generally set forth in conceptual site plans and building elevation plans, attached to this Agreement as Exhibit C (the "Project Conceptual Plans") and made part of this Agreement.

The Developer and the City wish to revise and restate their Original Agreement pursuant to which the City shall convey the Project Site to the Developer and the Developer shall covenant and agree to construct the Project pursuant to the terms and conditions of this Development Agreement.

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

ARTICLE I

DEFINITIONS

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

"Ad Valorem Tax Payment Obligation" shall have the meaning set forth in Section 7.02 of this Agreement.

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

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

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

“*Completion Date*” means the date on which improvements, as identified in this Agreement, are to be completed after receipt of a certificate of occupancy from the applicable City agency.

“*Deposit*” means the Twenty Thousand Dollar (\$20,000.00) sum required from the Developer, as set forth in Section 4.03 of this Development Agreement.

“*Designated Land*” shall have the meaning set forth in Section 8.03(a) of this Development Agreement.

“*Developer*” means First Street at Garrison, LLC, its managers and members, and their respective heirs, successors and assigns, where the context of this Development Agreement permits.

“*Developer’s RFP Response*” means a submission entitled “RFP #B13019 Mixed Use Development & Revitalization, First Street Parking Lot, Dover, NH,” dated October 18, 2012, submitted by the Developer to the City.

“*Developer’s Outstanding Secured Indebtedness*” shall have the meaning set forth in Section 8.03(b) of this Development Agreement.

“*Development Agreement*” or “*Agreement*” means this Development Agreement, by and between the City and the Developer, as amended or supplemented from time to time.

“*Hazardous Materials*” shall mean any flammables, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous matter, hazardous or toxic substances, oil or other petroleum products, asbestos, chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, *et seq.*), applicable state statutes and in the regulations adopted and publications promulgated pursuant thereto or any other substances or materials constituting a hazard, peril or threat to the health of persons, animals or plant life, and the term “Hazardous Materials” shall include any underground storage tanks used or capable of being used for Hazardous Materials.

“*Initial Permitting Term*” means that period of time for the Developer to obtain its Permits and Approvals, as described in Section 4.04(b) of this Development Agreement.

“*Inspection Period*” means that period of time for the Developer to conduct its due diligence with respect to the Project and the Project Site, as described in Section 4.04(a) of this Development Agreement.

“*Minimum Public Improvement Expenditure*” means the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) to be expended by the Developer on public improvements related to the Project. No portion of the Minimum Public Improvement Expenditure shall be used to seek a waiver or credit against Project impact fees.

“*Monthly Business Rate*” means the parking rate for renting parking spaces from the City on a monthly basis adjusted periodically based on market conditions.

“*Original Agreement*” means the development agreement dated July 24, 2013 between the City and the Developer, which has been replaced in its entirety by this Agreement.

“*Performance Mortgage*” means the mortgages granted to the City by the Developer to secure the performance of its obligations to construct the Project. The form of the Performance Mortgages is set forth at Exhibit F.

“*Permits and Approvals*” means any permit, approval or zoning relief to be issued by the City, including any City-approved Plans and Specifications which will govern the construction of all or any part of the Project. A list of Project Permits and Approvals is set forth at Exhibit E of this Development Agreement.

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

“*Phase 1-Dev*” means the first phase of redevelopment of the Project Site as more fully described at Exhibit B.

“*Phase 2-Dev*” means the second phase of redevelopment of the Project Site as more fully described at Exhibit B.

“*Phase 1-Dev Guaranteed Assessed Value*” and “*Phase 1-Dev and Phase 2-Dev Guaranteed Assessed Value*” shall have the meanings set forth in Section 7.01 of this Development Agreement.

“*Phase 1-Dev Tax Guarantee*” and “*Phase 1-Dev and Phase 2-Dev Tax Guarantee*” shall have the meanings set forth in Section 7.01 of this Development Agreement.

“*Planning Board*” means the City of Dover Planning Board.

“*Project*” means the redevelopment of the Project Site, together with any adjacent improvements, whether public or private, set forth in the Project description at Exhibit B and the Conceptual Plans at Exhibit C of this Development Agreement, and as otherwise described in this Development Agreement.

“*Project Conceptual Plans*” means the plans attached to the Development Agreement as Exhibit C.

“*Project Schedule*” means the schedule attached to the Development Agreement as Exhibit D.

“*Project Site*” means property identified as Map 6, Lot 3, said property consisting of 1.4 acres, more or less, which fronts along the Cochecho River and is situated between Central Avenue and Chestnut Street, together with the Proposed Easement, which site is described more fully in Exhibit A (the “Project Site”). The City shall retain the Proposed Sewer Easement on the Project Site, which is reflected on the Plan of Land drawn by McEneaney Survey Associates Inc. dated May 24th, 2013 at Exhibit A. The City shall convey the Project Site, including the Proposed Easement, and subject to the Proposed Sewer Easement in two separate warranty deeds, one for Phase 1-Dev and one for Phase 2-Dev. There shall be a common boundary dividing the conveyed property in Phase 1-Dev (deed 1) and Phase 2-Dev (deed 2).

“*Proposed Easement*” means a perpetual, exclusive easement to be granted by the City to the Developer measuring Sixty Three Hundred Ninety Nine (6,399±) square feet, more or less, which location is identified in Exhibit A. For legal description of the Proposed Easement, see Exhibit I, attached hereto and made part of this Development Agreement. The Proposed Easement shall be a perpetual exclusive easement which the City shall grant in favor of and to the Developer, together with use by the Developer’s heirs, successors, assigns, tenants, licensees, business invitees and agents as directed by the Developer and who shall have the right to use the Proposed Easement for purposes of parking upon, walking across, driving across, standing, planting of vegetation, placement of signage, curbing, brick, cobble, and/or introduction of asphalt or other paving surfaces. The servient tenement may make no use of the land which in any way materially conflict with the purpose of the Proposed Easement and the City shall be prevented from making use of the land on which the Proposed Easement is located, except as otherwise described in this Development Agreement or in the easement instrument. The City shall also be restricted from further conveying any use or rights to the land on which the Proposed Easement is located, which are materially inconsistent with the Developer’s rights in the Proposed Easement. The Proposed Easement shall be conveyed at the closing from the City to the Developer of the Project Site, as that term is defined in this Development Agreement.

“*Proposed Sewer Easement*” means those easements to be retained by the City, which direction, metes and bounds are yet to be determined but which are generally located as shown on Exhibit A. The Proposed Sewer Easement running north and south shall be 20 feet in width centered over the sewer pipes as shown on Exhibit A. The Proposed Sewer Easement running easterly and westerly shall be 20 feet in width beginning 2 feet north of the northerly edge of the sewer pipe and running southerly 20 feet along said sewer line. Developer retains the right to build, decking, walkways, and non-permanent structures over the Sewer Easement area. The final direction metes and bounds shall be determined by the time this Development Agreement goes to the City Council for its review.

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

“*Review Materials*” means all engineering reports, building plans, title insurance policies, environmental assessments and other relevant materials regarding the Project Site to the extent that any of the foregoing is within the City’s possession or control.

“*Tax Guarantee Period*” shall have the meaning set forth in Section 7.01 of this Development Agreement.

ARTICLE II

CONDITION PRECEDENT

Section 2.01 City Council Approval Required.

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

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Developer.

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

(a) *Organization.* The Developer, as that term is defined in this Agreement, has the power and authority to own its properties and assets and to carry on its business in the State as now being conducted and as hereby contemplated.

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

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

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

(e) *Litigation.* As of the date of this Development Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened

by or against the Developer: (i) in any way questioning the due formation and valid existence of the Developer; (ii) in any way contesting or affecting the validity of this Development Agreement or the consummation of the transactions contemplated hereby; (iii) which would have a material adverse effect upon the financial condition of the Developer or any of its principals, or its ability to perform its obligations under this Development Agreement.

(f) *Legal Impediments.* The Developer, to the best of its knowledge, represents and warrants that it expects to receive, in a timely manner, all requisite Permits and Approvals. It is understood that the timeliness of the receipt of such Permits and Approvals may not be entirely in the Developer's control. The schedule for receipt of such Permits and Approvals is set forth in the Project Schedule at Exhibit D.

(g) *Compliance with Laws.* The Developer shall not, with knowledge, commit, suffer or permit any act to be done in, upon or to the lands in the Project Site or with respect to the Project in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the Project Site or with respect to the construction of the Project.

Section 3.02 Representations of the City.

The City represents and warrants to the Developer as follows:

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

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

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

Section 3.03 No Implied Approvals by City.

Nothing contained in this Development Agreement shall constitute, be deemed to constitute or imply that the City Council, or any City board, department, office, or agency, officer, or employee of the City approves, authorizes, or consents to any action or activity within

or required for the development of the Project, including any land use approval, requirements for the provision of public utilities or services, or any administrative, judicial, quasi-judicial, or legislative action, unless and until such respective authorizations, approvals or consents are duly and properly issued by the City Council, and/or the City's respective board, department, office, agency, officer or employee.

Section 3.04 No Waiver of Ordinances, Rules or Regulations.

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

ARTICLE IV

DEVELOPER'S ACQUISITION OF PROJECT SITE;
PHASE ONE IMPROVEMENTS

Section 4.01 Acquisition Terms; Purchase Price

Upon satisfaction of the conditions set forth in this Article IV, the Developer shall purchase and the City shall sell the Project Site. The purchase price for the Project Site is Two Hundred Two Thousand Dollars (\$202,000.00) (the "Purchase Price"). The City shall convey the Project Site, including the Proposed Easement by two warranty deeds. The City shall convey the property to the Developer in the two deeds with a common boundary dividing the area to be developed first in Phase 1-Dev (deed 1) and the second in Phase 2-Dev (deed 2). The two tracts are generally depicted on Exhibit A. The parties acknowledge that the final configuration of the two tracts shall be determined when the Developer obtains subdivision approval of the Project Site. Except as otherwise stated in this Development Agreement or the deed, the Project Site and the Proposed Easement shall be conveyed "as is", "where is", and "with all faults", as to their physical condition. The deed shall include a covenant prohibiting the Developer, its successors and assigns from conveying, transferring or assigning all or any portion of the fee ownership of the Project Site, including units or lots created pursuant to any subdivision or condominiumization of the Project Site, to a party exempt from ad valorem property taxation without the consent of and upon such terms and conditions as are acceptable to the City, in its sole discretion. Except as set forth in this Development Agreement, including those provisions set forth in Section 4.07 of this Development Agreement, the Developer acknowledges that the City has made no representations or warranties, expressed or implied, as to the Project Site concerning physical condition, suitability or fitness for any particular purpose, building restrictions, zoning restrictions, or value but for provisions regarding the subject of the presence of Hazardous Materials as are contained in Section 4.07.

Section 4.02 Closing Date.

The closing date for the conveyance of the Project Site shall occur within thirty (30) days following the satisfaction of all contingencies in Article IV, but in any event, no later than September 20, 2014, TIME BEING OF THE ESSENCE (the "Closing Date"). If the Developer is not in default of its obligations under this Agreement and is diligently performing all of its duties and obligations hereunder, the Closing Date may be extended in 30-day segments to a date mutually agreeable to the parties, not to exceed ninety (90) days. The Developer shall pay the City the sum of Ten Thousand Dollars (\$10,000.00) for each 30-day extension, which payments shall be non-refundable and not applicable to the Purchase Price or to any other obligations of the Developer pursuant to this Development Agreement.

Section 4.03 Deposit.

The Developer shall provide a deposit to the City in the amount of Twenty Thousand Dollars (\$20,000.00) (the "Deposit") upon execution of this Development Agreement. The Deposit shall be held by the City in an account bearing no interest for either party and shall be returned to the Developer at the closing in the event of a purchase of the Project Site.

Section 4.04 Developer's Contingencies – Phase 1-Dev.

