



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 8, 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 131 – OFFENSES

SPONSORED BY MAYOR WESTON BY REQUEST

B. ADVANCED REFUNDING FOR CITY OF DOVER JUNE 15, 2005 GENERAL OBLIGATION BONDS AND AUTHORIZATION TO ISSUE REFUNDING BONDS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL, WITH CITY COUNCIL VOTE TO OCCUR ON OCTOBER 22, 2014)

SPONSORED BY MAYOR WESTON BY REQUEST

C. AUTHORIZATION FOR PARTICIPATION IN STATE OF NEW HAMPSHIRE DRINKING WATER STATE REVOLVING LOAN FUND FOR WILLAND POND WATER MAIN IMPROVEMENT FY2014 CIP PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL, WITH CITY COUNCIL VOTE TO OCCUR ON OCTOBER 22, 2014)

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. September 24, 2014 – Regular Meeting

11. MAYOR'S REPORT

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING – None



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B. ORDINANCES IN THE 3rd READING

1. CHAPTER 131 – OFFENSES

SPONSORED BY MAYOR WESTON BY REQUEST

C. RESOLUTIONS

1. 2014-2015 CITY COUNCIL RULES CHANGE – ORDER OF BUSINESS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)

SPONSORED BY MAYOR WESTON

2. 2014-2015 CITY COUNCIL RULES CHANGE – ORDER OF BUSINESS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)

SPONSORED BY COUNCILOR CHENEY

13. NEW BUSINESS

A. CONSENT CALENDAR

1. RAFFLE – Community Action Partnership of Strafford County

2. RAFFLE – Pet Tails Rescue

3. RESOLUTION: B08043 AWARD OF ADDITIONAL SCOPE OF SERVICES TRAFFIC SIGNAL PROGRAM SEBAGO TECHNICS

SPONSORED BY MAYOR WESTON BY REQUEST

4. RESOLUTION: B15004 SEGREGATION AND RECYCLING OF CONSTRUCTION DEBRIS AND DEMOLITION WASTE

SPONSORED BY MAYOR WESTON BY REQUEST

5. RESOLUTION: B15005 NATURAL GAS SUPPLIER

SPONSORED BY MAYOR WESTON BY REQUEST

6. APPLICATION FOR LOT RESTORATION – 3 COLUMBUS AVENUE

SPONSORED BY MAYOR WESTON BY REQUEST

7. NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES STANDARD LEASE AGREEMENT

SPONSORED BY MAYOR WESTON BY REQUEST

8. THE PORTABLE PANTRY PERSONAL CHEF SERVICE, LLC LEASE ASSIGNMENT FROM COOK & BAKER, LLC

SPONSORED BY MAYOR WESTON BY REQUEST



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- 9. McCONNELL CENTER SUBLEASE – EASTER SEALS NEW HAMPSHIRE AND REACH FOR THE TOP THERAPY SERVICES PLLC**
SPONSORED BY MAYOR WESTON BY REQUEST
- 10. OUTSIDE LEGAL/LITIGATION CONSULTING SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 11. CITY OF DOVER AND 44 PORTLAND AVENUE, LLC LICENSE AGREEMENT FOR PARKING**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 9. Legislative Liaison |
| 2. Planning Board | 10. Pool Advisory Committee |
| 3. Appointments Committee | 11. Parking Commission |
| 4. Recreation Advisory Board | 12. Ordinance Committee |
| 5. McConnell Center Advisory Committee | 13. Police and Parking Facility Building Committee |
| 6. Arts Commission | 14. Joint Building Committee – Dover High School and Regional CTC |
| 7. Solid Waste Advisory Commission | |
| 8. Transportation Advisory Commission | |

B. RESOLUTIONS

- 1. ADOPTION OF FY2016-2021 CAPITAL IMPROVEMENTS PROGRAM (TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 22, 2014, WITH CITY COUNCIL VOTE OCCURRING ON NOVEMBER 12, 2014)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 22, 2014, WITH CITY COUNCIL VOTE OCCURRING ON NOVEMBER 12, 2014)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 22, 2014, WITH CITY COUNCIL VOTE OCCURRING ON NOVEMBER 12, 2014)**
SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING – None



CITY OF DOVER

CITY COUNCIL – AGENDA

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

14. COUNCIL CORRESPONDENCE

A. Letter from xfinity, dated September 15, 2014.

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.B.
Public Hearing Only**

Resolution Number: **R – 2014.09.24 – 99**
Resolution Re: **Advanced Refunding for City of Dover June 15, 2005
General Obligation Bonds and Authorization to Issue
Refunding Bonds**

- WHEREAS: The City of Dover issued \$10,740,000 of General Obligation Bonds on June 15, 2005 to finance public improvements; and
- WHEREAS: The City, through financial advisors Public Financial Management, has estimated that an advanced refunding of the June 15, 2005 bonds would result in significant budgetary savings for the City of Dover; and
- WHEREAS: The City Council desires to authorize the issuance of refunding bonds for the purpose of refinancing certain outstanding bonds of the City in order to achieve debt service savings on account of previously issued bonds of the City; and

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

In accordance with the City Charter and the New Hampshire Municipal Finance Act (RSA Chapter 33) and any other enabling authority, hereby authorize the issuance and sale of general obligation refunding bonds of the City of Dover in a principal amount of \$4,500,000 required for the purpose of paying the principal and interest of and any redemption premium on outstanding City of Dover June 15, 2005 General Obligation Bonds in order to achieve debt service savings. The full faith and credit of the City is hereby pledged for the principal and interest on said refunding bonds. The refunding bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the 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 refunding bonds.

NOTE: This resolution requires a Public Hearing and the public hearing must be duly advertised in a local newspaper 7 days prior to the public hearing. A 2/3 favorable vote of all members of the City Council is required for passage with the vote deferred until at least three (3) days after public hearing.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 7.B.
Public Hearing Only

Resolution Number: **R – 2014.09.24 – 99**
Resolution Re: **Advanced Refunding for City of Dover June 15, 2005
General Obligation Bonds and Authorization to Issue
Refunding Bonds**

DOCUMENT HISTORY:

First Reading Date: 09/24/2014	Public Hearing Date: 10/08/2014
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#: 7.B.
Public Hearing Only

Resolution Number: **R – 2014.09.24 – 99**
Resolution Re: **Advanced Refunding for City of Dover June 15, 2005
General Obligation Bonds and Authorization to Issue
Refunding Bonds**

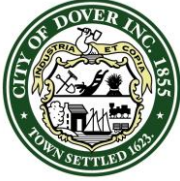
RESOLUTION BACKGROUND MATERIAL:

On June 15, 2005 the City of Dover issued \$10,740,000 in General Obligation Bonds to finance public capital improvements.

Public Financial Management, the financial advisors that coordinate our bond sales, provided calculations for the refunding of the 2005 bonds. By moving now to refund these bonds and therefore benefit from current low market rates, the General, Water and Sewer Funds can realize a total estimated savings of \$353,000 over the next 11 years. The annual savings in debt service is estimated at approximately \$32,000 through the remaining life of the bonds.

In accordance with NH RSA 33:3-d *Refunding Bonds*, a municipality may authorize the issuance of refunding bonds in order to pay all or part of any issue of bonds called or to be called for redemption. The authorization and issuance of refunding bonds shall be subject to the same requirements and provisions of RSA 33:8-a.

In accordance with City Charter C6-14, the City Council, by resolution, may authorize the borrowing of money for any purpose within the scope of the powers vested in the city and the issuance of bonds of the city and may pledge the full faith, credit and resources of the city for the payment of the obligation created thereby.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.C.
Public Hearing Only**

Resolution Number: **R - 2014.09.24 - 100**
Resolution Re: Authorization for Participation in State of NH Drinking Water State Revolving Loan Fund for Willand Pond Water Main Improvement FY14CIP Project

WHEREAS: Annually the City Council desires to make public improvements and finance these improvements through sources deemed most advantageous to the City; and

WHEREAS: On December 12, 2012 the Dover City Council approved the FY14-FY19 six-year Capital Improvements Program (CIP), which included an appropriation in FY14 for Willand Pond Water Main Improvements and authorized issuing \$1,416,367 in bonds to finance the project; and

WHEREAS: The City has been notified by the State of NH Department of Environmental Services (NH DES) that funding is available through the Drinking Water State Revolving Fund in conjunction with Federal funding; and

WHEREAS: The City has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-C 510, which relate to loans from the Drinking Water State Revolving Fund and deems it to be in the public interest to file a loan application in lieu of issuing general obligation bonds to finance the FY14 CIP appropriation for the Willand Pond Water Main Improvements project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT: Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover's participation in the NH Drinking Water State Revolving Fund (DWSRF) Program is hereby authorized for financing the Willand Pond Water Main Improvements project. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH DWSRF Program and obtain loans through the program for the Willand Pond Water Main Improvements project.

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 the public hearing.

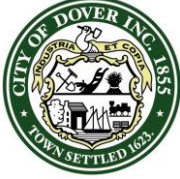
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Weston
By request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.C.
Public Hearing Only**

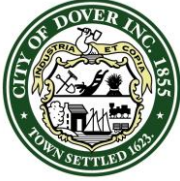
Resolution Number: **R - 2014.09.24 - 100**
Resolution Re: Authorization for Participation in State of NH Drinking
Water State Revolving Loan Fund for Willand Pond Water
Main Improvement FY14CIP Project

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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.C.
Public Hearing Only**

Resolution Number: **R - 2014.09.24 - 100**

Resolution Re: Authorization for Participation in State of NH Drinking Water State Revolving Loan Fund for Willand Pond Water Main Improvement FY14CIP Project

RESOLUTION BACKGROUND MATERIAL:

Annually the Dover City Council approves a six-year Capital Improvements Program (CIP). Annually the City Council desires to make public improvements and finance these improvements through sources deemed most advantageous to the City.

On December 12, 2012 the Dover City Council approved the FY14-FY19 six-year Capital Improvements Program (CIP), which included an appropriation in FY14 for Willand Pond Water Main Improvements and authorized issuing \$1,416,367 in bonds to finance the project.

The City of Dover has been informed that the Willand Pond Water Main Improvements project is an eligible project for loan funding through the NH Drinking Water State Revolving Fund (DWSRF) Program (RSA 486:14). Recently, the DWSRF Program has notified the City that funding may be available through the DWSRF Program, to include the potential of a portion of the funding coming from Federal funds. In the event utilization of the DWSRF is most advantageous to the City of Dover, the City Manager, Finance Director and Treasurer will, on behalf of the City, file and participate in the DWSRF in lieu of issuance and sale of general obligation bonds.

An SRF loan (binding commitment) will be required for the total eligible cost of the project. Loan funds will be disbursed throughout the duration of the project by means of disbursement requests submitted to the DWSRF Program by the City. Upon completion of the project, a Supplemental Loan Agreement (SLA) will establish the final terms of the loan and include an amortization schedule for loan repayment. The amortization schedule will also establish the amount of principal forgiveness based on Federal funding committed to the project. The DWSRF Program has currently estimated 15% level of principal forgiveness is available for the project; this would result in an estimated \$212,455 savings for the City.

This resolution does not authorize an appropriation. The City Council previously authorized the appropriation of \$1,416,367 for this project in the FY14 CIP. This resolution does not authorize an increase in the indebtedness of the City's Water Fund. The City Council previously authorized debt financing the \$1,416,367. This resolution authorizes the City to utilize a different form of debt financing for the project and be eligible for 15% principal forgiveness.



THE CITY MANAGER'S REPORT

October 08, 2014

Month Reporting on: September 2014

"It's not what you look at that matters, it's what you see."

-- Henry David Thoreau

J. Michael Joyal, Jr.
City Manager

Legal Department

by **Anthony Blenkinsop**

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

Right to Know Requests, pursuant to RSA 91-A:

- Durham – Agenda materials (3 requests fulfilled)
- Dover – ASCAP Contract
- Dover – One Call Now – emergency notification system
- Rochester NY – Delinquent taxes
- Dover – Tolend Road Change Order
- Dover – Requisition for Tolend Road
- Dover – Turf treatment program
- Miamisburg, OH – Online research contract
- Boston, MA – First Street construction project

Assistance to City departments and/or offices:

City Council: Drafting/review of resolutions and ordinances; 2014-2015 City Council Rules Change

City Manager: Review of documents for signature; 91-A requests

Executive: DBIDA retreats; CWDAC appointment; Assessor class/use on website; Meeting minutes

Community Services: Tree trimming packet; Trees, Portland Avenue project;

River Street cleanup; Old landfill ownership; storm drainage; Inhabitable housing; Letter of intent; Easement research

Finance: Liens, Discharges; Fraudulent Liens, Charging for utilities; Election workers question

Police: Mounted Police fundraiser; Notice of hearing; Group subcommittee; Henry Law Park Trust; FY15 Budget appropriation question

Planning: Waterfront Development; TIF Advisory Board issue; Declaration of easements

Recreation: Shared lease; Slip and Fall notice

- ◆ Kelley’s Row v. City – Received Complaint and Amended Complaint
- ◆ Liberty Mutual Insurance v. City – Received Complaint
- ◆ Clay v. City – filed Responses to Interrogatories, Pre-Hearing Memorandum and Response to Ex Parte Motion to Compel with Sanctions; hearing in Strafford County Superior Court
- ◆ Human v. City – filed Reply to Objection to Motion to Dismiss/Objection to Motion for Related Relief Hearing continued by court from September 22 to November 24.

Review of Legal Support Services:

The use of outside counsel to handle specialty matters continues and consists of environmental matters and labor negotiations. There are a small number of attorneys hired on a variety of smaller matters.

	For Month	FY15	FY14	FY13
Legal Matters/ Questions Handled	28	62	251	302
Document Creation/Review	17	43	175	145
Right to Know Requests Processed	11	23	78	43
Resolutions	8	15	48	31
Ordinances	1	6	14	14

Economic Development

by Dan Barufaldi

Summary: Business activity appears to be improving in the region some recent restaurant closures/ sales locally. A larger number of both retail and manufacturing companies are reporting year-over-year sales and revenue increases. Software, IT and staffing companies report already strong or increasing activity. Commercial and residential real estate markets are virtually unchanged during the last month. No major hiring or layoff has been reported locally. With the exception of rising wages at staffing firms for specific tech skill sets, no major wage or price hikes are underway. Dover's unemployment rate is at 3.8%.

Software & IT Services: Software and IT services providers report strong demand through August. Year-over-year growth for a few local firms in this sector have sales up 15% in the last quarter. These services to the healthcare sector have recently declined as subsidies for recordkeeping and retrieval modernization have run out. Many firms in the non-healthcare portion of the sector have added to their headcount recently in sales, R&D and marketing. Wages while up slightly in critical skill areas remain flat, as do prices. Uncertainty regarding the Affordable Care Act, the slowing Chinese economy/ housing bubble, and the macro-economic effects of Middleeastern wars and the Ukraine/Russia effect on the European economies continues to produce a prevailing air of caution in this and several other sectors with real local economic effect.

Commercial Real Estate: Commercial real estate activity was unchanged over the month regionally with sustained strength in the Boston and Portland markets. There is some indication that some of the high end apartments and office space newly built in Boston are experiencing some resistance to achieving their occupancy goals at the rental prices hoped for. Demand locally has remained positive with a few local projects coming to fruition. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong. Leasing fundamentals maintained a very slow pace of improvement in recent weeks, consistent with minimal-to-slow employment growth. A small amount of speculative office construction as part of mixed use building is now being done. The lending environment remains highly favorable to borrowers, with historically low, slowly rising interest rates and increasingly looser standards. Abundant investment capital continues to flow into commercial properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains at a very healthy pace with local inventory in this category rising rapidly. The outlook remains cautiously optimistic across the region. Forecasts call for more slow improvement in fundamentals moving forward, pending steady (if slow) employment growth. Fiscal policy and uncertainty around the business and employment effects of the ACA and Medicaid expansion costs are producing uncertainty at both the state and federal levels and this is mentioned by some as a down side risk to employment growth that produces improvement in leasing and construction activity.

Residential Real Estate: The Region and Dover experienced a downturn for unit sales of single family houses and condos at the end of 2013. NH experienced a decline in sales. Scarce inventory is the most likely culprit in the NH decline in this category, but uncertainty about new qualified mortgage rules and an anticipated huge increase in flood insurance premiums are also probable factors in making potential buyers cautious about making buy offers. Median sale prices in NH and in Dover increased again in the period. Pending sales strongly suggest the market for single family houses and condo's is off to a good start in 2014. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q1 depressed near-term sales and another severe Winter weather experience could dampen sales locally going forward. Sale prices and rental rates in Dover continue to rise at present.

Manufacturing & Related Services: Manufacturers are reporting strong sales overall. A few local manufacturers are reporting lower sales than the same period a year ago due to a fall-off in export sales. A local publisher reports a fall-off in sales due to the shift to digital media advertising over the last decade. Exporters to both Europe and China are concerned with the macro-economics they're seeing in both markets. The recent upheaval in Iraq and Syria, Ukraine and Russia and the energy effects it will cause in world-wide markets and economies is a growing uncertainty and concern. The Chinese housing bubble and economic slowdown are often mentioned. Firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most state the higher levels are due to more new product introductions and are not concerned about current inventory levels. Most contacts in the manufacturing sector indicate that both

staffing levels and wage growth remain modest except for select scarce high demand skill sets. Some major capital spending projects are underway and some about to be announced. Three manufacturing buildings in Enterprise Park are available or about to be available. A number of projects are currently underway or about to be underway during this building season. Outlook for the balance of the year remains positive.

Price pressures remain moderate except for rare metals sourced in Russia. Most recently energy prices have declined. Suppliers to the military are seeing new orders rise. Regional manufacturers are guardedly optimistic.

Retail & Tourism: Retailers contacted for this period report comparable store sales ranging from down 1% to up 7% year-over-year. Sales of apparel, household items and home improvement goods are selling well. Prices are steady and inventories appear well controlled. Minor amounts of selective hiring are planned. 2014 goals for low single digit growth are expected to be realized. Their outlook for the U.S. economy ranges from "mixed" to moderate.

Hotel revenues are up smartly locally and doing well all over the Boston region. Regional restaurants activity is mixed with some doing well. The local restaurant scene shows some doing exceedingly well and a few struggling with outmoded business models and older facilities in the face of new more competitive arrivals. Two downtown restaurants that suffered the sewer backup during the recent rain storm are still closed and are severely hurt financially by the incident. City Staff is pursuing every possible assistance mode to help them weather this setback and survive. Local museum attendance has improved as the weather warmed up and new and innovative and creative programs were offered.

Staffing Services: Business conditions in this industry sector have improved in the last month with the exception of the healthcare sector. Year-over-year growth is between 4% and 20% depending on the industry sector being served. Labor demand is strong in IT, software, aerospace, nursing, electronics, engineering, quality assurance techs and legal. Most firms in the field have added to headcount with wages and prices remaining flat. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the onset the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost. Overall the sector is optimistic and expecting high single digit growth over the next quarter.

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

Total Permits Issued: September 2014

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-164	FORMAX, LLC	1	EDUCATION WAY	CONST. A 2-STORY OFFICE/WAREHOUSE	C	E	31	2032600	20355
14-235	LIBERTY MUTUAL INS. CO.	100	LIBERTY WAY	RMV & RPLC COMMERICAL GRADE RO	C	E	24	785000	7875
14-261	NORTHEAST FOODS, LLC	47	CENTRAL AVENUE	RENOV./REMODEL A RESTAURANT	C	17	76	215000	2175
14-293	WENTWORTH DOUGLAS HOSP	789	CENTRAL AVENUE	2 NORTH, RENOV.'S TO CREATE OFFICE	C	37	1	50000	525
14-295	LAMPREY PROPERTIES	11	COCHECHO STREET	DEMO. & REMOVE A STORAGE SHED	C	24	140	0	50
14-298	COCHECO MILL LLC	100	MAIN STREET	INT. DEMO MILL 3 2ND FLR, MILL 2 2ND	C	3	63	0	50
14-302	LIBERTY MUTUAL	150	LIBERTY WAY	INT. RENOVATIONS TO OFFICES	C	E	24	221000	2235
14-328	BEHAVORIAL HEALTH	113	CROSBY ROAD	REPAIR/REPLACE REAR STAIRWAY	C	G	1N7	1000	35
14-290	WHEAT PROPERTIES, LLC	652	CENTRAL AVENUE	RPLC PORTION OF FOUNDATION, RENO. C&	C	30	135	40000	425
13-401	ESTES	5	LABRADOR LANE	NEW CONST. SFD WITH ATT. GARAGE	R	A	51-9-1	372000	3745
14-160	JERRY	41	NEW ROCHESTER ROAD	RENOV/REMODEL A SFD	R	40	15	36000	385
14-172	KASABIAN	76	COLUMBUS AVENUE	CONST./INSTALL A DECK EXT., ABOVE	R	G	27C	12500	150
14-214	CROUSE, JR.	218	COUNTY FARM ROAD	FINISH 2ND FLOOR	R	C	3D-2	20000	225
14-227	COUTURIER	292	TOLEND ROAD	CONST. A BREEZEWAY & ATT. GARAGE	R	F	8D	44000	465
14-238	SWARTZENDRUBER	22	BEECH ROAD	INT. FINISH OF EXISTING SHELL	R	17	94	40000	425
14-257	MANGAN	2	ATLANTIC AVENUE	REPAIR/RENOVATE A DWELLING UNIT	R	25	50	10000	125
14-263	WILLIAMS	122	DOVER NECK ROAD	INSTALL A RESIDENTIAL PIER	R	M	95D	69000	715
14-267	GRAYSTONE BUILDERS	26	PICNIC ROCK DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	16	20-9	140000	1425
14-268	JENKINS	18	PICNIC ROCK DRIVE	CONST. AN ADDITION TO ENCLOSE A G	R	16	20-6	3000	55
14-271	HADLEY	32	DURHAM ROAD	RENOV./RMDL THE MASTER BEDROOM	R	I	9	20000	225
14-275	COLE, III	29	MOUNT VERNON STREET	TEXT. RENOVATIONS AND WINDOW REP	R	30	121	20000	225
14-280	MITCHELL	1	PARTRIDGE LANE	RENO./RMDL A KITCHEN & DINING ROO	R	I	36B	15000	175

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-281	BRIGGS	9	BEVERLY LANE	CONST./INSTALL A STORAGE SHED	R	H	29-6	3600	65
14-282	MCCONNELL	15	REYNERS BROOK DRIVE	INT. KITCHEN/BATHRM RENO. & CONST	R	A	47-12	65000	675
14-283	PIKE	2	PHILLIP STREET	REMOV. & REPLCE A SIDE PORCH ADDITI	R	A	16-B	30000	325
14-289	RIVER VALLEY DEV. CORP.	59	CHILDS DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	N	8A-L	198000	2005
14-291	STOCKER	15	WHITTIER STREET	CONST. AN ATTACHED GARAGE & BRE	R	E	72-D	30000	325
14-294	MAGLARAS	65	COCHECHO STREET	CONST. A SIDE/REAR DECK ADDITION	R	24	135A	11000	135
14-296	GILPATRICK	97	PORTLAND AVENUE	CONST. A REAR FREESTANDING DECK	R	24	115A	5000	75
14-297	EATON, JR.	73	OLD ROCHESTER ROAD	NEW CONST. SFD WITH ATT. GARAGE	R	A	3-1	189000	1915
14-300	WEIK	12	OLD LITTLEWORTH ROAD	REMOV./REMDL AND CONST. AN ADD. O	R	H	24J	75600	785
14-305	JENSENS INC.	7	CLOVERDALE CIRCLE	INSTALL A MANUFACTURED HOME	R	I	22-13	80000	825
14-306	PETERSON	246	DOVER POINT ROAD	RENOV./REMDL BREEZEWAY SPACE	R	L	96J	50000	525
14-310	MCDONOUGH	204	SILVER STREET	CONST. A ROOF OVER THE FRONT DEC	R	13	10-A	12000	145
14-313	TOLEND ROAD PROPERTIES, L	39	SANDRAS RUN	NEW CONST. SFD W/ATT. GARAGE	R	G	24J-5	140000	1425
14-316	YOUNG	79	BOXWOOD LANE	FINISH SPACE ABOVE GARAGE FOR AD	R	B	21-5	56000	585
14-317	DOUGLAS DODD GELERAL CO	15	CARDINAL DRIVE	NEW CONST. SFD W/ ATT. GARAGE	R	E	35-B	250000	2525
14-319	PIERSTORFF	8	BEECH ROAD	INT. RENOV./REMODEL A SFD	R	17	92	110000	1125
14-320	TROCHALAKIS	30-32	EAST WATSON STREET	REPAIR/RENOVATE KITCHEN & BATHR	R	19	74	14000	165
14-321	LANDFORD	3	MONROE STREET	REMODEL KITCHEN AND BATH	R	15	86	10000	125
14-323	LAROSE	35	LABRADOR LANE	CONST. A STORAGE SHED	R	A	51-9-5	8500	110
14-324	CITY OF DOVER - DOVER HOU	33	ADDISON PLACE	INSTALLING NEW CONST. WINDOWS TO	R	E	65C	11000	0
14-325	FRITZ	33A	BOSTON HARBOR ROAD	INSTALL A RECREATIONAL DOCK	R	7	13B	30000	325
14-327	HEBERT	370A	WASHINGTON STREET	INT. RENOV./REPAIR A SFD	R	G	19A	18000	205

<u>Permit #</u>	<u>Owner's Last Name</u>	<u>Street #</u>	<u>Street</u>	<u>Description</u>	<u>Type</u>	<u>Map</u>	<u>Lot</u>	<u>Construction Value</u>	<u>Fee</u>
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Total Permits Issued: 44

Total Construction Value: \$5,542,800.00

Total Fees Collected: \$56,455.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	1	Change of Use	1
Commercial Renovations	8	Commercial	1
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	24	Industrial	0
Industrial	0	Renovations	2
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	1	Multi-Family Dwelling Units	0
Single Family Dwelling	6	Single Family Dwellings	6
Renovations Dwelling Unit	28	Accessory Dwelling Unit	1
Demo. of a Dwelling Unit	0		
Accessory Dwelling Unit	0		
		Total	9

PLANNING BOARD APPROVED PROJECTS														
NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**
Code	H = Homes	A = Apts.	C = Condos											
Multi-Family:														
First Street @ Garrison	First Street	A	32	0	32	6/12/2014	2/25/2014	Site	P14-03	6	3	6/12/2019	H	3.52
First Rate Realty	Silver/Central	A	16	16	0	9/24/2013	6/25/2013	Site	P13-20	12	28	9/24/2018	W	1.76
Field and Foster	Central Ave	A	18	18	0	2/11/2014	11/12/2013	2/13/2014	P13-60	3	42	2/11/2019	H	1.98
Cochecho Falls Mills	Central Ave	A	120	74	46	12/20/2011	11/28/2011	Site	P11-60	3	3	12/20/2015	H	13.2
Sherman School	School Street	C	48	0	48	9/27/2011	10/26/2010	Site	P10-39	3	10	9/27/2016	G	7.68
Paolini	Clancy Drive	C	12	12	0	1/9/2014	10/22/2013	Site	P13-37	1	12	1/9/2019	G	1.92
New Meadows Inc	Knox Marsh Rd	A	120	72	48	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			334	192	142									15
Subdivisions:														
Kelly Brook Meadows	Old Stage Road	H	9	1	8	4/29/2014	3/25/2014	5/9/2014	P14-01	G	36	4/29/2019	W	3.33
Foster's Way	Dover Point Rd	H	5	0	5		12/17/2013		P13-49	L	89-1		G	1.85
Kemen	Sixth St	H	1	0	1	4/29/2014	8/27/2013	5/1/2014	P13-43	B	1D	4/29/2019	H	0.37
Child's Subdivision	Childs Dr	H	20	6	14	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	7.4
Fresian Drive	Arch St	H	11	2	9	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	4.07
Tidewater Farm	Winterberry Dr	H	7	6	1	6/16/2011	4/26/2011	6/20/2011	P10-51	N	8	6/16/2016	H	2.59
Labrador Woods	Labrador Dr	H	9	6	3	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	3.33
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7
Harbor Hills	Shore Rd	H	16	10	6	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.92
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	3	6	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	G	3.33
Picnic Rock	Back River Rd	H	21	7	14	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	4	6	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Pacific Landing	Pacific/Nye	H	15	14	1	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	40	32	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64
StoneCroft	Carriage Hill Ln	H	11	9	2	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	25	7	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Waldron Falls	Lennon/Cardinal	H	10	9	1	5/10/2005	1/11/2005	5/17/2005	P04-54	E	35	5/10/2009	W	3.7
Emerald Woods I & II	Emerald Ln	H	25	20	5	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48
Cornerstone Crossing III	Conerstone Dr	H	18	16	2	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
Total: Single Family			269	180	89									100
TOTAL APPROVED UNITS			603	372	231									115
Elderly:														
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	62	55	7	7/2/2008	3/13/2007		P06-55	M	4	7/2/2011	G	
Arbor Woods	Cielo Dr	H	63	36	27	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			125	91	34									
APPROVED + ELDERLY			728	463	265									115

* Built or permit issued and unit under construction

** Students are estimated based upon Impact Fee multipliers. THERE IS NO GUARANTEE TO THESE NUMBERS
C:\Users\bessettec.DOVERNET\Desktop\CM Report\2014\2014.10.08 Report\COPY of subdivisions sept '14

DAC	PO Date	PO No.	Vendor Name	Amount
City Finance Office	9/30/2014	201503352	PUBLIC SERVICE CO OF NH-CITY	\$5,015.58
City Finance Office	9/17/2014	201502792	SANTA BUCKLEY ENERGY	\$5,038.02
Executive	9/23/2014	201502977	HINCKLEY, ALLEN & SNYDER LLP	\$5,103.00
Fire and Rescue	9/30/2014	201503313	INDUSTRIAL PROTECTION SERVICES, INC	\$5,207.00
Fire and Rescue	9/16/2014	201502757	STATE OF NH-DOT	\$5,503.58
City Finance Office	9/30/2014	201503351	PUBLIC SERVICE CO OF NH-CITY	\$5,541.37
City Finance Office	9/4/2014	201502137	PUBLIC SERVICE CO OF NH-CITY	\$5,546.60
City Finance Office	9/4/2014	201502136	PUBLIC SERVICE CO OF NH-CITY	\$5,908.02
City Finance Office	9/16/2014	201502742	PUBLIC SERVICE CO OF NH-CITY	\$6,289.97
Executive	9/9/2014	201502349	CCMSI	\$6,432.68
Police	9/15/2014	201502524	STATE OF NH-DOT	\$6,572.30
Recreation	9/9/2014	201502353	MARTINEAU ELECTRIC, INC.	\$6,813.00
Community Services Department	9/9/2014	201502420	HALL & ASSOCIATES, PLLC	\$7,071.57
Planning	9/4/2014	201502146	C.A.B. SERVICES, INC.	\$7,567.08
Community Services Department	9/16/2014	201502740	ELECTRIC LIGHT CO, INC.	\$7,570.00
Police	9/24/2014	201503088	COLOSSUS, INC.	\$7,580.59
Executive	9/9/2014	201502361	VUE WORKS, LLC.	\$7,868.10
Executive	9/15/2014	201502628	MITCHELL MUNICIPAL GROUP, P.A.	\$8,000.00
Community Services Department	9/16/2014	201502711	STATE OF NH-DOT	\$8,325.86
Planning	9/4/2014	201502144	AGGREGATE RECYCLING CORP	\$8,356.68
City Finance Office	9/9/2014	201502351	PUBLIC SERVICE CO OF NH-CITY	\$8,621.09
Community Services Department	9/29/2014	201503255	BROX INDUSTRIES, INC.	\$8,791.98
Executive	9/30/2014	201503264	ICMA	\$9,280.42
City Finance Office	9/9/2014	201502346	BAYRING COMMUNICATIONS	\$9,644.96
Community Services Department	9/29/2014	201503155	DENNISON LUBRICANTS, INC.	\$9,999.00
Recreation	9/9/2014	201502416	FOX TOURS	\$10,398.70
Public Library	9/10/2014	201502453	BYWATER SOLUTIONS, LLC	\$11,000.00
Planning	9/29/2014	201503236	CURTAIN ENTERPRISES, INC.	\$11,811.53
Community Services Department	9/9/2014	201502359	TRI-STATE SEALCOATING & PAVING, INC.	\$13,825.00
Community Services Department	9/11/2014	201502506	FLUID CONSERVATION SYSTEMS, INC	\$14,460.00
Executive	9/9/2014	201502356	SHEEHAN, PHINNEY, BASS & GREEN	\$16,535.27
Recreation	9/22/2014	201502888	FOX TOURS	\$22,118.85
Community Services Department	9/2/2014	201502068	MXI ENVIRONMENTAL SERVICES, LLC	\$27,000.00
Community Services Department	9/29/2014	201503154	TRI-STATE SEALCOATING & PAVING, INC.	\$32,637.00
City Finance Office	9/9/2014	201502419	PUBLIC SERVICE CO OF NH-CITY	\$33,567.63
Community Services Department	9/9/2014	201502365	SOLENI, LLC.	\$34,785.14
City Finance Office	9/24/2014	201503080	PUBLIC SERVICE CO OF NH-CITY	\$36,335.98
Community Services Department	9/29/2014	201503259	JP TOWLE CONSTRUCTION CORP	\$38,145.00
City Finance Office	9/2/2014	201502006	PUBLIC SERVICE CO OF NH-CITY	\$41,565.84
Community Services Department	9/22/2014	201502890	GEOINSIGHT INC.	\$72,640.00
Community Services Department	9/23/2014	201503017	UNH OFFICE OF SPONSORED RESEARCH	\$72,787.00
Police	9/2/2014	201502069	DARCI CREATIVE, LLC.	\$100,000.00
Tax Assessment	9/4/2014	201502134	CORCORAN CONSULTING ASSOCIATES, INC	\$143,302.44
Community Services Department	9/11/2014	201502507	GRANITE STATE MINERALS, INC.	\$169,505.00

City of Dover

Bid Solicitation Report

For September 2014

10/1/2014

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By	Fund		Function/Division	
Finance				Natural Gas Supplier	
B15005	09/02/2014	09/23/2014			
Community Services				Segregation and Recycling of Construction and Demolition Debris	
B15004	09/02/2014	09/24/2014			
Fire				Roof Replacement / Repairs Dover South End Fire Station	
B15006	09/03/2014	09/25/2014			
Executive				Mixed Use Development of Third Street Parking Lot	
B15008	09/15/2014	10/29/2014			

City of Dover

Bid Solicitation Report

For September 2014

10/1/2014

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By	Fund		Function/Division	
Community Services				Curbside Weed Control Spraying	
B15009	09/18/2014	10/14/2014			
Community Services				Snow Plow Cutting Edges	
B15010	09/18/2014	10/08/2014			
Community Services				Snow Plowing/Hauling Services for City Streets and Parking Lots and School Parking Lots	
B15011	09/18/2014	10/07/2014			
Community Services				Sale of Two (2) Surplus Police Vehicles	
B15012	09/22/2014	10/15/2014			
Police				Manual Snow Removal	
Q15-007	09/30/2014	10/22/2014			

City of Dover

Bid Solicitation Report

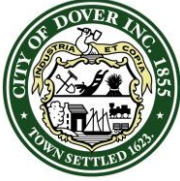
For September 2014

10/1/2014

Department	PO Date	PO No	Vendor	Description	PO Amount
Bid Number	Bid Date	Bid Due	CC Meeting	Item No	PO Notes
	Approved By	Fund		Function/Division	
Community Services				Roof Design Consultant for City	
B15014	09/30/2014	11/04/2014		Hall Roof	

Total for

Grand Total All Departments



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Gagnon 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, and Councilor O'Connor.

Absent: Councilor Thibodeaux.

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

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Hooper moved to add the School Board Report.

Councilor O'Connor moved to add the Pool Advisory Committee Report.

Councilor Cheney moved to add Item 13.B.5. Council Rule Change.

Deputy Mayor Carrier moved to add the Appointments Committee Report, a Raffle Permit for the Cocheco Valley Humane Society as Item #13.A.8, and a Public Hearing for Chapter 131, and refer to another public hearing on October 8, 2014.

Mayor Weston moved to add the Transportation Advisory Commission Report.

Deputy Mayor Carrier moved to approve the agenda as amended; seconded by Councilor Garrison.

Vote: 8/0.

7. PUBLIC HEARINGS

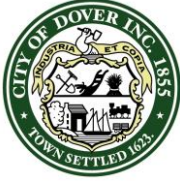
A. CHAPTER 131 – OFFENSES

SPONSORED BY MAYOR WESTON BY REQUEST

Mary Hebbard, 97 Spruce Lane: She discussed why a public hearing shouldn't be held.

Mayor Weston said it was properly posted in the community and added this to the agenda to allow people who saw it to speak, but they were going to have another public hearing on October 8, 2014 because it wasn't properly posted on the agenda.

Ms. Hebbard said she was going to speak on it, but didn't feel it was a legitimate hearing and would speak on it on October 8, 2014.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

8. CITIZEN'S FORUM

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

Jeffrey Brissette, 11 Fieldstone Drive: He spoke about the problems with the Tolend Road and Watson Road construction projects.

Donald Medbery, 3 Covered Bridge Lane: He spoke about the Tolend Road construction project. He talked about the Council not doing their due diligence with checking the numbers on these projects, and not just trusting the City Manager.

Malone Cloitre, 106 Dover Neck Road, Vice-Chairperson for the Open Lands Committee: She gave an overview regarding the resolution, Item #13.B.2.

Mary Hebbard, 97 Spruce Lane: She spoke against Item #13.A.7, and urged the Council to vote against it. She spoke against Item #13.B.4. and asked for a friendly amendment to keep the Citizen's Forum at the end of the workshop session.

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he has submitted his report in writing. He gave an updated on Kelley's Row and Blue Latitudes, and said the parties are trying to set up a meeting to discuss a resolution. He said they are meeting with the employees of these businesses to help them. He said they are working with the restaurants to help them get reopened. He said the Chamber of Commerce is hosting their 5th Leadership Academy. He gave an overview to the Council regarding the Tolend Road project and the resolution that has been put in place. He recommended an additional measure to secure the road, which would cost the City an additional \$35,000. He said the total project is still under budget.