The following contingencies of the Developer must be satisfied to the reasonable judgment of the Developer, failing which the Developer shall not be bound to acquire the Project Site:

(a) *Due Diligence.* The Developer shall have the right until June 1, 2014, at Developer's sole cost and expense, to: (i) perform all engineering studies and inspections with respect to the Project Site to determine its physical condition, (ii) perform all environmental auditing, engineering and testing on the Project Site as the Developer shall reasonably require to satisfy Developer that no unacceptable environmental condition exists on the Project Site, (iii) satisfy itself as to the location of utilities and utility connection fees which may be necessary for the Developer's intended use of the Project Site, and (iv) conduct all other reviews and inspections, including any review of title to the Project Site, which the Developer deems reasonably necessary to determine the Project Site's suitability for the Developer's proposed use(s) (the "Inspection Period"). To facilitate the Developer's investigation, the City shall, within five (5) days of the execution of this Development Agreement, deliver to the Developer all engineering reports, building plans, title insurance policies, environmental assessments and other relevant materials to the extent that any of the foregoing are within the City's possession or control (collectively, the "Review Materials"), without any warranty as to their accuracy, completeness, assumptions or conclusions. Copies of any such reports, plans, investigations, studies and inspections undertaken by or at the direction of the Developer shall be provided to the City at no cost or expense to the City.

(b) *Permits and Approvals.* The Developer shall submit such appropriate applications and shall have received all necessary non-appealable Permits and Approvals required to complete the improvements in Phase 1-Dev of the Project, based on the Project Schedule at Exhibit D (the "Initial Permitting Term"). The Developer shall pay the sum of One Hundred Dollars (\$100.00) per day for each day beyond the deadline set forth in the Project

Schedule that the Developer fails to submit its site plan application for Phase 1-Dev to the Planning Board, provided that if such failure exceeds Sixty (60) days from the deadline set forth in the Project Schedule for submission of a site plan application, this Development Agreement shall be null and void. Such payments shall be non-refundable and non-applicable to the Purchase Price or any other obligations of the Developer pursuant to this Development Agreement. The City agrees to cooperate with the Developer in completing applications and making submissions in connection with obtaining the Permits and Approvals. The Permits and Approvals for the Project shall be in compliance with any and all applicable ordinances, codes, rules and regulations of the City of Dover and/or the State of New Hampshire. The Developer shall provide written notice, prior to the filing of any respective application, of any Permit or Approval requiring zoning relief or waivers of any land use ordinances, rules or regulations, which relief or waivers shall be reasonably acceptable to the City and consistent with the spirit and intent of the Project, as envisioned by this Development Agreement. In the event that the Developer has not received the Permits and Approvals within the respective deadlines set forth in the Project Schedule, but is diligently pursuing same, then the Developer may extend such deadlines for up to and including three (3) additional thirty (30) day periods by giving written notice to the City prior to the expiration of the then current term, and tendering the sum of Twenty Five Hundred Dollars (\$2,500.00) for each 30-day extension. Payments for the extension of the Initial Permitting Term shall be non-refundable and not applicable to the Purchase Price or to any other obligations of the Developer pursuant to this Development Agreement. At any time prior to the expiration of the 30 day appeal period of conditional final approval, by the Planning Board, for Phase 1-Dev of the Project, or September 11, 2014, whichever is sooner, the Developer may elect to terminate this Agreement and the City shall return the Deposit, but shall retain any payments for (i) the failure to timely submit the Phase 1-Dev site plan application, and (ii) the extension of deadlines to obtain its Permits and Approvals.

(c) *License for Entry.* Subject to the provisions of this Article 4, the City hereby gives to the Developer and its duly authorized agents, contractors and/or representatives the right of access to the Project Site during the Inspection Period for the purpose of conducting such inspections, tests, studies and other investigations. Any such entry shall only be allowed following reasonable prior notice to the City. The Developer shall promptly repair all damage resulting from any inspections, tests, studies and other investigations at its sole expense and to the City's reasonable satisfaction, reasonable wear and tear excepted. The Developer shall also indemnify and hold the City harmless from and against any and all costs, expenses, liabilities and claims arising from or in connection with its activities on the Project Site. The obligations in this section shall survive termination of this Development Agreement. The Developer shall use reasonable efforts to not interfere with the use or occupancy of the parking spaces on the Project Site from 8:30 am to 5:30 pm on weekdays.

(d) *Phase 1-Dev Financing.* Pursuant to the Project Schedule, the Developer shall obtain a preliminary letter of commitment from a banking institution or lender acceptable to the Developer for the development of Phase 1-Dev of the Project, in an amount of not less than Three Million One Hundred Thousand Dollars (\$3,100,000.00), at prevailing rates and upon such terms and conditions as are reasonably acceptable to the Developer, and shall have provided a copy of the financing commitment to the City, which includes those terms as set forth in a sample Commitment Letter which is attached hereto and marked as Exhibit H. In the event that

the City reasonably deems any condition of financing to be unacceptable to the City, the City shall notify the Developer in writing. The Developer shall have a reasonable period of time, not to exceed sixty (60) days, to resolve such matters to the reasonable satisfaction of the City. If the Developer elects not to undertake such resolution or fails to effect a resolution within such time period, then this Development Agreement shall terminate and the City shall return the Deposit to the Developer. Pursuant to the Project Schedule, the Developer shall deliver a copy of the final financing commitment to the City. The Project is not dependent on the securing of any public financing or other financial assistance from the City for the development of Phase 1-Dev.

Section 4.05 Other Closing Terms and Conditions.

(a) *Transfer Tax.* The Developer shall be responsible for the payment of any transfer tax in connection with the conveyance of the Project Site to the Developer.

(b) *Title.* If the Developer determines that there are any matters of title affecting the Project Site, including the Proposed Easement, which shall prevent or impede the Developer from developing the Project, the Developer shall provide written notice to the City prior to the expiration of the Inspection Period of the title matter and the proposed resolution of the matter. Thereafter, the City shall have a reasonable period of time, not to exceed sixty (60) days, to cure such matters. This period of cure of the title matters described above, shall extend and toll all other dates as reflected in the Project Schedule. If the City elects not to undertake such cure or fails to effect a cure within such time period, then this Development Agreement shall terminate. The City shall convey the Project Site subject to all matters of title as of the expiration on the Inspection Period, subject to any matters which the City satisfactorily cures.

(c) *Certificates, Opinions and Due Authority.* At the Closing, each party agrees to deliver such other opinions, affidavits, disclosures, certificates and documents reasonably requested by the other respective party related to the Closing.

(d) *Performance Mortgage.* At the Closing, the Developer shall grant the City the Performance Mortgages, copies of which is attached hereto as Exhibit F, and the Limited Power of Attorney, a copy of which is attached hereto as Exhibit G, all as more fully described at Article VIII of this Agreement.

Section 4.06 Remedies Upon Termination of Phase 1-Dev.

In the event that the Project Site has been conveyed to the Developer, and this Development Agreement is terminated prior to the commencement of construction of the improvements in Phase 1-Dev, then the City shall have the option, but not the obligation to require the Developer to convey the Project Site to the City or its designee. The remedy set forth in this Section is not the sole or exclusive remedy of the City in the event of the termination of Phase 1-Dev, and the City reserves any and all other rights and remedies under this Agreement, the Phase 1-Dev Performance Mortgage, at law or in equity. The obligation of the Developer in this section shall be secured by the Performance Mortgage on Phase 1-Dev. Once the obligations of the Developer for Phase 1-Dev have been completed, then the Performance Mortgage for Phase 1-Dev shall be discharged by the City within 60 days.

Section 4.07 Environmental Remediation

The City has conducted a Phase 1 environmental site assessment of the Project Site (the “Phase 1–Env”) which indicated the presence of Hazardous Materials due to the existence of a gasoline station formerly located at the northeast corner of the Project Site. In addition, the City has conducted at its expense a Phase 2 environmental site assessment of the Project Site (the “Phase 2-Env”) by a licensed geotechnical engineering company and has provided a copy of the Phase 2-Env environmental site assessment and report to the Developer. The City shall provide the Developer with an estimate of the cost of any remediation. The remediation shall occur at the expense of the City during the construction by the Developer in order to accomplish the remediation in an efficient manner. The parties shall cooperate during the construction phase to accomplish the remediation and, if necessary, may enter in sub-agreements with each other regarding how the remediation work shall be performed, which the City Manager shall have authority to sign on behalf of the City without further authorization of the City Council. In no case, however, shall the City be relieved of any of its responsibility to provide for the remediation of the site as stated herein. In the event that the cost of remediation is greater than One Hundred Thousand Dollars (\$100,000.00), then the City in its sole discretion, may terminate this Development Agreement, return any deposits to the Developer, and this Development Agreement shall be null and void. Should the City not exercise this right by January 31, 2014, then this right shall lapse.

Should the Developer, its heirs, successors or assigns become liable or realize expense as a result of such Hazardous Materials not having been fully remediated, or become liable as a result of any actions that might occur during and resulting from the remediation process, excluding any deed restrictions or activity and use restrictions required or imposed by the NH Department of Environmental Services, then the City shall indemnify the Developer, its heirs, successors and assigns such that they are held harmless to include but not be limited to their reasonable attorney’s fees, as well as a defense by an attorney selected by the City and by the Developer together with the fees, expenses, judgments or agreements made prior to, during or subsequent to litigation. The indemnification by the City shall be limited to said fees, expenses, costs, judgments and agreements associated with remediation of the Hazardous Materials which are determined to have originated on the Project Site. The City shall control the defense of any such claims to which this indemnity applies. This covenant shall survive the Closing.

The City shall provide to Developer copies of all reports, letters or other written materials it obtains, contracts for, or is otherwise provided as received and which is/are associated with or impact upon the presence or absence of Hazardous Materials in or upon the Project Site. Likewise, the Developer shall cooperate with the City in the conduct of any further site assessments and in any remediation activities required as a result of such assessment, including access to any adjacent or abutting properties under the ownership, control or management of the Developer. Upon execution of this Development Agreement, the Developer shall provide copies of any and all site assessments, investigations, reports or analyses of any kind relating to the presence of Hazardous Materials on or within properties under the ownership, management or control of the Developer which abut or are adjacent to the Project Site.

Section 4.08 Parking Spaces

The Developer shall have the right to use the Proposed Easement to travel to and from First Street through the Proposed Easement to and from the remainder of the Project Site, as Developer may desire. The Developer shall clear the Proposed Easement area of ice and snow and shall be responsible for the maintenance of all improvements in the Proposed Easement in a manner consistent with the City's maintenance of other similarly-situated streets and parking spaces. The City shall be responsible for the clearing of snow and ice on First Street up to and along the Proposed Easement area.

Subsequent to completion of Phase 2-Dev, the Developer shall have the opportunity to purchase thirty (30) monthly parking permits from the City. The Developer shall have the right to choose the parking locations that are the closest locations to the Project Site which are owned or controlled by the City. In addition thereto, should the City acquire rights to park in any parking facility not now owned or managed by the City, which is intended to provide parking in the downtown, then the Developer shall have the right to gain monthly parking permits on the 30 spaces closest to the Project Site; provided, however, that the Developer shall not have the right to choose parking spaces located on the north side of First Street nor parking locations east of the Project Site on First Street without the consent of the City. The monthly parking permits are subject to the parking rules of the parking system of the City. The Monthly Business Rate for parking permits may change over time; however, such rate for parking permits for the aforementioned 30 spaces shall equal the average for monthly surface parking permits charged by the City in the downtown.

ARTICLE V

PHASE TWO IMPROVEMENTS

Section 5.01 Developer's Contingencies – Phase 2-Dev.

The following contingencies of the Developer must be satisfied to the reasonable judgment of the Developer, failing which the Developer may elect to not proceed with Phase 2-Dev of the Project and the City shall have those rights and remedies as described in this Development Agreement.

(a) *Permits and Approvals.* The Developer shall submit such appropriate applications and shall have received all necessary non-appealable Permits and Approvals required to complete the improvements in Phase 2-Dev of the Project, based on the Project Schedule at Exhibit D. The Developer shall pay the sum of One Hundred Dollars (\$100.00) per day for each day beyond the deadline set forth in the Project Schedule that the Developer fails to submit its site plan application for Phase 2-Dev to the Planning Board, provided that if such failure exceeds Sixty (60) days from the deadline set forth in the Project Schedule for submission of a site plan application for Phase 2-Dev, this Development Agreement shall be null and void.