The Council discussed the project in depth and Mayor Weston said she felt it should be replaced and not just fixed.

City Manager Joyal suggested the Council have a workshop on this subject.

Councilor Hooper asked the General Legal Counsel to look into the possible outcome of a lawsuit with the contractor.

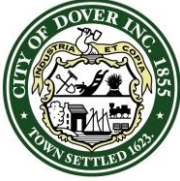
Mayor Weston added that she would like the General Legal Counsel look into extending the performance bond on this project and if it could be extended.

City Manager Joyal asked for confirmation that the Council wanted him to wait on fixing the road at this point. He did add that the road will probably fail this winter if nothing is done.

City Manager Joyal gave an overview of the pricing on Watson Road. He said the Council shouldn't compare it to Tolend Road.

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

Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

10. APPROVAL OF MINUTES

- A. September 3, 2014 – Workshop Session**
- B. September 10, 2014 – Regular Meeting**

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor O'Connor. Mayor Weston referred to the September 10, 2014 minutes, and said the dedication for the sign for the Dover Middle School should be the Dover Transportation Center. Deputy Mayor Carrier moved to approve the Minutes as amended; seconded by Councilor McManus.
Vote: 8/0.

11. MAYOR'S REPORT

Mayor Weston said Councilor McManus has volunteered to represent the Council for the Dover Downtown TIF Advisory Board, and will be appointed with the approval of the Mayor's Report. She attended the Langdon Place dedication of the Veterans Wall. She said the Governor attended and spoke about the State of the State. She attended the Children's Museum to welcome the new School Superintendent, Dr. Elaine Arbour. Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Garrison.
Vote: 8/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

1. CHAPTER 131 – OFFENSES

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a public hearing on October 8, 2014; seconded by Councilor McManus.

Vote: 8/0.

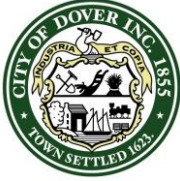
B. ORDINANCES IN THE 3rd READING – None

C. RESOLUTIONS – None

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE – Cocheco Valley Humane Society**
- 2. RAFFLE – Dover Main Street**
- 3. RAFFLE – Dover Shockwave Robotics**
- 4. RAFFLE – Dover Women's Health PA**



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

- 5. RAFFLE – Zebra Crossings**
- 6. RAFFLE & TAG – Dover Disabled Veterans, Chapter #5**

- 7. B14062 – AWARD OF RFP FOR PERFORMANCE APPRAISAL SOFTWARE
SPONSORED BY MAYOR WESTON BY REQUEST**

- 8. RAFFLE – Cocheco Valley Humane Society**

COMMITTEE REPORTS

- 1. School Board**
2. Planning Board
- 3. Appointments Committee**
4. Recreation Advisory Board
5. McConnell Center Advisory Committee
6. Arts Commission
7. Solid Waste Advisory Commission
- 8. Transportation Advisory Commission**
9. Legislative Liaison
- 10. Pool Advisory Committee**
11. Parking Commission
12. Ordinance Committee
13. Police and Parking Facility Building Committee
14. Joint Building Committee – Dover High School and Regional CTC

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor O'Connor.

Mayor Weston asked the Council if they had items they would like pulled for further discussion. Councilor O'Connor asked to pull Item 13.A.7.

Councilor Hooper asked to pull the School Board Report.

Deputy Mayor Carrier asked to pull the Appointments Committee Report.

Mayor Weston asked to pull the Transportation Advisory Commission Report.

Councilor O'Connor asked to pull the Pool Advisory Committee Report.

Mayor Weston asked for a vote on the remaining items on the Consent Calendar.

Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of 13.A.7.; seconded by Councilor O'Connor.

City Manager Joyal gave an overview of the performance evaluation software to the Council.

Councilor McManus said it should be brought forward in next year's budget.

Councilor O'Connor said it was an expensive "want" and not a need.

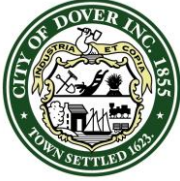
Councilor Cheney said it shouldn't come out of the contingency fund.

Roll Call Vote: 0/8; Failed.

Councilor Hooper gave an overview of the School Board Report to the Council.

Deputy Mayor Carrier moved to accept the School Board Report; seconded by Councilor Garrison.

Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

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

New Appointments:

Scott MacKenzie – Cemetery Board
JoAnn Rohde – Cemetery Board
Tyler Parkhurst – Arena Commission

Appointments to another Term:

David Dinzeo – Solid Waste Advisory Commission
Norm Fracassa – Recreation Advisory Board
Dennis Munson – Utilities Commission
Otis Perry – Parking Commission
Peter Schmidt – Transportation Advisory Commission
Kimberly Schuman – Arts Commission
Kirt Schuman – Planning Board

Reappointed as a Regular Member:

Elizabeth Goldman - change her status to regular position on Arts Commission.

Deputy Mayor Carrier moved to accept the Appointments Committee Report; seconded by Councilor Cheney.

Vote: 7/0. Councilor McManus abstained.

Mayor Weston moved to suspend the rules to discuss 13.B.2. at this point; seconded by Councilor O'Connor.

Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item 13.B.2.; seconded by Councilor O'Connor. City Manager Joyal invited Ms. Anna Boudreau, Open Lands Committee Chairperson, to speak to the Council.

Ms. Boudreau gave an overview of the resolution to the Council.

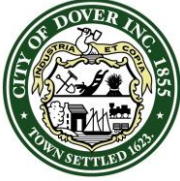
Roll Call Vote: 8/0.

Deputy Mayor Carrier listed the openings on Boards and Commissions.

Mayor Weston gave an oral report on the Transportation Advisory Commission Report to the Council. She said they have received the 75-page Downtown study, and the Transportation Advisory Commission will be having a meeting on October 27, 2014, 6:00 pm in City Hall to have an overview of the report.

Deputy Mayor Carrier moved to accept the Transportation Advisory Commission Report; seconded by Councilor Garrison.

Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

Councilor O'Connor gave an oral report on the Pool Advisory Committee to the Council. Deputy Mayor Carrier moved to accept the Pool Advisory Committee; seconded by Councilor Garrison.
Vote: 8/0.

B. RESOLUTIONS

1. AUTHORIZATION TO COMMIT FUNDS TO THE NUTRIENT CRITERIA, GREAT BAY ESTUARY COALITION
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Garrison. City Manager Joyal gave an overview of the resolution to the Council. He said it was a shared cost with three communities.
Roll Call Vote: 8/0.

2. AUTHORIZATION FOR THE PURCHASE OF A CONSERVATION EASEMENT BY THE CITY OF DOVER CONSERVATION COMMISSION
SPONSORED BY COUNCILOR GAGNON

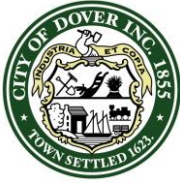
Moved up on the agenda to follow the Appointments Committee Report.

3. TRANSPORTATION ALTERNATIVE PROGRAM (TAP)
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor. Mayor Weston said the Transportation Advisory Commission recommended this resolution.
Roll Call Vote: 8/0.

4. 2014-2015 CITY COUNCIL RULES CHANGE – ORDER OF BUSINESS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL, WITH CITY COUNCIL VOTE OCCURRING ON OCTOBER 8, 2014)
SPONSORED BY MAYOR WESTON

Deputy Mayor Carrier moved to refer to a vote on October 8, 2014; seconded by Councilor O'Connor.
Mayor Weston gave an overview of the Council Rules change to the Council.
Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

**5. 2014-2015 CITY COUNCIL RULES CHANGE – ORDER OF BUSINESS
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL, WITH CITY
COUNCIL VOTE OCCURRING ON OCTOBER 8, 2014)
SPONSORED BY COUNCILOR CHENEY**

Councilor Cheney moved to refer to a vote on October 8, 2014; seconded by Councilor McManus.

Councilor Cheney gave an overview of the resolution to the Council. She said they work for the citizens and should be there for them.

Councilor Garrison said he felt this resolution should be voted down to refer to a vote on October 8, 2014. He said this is a conflicting resolution from Item #13.B.4.

Deputy Mayor Carrier talked about how hard the Council works and how he took offense at Councilor Cheney's comments.

Mayor Weston said Councilor Cheney's comments were inappropriate.

Councilor McManus motioned to move the question; seconded by Councilor Garrison.

Roll Call Vote: 6/2; Passed. Councilors Garrison and Hooper were opposed.

Mr. Brissette asked to speak to the Council.

Councilor O'Connor moved to suspend the rules to reopen Citizen's Forum; seconded by Councilor Cheney.

Roll Call Vote: 7/1; Passed. Deputy Mayor Carrier was opposed.

Mayor Weston reopened Citizen's Forum.

Jeffrey Brissette, 11 Fieldstone Drive: He spoke about the City Manager's comments regarding the resolution for the Tolend Road project.

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

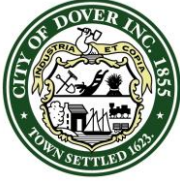
Councilor Garrison moved to suspend the rules to continue past 10:30 pm to complete the agenda; seconded by Councilor Hooper.

Roll Call Vote: 7/0. Councilor Hooper was absent from the Council Chambers.

**6. ADVANCED REFUNDING FOR CITY OF DOVER JUNE 15, 2005 GENERAL
OBLIGATION BONDS AND AUTHORIZATION TO ISSUE REFUNDING BONDS
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(TO REFERRED TO A PUBLIC HEARING ON OCTOBER 8, 2014, WITH A CITY
COUNCIL VOTE TO OCCUR ON OCTOBER 22, 2014)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a public hearing on October 8, 2014; seconded by Councilor Garrison.

Vote: 7/0. Councilor Hooper was absent from the Council Chambers.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, September 24, 2014**
Meeting Time: **7:00 pm**

7. AUTHORIZATION FOR PARTICIPATION IN STATE OF NEW HAMPSHIRE DRINKING WATER STATE REVOLVING LOAN FUND FOR WILLAND POND WATER MAIN IMPROVEMENT FY2014 CIP PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) (TO REFERRED TO A PUBLIC HEARING ON OCTOBER 8, 2014, WITH A CITY COUNCIL VOTE TO OCCUR ON OCTOBER 22, 2014) SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a public hearing on October 8, 2014; seconded by Councilor O'Connor.

Vote: 8/0.

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE

A. Two letters from Councilor Catherine Cheney, dated September 17, 2014.

Deputy Mayor Carrier moved to place correspondence on file; seconded by Councilor Cheney.

Councilor Cheney moved to add the correspondence from Mr. Brissette; seconded by Councilor O'Connor.

Mayor Weston asked for a vote to place all correspondence on file.

Vote: 8/0.

15. COUNCIL MATTERS OF INTEREST

Councilor McManus said that he and the Deputy Mayor will be having an open house at Café on the Corner September 27, 2014, 9:00 to 1:00 am.

Councilor O'Connor reminded the citizens about the Irish Festival.

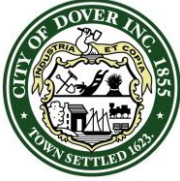
Mayor Weston talked about the LipSync Contest on November 14, 2014, 6:30 pm at Dover High School.

Mayor Weston said Saturday, November 1, 2014 she will be hosting a Coffee with the Mayor at Café on the Corner, 9:00 to 11:00 am.

16. ADJOURNMENT

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

Vote: 8/0.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2014.09.10 – 17**
Ordinance Title: Offenses
Chapter: 131

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 131 entitled “Offenses”.

2. AMENDMENT

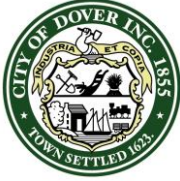
Chapter 131 shall be amended to include Section 131-23, “Hunting on City Property,” as follows:

131-23. Hunting on City Property.

A. No person shall hunt wildlife in or on the City owned land comprising and/or abutting the following properties, unless authorized in writing by the City Manager:

- (1) All Dover Public School facilities
- (2) Willand Pond Recreation Area
- (3) Dover Community Trail
- (4) Tolend Landfill
- (5) Pine Hill Cemetery
- (6) Guppey Park
- (7) Dover Community Services facilities on Mast Road
- (8) Wastewater Treatment Plant
- (9) Bellamy Park
- (10) Maglaras Park
- (11) Garrison Hill Park

B. The City Manager may provide for the posting of these City owned properties against hunting pursuant to RSA 635:4.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2014.09.10 – 17**

Ordinance Title: Offenses

Chapter: 131

C. Penalties

(1) Any person violating the provisions of this section shall be subject to a fine of up to one thousand dollars (\$1,000.00) per offense.

3. TAKES EFFECT

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

TO BE REFERRED TO A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

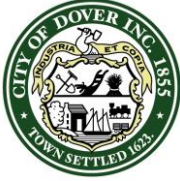
Sponsored by: Mayor Karen Weston
By request

Approved as to Legal Form
and Compliance:

Anthony I. Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2014.09.10 – 17**
Ordinance Title: **Offenses**
Chapter: **131**

DOCUMENT HISTORY:

First Reading Date: 09/10/2014	Public Hearing Date: 09/24/2014 and 10/08/2014
Approved Date:	Effective Date:

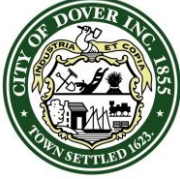
DOCUMENT ACTIONS:

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:

The City of Dover owns numerous parcels of property throughout the City, some of which are maintained as open space and parks, and some of which are adjacent to schools and/or City infrastructure. The hunting of wildlife on City property is incompatible with the use of these specified public properties and has the potential to cause damage to City residents, assets and infrastructure.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2014.09.24 – 98**
Resolution Re: **2014-2015 City Council Rules Change – Order of Business**

WHEREAS: Under 2014-2015 City Council Rules, Section VII. Order of Business, D. Workshop Meeting, Citizen's Forum is listed as item vi before item vii Adjournment; and

WHEREAS: Citizens have requested that the order of items be changed to allow Citizen's Forum to be listed as item v after item iv Roll Call Attendance to allow citizens to speak at a workshop at the beginning of the workshop instead of having to wait until the end.

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

That **Section VII. Order of Business** of the 2014-2015 City Council Rules currently reads as follows:

D. Workshop Meeting – The order of business to come before the Council during Workshop Meetings shall include, at a minimum, the following items (items ii and iii below may be eliminated if they have already occurred during a prior Council meeting held on the same date):

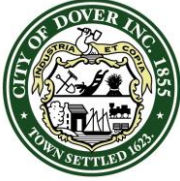
- i. Call to Order
- ii. Moment of Silence
- iii. Pledge of Allegiance
- iv. Roll Call Attendance
- v. Discussion/Presentation – Pertaining to a matter(s) of Council interest
- vi. Citizen's Forum - in accordance with provisions of Sections IV-A(iii) and V-E above.
- vii. Adjournment

That **Section VII. Order of Business** of the 2014-2015 City Council Rules shall be amended to read as follows:

D. Workshop Meeting – The order of business to come before the Council during Workshop Meetings shall include, at a minimum, the following items (items ii and iii below may be eliminated if they have already occurred during a prior Council meeting held on the same date):

- i. Call to Order
- ii. Moment of Silence
- iii. Pledge of Allegiance
- iv. Roll Call Attendance
- v. Citizen's Forum – in accordance with provisions of Sections IV-A(iii) and V-E above.
- vi. Discussion/Presentation – Pertaining to a matter(s) of Council interest
- vii. Adjournment

REQUIRES 2/3 MAJORITY VOTE OF THE CITY COUNCIL TO BE VOTED UPON AT THE NEXT REGULAR MEETING.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2014.09.24 – 98**
Resolution Re: **2014-2015 City Council Rules Change – Order of Business**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch Sponsored by: Mayor Karen Weston
Finance Director

Approved as to Legal Form and Compliance: Anthony I. 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.		

RESOLUTION BACKGROUND MATERIAL:

Reason for this change is to allow citizens to speak at a workshop at the beginning of the workshop instead of having to wait until the end. The action would eliminate the long wait, sometimes up to three hours, until the end of the meeting. This council has tried very hard to keep the public involved during our council meetings, and this change will allow more citizens to come and speak at a citizen forum earlier rather than later. The Mayor has been approached by parents, citizens and business owners about the rule.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2014.09.24 – 101**

Resolution Re: **AMENDMENT TO COUNCIL RULES
RULE VII Order of Business D. Workshop Meeting**

WHEREAS: The Dover City Council adopted Council Rules for the conduct of business of the City Council; and

WHEREAS: The efficient conduct of City Council business will be enhanced with an amendment to the Council Rules.

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

Rule VII Order of Business D. Workshop Meeting of the Dover City Council Rules 2014-2015 is amended to allow citizens to address the Council during Workshop sessions as shown in the Background of this resolution.

NOTE: This requires a 2/3 majority vote and advance notice at a Regular Meeting pursuant to Council Rules.

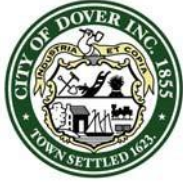
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Catherine Cheney

Approved as to Legal Form: Anthony Blenkinsop
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2014.09.24 - 101**

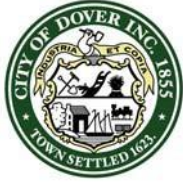
Resolution Re: **AMENDMENT TO COUNCIL RULES
RULE VII Order of Business D. Workshop Meeting**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2014.09.24 – 101**

Resolution Re: AMENDMENT TO COUNCIL RULES
RULE VII Order of Business D. Workshop Meeting

RESOLUTION BACKGROUND MATERIAL:

- D. Workshop Meeting – The order of business to come before the Council during Workshop Meetings shall include, at a minimum, the following items (items ii and iii below may be eliminated if they have already occurred during a prior Council meeting held on the same date). **In the case where more than one segment vi. Discussion/Presentation occurs on an agenda for a Workshop Meeting there will be a Citizen’s Forum between presentations:**
- i. Call to Order
 - ii. Moment of Silence
 - iii. Pledge of Allegiance
 - iv. Roll Call Attendance
 - v. **Citizen’s Forum in accordance with provisions of Sections IV-A(iii) and V-E above.**
 - vi. Discussion/Presentation – Pertaining to a matter(s) of Council interest
 - vii. Citizen’s Forum - in accordance with provisions of Sections IV-A(iii) and V-E above.
 - viii. Discussion/Presentation – Pertaining to a matter(s) of Council interest**
 - ix. Citizen’s Forum - in accordance with provisions of Sections IV-A(iii) and V-E above.)**
 - x. Adjournment

This Rule change would add a Citizen’s Forum segment before each presentation and preserve the Citizen’s Forum segment after the presentation for any Citizen’s arriving late, wishing to comment after hearing the workshop material, or whatever the case may be for wishing to speak at the end of a presentation.

Received 9/23/14



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

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: Community Action Partnership of Strafford County
Federal Tax ID number for Organization: 02-0268636

Check (✓) Nature of Organization:

Religious __, Educational __, Charitable ✓, Civic __, Sports __, Veterans __, Fraternal or Political __, Other __
(Describe) CAPs mission is to educate, advocate and assist people in Strafford County
Contact Person: Suzanne Weete 603-583-_____ Day Time Telephone: to meet their basic needs + promote
Address: 642 Central Ave. Dover, NH 2756 Email: Sweete@straffordcap.org self-employment
Purpose of Permit: 50/50 raffle + raffle basket at event on 11/14 @ DHS.
Date of Event: 11/14/14 Specific Time: 6:30pm
Location of Event: Dover High School Auditorium

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: 50/50 + raffle baskets representing 13 communities in S.C.
Cost of Ticket: \$1 = 1 ticket, \$5 = 10 tickets Date of Drawing: 11/14/14
Place of Drawing: DHS

* 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.doh.nh.gov/charitable-trusts/faq.htm>

JKR

PARADE PERMITS & BLOCK PARTIES ONLY

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

Police Department Parade Route/Block Party Approval Signature: _____

Printed Name: _____ Check Here If Parade Route Is Attached: _____

ROAD TOLL ONLY

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

Road Toll Location: _____

Police Department Road Toll Approval Signature: _____

Printed Name: _____

Licensing Board Approval [Signature] Date: 10/1/14

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: Suzanne Weete DATE: 9/17/14

603-583-2756



APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

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: Pet Tails Rescue

Federal Tax ID number for Organization: 45-4904366

Check (✓) Nature of Organization:

Religious, Educational, Charitable ✓, Civic, Sports, Veterans, Fraternal or Political, Other

(Describe) Pet Rescue from high-Kill Southern shelters

Contact Person: Lynda

Day Time Telephone: 603-948-2947

Address: 36 Franklin Hrs, Rochester, NH

Email fundraising@pettailsrescue.org

Purpose of Permit: Raffle

Date of Event: Oct. 19, 2014

Specific Time: 11:30 AM - 8:30 PM

Location of Event: Margaritas

RAFFLE PERMIT ONLY

Prize (s) To Be Awarded: Gift Cards, Pet-Themed Prizes, Local Artist's Work

Cost of Ticket (tentative) \$2/ticket - Date of Drawing: Oct. 19, 2014 (same day)

Place of Drawing: Margaritas (at event)

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

http://www.doj.nh.gov/charitable-trusts/faq.htm

PARADE PERMITS & BLOCK PARTIES ONLY

PARADE PERMITS ONLY

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

Police Department Parade Route/Block Party Approval Signature:

Printed Name:

Check Here If Parade Route Is Attached:

ROAD TOLL ONLY

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

Road Toll Location:

Police Department Road Toll Approval Signature:

Printed Name:

Licensing Board Approval

[Signature]

Date:

9/11/14

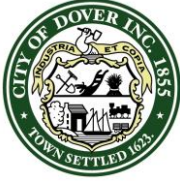
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT:

DATE:

Lynda E. Augustine

9-28-14



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2014.10.08 – 105**
Resolution Re: B08043 Award of Additional Scope of Services Traffic Signal Program Sebago Technics

WHEREAS: The City of Dover had solicited Request for Qualifications B08043 for design services in developing an Access/Safety/Efficiency Management Plan for the City of Dover and they were opened February 1, 2008 @ 2:00PM and council awarded to Sebago Technics in the amount of \$39,849; and

WHEREAS: Over the years there have been several phases awarded to Sebago Technics Inc based upon their intimate engineering knowledge of the City’s signal system, timings, phases, coordination plans and approach volumes at differing times of the day; and

WHEREAS: Progress continues to be made in improving the capabilities and efficiencies of the City’s traffic signals. Sebago has offered a scope of work outlined in the background section, for FY15 in the amount of \$75,000. It is the recommendation to continue the Traffic Signal Program with Sebago Technics.

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 Sebago Technics, Inc of Westbrook, ME in the amount of \$75,000 at corresponding rates provided September 25, 2014. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000.1.300.43121.4730.00000.00	CS street Imprvemens	75,000	75,000

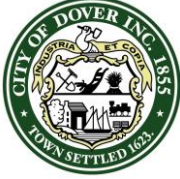
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

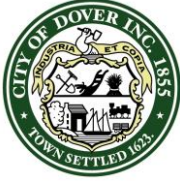
Resolution Number: **R – 2014.10.08 – 105**
Resolution Re: B08043 Award of Additional Scope of Services Traffic
Signal Program Sebago Technics

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.3.

Resolution Number: **R – 2014.10.08 – 105**
Resolution Re: B08043 Award of Additional Scope of Services Traffic Signal Program Sebago Technics

RESOLUTION BACKGROUND MATERIAL:

The purpose of an access/safety/efficiency management plan is to increase capacity and improve safety. A corridor access/safety/efficiency plan can help insure that existing capacity can be preserved over the long term, while at the same time providing necessary coordinated vehicular access to new development along the hospital section of the Central Avenue corridor. Functional integrity and safety of the corridor must be maintained, while the public and private needs for service to adjacent land parcels can be accommodated as long as said service is well planned and coordinated among stakeholders.

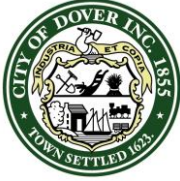
When the initial “Hospital” corridor section along Central Avenue was completed by Sebago, it became apparent that the entire corridor and all adjunct signal groups in the City were in need of central coordination and optimization. Previously, a change order funded Phase I of the work required to undertake the City’s signal system upgrade program comprehensively was approved by the Council. The ultimate goal is to communicate with and manage, on a real-time basis, all signal facilities using the new central computer and MarcNX software, while eventually expanding existing Signal Groupings and creating new ones. In addition, each phase of the project has and will include providing telephone modem drops at all outlying isolated signals so that communications can also be achieved with these intersections, as well.

The proposal for Phase I dated August 18, 2010 from Sebago Technics in the amount of \$72,650 was approved via council resolution R2010.08.25. Tasks 1-4 contained in the Phase I agreement and contract has been completed. The proposal for Phase II dated August 26, 2011 from Sebago Technics in the amount of \$206,000 was approved via council resolution R2011.09.14. In 2013 the city accepted a proposal for work to continue in the amount of \$154,604 with Sebago Technics and was approved via council resolution R2013.09.11.

Sebago Technics Inc is now offering a scope of work in the amount of \$75,000 for work as follows:

- Upgrade Existing cabinet at Back River Rd \$12,000
- Upgrade signal indications at Central & Weeks Lane \$3,000
- Replace controller & install radio communications at Upper Sq \$11,000
- Replace controller & install radio communications at Lower Sq \$15,000
- Install communications Silver St to City Hall \$11,000
- Populating central management software with data on 11 signals \$5,500
- Continue recording historical traffic volumes \$2,000
- Work with city GIS staff on database \$3,500
- Inspect & inventory 12 controller cabinets \$3,000
- Coordinate with silver St reconstruction \$5,000
- Address complaints as received \$4,000

Each of the phases were awarded to Sebago Technics based upon their intimate engineering knowledge of the City’s signal system, timings, phases, coordination plans and approach volumes at differing times of the day.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2014.10.08 – 105**
Resolution Re: B08043 Award of Additional Scope of Services Traffic
Signal Program Sebago Technics

Bid Information:

Sealed request for bid B08043 was issued and awarded to Sebago Technics in 2008

Award Information:

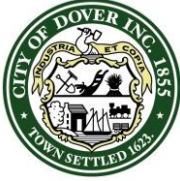
A purchase order will be issued to the vendor selected to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	56	Number of Responses:	8 and 6 nb
Warranty:	none	Terms:	Net 30, FOB Dover
Prices will hold for:	Until Completion	Estimated Delivery:	2014
Recommended Award to:	Sebago Technics Inc	Fund:	Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid

Vendor Solicitation List & Results:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2014.10.08 – 106**
Resolution Re: **B15004 Segregation and Recycling of Construction
Debris and Demolition Waste**

WHEREAS: The sealed requested for bid B15004 was requested and received for the segregation and recycling of construction debris and demolition waste on September 24, 2014 at 11:00 a.m. The city also requested pricing for stump and tree waste recycling services should the need arise; and

WHEREAS: Responses were received from two vendors, of which one was a no bid. Pricing was offered by the current vendor and was reviewed and evaluated and deemed most advantageous for the city to accept. It is the recommendation to accept proposal submitted by Aggregate Recycling Corp. in the amount of \$69.00 per ton for construction and demolition debris. Should the need arise, the offer for stump removal is \$35.00 per ton and tree waste is \$20.00 per ton.

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 Aggregate Recycling Corp of Eliot ME for segregation and recycling of construction debris and demolition waste given per ton rates provided in conjunction with B15004 on September 24, 2014. The amount of this authorization shall be limited so as not to exceed available funding.

Financing			
Account	Description	Appropriation	Balance
1000.1.300.43240.4421.0000.00	CS Recycling Mgmt Waste Disposal	91,700.00	68,200.00

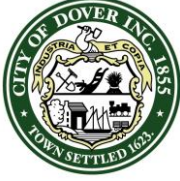
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

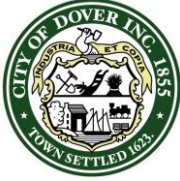
Resolution Number: **R – 2014.10.08 – 106**
Resolution Re: **B15004 Segregation and Recycling of Construction Debris and Demolition Waste**

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 – 2014.10.08 – 106**
Resolution Re: **B15004 Segregation and Recycling of Construction Debris and Demolition Waste**

RESOLUTION BACKGROUND MATERIAL:

The Community Service Department has solicited to several companies that provide segregation and recycling of construction debris and demolition waste services. The city has moved away from sending construction debris waste to land fills and toward recycling as much of this material as possible. The city generates approximately 900 tons of debris annually and has two dumpsters that it will fill and haul to Aggregate Recycling in Eliot ME for segregation and recycling.

Award Information:

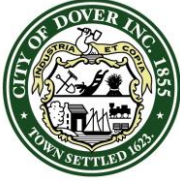
A purchase order will be issued to Aggregate Recycling Corp to be used as needed.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	59	Number of Responses:	2
Warranty:	None	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	No
Prices will hold for:	One year	Estimated Delivery:	As needed
Recommended Award to:	ARC	Fund:	Recycling Management
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

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.A.5.

Resolution Number: **R - 2014.10.08 – 107**
Resolution Re: B15005 Natural Gas Supplier

WHEREAS: The sealed request for bid B15005 was requested and received for Natural Gas on September 23, 2014 at 11:00 am for a one year, locked rate agreement. Due to the changing market vendors are reluctant to offer locked in rates and prefer the swing rate method. Those who will offer locked in rates can only hold locked pricing for one day so customers have a short sign up window; and

WHEREAS: The City, in combination with the Dover School District and Dover Housing Authority have several locations where natural gas is utilized and supplied on an “as needed” schedule. The one vendor replying to this request is the current vendor for all three entities, Santa Buckley Energy. The unit pricing offered to the City is a guaranteed rate of \$.814 per therm from October 1, 2014 to September 30, 2015; and.

WHEREAS: The city grouped the three entities in an effort to get the best price and requested a group price as well as individual entity pricing. One reply was received and it is in the best interest of the City to accepted pricing on an individual basis and accepts offer from current vendor Santa Buckley Energy.

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 Santa Buckley Energy for the city portion of natural gas at the rate of \$.814 per therm provided September 24, 2014. The amount of this authorization shall be limited so as to not exceed available funding.

Financing

Account	Description	Appropriation	Balance
xxxx.1.xxx.xxxxx.4621.xxxxx.xx	Natural Gas	228,715.00	209,895.00

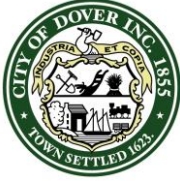
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

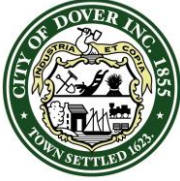
Resolution Number: **R - 2014.10.08 – 107**
Resolution Re: B15005 Natural Gas Supplier

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 - 2014.10.08 – 107**
Resolution Re: B15005 Natural Gas Supplier

RESOLUTION BACKGROUND MATERIAL:

The city combined with the Dover School District and Dover Housing Authority for the solicitation of natural gas B15005 to be provided for several locations as needed. Based on last years usage the bid indicates a need for:

- City of Dover of approximately 166,392 therms,
- Dover School District of approximately 337,000 therms
- Dover Housing Authority in the estimated amount of 300,730 therms

Due to the changing market vendors can only hold pricing for the day of bid opening. Due to the ever changing price of fuel and in an effort to get the best price the city requested a combined price for all three entities as well as pricing to be listed separately for each entity.

It is in the best interest of the City to award city locations to Santa Buckley Energy at the rate of \$.814.

Award Information:

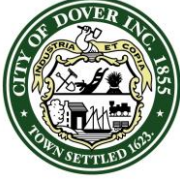
A purchase order will be issued to authorize this expenditure.

Purchasing Information:

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	79	Number of Responses:	1
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until 9/30/15	Estimated Delivery:	As needed
Recommended Award to:	Santa Buckley Energy	Fund:	GF
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

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.A.6.

Resolution Number: **R – 2014.10.08 – 108**
Resolution Re: **Application for Lot Restoration – 3 Columbus Avenue**

WHEREAS: NH RSA 674:39-aa (Supp. 2011) allows property owners whose property has been involuntarily merged by a municipality to apply to the City Council to unmerge the lots; and

WHEREAS: The owner of property at 3 Columbus Avenue (Assessor's Map F, Lot 1F) has submitted an application to restore the lots; and

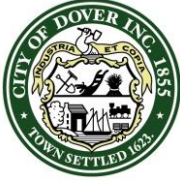
WHEREAS: City records show no indication that voluntary merger has occurred in the chain of title.

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

Pursuant to RSA 674:39-aa the former lot line between the lot at the corner of Tolend Road and Columbus Avenue and the right-of-way, and the former lot line between the right-of-way and lot #10 as depicted on a plan titled "Partial Plan of Lots on Land of Patrick McCarthy, Columbus Avenue & Tolend Road," prepared by Gerald A. Crawford, dated August 1954, and recorded at the Strafford County Register of Deeds as Plan #5, Pocket #8, Folder #2, is hereby restored as shown on said plan.

AUTHORIZATION

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		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2014.10.08 – 108**
Resolution Re: **Application for Lot Restoration – 3 Columbus Avenue**

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:

RSA 674:39-aa (Supp. 2011) allows property owners whose property has been involuntarily merged by a municipality to apply to the City Council to unmerge the lots. The Statute requires that in order to approve the restoration, it must be the case that the owner has not committed any overt action or engaged in any conduct that indicates that the owner regarded the lots as merged, including but not limited to, abandoning a lot line, or placing a structure on the lot line. If the owner has committed such an act or engaged in such conduct, the merger is considered voluntary and the only way to separate the lots would be by a subdivision. The burden of demonstrating that a merger was voluntary is on the municipality.

The restoration of the lots to their premerger status shall not cure any non-conformity with existing land use ordinances. Furthermore, the lots shall no longer be assessed as one lot for property tax evaluation purposes.

The applicant submitted the attached application to restore the lots and right-of-way on September 22, 2014. Among these the applicant provided a copy of a plan titled “Partial Plan of Lots on Land of Patrick McCarthy, Columbus Avenue & Tolend Road,” prepared by Gerald A. Crawford, dated August 1954 and recorded at the Strafford County Register of Deeds as Plan #5, Pocket #8, Folder #2., depicting the two lots in question (one of which is not identified but is located at the corner of Tolend Road and Columbus Avenue, and the other is identified as Lot #10), and the right-of-way, which is located in-between the two lots. Staff reviewed City of Dover records and found no instance of voluntary merger, whether for assessing, zoning or taxation purposes.



City of Dover, New Hampshire APPLICATION FOR LOT RESTORATION

[Revision Date: May 6, 2012]

Office Use Only

Date Received _____

In accordance with RSA 674:39 aa, lots or parcels that were involuntarily merged by municipal action for zoning, assessing, or taxation purposes prior to September 18, 2010 shall be restored to their premerger status provided that request is submitted to the City Council prior to December 31, 2016 and no owner in the chain of title voluntarily merged his or her lots.

APPLICANT AND OWNER INFORMATION

Name of Applicant: LEON (sam) CROWLEY Telephone # 603-834-2510
Address of Applicant: 51 GLENHILL RD E-Mail Address LCrow78533@AOL.COM
Name of Property Owner (if different from applicant): FLORENCE MORRISSETTE Telephone # 603-742-5687
Address of Property Owner: 3 COLUMBUS AVE E-Mail Address _____

PROPERTY INFORMATION

Assessor's Map # F Lot # 1F Zoning District(s) R-20

Please provide:

- A Copy of the deed for the parcel(s)/lot(s)
- A Copy of any recorded plans or surveys which may depict the premerger configuration of any lots.
- If any part of the existing map/lot is improved by a structure, the applicant must provide a signed & stamped as-built survey which reflects the location of the structure.
- If the applicant is someone other than the property owner, a letter from the property owner authorizing the applicant to submit this application and make the request to restore the property owner's lot(s) to pre-merger status.

REQUEST CERTIFICATION

I/we hereby verify by signing this application that I/We understand that the restoration of the lots to their premerger status shall not cure any non-conformity with existing land use ordinances. It is further understood that the above described lots shall no longer be assessed as one lot for property tax evaluation purposes.

Signature of Property Owner: Florence Morriassetto Date: _____

Signature of Applicant (if different from owner): Leon Crowley Date: 8-20-14

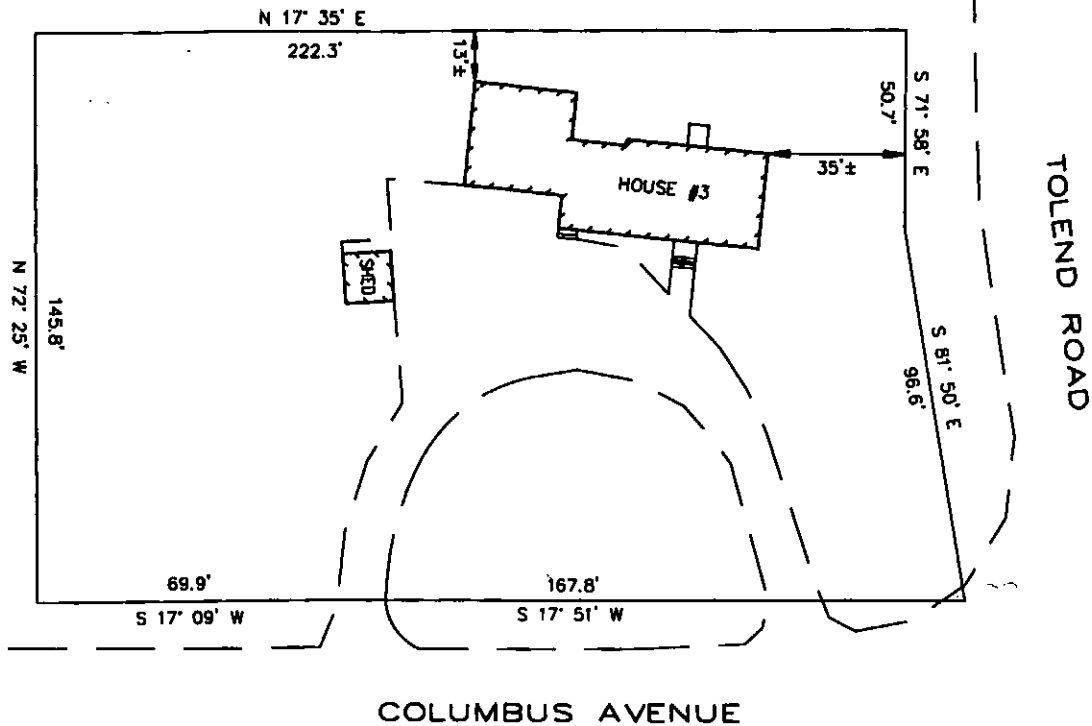
(For Office Use Only)

In accordance with RSA 674:39 aa, we have found no evidence of voluntary lot merger.