Such payments shall be non-refundable and non-applicable to any other obligations of the Developer pursuant to this Development Agreement. The City agrees to cooperate with the Developer in completing applications and making submissions in connection with obtaining the Permits and Approvals. The Permits and Approvals for the Phase 2-Dev of the Project shall be in compliance with any and all applicable ordinances, codes, rules and regulations of the City of Dover and/or the State of New Hampshire. The Developer shall provide written notice, prior to the filing of any respective application, of any Permit or Approval requiring zoning relief or waivers of any land use ordinances, rules or regulations, which relief or waivers shall be reasonably acceptable to the City and consistent with the spirit and intent of the Project, as envisioned by this Development Agreement. In the event that the Developer has not received the Permits and Approvals within the respective deadlines set forth in the Project Schedule, but is diligently pursuing same, then the Developer may extend such deadlines for up to and including three (3) additional thirty (30) day periods by giving written notice to the City prior to the expiration of the then current term, and tendering the sum of Twenty Five Hundred Dollars (\$2,500.00) for each 30-day extension. Payments for the extension of the deadline for Permits and Approvals for Phase 2-Dev shall be non-refundable and not applicable to any of the Developer's obligations under this Agreement.

(b) *Phase 2-Dev Financing.* Prior to the applicable deadline in the Project Schedule, the Developer shall have obtained a preliminary letter of commitment from a banking institution or lender acceptable to the Developer for the development of Phase 2-Dev of the Project, in an amount of not less than Five Million Dollars (\$5,000,000.00), at prevailing rates and upon such terms and conditions as are reasonably acceptable to the Developer. The Developer shall provide a copy of the financing commitment to the City. In the event that the City reasonably deems any condition of financing to be unacceptable, the City shall notify the Developer in writing. The Developer shall have a reasonable period of time, not to exceed sixty (60) days, to resolve such matters to the reasonable satisfaction of the City. If the Developer elects not to undertake such resolution or fails to effect a resolution within such time period, then this Development Agreement shall terminate. Pursuant to the Project Schedule, the Developer shall provide a copy of the final financing commitment to the City. The Project is not dependent on the securing of any public financing or other financial assistance from the City for the development of Phase 2-Dev.

Section 5.02 Remedies Upon Termination of Phase 2-Dev.

In the event that this Development Agreement is terminated prior to the commencement of construction of the improvements in Phase 2-Dev, then the City shall have the option, but not the obligation to require the Developer to convey the lot on which the Phase 2-Dev improvements were intended to the City or its designee. To the extent that the lot on which the Phase 2-Dev improvements is not a separate lot of record, the City may, in the name of the Developer and as part of its authority under the Limited Power of Attorney, subdivide such lot from the Project Site. The remedy set forth in this Section is not the sole or exclusive remedy of the City in the event of the termination of Phase 2-Dev, and the City reserves any and all other rights and remedies under this Development Agreement, the Phase 2-Dev Performance Mortgage, at law or in equity. The obligation of the Developer in this section shall be secured by the Performance Mortgage.

ARTICLE VI

CONSTRUCTION AND MAINTENANCE OF PROJECT IMPROVEMENTS; PUBLIC IMPROVEMENTS;

Section 6.01 Duty of Developer to Construct.

The Developer acknowledges and agrees that the Project shall be constructed in accordance with this Agreement, including those improvements identified in Exhibit B, and the Permits and Approvals. The construction of the Project shall also be in compliance with the applicable codes, ordinances, rules and regulations of the City and the State of New Hampshire.

Section 6.02 Changes to Project Conceptual Plans, Design, Construction.

During the Developer's prosecution of the Permits and Approvals, the Developer may alter the design or construction of the Project, as described in this Development Agreement, including the Project description at Exhibit B and the Project Plans at Exhibit C, subject to the consent and approval of the City, acting by and through its City Manager, which approval shall not be unreasonably withheld. Any changes to the design or construction of the Project considered material by the City Manager, in the City Manager's sole discretion, shall require approval by the City Council. Following the issuance of Permits and Approvals, any material changes to the design or construction of the Project which vary from the Permits and Approvals, shall require the approval of the appropriate board, department, office, agency, officer or employee, in addition to the approval of the City, as set forth above.

Section 6.03 Project Status

During the term of this Development Agreement, the Developer shall, upon request, supply the City with any relevant information regarding the Project, including the status of efforts by the Developer to obtain financing or occupants for the Project. The City agrees to maintain the confidentiality of such information, as may be requested from time to time by the Developer.

Section 6.04 Surety for Project Development

To ensure the timely and proper completion of the improvements for each phase, the City shall require the posting of a letter of credit or other financial surety in a form and upon such conditions as are acceptable to the City, in its reasonable discretion, in an amount equal to all sources of the development financing provided by Developer's lenders for the construction of the improvements for that respective phase. The Developer shall cooperate in identifying all sources of development financing for each phase of the Project, as well as providing plans, cost estimates and information to the City to establish the estimated costs of such phase. The surety shall be posted prior to the issuance of building permits for each respective phase, and shall be maintained through the issuance of certificates of occupancy for such phase. The City shall

cooperate with the Developer to reduce the amount of the surety from time to time, but no more often than once per month, as portions of the improvements in each phase are satisfactorily completed.

Section 6.05 Development of Public Improvements – Phase 1-Dev

The Developer shall be required to expend a minimum of One Hundred Twenty Thousand Dollars (\$120,000.00) for public improvements (the “Minimum Public Improvement Expenditure”) during Phases 1-Dev and 2-Dev; at least Ninety Thousand Dollars (\$90,000.00) shall be expended during Phase 1-Dev and the remainder shall be expended during Phase 2-Dev; The Developer is not obligated to spend more than the Minimum Public Improvement Expenditure toward public improvements. These costs shall be defined actual costs paid by the Developer. The Developer may use the Minimum Public Improvement Expenditure toward any of the improvements listed in this paragraph. The Developer may provide, at its expense, other public improvements aside from those covered by the Minimum Public Improvement Expenditure. Any public improvement that the Developer decides to complete at its expense in Phases 1-Dev and 2-Dev, separate from those covered by the aforesaid Minimum Public Improvement Expenditure, must be approved by the Planning Board in order to gain offset of impact fees.

The public improvements may include, but are not limited to (i) lighted walkways in, about, through and adjacent to the Project Site for use by the public, lighting and under-lighting along the Central Avenue Bridge, the Chestnut Street Bridge, and the Community Trail Trestle Bridge (ii) vegetative landscaping along the Cochecho River, (iii) “water art”, as that term is described in the Developer’s RFP Response, (iv) a public canoe/kayak launch on the Cochecho River, (v) a public fountain to be placed within the Cochecho River, (vi) a public fountain to be placed in the courtyard in building to be constructed during Phase 2-Dev, (vii) a public water bubbler drinking and refilling station, (viii) interactive stations, historical marking and mapping of the site and surrounding locale, (ix) piping and water for irrigation together with loam and vegetation to traffic peninsulas (but not the construction of the peninsula and certain related improvements, as described in the paragraph below.) and (x) a horse trough for watering the horses of the City’s mounted horse patrol.

In addition to those public improvements described above, the Developer may complete other public improvements at its expense. Any public improvements to be completed as part of the development of either phase shall be determined by the Developer in concert with and upon the approval of the Planning Board. The Developer is not obligated to undertake any public improvements, the cost of which would be in excess of the Minimum Public Improvement Expenditure. Upon request from time to time by the City, the Developer shall provide written cost estimates or certifications for the aforementioned and any other public improvements developed or to be developed as part of the Project.

In the event that the Developer and the Planning Board agree on public improvements the costs of which are in excess of the Minimum Public Improvement Expenditure, such costs may be considered upon petition by the Developer to the Planning Board as a basis for a waiver of impact fees for one or both phases. The decision to grant any waiver of impact fees is at the sole

discretion of the Planning Board, and in keeping with Article 170-23(F) of the City of Dover Impact Fee Ordinance. In the event this waiver requires City Council approval, the applicable provisions of this Development Agreement pertaining to the waiver of impact fees shall be binding upon the City Council.

Landscaping and walkway materials installed by the Developer may be brick or cobblestone to reflect the surrounding historic character of the area. Bituminous Asphalt may only be used by the Developer for walkways with the prior approval of the City.

The Developer shall pay to construct the traffic peninsulas necessary to route traffic along First Street at such locations and in the general design specified in Exhibit A. In addition thereto, the Developer shall bear the cost of striping the new parking areas along the Northerly sideline of First Street, relocating the two existing parking meters where the Proposed Easement exists together with related infrastructure. Furthermore, the Developer shall bear the cost of excavating, paving and striping the Proposed Easement area. The cost of these improvements shall not count toward the Minimum Public Improvement Expenditure.

Section 6.06 Completion of Public Improvements; Sureties.

In the event that Ninety Thousand Dollars (\$90,000.00) worth of the public improvements referenced in Section 6.05 are not completed during Phase 1-Dev, but the Developer desires certificates of occupancy for Phase 1-Dev, then the Developer must post a letter of credit or other financial surety in a form and upon such conditions which are acceptable to the City, in its reasonable discretion, in an amount equal to 115% of the cost of the development of the improvements to reach the Ninety Thousand Dollar (\$90,000.00) agreed level. The Developer shall not obtain any certificate of occupancy for Phase 1-Dev until such time as the provisions of this paragraph are satisfied. For instance, should the Developer have expended only Seventy Thousand Dollars (\$70,000.00) in public improvements during Phase 1-Dev, then the Developer must provide to the City a letter of credit or other financial surety in the amount of Twenty Three Thousand Dollars (\$23,000.00). All public improvements required to be completed pursuant to the Developer's Minimum Public Improvement Expenditure obligation shall be completed by the time that certificates of occupancy for Phase 2-Dev are sought.

Section 6.07 Maintenance of Public Improvements and Off-Site Improvements on Public Property.

Except for the maintenance, repair and replacement, including snow plowing and snow removal, of the sidewalks that the public will be granted the right to use on the Project Site, following acceptance of such sidewalks by the City, the Developer shall be required to light, maintain, repair and replace, at its sole cost and expense, any and all public improvements required for the Project, including any and all off-site improvements on public property, related to the Project, and including but not limited to those in the Proposed Easement, as well as any lighting, landscaping, water art, or the canoe/kayak launch. The City shall grant the Developer appropriate easements or licenses for the lighting, maintenance, repair and replacement of such improvements. In the event that the Developer fails to light, maintain, repair and replace such improvements in the same or better state of repair as other similarly-situated improvements in the

City, the City shall provide written notice to the Developer. If the Developer has not undertaken work to properly maintain, repair or replace such improvements within thirty (30) days of written notice; or such additional time as the City and the Developer mutually agree is reasonably needed to cure such default, then the City may, at its option, undertake such work and the Developer shall be required to compensate the City for its fees, costs and expenses, including the reasonable value of staff time, equipment use, and reasonable attorney's fees and costs. The City shall undertake such sidewalk maintenance, repair, replacement, plowing and snow removal in accordance with its general city-wide policies and practices for such work. The Developer shall determine the lighting design, direction and fountain schedule depending upon season of the year and day light hours.

The Developer shall be responsible for all repair and maintenance of the Proposed Easement, as outlined in section 4.08.

ARTICLE VII

TAXES; TAX GUARANTEES

Section 7.01 Targeted Taxes.

A critical element in the decision of the City to enter into this Development Agreement and to undertake any financing and construction of certain improvements in the downtown area in the future which shall inure, in part, to the benefit of the Developer, is the generation of *ad valorem* real property taxes for the productive redevelopment of the Project Site. To that end, the Developer warrants that:

(a) *Phase 1-Dev Tax Guarantee.* Commencing upon the earlier of the tax year immediately following the date on which the Developer is issued a certificate of occupancy for the improvements in Phase 1-Dev, or the tax year commencing in 2016 (the first payment of which is due in December 2015), the Developer shall guarantee that the *ad valorem* taxes attributable to the land, buildings and improvements for Phase 1-Dev shall be equal to those *ad valorem* taxes due as if the equalized assessed value of the land, buildings and improvements in Phase 1-Dev is no less than Five Million One Hundred Dollars (\$5,100,000.00) being the "Phase 1-Dev Guaranteed Assessed Value". Thereafter, and prior to the commencement of each of the succeeding twenty four (24) tax years (the "Tax Guarantee Period"), the Phase 1-Dev Guaranteed Assessed Value is likely to increase based on revaluation of the land, buildings and improvements in Phase 1-Dev. At no time during the Tax Guarantee Period shall the assessed value for the land, buildings and improvements in Phase 1-Dev decrease below the Phase 1-Dev Guaranteed Assessed Value. At any time during the Tax Guarantee Period, the City may conduct a revaluation of the land, buildings and improvements in Phase 1-Dev. The Phase 1-Dev Tax Guarantee shall terminate at the end of the Tax Guarantee Period.