Tax Assessor [Signature] Date 9/22/14

Zoning Administrator [Signature] Date 9/22/14

MCCARTHY BOULEVARD

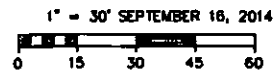


SCRD 1941/802

NOTE:

- 1.) THE PARCEL DEPICTED IS SHOWN ON A RECORD SUBDIVISION PLAN ENTITLED "PARTIAL PLAN OF LOTS ON LAND OF PATRICK MCCARTHY, COLUMBUS AVENUE & TOLEND ROAD, DOVER, NEW HAMPSHIRE. SCALE: 1" = 40'; DATED: AUGUST, 1954; BY: GERARD A. CRAWFORD." AND RECORDED AT STRAFFORD COUNTY REGISTRY OF DEEDS (SCRD) AS PLAN #5, POCKET #B, FOLDER #2.

SKETCH PLAN
OF
3 COLUMBUS AVENUE
DOVER, NEW HAMPSHIRE



McEneaney
Survey
Associates, inc.

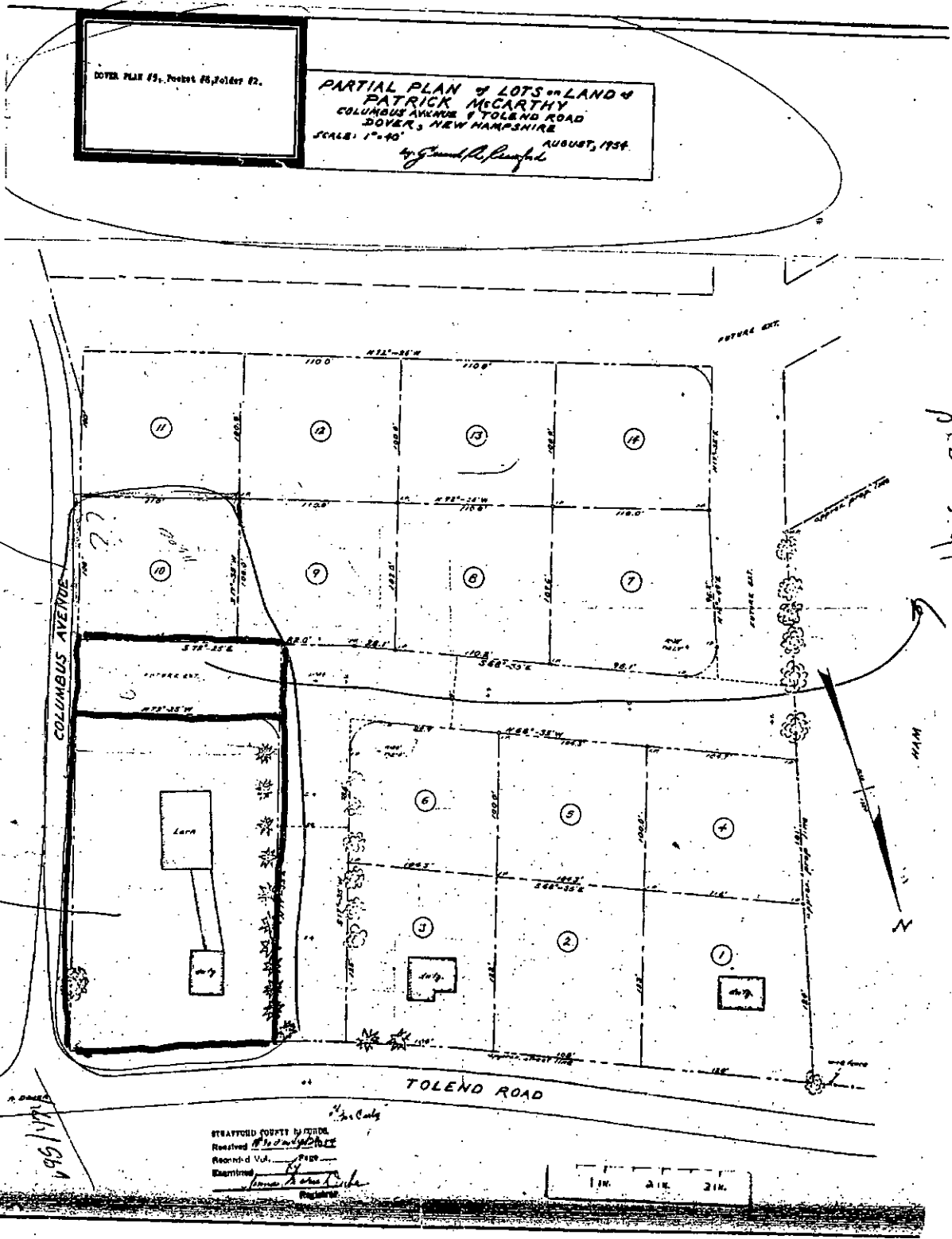
P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

PROJECT No- 14-2076 FILE=VR CP:\2076\14-2076

NOT TO BE RECORDED SURVEYING PLANNING CONSULTING

DOVER PLAN #3, Sheet #6, Folder #2.

PARTIAL PLAN of LOTS on LAND of
PATRICK MCCARTHY
COLUMBUS AVENUE & TOLEND ROAD
DOVER, NEW HAMPSHIRE
SCALE: 1"=40'
AUGUST, 1954
by G. Edward R. [unclear]



Survey of
just this
lot
existing lot

this 3rd
piece was originally owned
approved as a privately owned
ROW, not a separate buildable parcel,

There would
be 2 lots in the end
a ROW to be part
of McCarthy Blvd

STAFFORD COUNTY RECORDS
Received of [unclear]
Recorded Vol. [unclear] Page [unclear]
Subscribed [unclear]
[unclear]

1 IN. 2 IN. 3 IN.

Know all Men by these Presents:

105/474

174/5609

THAT I, Patrick McCarthy, a widower, of Dover, County of Strafford and State of New Hampshire

for consideration paid, grant to Lionel J. Breton and Florence Breton, both of Somersworth in said County of Strafford,

as joint tenants with rights of survivorship, and not as tenants in common, with warranty covenants the certain tract of land, with the buildings thereon, situate on the southerly side of Toland Road, so-called, in said Dover, bounded and described as follows:

Beginning at an iron pipe on the southerly side of said Toland Road at the intersection of said Toland Road with the westerly side of Columbus Avenue, so-called, thence running S 17° - 51' W, along said Columbus Avenue, a distance of One Hundred Sixty-seven and Eight tenths (167.8) feet, more or less, to an iron pipe; thence continuing along said Columbus Avenue S 17° - 09' W, a distance of Two Hundred Nineteen and Nine tenths (219.9) feet, more or less, to an iron pipe; thence turning and running N 72° - 25' W, a distance of One Hundred Thirteen and Six tenths (113.6) feet, more or less, to an iron pipe; thence turning and running N 17° - 35' E, a distance of One Hundred (100) feet, more or less, to an iron pipe; thence turning and running N 72° - 25' W, a distance of Thirty-three and Three tenths (33.3) feet, more or less, to an iron pipe; thence turning and running N 17° - 35' E, a distance of Two Hundred Seventy-two and Three tenths (272.3) feet, more or less, to an iron pipe on the southerly side of said Toland Road; thence turning and running S 71° - 58' E, along said Toland Road, a distance of Fifty and Seven tenths (50.7), more or less, to an iron pipe; thence continuing S 81° - 50' E, a distance of Ninety-six and Six tenths (96.6) feet, more or less, to the iron pipe at the point of beginning.

Reference is made to "Plan of Part of Land of Patrick McCarthy, Dover, New Hampshire, Scale: 1" = 40', November, 1958, by Gerard A. Crawford, Surveyor", which said plan is to be recorded in Strafford County Registry of Deeds.

Meaning and intending hereby to convey a part of the premises conveyed to me by deed of Timothy O'Neil, dated June 23, 1919, recorded in Strafford County Registry of Deeds, Book 388, Page 197.



I am a widower (with the power to execute and deliver, and to convey, and to grant, and to sell, and to mortgage, and to lease, and to otherwise dispose of, my real and personal estate)

Witness my hand and seal this 14th day of November, 1958

WITNESS:

Charles W. Jackson

Patrick J. McCarthy

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

On this the 14th day of November, 1958, before me,

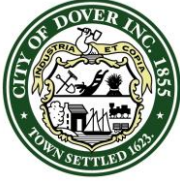
the undersigned officer, personally appeared Patrick McCarthy known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein expressed.

In witness whereof I hereunto set my hand and official seal.

Charles W. Jackson
Public
Title of Officer

RECEIVED 10:48 A. M. November 17, 1958

EXAMINED BY *Margaret C. Holmes* Register



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2014.10.08 – 109**
Resolution Re: **New Hampshire Department of Health and Human Services Standard Lease Agreement**

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 State of New Hampshire put the lease of space for this JPPO office out to bid in July. The City responded in August and was awarded the bid (which turns out to be the continuation of JPPO as a current tenant).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT**

1. Parties to the Lease:

This indenture of Lease is made this _____ day of _____, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: City of Dover

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 288 Central Avenue

Street Address (principal place of business)

Dover New Hampshire 03820 (603) 516-6410
City *State* *Zip* *Telephone number*

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: Health and Human Services

Address: 129 Pleasant Street

Street Address (official location of Tenant's business office)

Concord, New Hampshire 03301 (603) 271-9502
City *State* *Zip* *Telephone number*

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 61 Locust Street, First Floor, Suites 128 and 129

(street address, building name, floor on which the space is located, and unit/suite # of space)

Dover, New Hampshire 03820
City *State* *Zip*

The demise of the premises consists of: approximately 1,676 square feet

(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1st day of October, in the year 2014, and ending on the 30th day of September, in the year 2019, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: _____
Date: _____

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 5 year(s) commencing on the 1st day of October, in the year 2014, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) **"Completion" defined as "Substantial Completion":** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) NO Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (*insert month, date and year*) October 1, 2014

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: _____
Date: _____

5. Conditional Obligation of the State:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant solely responsible for telephone, data and security surveillance services with direct payment to provider thereof.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: _____
Date: _____

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

office space for its employees engaged in the delivery of health and human services

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: _____

Date: _____

8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: _____

Date: _____

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: _____

Date: _____

9. Manner of Work, Compliance with Laws and Regulations: All new construction, renovations and/or alterations to existing buildings, hereinafter known as “work” shall conform to the following:

All work, whether undertaken as the Landlord’s or Tenant’s responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute’s building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a “certificate of occupancy” is required shall obtain the “certificate” from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant’s design intent floor plans, specifications, and schedules; which together shall be called the “Tenant’s Design-Build Documents”. The Tenant’s finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 Barrier-Free Accessibility: No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 “Minimum Requirements” (for new construction).

9.2 Work Clean Up: The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 State Energy Code: New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

9.4 Alterations, etc.: The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 Ownership, Removal of Alterations, Additions or Improvements: All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. New construction, Additions, Renovations or Improvements to the Premises:

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant’s Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord’s responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: _____

Date: _____

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: _____

Date: _____

- 13. Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
- 14. Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
- 15. Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: _____

Date: _____

17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observance of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

Landlord Initials: _____

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19. Surrender of the Premises: In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. Hazardous Substances:

20.1 Disclosure: The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 Maintenance/Activity Compliance: In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 Action to Remove/Remediate: The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 Non-Permitted Use, Generation, Storage or Disposal: The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 Asbestos:

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 Material Safety Data Sheets (MSDS)

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: _____

Date: _____

21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Gary Bannon

Title: Director

Address: 861 Locust Street, Suite 124, Dover NH 03820 Phone (603) 516-6410

Email Address: g.bannon@dover.nh.gov

23.2 Tenant's Contact Person: Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: Leon Smith

Title: Administrator

Address: 129 Pleasant Street, Concord, NH 03301 Phone: (603) 271-9502

Email Address: lsmith@dhhs.state.nh.us

24. Landlord's Relation to the State of New Hampshire: In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:

25.1 Compliance with Laws, etc: In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

25.2 Discrimination: During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

25.3 Funding Source: If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

Landlord Initials: _____

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regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

28.1 Extent of Instrument, Choice of Laws, Amendment, etc.: This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

28.2 No Waiver or Breach: No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

28.3 Unenforceable Terms: If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

28.4 Meaning of "Landlord" and "Tenant": Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

28.5 Headings: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

28.6 Entire Agreement: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

28.7 No Waiver of Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

28.8 Third Parties: The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

28.10 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: _____

Date: _____

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of Health and Human Services

Authorized by: *(full name and title)* _____
Sheri L. Rockburn, Chief Financial Officer

LANDLORD: *(full name of corporation, LLC or individual)* City of Dover

Authorized by: *(full name and title)* _____

Signature

Print: J. Michael Joyal, Jr., City Manager
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: _____ COUNTY OF: _____

UPON THIS DATE *(insert full date)* _____, appeared before

me *(print full name of notary)* _____ the undersigned officer personally

appeared *(insert Landlord's signature)* _____

who acknowledged him/herself to be *(print officer's title, and the name of the corporation)* _____

_____ and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. *(provide notary signature and seal)*

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: _____

Approving Attorney: _____

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: _____

Date: _____

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule: *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

The Premises are comprised of approximately 1,676 square feet of space (as set forth in "Section 2" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

After the Effective Date of the Agreement forth in Section 3.1 herein the Landlord shall have until the date set forth for commencement of the "Occupancy Term" in Section 3.2 herein to complete construction of the Premises. Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the "Rental Schedule" herein.

FIVE (5) YEAR RENTAL SCHEDULE

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	10/1/2014 – 9/30/2015	\$13.40	\$1,871.53	\$22,458.40	
Year 2	10/1/2015 – 9/30/2016	\$13.67	\$1,909.24	\$22,910.92	2%
Year 3	10/1/2016 – 9/30/2017	\$13.94	\$1,946.95	\$23,363.44	2%
Year 4	10/1/2017 – 9/30/2018	\$14.22	\$1,986.06	\$23,832.72	2%
Year 5	10/1/2018 - 9/30/2019	\$14.50	\$2,025.17	<u>\$24,302.00</u>	2%
Total five-year term				\$116,867.48	

Landlord Initials: _____
Date: _____

**ATTACHMENT TO EXHIBIT A
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	10/1/2014	\$ 13.40	\$ 1,871.53		
	11/1/2014	\$ 13.40	\$ 1,871.53		
	12/1/2014	\$ 13.40	\$ 1,871.53		
	1/1/2015	\$ 13.40	\$ 1,871.53		
	2/1/2015	\$ 13.40	\$ 1,871.53		
	3/1/2015	\$ 13.40	\$ 1,871.53		
	4/1/2015	\$ 13.40	\$ 1,871.53		
	5/1/2015	\$ 13.40	\$ 1,871.53		
2016	6/1/2015	\$ 13.40	\$ 1,871.53		\$ 16,843.80
	7/1/2015	\$ 13.40	\$ 1,871.53		
2017	8/1/2015	\$ 13.40	\$ 1,871.53		
	9/1/2015	\$ 13.40	\$ 1,871.53	\$ 22,458.40	
	10/1/2015	\$ 13.67	\$ 1,909.24		
	11/1/2015	\$ 13.67	\$ 1,909.24		
	12/1/2015	\$ 13.67	\$ 1,909.24		
	1/1/2016	\$ 13.67	\$ 1,909.24		
	2/1/2016	\$ 13.67	\$ 1,909.24		
	3/1/2016	\$ 13.67	\$ 1,909.24		
	4/1/2016	\$ 13.67	\$ 1,909.24		
	5/1/2016	\$ 13.67	\$ 1,909.24		
	6/1/2016	\$ 13.67	\$ 1,909.24		\$ 22,797.79
	7/1/2016	\$ 13.67	\$ 1,909.24		
	8/1/2016	\$ 13.67	\$ 1,909.24		
	9/1/2016	\$ 13.67	\$ 1,909.24	\$ 22,910.92	
2018	10/1/2016	\$ 13.94	\$ 1,946.95		
	11/1/2016	\$ 13.94	\$ 1,946.95		
	12/1/2016	\$ 13.94	\$ 1,946.95		
	1/1/2017	\$ 13.94	\$ 1,946.95		
	2/1/2017	\$ 13.94	\$ 1,946.95		
	3/1/2017	\$ 13.94	\$ 1,946.95		
	4/1/2017	\$ 13.94	\$ 1,946.95		
	5/1/2017	\$ 13.94	\$ 1,946.95		
	6/1/2017	\$ 13.94	\$ 1,946.95		\$ 23,250.31
	7/1/2017	\$ 13.94	\$ 1,946.95		
2019	8/1/2017	\$ 13.94	\$ 1,946.95		
	9/1/2017	\$ 13.94	\$ 1,946.95	\$ 23,363.44	
	10/1/2017	\$ 14.22	\$ 1,986.06		
	11/1/2017	\$ 14.22	\$ 1,986.06		
	12/1/2017	\$ 14.22	\$ 1,986.06		
	1/1/2018	\$ 14.22	\$ 1,986.06		
	2/1/2018	\$ 14.22	\$ 1,986.06		
	3/1/2018	\$ 14.22	\$ 1,986.06		
	4/1/2018	\$ 14.22	\$ 1,986.06		
	5/1/2018	\$ 14.22	\$ 1,986.06		
6/1/2018	\$ 14.22	\$ 1,986.06		\$ 23,715.40	
2019	7/1/2018	\$ 14.22	\$ 1,986.06		
	8/1/2018	\$ 14.22	\$ 1,986.06		
	9/1/2018	\$ 14.22	\$ 1,986.06	\$ 23,832.72	
	10/1/2018	\$ 14.50	\$ 2,025.17		

Landlord Initials: _____
Date: _____

	11/1/2018	\$ 14.50	\$ 2,025.17		
	12/1/2018	\$ 14.50	\$ 2,025.17		
	1/1/2019	\$ 14.50	\$ 2,025.17		
	2/1/2019	\$ 14.50	\$ 2,025.17		
	3/1/2019	\$ 14.50	\$ 2,025.17		
	4/1/2019	\$ 14.50	\$ 2,025.17		
	5/1/2019	\$ 14.50	\$ 2,025.17		
	6/1/2019	\$ 14.50	\$ 2,025.17		\$ 24,184.68
2020	7/1/2019	\$ 14.50	\$ 2,025.17		
	8/1/2019	\$ 14.50	\$ 2,025.17		
	9/1/2019	\$ 14.50	\$ 2,025.17	\$ 24,302.00	\$ 6,075.50
Total Rent				\$ 116,867.48	\$ 116,867.48

Landlord Initials: _____
Date: _____

Part II: **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the “rent” set forth in “Part I” above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a “schedule of payments” for any installments to be paid towards the total additional payment.*

Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

Landlord Initials: _____
Date: _____

EXHIBIT B

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

Janitorial services to be provided by Landlord as described in the "Statement of Work for Janitorial Services" and "Frequencies of Janitorial Services" descriptions provided within this Section. All janitorial services shall be provided by the Landlord as described at no additional cost to the Tenant, the cost shall be included in the "rent" set forth in "Exhibit A" herein.