(b) *Phase 1-Dev and 2-Dev Tax Guarantee.* Commencing upon the earlier of the tax year immediately following the date on which the Developer is issued a certificate of occupancy for the improvements in Phase 2-Dev, or the tax year commencing in 2021 (the first

payment of which is due in December 2020), the Developer shall guarantee that the *ad valorem* taxes attributable to the land, buildings and improvements for Phase 1-Dev and Phase 2-Dev shall be equal to those *ad valorem* taxes due as if the equalized assessed value of the land, buildings and improvements in Phase 1-Dev and Phase 2-Dev (the “Phase 1-Dev and Phase 2-Dev Guaranteed Assessed Value”) totals no less than Ten Million One Hundred Thousand Dollars (\$10,100,000.00). Thereafter, prior to the commencement of each succeeding tax year during the Tax Guarantee Period, the Phase 1-Dev and Phase 2-Dev Guaranteed Assessed Value is likely to increase based on revaluation of the land, buildings and improvements in Phases 1-Dev and 2-Dev. At no time during the Tax Guarantee Period shall the assessed value for the land, buildings and improvements for Phase 1-Dev and Phase 2-Dev decrease to less than the Phase 1-Dev and Phase 2-Dev Guaranteed Assessed Value. At any time during the Tax Guarantee Period, the City may conduct a revaluation of the land, buildings and improvements in Phases 1-Dev and 2-Dev. The Phase 1-Dev and Phase 2-Dev Tax Guarantee shall terminate at the end of the Tax Guarantee Period.

The Developer shall cooperate with the City to provide information, including cost certifications, leases, and other documents in connection with each phase of the Project to permit an accurate assessed valuation for each phase of the Project.

Section 7.02 Tax Shortfalls; Security for Tax Shortfalls.

To the extent that in any tax year during the Tax Guarantee Period, the *ad valorem* real property taxes assessed for Phase 1-Dev are less than the Phase 1-Dev Tax Guarantee (the first payment of which is due in December 2015), then the Developer shall be responsible for the payment of the difference (the “Ad Valorem Tax Payment Obligation”).

To the extent that in any tax year during the Tax Guarantee Period, the *ad valorem* real property taxes assessed for Phases 1-Dev and 2-Dev are less than the Phase 1-Dev and Phase 2-Dev Tax Guarantee (the first payment of which is due in December 2020), then the Developer shall be responsible for the payment of the difference (also an “Ad Valorem Tax Payment Obligation”).

Any Ad Valorem Tax Payment Obligation shall be due and owing at the same time that taxes are generally due for City property owners, and shall be treated as an obligation for the payment of taxes for all purposes related to enforcement of the obligation. The Ad Valorem Tax Payment Obligations shall be secured by the Performance Mortgages. Additionally, the first year of the Phase 1-Dev Tax Guarantee sum and the first year of the Phase 1-Dev and Phase 2-Dev Tax Guarantee sum shall be secured by a letter of credit or other form of surety reasonably acceptable to the City. Such surety for the Phase 1-Dev Tax Guarantee shall be posted with the City on or before the earlier of the issuance of the first certificate of occupancy for Phase 1-Dev or November 15, 2015. Such surety for the Phase 1-Dev and Phase 2-Dev Tax Guarantee shall be posted with the City on or before the issuance of the first certificate of occupancy for Phase 2-Dev.

Section 7.03 Sewer Investments.

The Developer shall be required to pay water and sewer investment fees for Phase 1-Dev in three equal installments with the first installment being due July 1, 2015, the second installment being due July 1, 2016 and the final installment being due July 1, 2017.

The Developer shall be required to pay water and sewer investment fees for Phase 2-Dev in three equal installments with the first installment being due January 1, 2021, the second installment being due January 1, 2022 and the final installment being due January 1, 2023.

The Developer may wish to upgrade of the sewer line now running easterly and westerly across said Project Site such that the sewer line is encased in cement. See Site Design attached hereto and marked within Exhibit A. If the upgrade is to occur, the Developer shall be required to engineer the upgrade project and encase the piping in cement, all to the reasonable satisfaction of the City.

In the event the Developer upgrades the sewer line now running easterly and westerly across the Project Site, then the Developer shall be credited the sewer investment fees for Phase 1-Dev at the time that the sewer line is upgraded, based on the cost of the upgrade. In the event that the cost to upgrade the sewer line is less than the total sewer investment fees for Phase 1-Dev, then the Developer shall be required to pay the remaining sewer investment fees sum for Phase 1-Dev on January 1, 2017. In the event the cost to upgrade the sewer line is greater than the amount that the Developer shall be required to pay for sewer investment fees for Phase 1-Dev, then the City shall credit the remainder against the investment fees to be paid for Phase 2-Dev at the time sewer investment fees are due for Phase 2-Dev, as stated above. In the event that the cost to upgrade the sewer line exceeds the aggregate of all sewer investment fees for the Project, all such excess costs shall be borne by the Developer.

Section 7.04 Impact Fees

All impact fees for Phase 1-Dev shall be paid on or before the Certificate of Occupancy is granted to the Developer for Phase 1-Dev. All impact fees for Phase 2-Dev shall be paid on or before the Certificate of Occupancy is granted to the Developer for Phase 2-Dev.

ARTICLE VIII

PERFORMANCE MORTGAGES; EVENTS OF DEFAULT; PROJECT SITE RECONVEYANCE

Section 8.01 Project Subject to Performance Mortgages.

The Developer's obligations under this Agreement shall be secured by two performance mortgages granted by the Developer to the City on the Project Site, one performance mortgage for Phase 1-Dev and one performance mortgage for Phase 2-Dev. The form of these performance mortgages is attached hereto as Exhibit F. The exact definition of metes and bounds shall be defined by the parties prior to the closing but shall constitute the conveyance of the "Project Site" in its total which "Project Site" is defined in the Recitals of this Land Development

Agreement. The common boundary line between Phase 1-Dev parcel and Phase 2-Dev parcel shall be determined by the Developer prior to the date of closing. In essence, the deed defining the Phase 1-Dev parcel shall reflect the area to be developed during Phase 1-Dev and the deed defining the Phase 2-Dev parcel shall reflect the areas to be developed during Phase 2-Dev. The westerly boundary line of Phase 1-Dev deed shall be the easterly boundary line of Phase 2-Dev deed. The Performance Mortgages shall be granted by the Developer to the City at the Closing. The Performance Mortgages shall be in addition to any financial sureties customarily required by the City for the construction and development of property or as required by this Development Agreement. The Performance Mortgages shall be a first mortgage on the lot designated for the Phase 2-Dev improvements, and shall be a subordinate mortgage on the lot designated for the Phase 1-Dev improvements. The City shall reasonably cooperate with any lender(s) of the Developer regarding (i) the partial release of the Performance Mortgages upon the satisfactory completion of those obligations in each phase secured by such Mortgage, and (ii) the exercise of rights by the City to enforce the covenants within that mortgage, provided that the Performance Mortgages are not subject to discharge or termination without the written consent of the City in the event of a foreclosure of those lenders' mortgages.

Section 8.02 Events of Default.

The following shall constitute events of default under this Development Agreement:

(a) *Material Breach of Agreement.* The material breach by the Developer of its duties and obligations under this Agreement or any related agreement or document, including the failure to pay any sums pursuant to this Agreement, when due, followed by the failure by the Developer to cure such breach within fifteen (15) days of written notice of such breach by the City; or such additional time as is reasonably needed to cure such default, provided the Developer is diligently pursuing a cure of the default.

(b) *Failure to Adhere to Project Schedule.* The failure of the Developer to fulfill those duties and obligations in a timely manner, TIME BEING OF THE ESSENCE, as set forth in this Development Agreement, including the Project Schedule.

(c) *False Statements.* Any statement, representation or warranty made by the Developer in this Development Agreement or in connection herewith, or any statement, report, schedule, certificate, or other instrument furnished by the Developer proves to be false, incorrect or misleading in any material respect;

(d) *Invalid Agreement.* Any material provision of this Development Agreement or any related agreement or document which, at any time for any reason, ceases to be valid and binding on or declared to be null and void, or the validity or enforceability thereof shall be contested by the Developer, or the Developer denies that it has any or further liability or obligation under this Agreement or any other related agreement or document.

(e) *Failure of Security.* If the security interests and liens created by the Performance Mortgage shall cease to be valid and perfected security interests or liens, as the case may be, in favor of the City with the priorities stated therein;

(f) *Failure to Obtain or Lapsing of Permits and Approvals.* The failure of the Developer to obtain and/or maintain in a timely manner all Permits and Approvals, including any certificates, permits, variances, special exceptions and/or other approvals from all federal, state and municipal authorities, including without limitation all approvals and permits relating to subdivision and site plan review, architectural design review, zoning, building codes, water supply and sewage, and environmental laws relating to the Project.

(g) *Attempted Assignment.* The Developer assigns or attempts to assign its rights under this Development Agreement or any interest therein.

(h) *Construction Breach.* The Developer does not construct the Project, including any public improvements, in accordance with approved plans and specifications or this Development Agreement, or the Developer makes any material change to such plans and specifications without receiving the prior written consent of the City.

(i) *Liens.* Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, are filed against the Project Site and/or the related improvements which are not be discharged or bonded within thirty (30) days of such filing or such greater period of time as shall be permitted by the terms of this Development Agreement.

(j) *Cessation of Work.* Any cessation occurs at any time in construction of either of the phases, once building permits are issued, for more than thirty (30) days except for strikes, riots, or other causes beyond the Developer's control, or if any substantial change is made in the Project Schedule for the construction of the Project without the written consent of the City.

(k) *Tax Liens.* A filing against or relating to the Developer or its principals of (i) a federal tax lien in favor of the United States of America or any political subdivision of the United States of America, or (ii) a state tax lien in favor of any state of the United States of America or any political subdivision of any such state, which is not dismissed within sixty (60) days of the filing date thereof or which the Developer is not contesting in good faith.

(l) *Assignment for Benefit of Creditors; Insolvency.* If the Developer makes an assignment for the benefit of creditors, or institutes any proceeding seeking relief on its behalf as debtor or to adjudicate it as insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, or consents by answer or otherwise to the institution of any such proceeding against it.

(m) *Bankruptcy.* If any proceeding is instituted against the Developer seeking to have an order for relief entered against it as debtor or to adjudicate it as bankrupt, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to bankruptcy or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, which either (i) results, without the consent or acquiescence of

the Borrower in any such entry of an order for relief, adjudication of bankruptcy or issuance or entry of any other order having a similar effect, or (ii) is not dismissed within forty-five (45) days of the date any such order or adjudication is entered.

(n) *Injunctive Relief.* The entry of any court order which enjoins, restrains or in any way prevents the Developer from fulfilling all or any part of its obligations under this Development Agreement, which is not dismissed within thirty (30) days of the filing date thereof or which the Developer is not contesting in good faith;

(o) *Sale; Transfer of Project Site.* The sale (except in the ordinary course of business), transfer, encumbrance, conveyance or other disposition of all or any portion of the Project Site until such time as the respective Performance Mortgage has been released or discharged as to such portion of the Project Site.

(p) *Merger, Dissolution, Consolidation.* The dissociation, dissolution, termination, liquidation, consolidation or merger of the Developer, or any change in the identity, authority or responsibilities of any person having management or policy authority with respect to the Developer from that existing at the execution of this Agreement, without prior written consent from the City.

Section 8.03 Re-Conveyance of Project Site as Remedy.

In the event that the Project Site is conveyed to the Developer, and the Developer is in default of its obligations under this Development Agreement, the City shall have the option, but not the obligation, to repurchase and require the reconveyance of all or any portion of the Project Site not yet issued a certificate of occupancy, subject to the terms and conditions in this Development Agreement. Additionally, the City may, at its option, elect not to repurchase or require reconveyance of any portion of the Project Site which has been substantially commenced, provided that the City is assured, to its reasonable satisfaction, of the Developer's ability to complete the development commenced. The obligation to re-convey the Project Site or any portion thereof to the City shall be secured by the Performance Mortgages. Once the obligations of the Developer covered by each respective Performance Mortgage are completed, then that respective Performance Mortgage shall be discharged by the City within 60 days.