Landlord Initials: _____
Date: _____

EXHIBIT B

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. SCOPE: These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. HOURS OF SERVICE: All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. DEFINITIONS OF SERVICES:
 - A. Sweeping - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. Buffing - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.

Landlord Initials: _____
Date: _____

- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) – Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets – Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning – Two acceptable methods:
 - a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

- Detergent, General Purpose
- Soap, toilet (Floating White)
- Soap, toilet, powder - Plain and with Borax
- Sweeping Compound
- Polish - Metal
- Wax, Floor, Water Emulsion - or TENANT approved substitute
- Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
- Waste Container Liners (plastic)
- Remover, Water Emulsion Type Floor Wax

B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

Landlord Initials: _____
Date: _____

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

Landlord Initials: _____

Date: _____

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-11. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. Note: Resilient floors may be dry cleaned provided

Landlord Initials: _____

Date: _____

satisfactory results are demonstrated by the LANDLORD. Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

Landlord Initials: _____

Date: _____

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

1-12. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.

1-13. LOST, FOUND OR MISSING ARTICLES: All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's District Office Manager of Operations located at this facility.

1-14. SNOW AND ICE REMOVAL: To be provided in conformance with Section 8.5 of the Agreement herein.

1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap and sanitary napkins.

1-16. RECYCLING: The Landlord shall provide recycling collection, documentation, and repository services in accordance with the provisions of Exhibit D Part IV "Recycling" of the Agreement herein.

Landlord Initials: _____

Date: _____

**Exhibit B Continued:
FREQUENCIES OF JANITORIAL SERVICES**

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff			X			
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Diffusers: Damp Clean					X	
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.			X			
Waste Receptacles						
Empty waste Receptacles	X					
Wash waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Class Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning – Interior and Exterior						X
Removal and replacement of window screens as necessary						
Skylight clean (if applicable)				X		
Window covering						
Clean and re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		
Recycling		X				

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

Landlord Initials: _____
Date: _____

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

The Tenant shall follow their standard policy of providing "program accessibility" for all Juvenile Probation and Parole clients and services, therefore, no improvements or renovations for the purpose of providing improved barrier-free access are required.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

Not later than thirty (30) days after the inception of the term the Tenant (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" testing in accordance with certain requirements set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with these rules the landlord may conduct testing limited to the "renewal" criteria set forth in Env-A2200. In the event any deficiencies are found the Landlord shall be solely responsible for providing remedy through repair and/or renovations. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall conduct re-testing of any sections of the "clean air" test that initially failed to conform thereby proving remedy has been successfully completed.

Part III **Improvements, Renovations or New Construction ("work"):** In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

There are no improvements to be provided to the premises.

Landlord Initials: _____
Date: _____

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

1. The Landlord, or the Landlord's Janitorial provider (Provider), shall recycle all waste products for which markets are available. The following products shall be included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass).
2. The Tenant shall place all items intended for recycling in collection bins, which shall be provided and properly labeled by the Tenant. These bins shall be provided in no less than four (4) locations throughout the Premises. The Provider shall remove the items intended for recycling from the Tenant's collection bins, bag and document the recycling, and conveying and depositing it at a recycling center.
3. The Provider shall document the volume and estimated average weight of items collected for recycling in the following manner:
 - a. Once (one time) per week the Provider shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
 - b. Upon inception of services the Provider shall weigh "sample" bags of each sorted commodity and document the approximate average weight of full or partially full bags per each commodity.
 - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
 - d. At the end of each month the Provider shall tally the number of bags per commodity, which were either full or partially full, multiply that sum by the average weight of such bags, thereby establishing a volume tally.
 - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

Landlord Initials: _____
Date: _____

**EXHIBIT D
SPECIAL PROVISIONS**

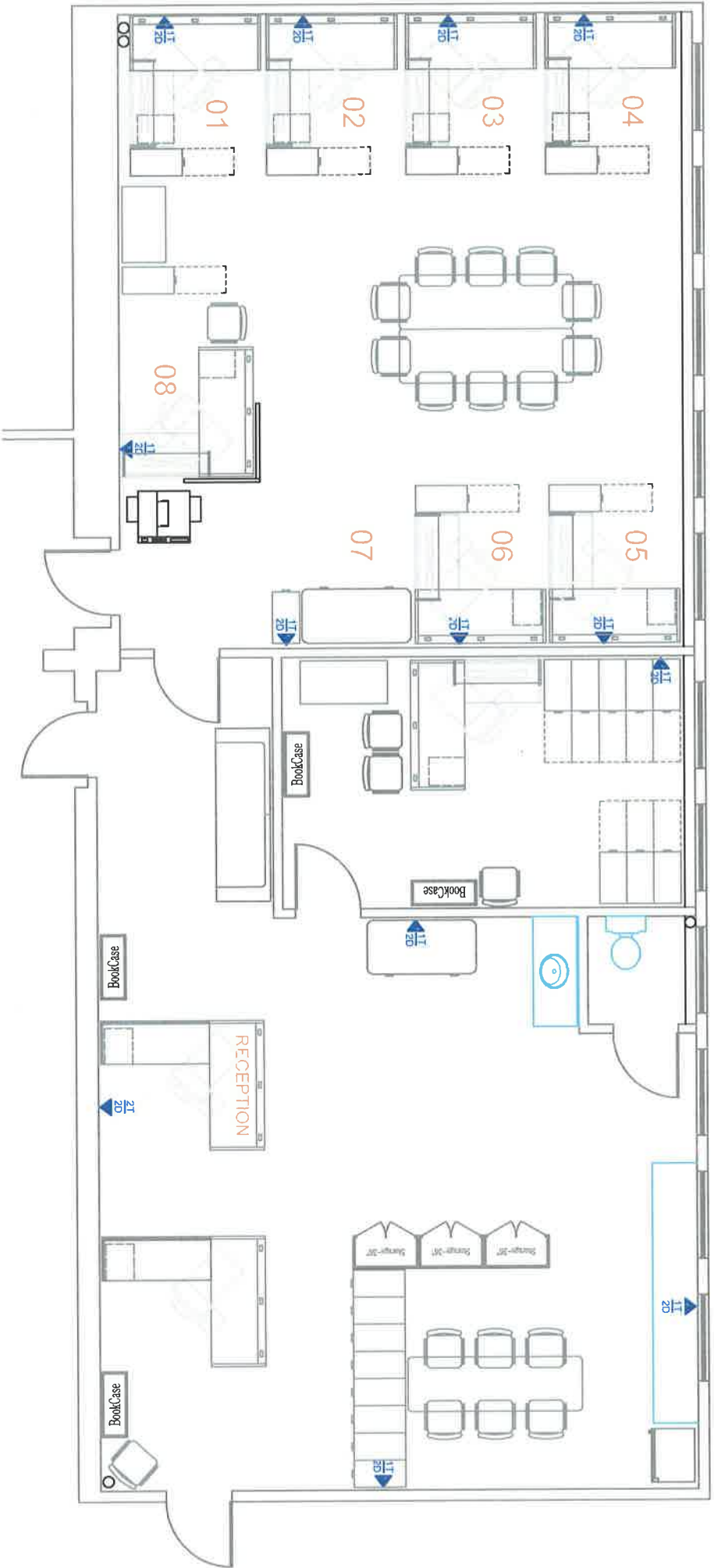
The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

SPECIAL PROVISIONS OF THE LEASE:

- A. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The “List of Parties Excluded From Federal Procurement or Non-procurement Programs” was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.

- B. Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

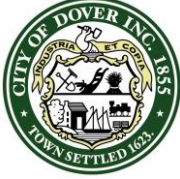
Landlord Initials: _____
Date: _____



STATE OF NEW HAMPSHIRE
 Department of Health and Human Services
 129 Pleasant Street/ Concord, NH 03301
 Bureau of Planning and Management

EXISTING LAYOUT: DHHS - INTINERANT OFFICE
 CITY OF DOVER- MCCONNELL BUILDING
 61 LOCUST STREET/ DOVER, NH 03820
 LOWER LEVEL

PROJECT	DATE
BRFA	02/11/11
02/08/11	AS NOTED
Author: C.A.M.A./kshen.ding	
DATE PLOTTED	
EX-1	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2014.10.08 - 110**
Resolution Re: **The Portable Pantry Personal Chef Service, LLC
Lease Assignment from Cook & Baker, LLC**

WHEREAS: Cook & Baker, LLC is an existing tenant at the McConnell Center; and

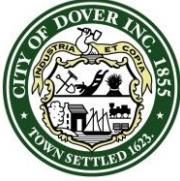
WHEREAS: Cook & Baker, LLC wishes to assign and transfer all rights, title and interest, identified in the Lease as Rooms #127 and #131 in the McConnell Center consisting of 849 square feet, to The Portable Pantry Personal Chef Service, LLC for the remaining term of the Lease.

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

That the assignment of the Lease from Cook & Baker, LLC to The Portable Pantry Personal Chef Service, LLC is approved, and the City Manager is authorized to sign a Lease Assignment for the remaining term of the Lease, including any applicable renewal options.

AUTHORIZATION

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		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2014.10.08 - 110**
Resolution Re: **The Portable Pantry Personal Chef Service, LLC
Lease Assignment from Cook & Baker, 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 Lease Assignment



CITY OF DOVER

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

LEASE ASSIGNMENT

THAT IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable considerations described in the lease between **Cook & Baker, LLC** of 180A Henry Law Avenue, Dover, New Hampshire and the **City of Dover** of 288 Central Avenue, Dover, New Hampshire dated December 11, 2013 (“the Lease”) is herein transferred to **The Portable Pantry Personal Chef Service, LLC** of 61 Locust Street, Dover, New Hampshire 03820.

Effective the date set forth below, Cook & Baker, LLC does hereby assign and transfer all rights, title and interest in the Lease for the property situate at 30 St. Thomas Street, Dover, New Hampshire pertaining to Rooms 127 and 131 of the McConnell Center to The Portable Pantry Personal Chef Services, LLC., and The Portable Pantry Personal Chef Services, LLC does hereby accept all rights, title and interest in the Lease. The City of Dover assents to this assignment.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Assignment this _____ day of _____, 2014.

COOK & BAKER, LLC

Transferor

Duly Authorized

THE PORTABLE PANTRY PERSONAL CHEF SERVICE, LLC

Transferee

Susan Jackson-Rafter

Duly Authorized

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Duly Authorized



CITY OF DOVER

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DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

LEASE AGREEMENT

This Lease Agreement is entered into this 11th day of Dec, 2013 and is by and between **The Cook & Baker LLC, 180A Henry Law Ave. Dover, NH 03820**, registered to do business in New Hampshire (hereinafter called "Lessee") and The City of Dover, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire (hereinafter referred to as "Lessor").

WITNESSETH:

1. Description and Term.

That the Lessor does hereby demise and lease to the Lessee the Premises within the City's McConnell Center located at 30 St. Thomas Street, Dover, New Hampshire, which Premises is intended to contain **849** square feet and more particularly identified on the McConnell Center Plans dated February 6th, 2006 as rooms **127 and 131**, (hereinafter called the "Premises").

In conjunction with the use of the Premises, Lessee shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during Lessee's normal operations or between the hours of 8 am and 4 pm Monday through Friday. Additionally, Lessee shall be able to utilize the loading zone off the courtyard adjacent to the building on St. Thomas Street, as needed.

In conjunction with the use of the Premises, Lessee shall have the right to install signage conforming to the requirements of the RM-10 Zone. One free standing 16 square foot sign is allowed outside of the building, as well as necessary directional signage within the building. Lessor reserves the right to approve the location of all signage.

The Premises is leased for the following purposes:

- a) Internal Food Service Services: The Lessee may operate a catering service for other Lessee agencies within the McConnell Center and meeting room users. The Lessee may solicit customers within the building to provide ongoing contract based food services or other food services as requested in compliance with all applicable local, state, and federal regulations.
- b) External Food Service Services: The Lessee may also operate a catering service for the general public in compliance with all applicable local, state, and federal regulations. Such catering services may include, but not be limited to, conferences, parties or other such events.
- c) Vending machines: The Lessee shall have exclusive control over any vending



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603.516.6000

machines located in the cafeteria area (more particularly identified on the McConnell Center Plans dated February 6th, 2006 as room 141) of the McConnell Center. The total number and location of vending machines shall comply with life safety or building codes and must be approved by the Lessor. Other vending machines not under the control of the Lessee may be operated in locations controlled by other Lessees in the building.

- d) General Food Provisions/Restaurant: The Lessee may operate as a restaurant for members of the general public between the hours of 8 a.m. to 6 p.m., Monday – Friday (or other hours as agreed upon in writing with the Lessor).

The term of this Lease shall be for **five (5)** years beginning on 12/11, 2013 and ending on 12/11, 2018. The Lessee may renew for three (3) additional **Five (5)** year periods as outlined below in section 7.

The monthly rental fee shall be paid the first of each month to the City of Dover Finance Director, 288 Central Avenue, Dover NH 03820. The rental fee for the first year shall be based upon a space allocation of **849** square feet and calculated using the following components:

Rent Assessment FY 14			
Component	Rate	Annual	Monthly
Debt Repayment	\$6.50	\$ 5,518.50	\$ 459.88
Capital Reserve	\$0.40	\$ 339.60	\$ 28.30
Operations/Maintenance (a)	\$5.26	\$ 4,465.74	\$ 372.15
Other as agreed [rubbish removal] (b)	\$0.40	\$ 339.60	\$ 28.30
Total Rent Assessment	\$12.56	\$10,663.44	\$888.62

The rental fee for each subsequent year shall be adjusted per adjustments to Operations/Maintenance costs as set forth in section 2 of this Lease. Additionally, Lessee shall be responsible for all costs to operate the Premises including, but not limited to:

- i. Food purchasing, processing of invoices, payment of invoices
- ii. Detergent and cleaning supplies, paper supplies, menu paper and printing, tickets and stationery items, garbage liners, and postage.
- iii. Hiring and supervision of all personnel, payment of all wages, payroll taxes, fringe benefits, insurance benefits, preparation of payroll, processing of payroll and Worker's Compensation.



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DOVER, NH 03820
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iv. Cleaning of the kitchen, which shall be the sole responsibility of the Lessee (the cafeteria area and the hallways adjacent to the Premises shall be maintained and cleaned by the Lessor).

The Lessee is responsible for compliance with all applicable health, safety, and building codes.

2. Operations and Maintenance.

The Lessee, as part of its rent outlined in section 1 above, shall pay its portion of all operations and maintenance costs associated with the Premises, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs for the first fiscal year of this lease is established at **\$5.26/** square foot. Thereafter, including any renewal period, these costs shall be revised annually and prorated per square foot based upon the previous fiscal year's actual cost of operating and maintaining the building.

The Lessee shall be responsible for placing all solid waste and recyclables generated on the Premises and cafeteria during hours of operation inside dumpsters provided by the Lessor and located in the adjacent loading bay. The Lessee shall empty the waste container on the outside patio adjacent to the building during fair weather months. Lessor shall contract with a vendor to remove the solid waste and recyclables from the Premises.

3. Condition of Premises.

The Premises is leased with the understanding that the Premises was previously utilized as a kitchen, but that the Premises currently has limited kitchen equipment, which is set forth in *Exhibit A* attached hereto and incorporated herein. The Premises requires fit out with additional appropriate kitchen equipment in order to meet the needs of the Lessee and comply with health and building codes. Within thirty (30) days of the execution of this Lease the Lessee shall provide the Lessor a written list of additional kitchen equipment necessary to complete the fit out with associated costs. Within sixty (60) days of execution of this Lease the Lessor, the Lessee, and the McConnell Center Advisory Committee shall agree in writing on what items from the written list the Lessor shall provide to complete the kitchen fit out. Should the parties be unable to come to an agreement within the time period allotted, either the Lessor or Lessee may terminate this Lease without penalty, by providing written notice to the other. The Lessor shall own all kitchen equipment currently in place and those pieces of kitchen equipment purchased by the Lessor to complete the fit out. The Lessee shall be responsible for the general care and day to day maintenance of the kitchen equipment. The Lessor shall be responsible for repairs to such equipment.



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Lessee shall be solely responsible for insuring all improvements and contents of the Premises, and shall name Lessor as an additional insured. Proof of insurance coverage shall be provided to the Lessor within thirty (30) days of the execution of this agreement.

Lessee shall, at its own expense, maintain and keep Premises in a sanitary condition and good working order. Lessee shall remove food waste from premises as needed, and may utilize Lessor's solid waste dumpster for said purpose. Lessee shall routinely clean and maintain all grease traps and stove hoods.

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

Lessor agrees to make available a cafeteria area adjacent to the Premises from 8 a.m. to 6 p.m., Monday – Friday. Lessor shall provide, after consultation with Lessee, furniture for the cafeteria. Lessee recognizes that the cafeteria is common to other Lessees and to the public and is controlled by Lessor. Lessor shall maintain and provide custodial services to the cafeteria area. Lessee may decorate Premises provided Lessor is advised of, and approves in writing of the proposed decorations.

Lessee shall operate the Premises as a restaurant for the general public, and the other Lessees, during the hours of 8 a.m. to 6 p.m., Monday - Friday. These hours shall be the basic operational hours. The Lessee may operate the kitchen for catering and other food preparation purposes at other hours in addition to the basic operational hours. Any changes to the basic operational hours should be reviewed with the Lessee, but do not require the Lessee's approval.

Lessee agrees to the following conditions:

- Lessee shall provide appealing and nutritionally sound food options, including a la carte items, snacks and beverages.
- Lessee shall promote nutritional awareness whenever the food service can interface with the agencies within the building.



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- Lessee will work with the building administration and the McConnell Center Advisory Committee to analyze client input to provide a high quality food service.
- Lessee will provide any small wares needed to operate a kitchen.
- Lessee will make food service available to all other lessee organizations and their clients (estimated to be approximately 200 persons). Additionally the general public may access the food service.
- Lessee shall be an independent contractor and employees are not employees of the McConnell Center or the City of Dover.
- Lessee shall have the exclusive right to operate the foodservice program in the building including vending machines in the Cafeteria.
- Lessee shall comply with all federal, state and local health and safety regulations and post licenses and permits.
- Lessee should be capable of providing a selection of meals for a potential Senior Center meals program.
- The Lessee shall allow access to the kitchen for use, food preparation, and storage in the event the McConnell Center is used as an Emergency Shelter. This does not require that the Lessee operate the kitchen or provide food and supplies during such emergency situations. However, if the Lessee wishes to support the emergency services with their expertise and resources it would be welcomed and terms would be negotiated on a case by case basis in the issue of food provision.

4. Access to Premises.

The Lessor shall have the right to enter upon the premises at all reasonable times to inspect. The Lessor shall provide the Lessee with reasonable notice of any inspections of or visits to the premises.

5. Unavoidable Casualty and Eminent Domain.

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

6. Use.

The Lessee shall only use the Premises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments



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thereto, all applicable City ordinances, rules and regulations. No residential use shall be permitted. The Lessee shall be prohibited from serving alcohol.

7. Renewal of Lease.

The Lessee may renew this Lease for three additional **Five (5)** year periods. At least one hundred twenty (120) days but no earlier than one hundred eighty (180) days prior to the expiration of the term of this Lease, the Lessee shall notify the Lessor in writing of the Lessee's intention to exercise its option to extend the term of the Lease for an additional period upon such terms and conditions as the parties may then agree.

8. Subletting and Assignment.

Lessee shall neither sublet nor assign the Premises or parking spaces under any circumstances without prior written consent by the Lessor.

9. Personal Property and Improvements.

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

10. Default/Early Termination.

In the event the Lessee fails to perform its financial obligations under this Lease, the Lessee shall be in default and the Lessor is entitled to possession of the Premises upon thirty (30) days written notice. If the Lessee shall default in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed, under or by virtue of any provisions of this lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the Lessee. If the Lessor makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the Lessor as additional rent. In the event that there is damage to the Premises due to the Lessee's actions or inactions, or the Lessee fails to pay its monthly total rental fee assessment when due, the Lease may be terminated at the option of the Lessor.



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Lessee agrees the Lease is subject to oversight by the McConnell Center Administrator in consultation with the McConnell Center Advisory Committee. The Administrator may issue warnings and directives, and expect actions to be corrected, if violations of the terms of the Lease exist. Lessor shall have the right to terminate this Lease with ninety (90) days written notice to the Lessee if violations involve matters other than non-payment of rent or other financial obligations.

If the Lessee or Lessor determine for any other reasons that it is not desirable to continue the lease agreement (90) days written notice by either party is required to officially terminate the agreement.

11. Indemnification.

Lessee agrees to pay, and to protect, defend, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising out of the Lessee's operations, including but not limited to:

- (i) any injury to, or the death of, any person or any damage to property or to the Premises, occurring during the course of Lessee's operations within the Lessee's Premises, if Lessee's negligent operations caused such injury, death or damages.
- (ii) any negligent act or omission of Lessee or its agents, officers or employees, if such negligent act causes damages.
- (iii) violation by Lessee of any agreement or condition of this Lease; or
- (iv) violation by Lessee of any law, ordinance or regulation affecting the Premises or any part thereof or the ownership, occupancy or thereof.

Lessee assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever to all persons, whether employees or otherwise, and to property growing out of or resulting from the operation of the food service program, and for any and all damages and/or injuries of any kind which occur in connection therewith.

12. Insurance.

Casualty and property insurance shall continue to be maintained on the subject property by the Lessor. Lessee shall procure and maintain in force, at its expense, liability and property damage insurance for the Lessee's leased Premises to be considered primary coverage. Said insurance to provide at least One Million Dollars in both liability and property damage coverage. Lessor has no obligation for any loss to personal property. Proof of Insurance shall be supplied to the Lessor at the time of occupancy. The City of



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Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate. Additionally, Lessee shall procure and maintain in force, at its expense, during the term workman's compensation insurance for employees.

Lessee shall comply with all federal, state, and local health and safety regulations, procedures, and post licenses and permits.

13. Liens and Encumbrances.

Lessee shall not create or allow any lien, encumbrance or charge on the Lessee Premises or on the McConnell Center or on the rents or income there from which may be superior to the Lessor's rights hereunder.

14. Parties Bound.

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

15. Notice.

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

16. Modification of Lease.

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

17. Section Headings.

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

18. Severability.

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



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19. Laws Governing.

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

20. Security Deposit.

Upon execution of this Lease, Lessee deposits with Lessor \$0.00 as security for the performance by Lessee of the terms of this Lease to be returned to Lessee, with interest, following the full and faithful performance by Lessee of this Lease. In the event of damage to the Premises caused by Lessee or Lessee's agents or visitors, Lessor may use funds from the deposit to repair, but is not limited to this fund and Lessee remains liable.

21. Merger.

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

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this 11 day of December 2013.

The Cook & Baker, LLC

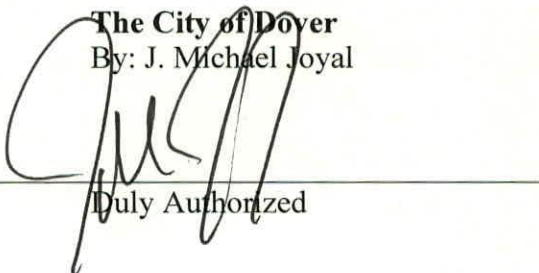
By: (Print & Sign)


Duly Authorized

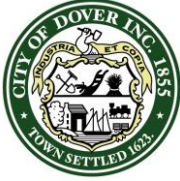

Witness

The City of Dover

By: J. Michael Joyal


Duly Authorized


Witness



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2014.10.08 – 111**
Resolution Re: **McConnell Center Sublease – Easter Seals New Hampshire and Reach for the Top Therapy Services PLLC**

WHEREAS: Easter Seals New Hampshire, Inc. is an existing tenant at the McConnell Center; and

WHEREAS: Easter Seals New Hampshire, Inc. desires to sublease a portion of its leased premises to Reach for the Top Therapy Services, PLLC, identified as Rooms #330, 331, 332 and 333; and

WHEREAS: Reach for the Top Therapy Services is currently seeking to obtain its 501(c)3 charitable non-profit status with the IRS; and

WHEREAS: The term of the City’s lease with Easter Seals after November is month to month until Reach for the Top Therapy Services, PLLC receives its 501(c)3 approval; and

WHEREAS: After Reach for the Top Therapy Services, PLLC receives its 501(c)3 approval, the City will enter a lease with Reach for the Top Therapy Services, PLLC for it to be the new tenant for the space subleased from Easter Seals subject to City Council approval, and Easter Seals’ month to month tenancy will end.

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

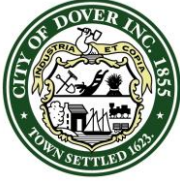
The City Manager is authorized to sign an Agreement of Sublease for the term of one year wherein Easter Seals New Hampshire will sublease a portion of its leased premises to Reach for the Top Therapy Services, PLLC, consisting of approximately 3,850 square feet of space, identified as Rooms #330, #331, #332 and #333.

AUTHORIZATION

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2014.10.08 – 111**
Resolution Re: **McConnell Center Sublease – Easter Seals New Hampshire and Reach for the Top Therapy Services PLLC**

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 SUBLEASE between Easter Seals New Hampshire, Inc. and Reach for the Top Therapy Services PLLC.



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LEASE AGREEMENT

THIS LEASE made this 1st day of July, 2012, by and between **EASTER SEALS NEW HAMPSHIRE**, a New Hampshire corporation, of 555 Auburn Street, Manchester, New Hampshire 03820 (hereinafter referred to as "LESSEE"), and the **CITY OF DOVER**, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (hereinafter referred to as "LESSOR").

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree as follows:

1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Premises within the City's McConnell Center located at 30 St. Thomas Street, Dover, NH, containing 4,486 square feet and more particularly identified on the McConnell Center Plans dated February 6th, 2006 as rooms 302A, 309, 330, 331, 332, 333.

In conjunction with the use of the Premises, LESSEE shall have the right to use ten (10) parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE's normal operations between the hours of 8 am and 4 pm Monday through Friday. Additionally, visitor spaces are available in a parking lot created adjacent to the building on St. Thomas Street. It is agreed the spaces will not be reserved and used on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of this Lease shall be for five (5) years beginning on July 1, 2012. There shall be an option to renew for three (3) additional five (5) year terms at the LESSEE'S request pursuant to Paragraph 7. Each additional term shall be separately negotiated.

Monthly rent shall be paid the first of each month to the City of Dover. Your first year's rent charges are based upon Premises allocation of 4,486 square feet and calculated using the following components:



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Component	Rate	Assessment	
		Annual	Monthly
Fixed Rent	\$ 6.50	\$29,159.00	\$2,429.92
Capital Reserve	\$ 0.40	\$ 1,794.40	\$ 149.53
Utilities (*)	\$ 5.40	\$24,224.40	\$2,018.70
Other as agreed	\$ 0.00	\$0.00	\$0.00
Total Rent Assessment	\$12.30	\$55,177.80	\$4,598.15

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

2. Utilities and Maintenance.

The LESSEE shall be responsible for payment of all operations and maintenance costs associated with the Premises, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. These costs shall be revised annually and prorated per square foot based upon the previous years actual cost of operating and maintaining the building. The total square footage of leased Premises is 54,081 square feet. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1st.

3. Condition of Premises.

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

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and



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other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Premises prior to occupancy.

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

4. Access to Premises.

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

5. Unavoidable Casualty and Eminent Domain.

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

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

6. Use.

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



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7. Renewal of Lease.

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

8. Subletting and Assignment.

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

9. Personal Property.

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

10. Default/Early Termination.

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

Both the LESSEE and the LESSOR shall be bound to give a six (6) month vacancy notice if the terms of the Lease are to be broken by either party.



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11. Indemnification.

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

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

12. Insurance.

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

13. Liens and Encumbrances.

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

14. Parties Bound.

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



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15. Notice.

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

16. Modification of Lease.

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

17. Section Headings.

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

18. Severability.

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

19. Laws Governing.

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

20. Security Deposit.

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



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21. Merger.

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

22. Amendment.

This lease amends and supersedes in its entirety the lease entered into by the Parties on December 19, 2006.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this 27th day of DEC, 2012³.

Easter Seals New Hampshire
By Elin Treanor
Duly Authorized

Betty Bourke
Witness

Date 12/27/2013

Elin Treanor
Elin Treanor, CFO

The City of Dover,
By J. Michael Joyal,
Duly Authorized

Allen Bessette
Witness

Date 1/7/14

J. Michael Joyal

SUBLEASE

THIS SUBLEASE is made as of the 1st day of September, 2014, by and between Easter Seals New Hampshire, Inc., a New Hampshire voluntary corporation of 555 Auburn Street, Manchester, New Hampshire 03103 ("Sublandlord"), and Reach for the Top Therapy Services PLLC, a Subtenant of Easter Seals ("Subtenant").

RECITALS

A. Sublandlord is the tenant under that certain Lease Agreement dated July 1, 2012 with the City of Dover, as Landlord ("Master Landlord"), of certain premises consisting of approximately 4,486 square feet of the McConnell Center (the "Building") located at 30 St. Thomas Street, Dover, New Hampshire and more particularly described in the Master Lease (the "Master Premises") of which Subtenant shall lease 3850 square feet (the "Subpremises").

B. Attached as Exhibit "A" is a copy of the Master Lease.

C. Pursuant to the vacancy notice given by Sublandlord on or about May 20, 2014, the Master Lease expires by its terms on November 15, 2014 and shall continue month to month thereafter as necessary for the purposes of this sublease.

D. Subtenant wishes to sublease from Sublandlord and Sublandlord wishes to sublease to Subtenant a portion of the Master Premises, subject to the terms and conditions of this Sublease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. Subleasing. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the premises (the "Subleased Premises") consisting of approximately 3850 square feet located on the 3rd floor of the Building, as more particularly shown on Exhibit "B" attached hereto and made a part hereof. Subtenant shall have exclusive use of the Subleased Premises. This Sublease includes all fixtures and other improvements now located in the Subpremises, whether originally installed by Master Landlord or by Sublandlord.

2. Term. The term of this Sublease shall be commence on: September 1, 2014 (the "Commencement Date"), and, beginning on November 15, 2014, continue on a month to month basis with termination of the Sublease at the option of either party upon one month's prior written notice to the other. The monthly rent payment will remain at \$4,190.08, subject to any and all increases in the rent by Master Landlord, and also subject to termination of the Sublease and/or Master Lease as a result of default.

3. Rent. The monthly fixed rent for the Subleased Premises (the "Rent") shall be \$4,190.08. Rent shall be payable in advance, on the last Monday prior to first day of each and every calendar month during the term of this Sublease, at Sublandlord's address set forth above

or at such other place as Sublandlord shall from time to time designate in writing. Rent for any partial month shall be pro-rated on a daily basis. In the event Sublandlord receives an abatement or reduction in the rents payable by it under the Master Lease, the Rent and additional rent hereunder will be equitably reduced or abated, as applicable. Notwithstanding anything to the contrary, if this Sublease is terminated as to a portion of the Subpremises, the Rent, additional rent and Subtenant's Share will be reduced, pro rata.

4. Incorporation of Provisions. The following provisions of the Master Lease, as modified below, are incorporated by reference into, and made a part of, this Sublease; all references in these provisions to "Landlord" shall be deemed to be to the Master Landlord, unless otherwise expressly provided below; all references in these provisions to the "Premises" shall be deemed to be to the Subleased Premises; all references in these provisions to "Tenant" shall be deemed to be to Subtenant; and all references in these provisions to the "Lease" shall be deemed to be to this Sublease:

- Section 1, except (i) the Subpremises shall contain 3850 square feet and rooms 330, 331, 332 and 333, (ii) the term is from September 1, 2014 to November 15, 2014 and shall continue month to month thereafter as necessary for the purposes of this sublease and, (iii) rent charges are based on the Subpremises allocation of 3850 sq. ft..

and Subtenant shall assume and perform to Sublandlord the Tenant's obligations under these Master Lease provisions to the extent that the provisions are applicable to the Subpremises. Sublandlord does not assume the obligations of the Master Landlord under the provisions of the Master Lease.

5. Direct Performance. At any time by written notice to Subtenant, Sublandlord may elect to require Subtenant to perform its obligations under this Sublease directly to Master Landlord, and Subtenant shall do so on Sublandlord's election, in which event Subtenant shall send to Sublandlord from time to time copies of all notices and other communications that it shall send to and receive from Master Landlord. Subtenant may also perform Sublandlord's obligations if directed in writing by Master Landlord and thereafter shall be released of the obligation to perform such obligations to Sublandlord until directed in writing by Master Landlord.

6. Delivery. Except as set forth in this Sublease, the Subpremises is leased in "as-is" condition, without any representations or warranties by Sublandlord or anyone else. Sublandlord shall deliver the Subpremises to Subtenant upon the approval of this Sublease by Master Landlord, such approval to be pursued by Sublandlord using Sublandlord's best efforts. Sublandlord has made no representations, warranties or undertakings as to the present or future condition of the Subpremises or the fitness and availability of the Subpremises for any particular use. The acceptance of the Subpremises by Subtenant shall constitute an acknowledgment by Subtenant that the Subpremises are in the condition they are required to be in by this Sublease.

7. Notices. Notices shall be given in the manner provided for in the Master Lease at the addresses listed above (as they may be modified by written notice). If Subtenant delivers a notice to Master Landlord, Subtenant shall deliver a copy of such notice to Sublandlord at the same time. If Sublandlord delivers a notice to Master Landlord that may have an effect on

Subtenant (direct or contingent), Sublandlord shall deliver a copy of such notice to Subtenant at the same time. If Subtenant receives a notice from Master Landlord having an effect (direct or contingent) on Sublandlord, Subtenant shall promptly deliver a copy to Sublandlord. If Sublandlord receives a notice from Master Landlord having an effect (direct or contingent) on Subtenant, Sublandlord shall promptly deliver a copy to Subtenant.

8. Brokers. Each party represents to the other that it has not dealt with any real estate broker, finder or other person with respect to this Sublease in any manner. Each party agrees to indemnify, defend and hold harmless the other party from all damages (including reasonable attorneys' fees and costs) resulting from any claims that may be asserted against the other party for a commission, compensation or finder's fee arising out of such party's purported or alleged contact with any broker, salesperson, agent or finder.

9. Certain Rights of Master Landlord. Except as specifically provided herein and/or in Landlord's Consent to Sublease and Agreement to the contrary, Master Landlord shall have no liability to Subtenant under the Master Lease or this Sublease, and neither the Master Lease nor this Sublease shall be deemed to grant Subtenant any rights against Master Landlord.

10. Execution. Each individual executing this Sublease on behalf of Sublandlord or Subtenant represents and warrants that he or she has been duly authorized to do so.

11. Modification; Successors and Assigns. This Sublease may only be modified or amended by written agreement executed by each of the parties and consented to by Master Landlord subject to the limitations on transfer provided for by this Sublease. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Sublease is executed under seal.

12. Subordination. This Sublease is hereby made expressly subject and subordinate at all times to any and all mortgages, deeds of trust and ground or underlying leases affecting the Master Premises and the Subleased Premises which have been executed and delivered, or which may at any time hereafter be executed and delivered, and any and all advances made or to be made under said mortgages, deeds of trust, ground or underlying leases. Subtenant's foregoing agreements concerning subordination of this Sublease shall be subject to, in each case, Sublandlord's obtaining from the holder or lessor under any such document, and delivering to Subtenant a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in commercially reasonable form and substance whereby such executing party shall agree not to disturb the tenancy of the Subtenant under, and pursuant to the terms of, this Sublease, so long as Subtenant shall not be in default hereunder after any applicable notice and opportunity to cure, and shall agree to attorn to said holder or lessor and to execute, acknowledge and deliver any reasonable instrument that has for its purpose and effect the confirmation of such subordination, non-disturbance and attornment or superiority of this Sublease to any such mortgages, trust deeds, ground leases or underlying leases in accordance with this Section 13. Subtenant shall execute, within ten (10) days after request, any such SNDA that Master Landlord or Sublandlord may reasonably require.

13. Subject to Master Lease.

(a) This Sublease is subject and subordinate to the Master Lease. Subtenant shall not permit any violation by it of the provisions of the Master Lease applicable to it hereunder. Sublandlord agrees that it will pay all rent, additional rent and other charges due and payable under the Master Lease as modified by this Sublease as and when the same shall become due and payable, and perform and observe all other obligations required of Sublandlord under the Master Lease (other than as required of Subtenant pursuant to this Sublease with respect to the Subpremises). In addition, Sublandlord shall not do, or permit or suffer to be done, any act or omission by Sublandlord, its agents or its employees that is prohibited by the Master Lease or that would constitute or give rise to an event of default under the Master Lease.

(b) If Master Landlord defaults with respect to its obligations under the Master Lease in regard to the Subleased Premises, and if Sublandlord, after having used reasonable efforts to cause Master Landlord to cure its defaults under the Master Lease, elects not to take further action, whether legal or otherwise, for the enforcement of Sublandlord's rights against Master Landlord, Subtenant shall have the right to take such action in its own name and, for that purpose and only to such extent, all the rights of Sublandlord under the Master Lease with respect to the Subleased Premises shall be and are hereby conferred upon and assigned to Subtenant, and Subtenant shall be subrogated to such rights to the extent they apply to the Subleased Premises; provided, however, that Subtenant agrees to save Sublandlord harmless, and defend and indemnify Sublandlord from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority arising from such action(s) by Subtenant, including, without limitation, reasonable legal fees and costs.