If the City exercises its option to require reconveyance of all a portion of the Project Site to the City, the following notice and pricing procedures shall be followed by the parties:

(a) *Notice.* The City shall deliver to the Developer written notice of its intent to repurchase all or a portion of the Project Site to which it may have reconveyance rights, including in said notice a specific description of the portion(s) of the Project Site intended to be repurchased together with a delineation/explanation of all public improvements relating to said portion of the Project Site (the "Designated Land").

(b) *Debt Information.* As soon as practicable, but within thirty (30) days of the Developer's receipt of the notice, the Developer shall inform the City of its outstanding debt owed to institutional lenders and/or equity investors pursuant to securitized agreements

(including, but not limited to, mortgage deeds encumbering the Designated Land) constituting secured debt/investment in those portions of the Project Site which the City designates for repurchase (the “Developer’s Outstanding Secured Indebtedness”).

(c) *Price Negotiation.* Upon receipt, the City shall negotiate in good faith with the Developer to agree upon a repurchase price for the lien-free reconveyance of the Designated Land.

(d) *Resolving Repurchase Price.* In the event that the parties fail to reach an agreement on a repurchase price within forty five (45) days of the City’s notice of intent to repurchase, the City and the Developer shall each retain, at their respective costs, an appraiser to appraise the fair market value of the Designated Land and both appraisers shall designate a third appraiser to either mediate a concurring opinion of value or, with or without said third appraiser completing a third appraisal at a cost to be shared by the parties, said third appraiser shall determine the fair market value of the Designated Land. That fair market value shall, if greater than the Developer’s Outstanding Secured Indebtedness, be the price to be paid by the City or its designee, for the Designated Land.

(e) *Impact of Debt on Price.* If the Developer’s Outstanding Secured Indebtedness is greater than the fair market value of the Designated Land, then the City’s purchase price for the Designated Land shall be equal to Developer’s Outstanding Secured Indebtedness.

(f) *Subdivision.* If subdivision approval is necessary to enable reconveyance of the Designated Land, the cost for same, including necessary surveying and/or engineering, shall be paid by the City.

(g) *Transfer Tax.* Upon reconveyance, the parties acknowledge the recording of any deed(s) may be exempt from New Hampshire transfer tax, pursuant to RSA 78-B:2. If the City intends to exercise its reconveyance right for the purpose of having the Designated Land conveyed in the name of a private third party designated by the City, the parties (including the City’s designee) agree to cooperate in structuring the reconveyance to minimize the payment of New Hampshire transfer tax. In no instance shall the Developer be obliged to pay more than its customary “seller” share of any New Hampshire transfer tax.

Section 8.04 Power of Attorney to Accomplish Re-Conveyance

The Developer hereby makes, constitutes and appoints the City as its attorney-in-fact for the limited purpose of executing a deed of re-conveyance, and such other related re-conveyance and closing documents, and to accept the repurchase consideration, all at the City’s option, according to repurchase terms determined upon exhaustion of the procedures, terms and conditions outlined in this Development Agreement. The power-of-attorney shall be exercised if and only if the Developer refuses to voluntarily execute such deed and other documents, or to accept a repurchase payment. The appointment is and shall be irrevocable, intending to expedite such repurchase and reconveyance upon completion of the procedure outlined by in this

Development Agreement, to avoid the City's need to resort to court proceedings or foreclosure to effectuate its reconveyance rights.

The form of the limited power of attorney is attached hereto as Exhibit G. The original shall be retained by the City Manager, in escrow, subject to the terms and conditions of this Development Agreement. The Developer reserves all rights at law and equity, including the right to seek injunctive relief, to prevent unauthorized or improper use of the original Limited Power of Attorney inconsistent with this Development Agreement.

Section 8.05 Non-Exclusive Rights and Remedies.

In the event of a default of the Developer's obligations under this Development Agreement or any collateral document related to this Development Agreement, the City shall have any and all rights and remedies as set forth in this Development Agreement, in any sureties required by this Development Agreement, and in the Performance Mortgages. Such rights and remedies are non-exclusive, and the City shall have any and all other rights at law or in equity. In the event that the City must engage counsel or expend any other sums for the purpose of enforcing its rights under this Development Agreement or the Performance Mortgages, the Developer shall be responsible for the payment of the City's reasonable fees, costs and expenses, including attorney's fees.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Agreement Termination.

In instances throughout this Development Agreement where termination of this Agreement occurs, and unless otherwise stated in this Development Agreement, termination must be accomplished by a writing provided by the Developer to the City within the deadlines set forth in the Project Schedule. Upon any such termination, neither party shall have any further rights or obligations hereunder except those obligations that expressly survive such termination, and except where otherwise stated, the Deposit shall be returned to the Developer.

Section 9.02 Indemnification.

The Developer releases the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, from, agrees that the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, shall not be liable for and indemnifies the City, the members of the City Council and the City's respective officers, attorneys, board members, agents and employees against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Developer, its agents or anyone who is directly

employed in connection with (i) this Development Agreement or (ii) the Project, including the construction of the Project and the maintenance, repair and replacement of any improvements which the Developer is required to undertake pursuant to this Development Agreement or any Permit or Approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Development Agreement, willful misconduct or fraudulent action of the City, the members of the City Council and the City's respective officers, attorneys, agents and employees.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the City, any member of the City Council or any officer, attorney, board member, agent or employee of the City, in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Developer, and the Developer upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceedings. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Developer in writing, or (ii) the Developer has failed to assume the defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Developer, and such indemnified party may have one or more legal defenses available to it which are different from or additional to those available to the Developer, in which case, if the indemnified party notified the Developer in writing that it elects to employ separate counsel at the Developer's expense, the Developer shall not have the right to assume the defense of such action on behalf of such indemnified party and the Developer shall be responsible for payment of the fees and expense of such separate counsel.

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

Section 9.03 Notices.

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

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

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

Developer: First Street at Garrison, LLC
466 Central Avenue, Suite 12
Dover, New Hampshire 03820

With a copy to: _____

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

Section 9.04 Severability.

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

Section 9.05 Successors and Assigns.

This Development Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Assignment of this Development Agreement by the Developer shall not be permitted without the prior written consent of the City. In connection with any such consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all

obligations of the Developer hereunder or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment of this Development Agreement shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved by the City. Notwithstanding the foregoing, the prior written consent of the City shall not be required for a collateral assignment of this Development Agreement by Developer to an institutional commercial lender for the express purpose of obtaining a loan for the construction of the Project or a portion thereof.

Section 9.06 Waiver.

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

Section 9.07 Merger.

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

Section 9.08 Parties in Interest.

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

Section 9.09 Amendment.

This Development Agreement may be amended, from time to time, by written supplement hereto and executed by both the City and the Developer. The City Manager shall have authority to agree to the amendment of this Agreement on behalf of the City without further action of the City Council. Any amendment considered material by the City Manager, in the City Manager's sole discretion, shall require the approval of the City Council.

Section 9.10 Time is Of the Essence.

The City and the Developer have agreed on the Project Schedule for the redevelopment of the Project Site, as set forth at Exhibit D of this Development Agreement. It includes specific deadlines, including deadlines for the performance of certain duties and obligations by the Developer. The parties acknowledge that TIME IS OF THE ESSENCE in the timely performance of such duties and obligations.

Section 9.11 Force Majeure

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

Section 9.12 Counterparts.

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

Section 9.13 Effective Date.

This Development Agreement replaces, in its entirety, the parties Original Agreement dated July 24, 2013 and shall be effective as of the dated date of this Development Agreement.

Section 9.14 Survival of Covenants

The covenants and agreements contained within this Development Agreement shall survive the closing.

[Signature Page follows]

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

CITY OF DOVER, NEW HAMPSHIRE

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

FIRST STREET AT GARRISON, LLC

David Bamford, duly authorized as Manager

Kevin McEneaney, duly authorized as Manager

Exhibit A

Property Description

(See attached)

Exhibit B

Project Improvements and Phasing

BUILDING DESIGN

Architecture for the Project buildings shall be of a traditional design in keeping with the historic nature of the City's downtown area and the Dover Waterfront Design Guidelines (adopted November 10, 2008). The upper stories of the buildings shall have balconies that surround the building, with the southerly, easterly and westerly sides of the building having balconies with a view of the river. The southerly side of each building shall have ground decking or bricking running in a pattern so as to follow the contours of the river.

Each building will be compatible with nineteenth century New England traditional architecture. Fenestration, headers, lintels, corner boards, fascia, returns, and doors shall consider the nineteenth century architectural period.

The carbon footprint will be minimized as much as possible incorporating Energy saving provisions into the architecture and construction.

RESIDENTIAL UNITS

It is anticipated that each rental unit shall have two bedrooms, each bedroom having its own $\frac{3}{4}$ bath. The Developer may design some units in phase two to be three bedroom and some units to be one bedroom or studios. Each rental unit shall have solid surface counters, open concept kitchens, dining and living areas. Each living room shall have fireplaces. Each unit shall have an outside balcony.

PROJECT SITE GROUNDS, PUBLIC SPACES & WALKWAYS

The Project Site shall be developed in concert with the Dover Waterfront Design Guidelines (adopted November 10, 2008). The Project streetscape will be a continuation of the brick and cobble "feel". The architecture of the buildings requires the employment of real stone walkways and retaining walls. Imbedded lighting is likely to be employed. Period lighting on the buildings will accompany ground lighting and sidewalk lighting. An aesthetic lighting plan will provide ample visibility for safety while minimizing "light pollution".

The second phase of construction (Phase 2-Dev) will feature a "floating stage" introduced onto the river. At the river's edge, there will be a public boat launch for smaller non-motorized watercraft, and landscaping designed to enhance and not obstruct the view of the river for the enjoyment of the general public.

PHASING

PHASE 1-Dev: Phase 1-Dev shall consist of a gross building size of 45,000square feet. The building shall consist of five stories above ground, with a rooftop deck.

The first floor shall have retail and restaurant space in a figuration to be determined, together with an apron of bricking and decking to go down to and follow the contours of the river.

The second, third, fourth and fifth floor shall have residential units with a gross area of 8,804 square feet per floor.

The roof shall have a rooftop deck and access measuring 800 square feet.

During both Phase 1-Dev and Phase 2-Dev, the city shall allow developer to disrupt and fence in the area defined as the "Proposed Easement". Public improvements at a cost of not less than One Hundred Twenty Thousand Dollars (\$120,000.00) to the Developer and several of which are described in Section 6.05 shall be completed by the Developer during Phase 1-Dev. Once the public improvements costing One Hundred Twenty Thousand Dollars (\$120,000.00) have been concluded, then all improvements that the Developer desires to complete in Phases 1-Dev and 2-Dev and which are deemed to be "Public Improvements", shall have to be approved by the Planning Board to gain impact fee offsets. These "Public Improvements" would include mounted patrol water feeding, public walkways, public walkway lighting, public walkway landscaping, public walkway access to public boat launch, traffic island irrigation, island flowers, island shrubbery, river lighting, bridge lighting, and water art components.

The public improvements required for Phase 2-Dev construction such as the river lighting, bridge lighting and water art components, will be completed during Phase 2-Dev.

PHASE 2-Dev: Consists of a gross building size of 84,000± square feet, together with an underground garage measuring 14,000± square feet. The Developer intends to build a single unit building near the water on the southwesterly corner to appear as a small Carriage house. Construction of this building may interfere with the "view " of the Chestnut Street Bridge from the outdoor brick aprons sited to the south of the buildings where Developer anticipates outdoor dining. If so the Carriage House would be eliminated.

Exhibit C

Project Conceptual Plans

(See attached)

Exhibit D

Project Schedule

(Shall be agreed to once body of document has been defined.)

Phase 1-Dev

6/20/13-8/31/13	City to perform and complete Phase 2-Dev Environmental Study of property
7/24/13	City Council Approval of Original Development Agreement with Contingency asto Hazardous Waste
1/22/14	City Council Approval of Revised and Revisited Development Agreement
1/31/14	City's Right to Withdraw from Development Agreement expires
8/12/14	Planning Board Approval/State and federal permitting process
9/12/14	Expiration of 30-Day Appeal Period
9/20/14	Closing
10/30/14	Begin construction on Phase 1-Dev/Issuance of building permits
12/15/15	Completion of Phase 1-Dev, delivery of certificates of occupancy for buildings in Phase 1-Dev

Phase 2-Dev

6/1/18-9/1/18	Prepare Design Plans for Phase 2-Dev improvements
10/1/18	File Planning Board Application
10/1/18 – 2/1/19	Planning Board Approval/State and federal permitting process
3/1/19-4/1/19	Financing Process
3/1/19	Expiration of 30-Day Appeal Period
7/1/19	Begin Construction on Phase 2-Dev/ Issuance of building permits
11/1/20	Delivery of certificates of occupancy for buildings in Phase 2-Dev

Exhibit E

Permits and Approvals

1. Subdivision of Project Site into two lots.
2. Conditional Use Permit – Conservation District improvements.
3. Site Plan Approval of Project
 - a. Site Plan Approval for Phase 1-Dev.
 - b. Site Plan Approval for Phase 2-Dev.
4. NHDES Alteration of Terrain Permit
5. NHDES Shoreland Permit
6. NHDES Dredge & Fill Permit (?)
7. NHDES Wetlands Permit (?)
8. New Hampshire Department of Justice Condominium Registration (?)
9. Building Permit(s)
10. Certificate(s) of Occupancy

Insert any other approvals, permits, zoning relief, etc.

Exhibit F

Performance Mortgage

(See attached)

MORTGAGE DEED PHASE 1-DEV

FIRST STREET AT GARRISON, LLC, a New Hampshire business having an address of 466 Central Avenue, Suite 12, City of Dover, County of Strafford and State of New Hampshire, (hereinafter collectively the "Mortgagor"), for valuable consideration, grants the **CITY OF DOVER**, a New Hampshire corporate and body politic, and political subdivision of the State of New Hampshire, having an address of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter the "Mortgagee"), WITH MORTGAGE COVENANTS, to secure the:

A. The timely and proper performance and satisfaction of all obligations of the Mortgagor as provided in a certain Development Agreement by and between the Mortgagor and Mortgagee of even date, and any modifications or amendments thereto (hereinafter referred to as the "Agreement"), all as more fully described in the Agreement;

B. Payment of all sums now or hereafter advanced by the Mortgagee in accordance herewith to protect the security of this Mortgage as provided for hereinafter;

C. Payment, performance and satisfaction of Mortgagor's liabilities and other obligations under the terms, conditions, representations, warranties and covenants contained in this Mortgage and the Agreement and any and all amendments, deferrals, extensions, renewals and substitutions thereto and therefor.

The following premises:

I. **LAND:** A certain parcel of land located off First Street in Dover, Strafford County, New Hampshire, containing ____ acres (____square feet), more or less, known as a portion of Tax Map 6, Lot 3, said land having been conveyed to the Mortgagor by deed dated _____, 2013, and recorded in the Strafford County Registry of Deeds at Book _____, Page _____, and more particularly described in Exhibit A annexed hereto and hereby made a part hereof (the "Mortgaged Premises").

II. **IMPROVEMENTS AND FIXTURES:** All buildings and improvements now situated upon the Mortgaged Premises or which may hereafter be constructed on the Mortgaged Premises or added thereto, together with all fixtures now or hereafter owned by Mortgagor or in

which Mortgagor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Premises or the buildings or improvements thereon (the "Improvements").

TOGETHER WITH all privileges, and appurtenances thereto or in any way appertaining or belonging thereto, any and all rights of access serving the Mortgaged Property.

All of which land, Improvements and other property and rights hereby granted, sold and conveyed, or intended so to be, hereinafter generally referred to as the "Mortgaged Property".

The Mortgagor for itself and its successors and assigns covenants and agrees as follows:

1. Mortgagor will pay any indebtedness secured by this Mortgage at the time and in the manner as provided in the Agreement.
2. Mortgage will faithfully perform all covenants, duties and obligations as set forth in the Agreement and this Mortgage.
3. Mortgagor will keep the Mortgaged Property in good order and condition and will not permit any waste thereof, reasonable wear and tear excepted.
4. Mortgagor will keep the structures, fixtures and improvements now existing or hereafter erected or situated on the Mortgaged Property insured against loss by fire and other hazards, casualties and contingencies, said insurance to be placed with such companies and be for such periods as may be required by the Mortgagee. Such policies shall be endorsed with a standard mortgagee clause, with loss payable to the Mortgagee and the Mortgagor as their interest may appear, and shall be deposited with the Mortgagee.
5. Mortgagor will pay, before the same become delinquent or any penalty attaches thereto for nonpayment, all taxes, assessments and charges of every nature that may now or hereafter be levied or assessed, upon the Mortgaged Property or any part thereof, and will pay, before the same become delinquent or any penalty attached thereto for the nonpayment, all taxes which by reason of nonpayment create a lien prior to the lien of the Mortgage and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc. as the Mortgagee may require.
6. Mortgagor will maintain the Mortgaged Property in compliance with all federal, state and local governmental rules, regulations, laws, permits and approvals.

The Mortgagor further agrees that if there shall be any default of any of the terms, conditions, or covenants of the Agreement or this Mortgage, all sums due the Mortgagee by the Mortgagor shall at the option of the Mortgagee become immediately due and payable, and the Mortgagee or its heirs, successors and assigns shall have the STATUTORY POWER OF SALE.

This is not homestead property of either person identified as the Mortgagor in this deed.

1/16/2014 10:16 AM

DATED this ____ day of _____, 201__.

FIRST STREET AT GARRISON, LLC

Witness

David Bamford, duly authorized as Manager

Witness

Kevin McEneaney, duly authorized as
Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 201__

Personally appeared the above named David Bamford, duly authorized manager of First Street at Garrison, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 201__

Personally appeared the above named Kevin McEneaney, duly authorized manager of First Street at Garrison, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

MORTGAGE DEED PHASE 2-DEV

FIRST STREET AT GARRISON, LLC, a New Hampshire business having an address of 466 Central Avenue, Suite 12, City of Dover, County of Strafford and State of New Hampshire, (hereinafter collectively the "Mortgagor"), for valuable consideration, grants the **CITY OF DOVER**, a New Hampshire corporate and body politic, and political subdivision of the State of New Hampshire, having an address of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter the "Mortgagee"), WITH MORTGAGE COVENANTS, to secure the:

A. The timely and proper performance and satisfaction of all obligations of the Mortgagor as provided in a certain Development Agreement by and between the Mortgagor and Mortgagee of even date, and any modifications or amendments thereto (hereinafter referred to as the "Agreement"), all as more fully described in the Agreement;

B. Payment of all sums now or hereafter advanced by the Mortgagee in accordance herewith to protect the security of this Mortgage as provided for hereinafter;

C. Payment, performance and satisfaction of Mortgagor's liabilities and other obligations under the terms, conditions, representations, warranties and covenants contained in this Mortgage and the Agreement and any and all amendments, deferrals, extensions, renewals and substitutions thereto and therefor.

The following premises:

LAND: A certain parcel of land located off First Street in Dover, Strafford County, New Hampshire, containing ____ acres (____square feet), more or less, known as a portion of Tax Map 6, Lot 3, said land having been conveyed to the Mortgagor by deed dated _____, 2013, and recorded in the Strafford County Registry of Deeds at Book _____, Page _____, and more particularly described in Exhibit A annexed hereto and hereby made a part hereof (the "Mortgaged Premises").

II. IMPROVEMENTS AND FIXTURES: All buildings and improvements now situated upon the Mortgaged Premises or which may hereafter be constructed on the Mortgaged Premises or added thereto, together with all fixtures now or hereafter owned by Mortgagor or in

which Mortgagor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Premises or the buildings or improvements thereon (the "Improvements").

TOGETHER WITH all privileges, and appurtenances thereto or in any way appertaining or belonging thereto, any and all rights of access serving the Mortgaged Property.

All of which land, Improvements and other property and rights hereby granted, sold and conveyed, or intended so to be, hereinafter generally referred to as the "Mortgaged Property".

The Mortgagor for itself and its successors and assigns covenants and agrees as follows:

1. Mortgagor will pay any indebtedness secured by this Mortgage at the time and in the manner as provided in the Agreement.
2. Mortgage will faithfully perform all covenants, duties and obligations as set forth in the Agreement and this Mortgage.
3. Mortgagor will keep the Mortgaged Property in good order and condition and will not permit any waste thereof, reasonable wear and tear excepted.
4. Mortgagor will keep the structures, fixtures and improvements now existing or hereafter erected or situated on the Mortgaged Property insured against loss by fire and other hazards, casualties and contingencies, said insurance to be placed with such companies and be for such periods as may be required by the Mortgagee. Such policies shall be endorsed with a standard mortgagee clause, with loss payable to the Mortgagee and the Mortgagor as their interest may appear, and shall be deposited with the Mortgagee.
5. Mortgagor will pay, before the same become delinquent or any penalty attaches thereto for nonpayment, all taxes, assessments and charges of every nature that may now or hereafter be levied or assessed, upon the Mortgaged Property or any part thereof, and will pay, before the same become delinquent or any penalty attached thereto for the nonpayment, all taxes which by reason of nonpayment create a lien prior to the lien of the Mortgage and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc. as the Mortgagee may require.
6. Mortgagor will maintain the Mortgaged Property in compliance with all federal, state and local governmental rules, regulations, laws, permits and approvals.

The Mortgagor further agrees that if there shall be any default of any of the terms, conditions, or covenants of the Agreement or this Mortgage, all sums due the Mortgagee by the Mortgagor shall at the option of the Mortgagee become immediately due and payable, and the Mortgagee or its heirs, successors and assigns shall have the STATUTORY POWER OF SALE.

This is not homestead property of either person identified as the Mortgagor in this deed.

DATED this ____ day of _____, 201__.

FIRST STREET AT GARRISON, LLC

Witness

David Bamford, duly authorized as Manager

Witness

Kevin McEneaney, duly authorized as
Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 201__

Personally appeared the above named David Bamford, duly authorized manager of First Street at Garrison, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 201__

Personally appeared the above named Kevin McEneaney, duly authorized manager of First Street at Garrison, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

Exhibit G

Limited Power of Attorney

(see attached)

LIMITED POWER OF ATTORNEY

First Street at Garrison, LLC, appoints the **City of Dover, New Hampshire**, a body corporate and politic, and a political subdivision of the State of New Hampshire, having a business address of 288 Central Avenue, Dover, New Hampshire 03820, as its true and lawful attorney, with the following limited powers and subject to the following conditions:

To act for First Street at Garrison, LLC, for the limited purpose of executing a deed of reconveyance to the City of Dover, New Hampshire and such other related reconveyance and closing documents, and to accept repurchase consideration, for the sole purpose of affirming any exercised repurchase/reconveyance option according to the procedures, terms and conditions outlined in a certain Development Agreement between the parties dated _____, 2013, if and only in the event of First Street at Garrison, LLC's, refusal to voluntarily execute such deed and other documents, and to accept such payment.

This Limited Power of Attorney is irrevocable, and shall not be affected by the subsequent disability or incompetence of the principals of either party.

Statutory Notices. The following notices are given pursuant to New Hampshire RSA 506:6, VI & VII:

Notice to the Principal: As the "Principal", you are using this Durable General Power of Attorney to grant power to another person (called the 'Agent' or 'Attorney in Fact') to make decisions, including, but not limited to, decisions concerning your money, property, or both and to use your money, property, or both on your behalf. If this written Durable General Power of Attorney does not limit the powers that you give to your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property, and to spend your money without advance notice to you or approval by you. Under this document, your Agent will continue to have these powers after you become incapacitated, and unless otherwise indicated, your Agent will have these powers before you become incapacitated. You have the right to revoke or take back this Durable General Power of Attorney at any time, so long as you are of sound mind. If there is anything about this Durable General Power of Attorney that you do not understand, you should seek professional advice.

Notice to the Agent: As the ‘Agent’ or ‘Attorney in Fact’, you are given power under this Durable General Power of Attorney to make decisions about money, property, or both belonging to the Principal, and to spend the Principal’s money, property, or both on the Principal’s behalf, in accordance with the terms of this Durable General Power of Attorney. This Durable General Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, you are under a duty (called a ‘fiduciary duty’) to observe the standards observed by a prudent person, which means the use of those powers that is reasonable in view of the interests of the Principal and in view of the way in which a person of ordinary judgment would act in carrying out that person’s own affairs. If the exercise of your acts is called into question, the burden will be upon you to prove that you acted under the standards of a fiduciary. As the Agent, you are not entitled to use the money or property for your own benefit or to make gifts to yourself or others unless the Durable General Power of Attorney specifically gives you the authority to do so. As the Agent, your authority under this Durable General Power of Attorney will end when the Principal dies and you will not have authority to manage or dispose of any property or administer the estate unless you are authorized to do so by a New Hampshire Probate Court. If you violate your fiduciary duty under this Durable General Power of Attorney, you may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable General Power of Attorney, or your duties under it, that you do not understand, you should seek professional advice.

My attorney-in-fact hereby acknowledges the above Notice by setting forth below the form of signature my attorney-in-fact may use:

First Street at Garrison, LLC

By: City of Dover, New Hampshire, Its Attorney-in-Fact

By:_____

**Its City Manager
Duly Authorized**

INTENDING TO BE LEGALLY BOUND, I have executed this Limited Power of Attorney on _____, 201__.

FIRST STREET AT GARRISON, LLC,

Witness

David Bamford, duly authorized as Manager

Witness

Kevin McEneaney, duly authorized as Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 201__

Personally appeared the above named David Bamford, duly authorized manager of First Street at Garrison, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 201__

Personally appeared the above named Kevin McEneaney, duly authorized manager of First Street at Garrison, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:51163081_1

Exhibit H

Commitment Letter

Preliminary Term Sheet
For Discussion Purposes Only

This letter serves to outline the salient terms and conditions as to the bank's willingness to continue to review the proposed lending opportunity. We will move forward with the approval process for the following credit facilities. This is not a commitment to lend, but rather a guideline.

Request #1

BORROWER:

TYPE:

PURPOSE:

AMOUNT:

TERM:

AMORTIZATION:

RATE:

BANK FEES:

COLLATERAL:

GUARANTORS:

ENVIRONMENTAL:

APPRAISAL:

Borrower(s) shall furnish the following financial reports:

- Reviewed financial Statements and Federal Income Tax Returns
- Personal tax returns and personal financial statements within 150 days of year end
- Company prepared statements upon request

Financial Covenants:

Borrower:

FINAL APPROVAL: The terms and conditions stated herein are preliminary and are subject to the final approval.

Exhibit I

Legal Description

A certain tract of land on the southerly side of First Street in Dover, NH, shown as a "Proposed Use Easement" on a plan entitled "Easement Plan prepared for First Street at Garrison, LLC, Tax Map 6, Lot No. 3, First Street & Chestnut Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 2, 2014; scale: 1'=20'; by: McEneaney Survey Associates, Inc. and being more particularly described as follows:

Beginning at a N.H.H.D. bound on the southerly side of First Street at the corner of First and Chestnut Streets; thence turning and running N 08°09'35" E a distance of 9.00 feet to point; thence turning and running along said First Street for the following seven courses:

S 81° 50' 25" E a distance of 523.80 feet to a point; thence
turning and running N 08° 09' 35 E a distance of 15.80 feet to a point; thence
turning and running S 81° 46' 00" E a distance of 99.000 feet to a point; thence
turning and running S 08° 09' 35" W a distance of 16.50 feet to a point; thence
turning and running N 81° 46' 00" W a distance of 92.80 feet to a point; thence
turning and running S 08°09' 35" W a distance of 8.29 feet to a point; thence
turning and running N 81° 50' 25" W a distance of 530.00 feet to the point of beginning.

Said tract containing 6,399 square feet, more or less.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: R - 2014.01.22 - 008
Resolution Re: Fourth Amendment and Lease Extension Agreement
Garrison Hill Cell Tower/Vertical Reality Properties, LLC

WHEREAS: In 1987 the City of Dover entered into an Agreement with Vertical Reality Properties, LLC to erect cell towers and buildings on City owned property on Garrison Hill; and
WHEREAS: There have been three (3) subsequent extensions to the Agreement in 1991, 1995 and 1996 with the final extension term date ending March 31, 2015; and
WHEREAS: The parties propose a Fourth Amendment and Lease Extension Agreement for an extension from April 1, 2015 to March 31, 2020, with three additional five (5) year renewal periods, which includes monthly rental payments to the City.

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

The City Manager is authorized to sign an amendment and lease extension with Vertical Realty Properties, LLC regarding the leasing of City owned property on Garrison Hill for a term of five (5) years, with three five (5) year renewal options.

AUTHORIZATION

Daniel R. Lynch 1/16/14

Approved as to Funding: Daniel R. Lynch Finance Director Sponsored by: Mayor Karen Weston By request
Approved for Legal Form and Compliance: 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 – 2014.01.22 - 008**
Resolution Re: **Fourth Amendment and Lease Extension Agreement
Garrison Hill Cell Tower/Vertical Reality Properties,
LLC**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Fourth Amendment and Lease Extension Agreement.

FOURTH AMENDMENT AND LEASE EXTENSION AGREEMENT

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

LESSOR: **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipality, located at 288 Central Avenue, Dover, NH 03820 ("Lessor");

and

LESSEE: **VERTICAL REALITY PROPERTIES, LLC**, a New Hampshire limited liability company with a mailing address of 21 Echo Brook Road, Rochester, NH 03839 ("Lessee").

EXPLANATORY STATEMENT

The history of this Lease dates back to 1987. At that point in time, there was nothing located on the original parcel of land at the top of Garrison Hill. As a result of negotiations between the City of Dover and Lessee, the parties entered into an Agreement originally for the lease of a 30 x 40 foot parcel. The annual rent was \$600, plus the use of an antenna by the City of Dover ("Original Lease"). As a result, towers were erected and buildings built to accommodate communications and electrical equipment. In 1991 an Amendment to the Lease was signed increasing the leased premises by an additional 750 square feet and rent was increased proportionately ("First Amendment"). In 1995, the Lease was again amended to provide space for municipal communications systems for all City of Dover departments such that the lease payment was reduced, but there was no charge for municipal communication systems ("Second Amendment"). In 1996, the Lease was amended again to provide additional space for the municipal communication systems and the City agreed to extend the term of the Lease until March 31, 2015 ("Third Amendment").

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:

A 30 ft. by 65 ft. parcel of land located on Abby Sawyer Memorial Highway (the "Leased Premises"), as evidenced on attached Exhibit A, which is part of Assessor's Parcel 28032-000.

1.2 The Leased Premises are leased subject to all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or

hereafter adopted by any governmental authority having jurisdiction thereof.

ARTICLE 2 - TERM OF LEASE

2.1 At the end of the term identified in the Third Amendment, the term of this Lease ("Term") is extended for five (5) years, commencing on **April 1, 2015** and expiring at 11:59 p.m. (eastern standard time) on **March 31, 2020**.

2.2 Lessee shall have the option to renew this Lease for one (1) additional five (5) year term, through 11:59 p.m. on **March 31, 2025**, on the same terms and conditions set forth in this Lease ("First Renewal Term"). Lessee shall have the option to renew this Lease for a second additional five (5) year term, through 11:59 p.m. on **March 31, 2030**, on the same terms and conditions set forth in this Lease ("Second Renewal Term"). In order to be effective, any exercise of the renewal rights must be exercised in writing by the Lessee to the Lessor no less than one hundred and twenty (120) days prior to the termination of the Term and/or the First Renewal Term.

2.3 The Term and Lessee's obligation to pay Rent shall continue in accord with the parties current Lease Agreement until March 31, 2015, and beginning on **April 1, 2015** ("the Commencement Date"), rent shall be paid in accord with this Fourth Amendment and Lease Extension Agreement.

ARTICLE 3 - RENT

Lessee shall, throughout the Term of this Lease, and any renewal thereof if applicable, pay to Lessor monthly rent for the Leased Premises in the amount equal to 2.25% of the Gross Receipts for the prior calendar year. "Gross Receipts" shall be the total amount received by Lessee from any and all subtenants, lessees, licensees, or other users of the Leased Premises or the equipment or buildings thereon, as identified on the Lessee's financial statements, tax return (if completed, understanding Lessee may file an Extension), and copies of all 1099's from commercial subtenants, lessees, or users, copies of which shall be provided to the Lessor on an annual basis by March 15th. Rent for the first year of the Term hereunder (April 1, 2015 to March 31, 2016) shall be based on the Gross Receipts for calendar year 2014. Rent for each subsequent year of the Term will be based on the Gross Receipts of the prior calendar year. For purposes of illustration only, during the Term of this Lease if Gross Receipts in an applicable calendar year total \$100,000, then the monthly Rent beginning April 1st of the following year of the Lease will be \$2,250 per month for each month until April 1st of the next year of the Lease when Rent will again be adjusted based on prior calendar year's Gross Receipts. Rent shall be paid in advance on the first day of each month, by Electronic Funds Transfer

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 and subletting, leasing, licensing communication/cell towers and accessory equipment and buildings, and for no other purpose without the Lessor's prior written consent. Recognizing that under the terms of this Lease Agreement the Lessor is compensated by Lessee based on total annual Gross Receipts, the Lessee, in operating and subletting, leasing, licensing communication/cell towers and accessory equipment and buildings on the Leased Premises, shall be compensated by third parties in a manner that will result in said compensation being reported on the Lessee's financial statements, tax return, and copies of all 1099's from commercial subtenants, lessees, or users.

4.2 As additional consideration hereunder, the Lessor shall have the right to install and use antennas upon a support structure as specifically identified below, for the following departments and/or purposes for the City of Dover:

- (i) Existing antenna space at the top of the monopole for the City's SCADA System;
- (ii) Existing antenna location on the telephone pole for the City's School Department for the existing equipment;
- (iii) Existing antenna location on top of the lattice tower for the City's Water and Sewer Department to allow for remote read of water meters for billing purposes;
- (iv) Existing antenna location on top of the lattice tower to be utilized by a third party vendor of the City to assist in monitoring and controlling traffic lights throughout the City;
- (v) A location to be determined for purposes of allowing for GPS surveying throughout the City, subject to limitations below. The parties acknowledge that this antenna may have to be placed on a Lessor provided structure outside the Leased Premises, in which case the Lessor may place the affiliated radio equipment in the existing building or outside in a NEMA 4 enclosure.

The parties agree that if the Lessor needs additional space on a support structure for additional City services the parties will work together in good faith to allow for additional use of the support structure by the Lessor, in a way that will not impact other users. Further, the parties agree that power is presently provided on site by the Lessee and/or its tenants to operate equipment of both the Lessor and the Lessee and that the parties will work in good faith over the term(s) of this Agreement to ensure that power continues to be provided, including ensuring continued provision of a back-up power source. Further, the parties agree that the Lessor's use of existing space, or any additional space needs, will be within the confines of the space Lessee has available due to contracts, agreements or subleases with other users. The parties acknowledge that the use of the support structure may also require coordination and approval by Global Signals/AT&T and/or its successors in interest. The above antenna locations will be provided without charge to the Lessor. Any equipment supporting said antennas will be installed in the Lessor controlled structure not located on the demised premises, or if agreed to by the parties, in the Lessee's structure located on the leased Premises.

The Lessor shall not use their antenna systems and equipment for commercial purposes, nor shall they allow a third-party to use Lessor's systems and equipment for commercial purposes.

ARTICLE 5 - INSTALLATIONS AND ALTERATIONS

5.1 Lessee shall not add any additional structures on the Leased Premises without the prior written consent of Lessor and following submission of plans and specifications to the Lessor. The Lessee shall be permitted to make modifications and alterations to existing structures for technological reasons with advanced written notice to the Lessor. All such modifications and alterations 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, that before the termination of this Lease, or within 15 days thereafter, Lessee may promptly remove the modifications or alterations 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, said improvements shall become property of the Lessor.

Nothing herein shall be construed to convey rights of any sublessee, subtenant, lessee or user to their property, antenna, improvements, or equipment, and they shall be allowed to remove said property, antenna, improvement, or equipment within a reasonable time following the termination of this Lease Agreement.

ARTICLE 6 - INSURANCE AND INDEMNITY

6.1 The Lessee shall maintain comprehensive general liability insurance on the Leased Premises in an amount of One Million (\$1,000,000.00) Dollars combined single limits with Lessor as a named additional insured.

6.2 Lessee agrees to defend and indemnify Lessor against any claims brought or actions filed against Lessor in respect to this Lease Agreement, whether such claims or actions are rightfully or wrongfully brought or filed, and against all costs incurred by Lessor herein. In the event an action should be filed with respect to the subject of indemnity herein, Lessor agrees that Lessee may employ an attorney of Lessee's own selection to appear and defend the action, on behalf of the Lessor at the expense of Lessee. Any indemnity hereunder is conditioned upon the Lessor giving notice to the Lessee of any claim indemnified against hereunder, within ten (10) business days after the claim has been submitted to the Lessor.

ARTICLE 7 - MECHANIC LIENS OR CLAIMS

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

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

ARTICLE 8 - DESTRUCTION AND RESTORATION

8.1 If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessee, within 90 days after the occurrence of such casualty, may terminate this Lease upon written notice to the Lessor.

8.2 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 Lessee does not elect to terminate this Lease as provided in Paragraph 8.1 above, then Lessee shall repair the damage with reasonable dispatch after notice of such casualty.

8.3 If this Lease is terminated as provided in Paragraph 8.1 above, the Rent, including additional rent, shall be apportioned to the time of the casualty. If this Lease is not terminated and Lessee elects to restore or repair the Leased Premises as provided in Paragraph 8.2 above, then the Rent payable by Lessee 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 9 - ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time, with notification to Lessee, or at any time in emergencies. Lessor and its agents shall have the right to access the Leased Premises for the purpose of maintaining or repairing Lessor's systems and equipment. In the event a third party vendor requires access for the purposes identified above, they shall be escorted by a representative of the Lessor. Any keys provided for such access, shall not be duplicated by Lessor.

ARTICLE 10 - REAL ESTATE TAXES

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 this Lease Agreement by the Lessor.

ARTICLE 11 - DEFAULT BY LESSEE

11.1 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 11:

- (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 15 days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than 3 times in any 18 month period;

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

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

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

(e) If Lessee, 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;

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

11.2 In the event of any default or breach by the Lessee as specified in Article 11.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on 30 days prior written 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 and reasonable attorneys' fees, accrue as additional rent due Lessor.

11.3 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.

11.4 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 12 - HOLDING OVER

If Lessee remains in possession of the Leased Premises after the expiration of the Term, the

First Renewal Term, or the Second Renewal Term without the renewal of the Lease or execution of a new Lease, Lessee, at the option of Lessor, shall be deemed to be occupying the Leased Premises as a tenant at sufferance until such time as a court of competent jurisdiction awards Lessor possession of the Leased Premises, at a monthly rental equal to the amount of rent payable during the last month of the Lease Term, the First Renewal Term, or the Second Renewal Term. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

ARTICLE 13 - ENVIRONMENTAL COMPLIANCE

13.1 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.

13.2 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 require a permit under the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

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

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

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

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

ARTICLE 14 - 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 Manager
City of Dover
288 Central Avenue
Dover, NH 03820

If to Lessee: Vertical Reality Properties, LLC
21 Echo Brook Road
Rochester, NH 03839

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

ARTICLE 15 - MISCELLANEOUS

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 The parties hereby ratify and affirm all of the terms and conditions of the original Lease, except as amended and revised as stated above.

15.6 Lessee may not assign its interest in this Lease Agreement without the express written consent of the Lessor, which consent shall not be unreasonably withheld.

15.7 This Lease Agreement has been entered into in the State of New Hampshire and shall be interpreted pursuant to New Hampshire law. Any action filed in Court by either party to interpret and/or enforce this Lease Agreement shall be brought in the courts of Strafford County.

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and James R. Andrews, Member of Vertical Reality Properties, LLC have executed duplicate originals of this Lease Agreement on January _____, 2014.

SIGNATURES TO FOLLOW

CITY OF DOVER, NEW HAMPSHIRE

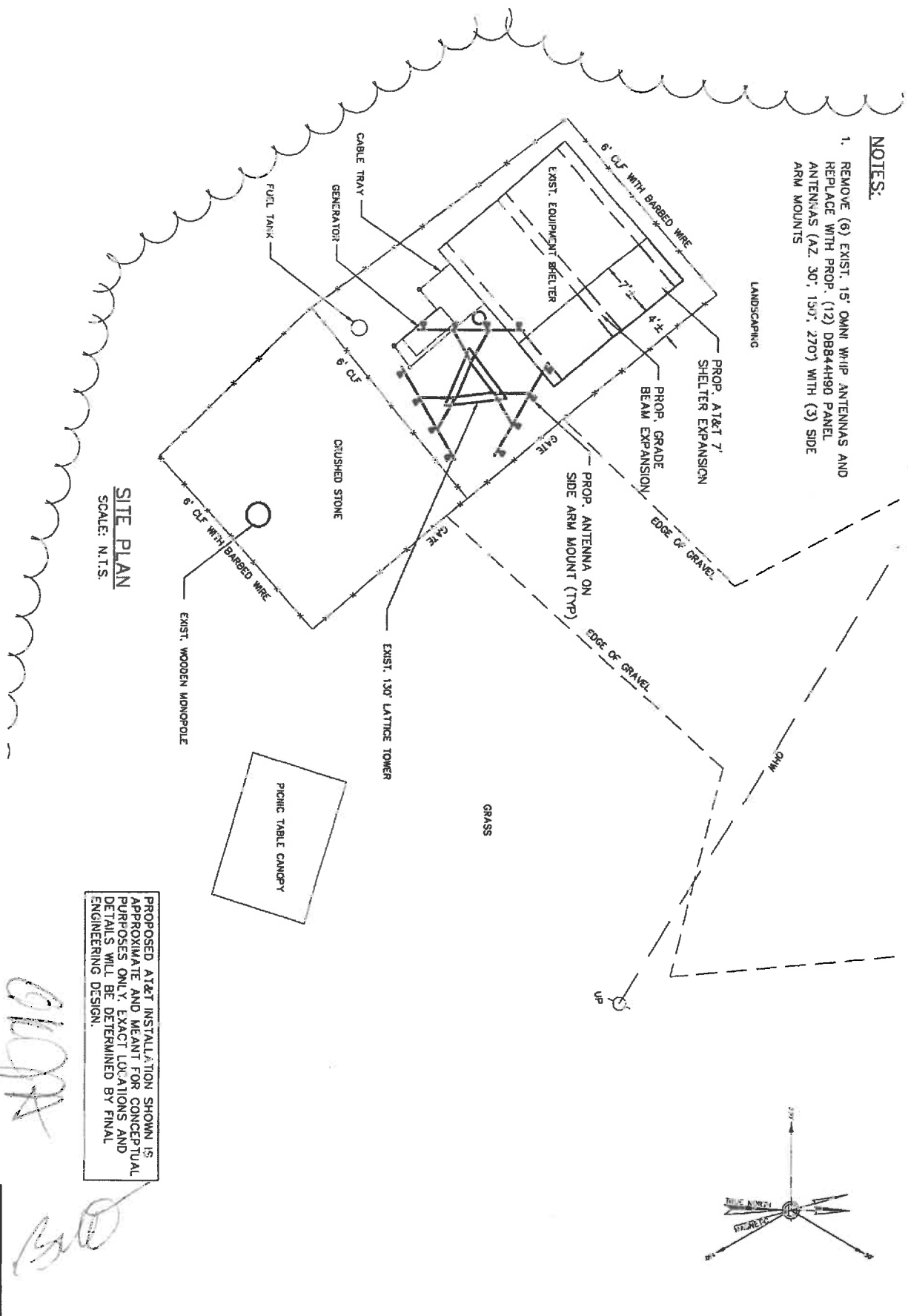
By: _____
J. Michael Joyal, City Manager
Duly Authorized

VERTICAL REALITY PROPERTIES, LLC

By: _____
James R. Andrews, Its Member
Duly Authorized

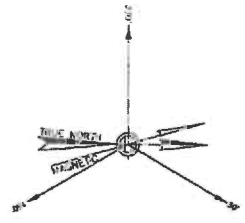
EXHIBIT A

- NOTES:**
1. REMOVE (9) EXIST. 15' OMNI WHIP ANTENNAS AND REPLACE WITH PROP. (12) DB844H90 PANEL ANTENNAS (AZ. 30°, 150°, 270°) WITH (3) SIDE ARM MOUNTS



SITE PLAN
SCALE: N.T.S.

PROPOSED AT&T INSTALLATION SHOWN IS APPROXIMATE AND MEANT FOR CONCEPTUAL PURPOSES ONLY. EXACT LOCATIONS AND DETAILS WILL BE DETERMINED BY FINAL ENGINEERING DESIGN.



Site 2076

INITIALS:
INITIALS:

PREPARED FOR:
AT&T WIRELESS SERVICES
400 BLUE HILL DRIVE
WESTWOOD, MA 02090-2161

RF ENGINEER: J. WILSON
DATE: 4/13/00
PREPARED BY: W. MURPHY

SITE ACQUISITION:
GARRISON HILL
ABBAY SAWYER MEM. HIGHWAY
DOVER, N.H.

REV. 0
LEASE EXHIBIT A-1
SHEET 1 OF 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: R - 2014.01.22 - 009
Resolution Re: City Council Personal Links From City of Dover Website

- WHEREAS: The City of Dover maintains an official City website (www.dover.nh.gov); and
WHEREAS: The City website contains information on City government and services, as well as general information on the City; and
WHEREAS: The City website has a page dedicated to providing information on the City Council; and
WHEREAS: In setting policy for the City, the Council acts as an elected representative body; and
WHEREAS: In the past, individual City Councilors have been able to post a link on the City website to a personal/individual website; and
WHEREAS: Such a personal/individual website does not contain content approved by the City Council, is not overseen by the City Council, and is not representative of opinions of or positions taken by the City Council on behalf of the community through the public meeting/deliberative process; and
WHEREAS: Such personal/individual websites are specific to a single Councilor and while appropriate as a method of communication by that individual Councilor, the City website should not be used to link to or otherwise promote said personal/individual website.

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

The City of Dover official website shall not contain links to personal/individual websites of City Council members.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch 1/16/14
Daniel R. Lynch
Finance Director

Sponsored by: Councilor William Garrison III
Ward 2

Approved for Legal Form and Compliance: Anthony I. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2014.01.22 – 009**
Resolution Re: **City Council Personal Links From City of Dover Website**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

DATE: January 10, 2014

Dover Main Street

Mail: 288 Central Ave

Dover, NH 03820

Phone: 603-740-6435

email: director@dovermainstreet.org

RE: Parking Garage and Police Station



Dover City Council,

The Board of Directors of Dover Main Street would like to publicly acknowledge our broad support of the parking garage and police station plans in the Orchard Street location. Public safety in our downtown is of utmost importance to the business community, and additional parking for the City has long been desired.

While the construction phase of the project may cause inconvenience for downtown visitors and businesses in the short term, we are confident the City will take all possible measures to mitigate potential issues that may affect business during the construction time period. We are also confident that the City is forward thinking in tackling this project now, as we envision continued growth in our downtown based upon our organization's now almost fifteen year history of programming and efforts to drive the vitality of our "Main Street" community.

Our Board of Directors is comprised of volunteers from the business community who also reside in Dover. We live, work, and play in Dover and many of our Board members were born and raised here. We represent a diverse cross-section of our Dover business community- from small independently-owned businesses to larger companies- all of which donate time and resources to contribute to the well-being of the community, with our organization particularly focusing on activities in the Central Business District. This letter of support for the parking garage and police station project therefore is representative of the will of the downtown business community to keep Dover moving forward, and this project not only fulfills long-standing needs, but also anticipates the upcoming and future needs of the City.

We are happy to send representatives of the Dover Main Street Board to publicly support this project at Council or other City public meetings.

Thank you to the City of Dover for their continued focus on strengthening the economy and livability of our beloved community.

Sincerely,

Michelle Sawyer

Dover Main Street Board Chair

Cc: Michele Alexander, DMS Director, Mike Joyal, City Manager

www.dovermainstreet.org

Preserve the past, promote the present & facilitate the future.