(c) Sublandlord shall not amend, modify or alter the Master Lease after the date hereof in any manner that increases Subtenant's obligations or diminishes Subtenant's rights under this Sublease, without Subtenant's prior written consent, which consent may be withheld in Subtenant's sole discretion.

14. Master Landlord's Consent. This Sublease is subject to the consent of the Master Landlord. If Master Landlord does not consent to this Sublease, this Sublease shall be null and void. If Master Landlord's consent to this Sublease is not obtained within thirty (30) days after the date hereof, Subtenant may terminate this Sublease upon written notice to Sublandlord at any time prior to Subtenant's receipt of written notice that Master Landlord has approved this Sublease.

16. Authority and Execution. Sublandlord and Subtenant each warrant that they have obtained all necessary approvals and consents (both internal and external) required to carry out the terms of this agreement and have full authority to enter into this agreement. Each individual executing this Sublease on behalf of Sublandlord and Subtenant represents and warrants that her or she has been duly authorized to do so.

17. Counterparts. This Sublease may be executed in counterparts and each executed counterpart shall be construed to be an original.

18. Conflict. To the extent of any conflict or inconsistency between the terms of this Sublease and the Master Lease, as between Sublandlord and Subtenant, this Sublease shall control.

19. Interpretation/Governing Law. Any capitalized term not otherwise defined herein which has been defined in the Master Lease shall have the same meaning herein as it has in the Master Lease. This Sublease shall be governed by New Hampshire law.

20. Sublandlord's Representations. Sublandlord represents to Subtenant, to the best of Sublandlord's knowledge, information and belief that Sublandlord has not sent or received a currently outstanding notice of default under the Master Lease and there is no event which has occurred which with the passage of time or giving of notice or both would constitute a default by either Master Landlord or Tenant under the Master Lease.

[Signatures appear on next page]

EXECUTED as an instrument under seal as of the day and year first set forth above.

SUBLANDLORD:
Easter Seals New Hampshire, Inc.

By: *Elin Mearns*
Name: *Elin Mearns*
Title: *CFU*

SUBTENANT:
Reach for the Top Therapy Services PLLC

By: *Pathi-Jean Rawding Andersen*
Name: *Pathi-Jean Rawding Andersen*
Title: *Director of Clinical Services*

The undersigned, guarantor of the Master Lease to the Master Landlord, hereby consents to the foregoing Sublease.

Name:
Title:

LANDLORD'S CONSENT TO SUBLEASE AND AGREEMENT

Whereas, the City of Dover, New Hampshire ("Landlord") and Easter Seals New Hampshire ("Tenant") are parties to a Lease dated July 1, 2012, (the "Master Lease") for the lease of approximately 4,486 square feet of space, being a portion of the building commonly known as McConnell Center, 30 St. Thomas Street, Dover, New Hampshire (the "Building"), which is more particularly described in Exhibit "A" to the Master Lease, and certain easements, rights, and privileges appurtenant thereto (the "Leased Premises"); and

Whereas, Tenant has entered into a sublease dated as of 9/1, 2014 (the "Sublease") with Reach for the Top Therapy Services PLLC ("Subtenant") of an approximately 3,850 square foot portion (the "Subleased Premises") of the Leased Premises, as more particularly described in the Sublease.

Landlord hereby consents to the foregoing Sublease subject to the following terms and conditions:

1. Tenant continues to remain primarily liable for the payment of all rent and other sums and the performance of all covenants required of Tenant under the Master Lease in accordance with the terms of the Master Lease.
2. If any default under the Master Lease occurs, Landlord will also have the right, following written notice to Tenant and Subtenant, to collect the rent attributable to the Subleased Premises directly from Subtenant (to the extent that Subtenant has not already paid Sublandlord), without waiving any of Landlord's rights against Tenant as a result of such default (except to the extent rent is actually collected, provided that rent has not been paid more than thirty (30) days in advance). If the Master Lease is terminated as a result of Tenant's default under the Master Lease, at the option of Subtenant to be exercised by written notice to Landlord and Sublandlord within thirty days after receipt of notice from Landlord that it has terminated the Master Lease as a result of Tenant's default, the Sublease shall not terminate, but Subtenant shall attorn to Landlord and Landlord and Subtenant shall have all the rights and remedies with respect to one another as if the Sublease were a direct lease between Landlord and Subtenant, and at Landlord's request, Subtenant shall enter into a direct lease with Landlord under the same terms and conditions as the Sublease.
3. Landlord shall deliver to Subtenant a copy of any notice of default given to Tenant under the Master Lease, and of all notices given to Tenant that may affect the Subleased Premises and/or Subtenant's rights under the Sublease.
4. No modification or amendment of the Sublease may be made without the prior written consent of Landlord.
5. Neither this consent nor the Sublease will give Subtenant any rights under the Master Lease except those expressly granted by the Sublease and this Consent.

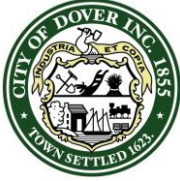
6. Subtenant shall make no alterations or improvements to the Subleased Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.
7. To Landlord's knowledge, neither Landlord nor Tenant is in default under the Master Lease.
8. If any conflict between the Master Lease and Sublease occurs, as between Landlord and Tenant the Master Lease will control.

CITY OF DOVER, NEW HAMPSHIRE

By: _____

Name:

Title:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2014.10.08 – 112**
Resolution Re: Outside Legal/Litigation Consulting Services

WHEREAS: The City has the need to retain outside legal counsel to provide counsel and to represent it in litigation and to potentially pursue declaratory judgment actions; and

WHEREAS: The law firm of Ransmeier & Spellman, PC of Concord, NH is available to provide such assistance to the City. The firm has been cleared of any conflict of interest and is offering services at the hourly rate of \$160 for director attorneys, \$135 for associate attorneys, and \$80 for paralegal time. It is the recommendation to accept this offer; and

WHEREAS: Per 3-37 the nature of the services provided fall under Exceptions to Competitive Bidding: I Expert Consulting For Litigation.

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 Ransmeier & Spellman PC at the rates set forth in the Resolution Background Material section in the amount not to exceed \$50,000. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000.1.130.41530.4334	Legal- Legal Svs	50,000	22,851
1000.1.190.41991.4334	Misc Gen Gov- Legal Svs	35,000	35,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk

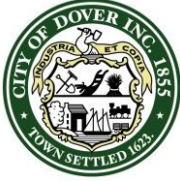
DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

Document Created by: Purchasing
Document Posted on: October 2, 2014

Outside Legal Svs
Page 1 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2014.10.08 – 112**
 Resolution Re: Outside Legal/Litigation Consulting Services

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:

Ransmeier & Spellman, PC would provide the City with legal counsel and representation in ongoing litigation at its insurance defense rates. Those rates are \$160 per hour for director attorneys and \$135 per hour for associate attorneys and \$80 for paralegal time. Additionally, the firm would charge for expenses including but not limited to mileage, postage, phone charges, court filing fees, experts etc.

Bid Information:

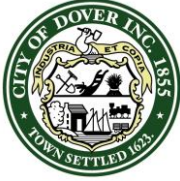
Exception to bid process for expert litigation consulting

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	NA	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	As needed
Recommended Award to:	Ransmeier & Spellman PC	Fund:	Legal Svs
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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2014.10.08 – 113**
Resolution Re: **City of Dover and 44 Portland Ave, LLC License Agreement**

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:

This is a twenty-five (25) year license with one twenty-five (25) year license renewal option between the City of Dover and 44 Portland Ave, LLC for property located on Portland Avenue. The Parking Commission endorsed the proposal unanimously. See attached License Agreement.

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**LICENSE**"), is made as of the _____ day of October, 2014 by and between the **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipal corporation having offices at 288 Central Avenue, Dover, New Hampshire 03820 ("**City**"), and **44 PORTLAND AVE, LLC, a New Hampshire limited liability company** with an address of 42 J Dover Point Road, Dover, New Hampshire 03820 ("**Licensee**").

RECITALS

A. The City is the owner of a certain parcel in the City of Dover, County of Strafford, State of New Hampshire (the "**City Parcel**" or "**Parcel**"), being more particularly shown as Map 25 Lot 95 currently utilized as a forty-five (45) space parking lot, as shown on a certain plan entitled "Proposed Striping & Signage Plan prepared for Changing Places, LLC Tax Map 29, Lot No. 104, Portland Avenue and School Street, City of Dover, County of Strafford, State of New Hampshire"; dated: May 22, 2014, revised through September 22, 2014; scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc. (the "**Plan**"), which Plan is attached hereto as Schedule A and made a part hereof.

B. Licensee is the pending owner of a certain lot or parcel of land off of Portland Avenue in the City of Dover, County of Strafford and State of New Hampshire, depicted on the Plan, and being further designated by the City of Dover as Tax Map 25, Lot 104 (the "**Licensee's Parcel**"), to be acquired from Robert S. Mairs with a closing anticipated in November 2014. Should the Licensee not close on the Licensee's Parcel on or before January 31 2015, this License Agreement shall automatically terminate.

C. On October XX, 2014, the Planning Board for the City of Dover, New Hampshire Approved the Licensee's Site Plan prepared by McEneaney Survey Associates for the development of a mixed-use building (the "**Project**") on the Licensee's Parcel.

D. Licensee requests a license upon, over, and across the City Parcel for the benefit of Licensee's Parcel in order to park motor vehicles, provide landscaping and pass and re-pass, and the City agrees to issue such license pursuant to the terms and conditions as more fully set forth in this License.

LICENSE

Now therefore, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City grants the following to the Licensee:

1. **License.** The City hereby grants to Licensee, and Licensee accepts from the City, a license over the City Parcel, as depicted on the Plan, to park up to twenty-six (26) motor vehicles, to enhance the landscaping, and to pass and re-pass over the City Parcel pursuant to the terms set forth herein.

The rights granted with this License pertain solely to the parking of up to twenty-six (26) motor vehicles, as designated as spaces YC 1-26 on the Plan, on the surface of the City Parcel as well as the related rights to drive, walk, and/or stand upon and across the City Parcel, and to plant vegetation; introduce and maintain wiring and lighting; introduce and maintain drainage; introduce and maintain irrigation piping; place curbing, brick, cobble, asphalt, or other paving surface in and upon the Parcel. The rights do not extend to the air rights above the City Parcel with the exception of those needed for the parking of motor vehicles. The rights also do not extend to any below-ground areas, utilities, wires, pipes, lines or other services, but for drainage, wiring necessary for the electrification of lighting, and irrigation piping necessary to provide water to vegetation beds. The City maintains the right to access said below ground areas and/or utilities through the Parking Area as necessary. In the event that the City requires access to those utilities, it shall repair and replace the land surface, paving, pavement marking, and any drainage or electrical wiring to its prior condition, at its cost. The City also retains any and all rights with respect to the use of the surface of the remaining twenty-six (26) parking spaces within the City Parcel.

The Licensee shall be permitted to allow principals of the company, owners, employees, agents, tenants, guests, invitees, and assigns of the owners and/or principals together with any owner of any condominium/subdivision of the building together with their occupants, employees, agents, guests, and/or tenants of the Parcel to utilize the City Parcel for the parking of lawfully registered motor vehicles in the designated spaces consistent with this License and subject to the applicable ordinances, regulations and laws governing the parking of motor vehicles on the City's public ways.

Furthermore, the Licensee shall be granted license and be permitted to lay and maintain utility wires under City Parcel as is necessary to operate its mixed use buildings together with storm water management infrastructure necessary for proper site drainage. The Licensee shall cooperate with the City regarding scheduling any necessary installation and maintenance under City Parcel and shall be responsible for repairing and replacing lot to the condition it existed to prior to said installation and/or maintenance.

Finally, in exchange for the issuance of the license, the Licensee shall construct pavement improvements, seal coating, and the installation of bollards and additional lighting on the City Parcel at its own expense, as shown on the Plan. The parking on the City Parcel shall be increased from forty-five (45) parking spaces to fifty-two (52) parking spaces. Twenty-six (26)

of the fifty-two (52) spaces shall be controlled by the City and publicly available consistent with the City's parking program. The Licensee will stripe its twenty-six (26) parking spaces in yellow and the remaining City spaces in white and shall restripe said spaces as needed over the term of this License. Vehicles parked on the City Parcel without displaying the appropriate permit or authorization may be ticketed and/or towed by the City consistent with its parking program. Monthly, the Licensee shall be charged the Development Required Permit rate in the fee schedule, for each of its twenty-six (26) parking spots, which is currently twenty dollars (\$20) per space/month, but may change over time. Payment shall be made monthly, due the 1st of each month, or other agreed upon payment schedule, for each of the parking permits through the City of Dover's Parking Bureau office.

2. Term. The term of this License is for twenty-five (25) years beginning upon the issuance of the first Certificate of Occupancy for the approved site plan. Certificate of Occupancy shall not be issued until the parking lot upgrades/expansions have been completed, as per the approved Plan. At the end of said period, the Licensee shall have the right to renew the license for an additional term of twenty-five (25) years upon the same basic terms and conditions, with reasonable accommodation made at the time of renewal, by both parties.

Written notice of renewal shall be sent by the Licensee to the City twelve (12) months prior to the renewal, otherwise said right of renewal shall expire." During the term of this agreement, if the Dover City Council approves the financing/construction of parking infrastructure on the City Parcel, including but not limited to a parking deck or structure, the City shall have the right to terminate this agreement, but shall be obligated to provide the Licensee twenty-six (26) permits within the new infrastructure and to take over snow/ice removal for the remaining term of the agreement.

3. Maintenance. Licensee shall maintain and keep the City Parcel in a good state of repair, and shall repair any damage, which endangers public safety, as a result of Licensee's exercise of its rights hereunder. The City shall have the right, but not the obligation, to provide written notice to the Licensee requiring that it address any condition which endangers public safety. Licensee shall be responsible for all snow and ice removal/treatment in the City Parcel and shall be responsible for the maintenance of all improvements in the City Parcel in a manner consistent with the City's maintenance of other similarly-situated parking lots. At no time shall snow/ice be stored within the City spaces, or block access to the City spaces. The City shall be responsible for the clearing of snow and ice on Portland Avenue up to and along the City Parcel, but not within the City Parcel. Prior to issuance of a Certificate of Occupancy for the project on Map 25, lot 104, the Licensee shall repave the City Parcel and re-stripe the spaces within the City Parcel, consistent with the proposed parking layout in the Plan.

Annually, the Licensee, a representative of the Parking Bureau, and other City staff as needed, shall meet at the City Parcel and assess the need for restriping or other maintenance actions. The parties shall work in good faith to agree what actions are necessary and the Licensee will thereafter undertake any necessary actions and bear the cost for them. Any required actions, which result from the annual discussion will be memorialized in written form within seventy-two (72) hours of said annual meeting.

4. Indemnification. Licensee shall indemnify the City against claims and demands for damages to person or property, costs, expenses (including reasonable attorneys' fees and costs), arising from Licensee's exercise of its rights and the performance of its duties and obligations hereunder, except if caused by the negligence or misconduct of the City, its agents, contractors, subcontractors and/or employees. Notwithstanding any provision contained in this License to the contrary, no member, manager, officer, or employee of Licensee shall have any personal liability hereunder.

5. Transferability and Assignment. This License is transferable or assignable, in whole, to subsequent owners, of the Licensee's Parcel. This License is not otherwise transferable or assignable, in whole or in part, without the written consent of the City. Any person or entity to which the License is transferred or assigned shall assume the rights and responsibilities of the "Licensee" under the terms of this License, and shall execute any and all instruments required by the City affirming the same, including a new License. Any such new license shall contain the same terms and provisions as the original license. Notice of any/all transfers or assignments must be provided to the City in writing within ten (10) business days.

6. Notice. Any notice required to be given under this License shall be in writing, and shall be deemed properly served if delivered in person, or by overnight mail by a commercially recognized carrier, or on the third (3rd) day after deposit in the United States mail, as certified or registered mail, return receipt requested, postage prepaid, and sent as follows:

If to Licensee, at: 44 Portland Ave, LLC
 42J Dover Point Road
 Dover, NH 03820

And if to the City, at: City of Dover
 288 Central Avenue
 Dover, NH 03820
 Attention: City Manager

8. Governing Law. This License shall be governed and construed in accordance with the laws of the State of New Hampshire.

9. Sign Restrictions; Other Improvements. The Licensee shall be able to place directional signs in the City Parcel to designate traffic flow in the City Parcel. Any and all such signs and sign locations are subject to the advance written approval of the City of Dover through its City Manager or designee. The Licensee shall be able to place signs around its designated spaces to denote its rights and interests in the City Parcel and/or to prohibit the parking of other motor vehicles in the Parking Areas. The City shall have no obligation to enforce any parking prohibitions or restrictions. The Licensee shall refrain from the use of Electronic Message Centers, electronic reader boards, electronic changeable copy signs or similar electronic technology for any/all signage on City property. The Licensee shall likewise obtain advance written approval from the City for any other improvements to, in or placed upon the City Parcel. Upon termination, in whole or in part, of this License, the City shall, at its sole cost and expense,

remove any and all applicable signage and any other improvements from the Parking Areas or portions thereof subject to termination, excluding any paved area created as part of the approved site plan.

10. Real Property Taxes. The Licensee shall pay real and personal property taxes pursuant to RSA 72:23 including assessments on structures and improvements of the Licensee. Failure of the Licensee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this License by the City.

11. Default. In the event that the Licensee has defaulted on its duties and obligations under this License and is so notified in writing return receipt requested at the time the duty and obligation under the license has been defaulted upon and upon providing a second notice to the Licensee in writing return receipt requested ninety (90) days thereafter and that such default on its duties and obligations remains uncured for a period of one hundred eighty days (180) following the second written notice, the City shall have any and all rights and remedies available under this License, at law or in equity, including but not limited to termination of all or a portion of the License as well as reimbursement of any and all fees and costs, including reasonable attorney's fees, for the successful prosecution or enforcement of any such rights. The City may extend the cure period for such default in the event that the Licensee has undertaken such cure, but despite reasonable diligence, has been unable to complete the cure. In the event of any default by the Licensee, the City shall provide written notice to any mortgagor holding a lien on the Licensee's property, and such notice shall provide a minimum of forty-five (45) days for the lender to cure the default. All snow/ice shall be removed from the City Parcel within seventy-two (72) hours of a snow event. If the City removes the snow/ice the Licensee will pay for said removal.

12. Other Matters. The City Parcel subject to this License is provided to the Licensee in "as is", "where is" and with all faults as to their physical condition. This License is subject to any and all matters of record pertaining to the City Parcel. This License was authorized by the Dover City Council pursuant to a Resolution approving the License, dated October 8, 2014.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized representatives on the date first above written.

CITY OF DOVER, NEW HAMPSHIRE

Witness
Print Name: _____

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

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the _____ of _____, 2014, before me, the undersigned Officer, personally appeared J. Michael Joyal, Jr., who acknowledged himself to be the City Manager of the City of Dover, and that he, as such City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of the City of Dover.

Notary Public
My Commission Expires: _____

GRANTEE:

44 PORTLAND AVE, LLC
A N.H. limited liability company, its Manager

Witness
Print Name: Scott O'Neill

By:
Duly Authorized

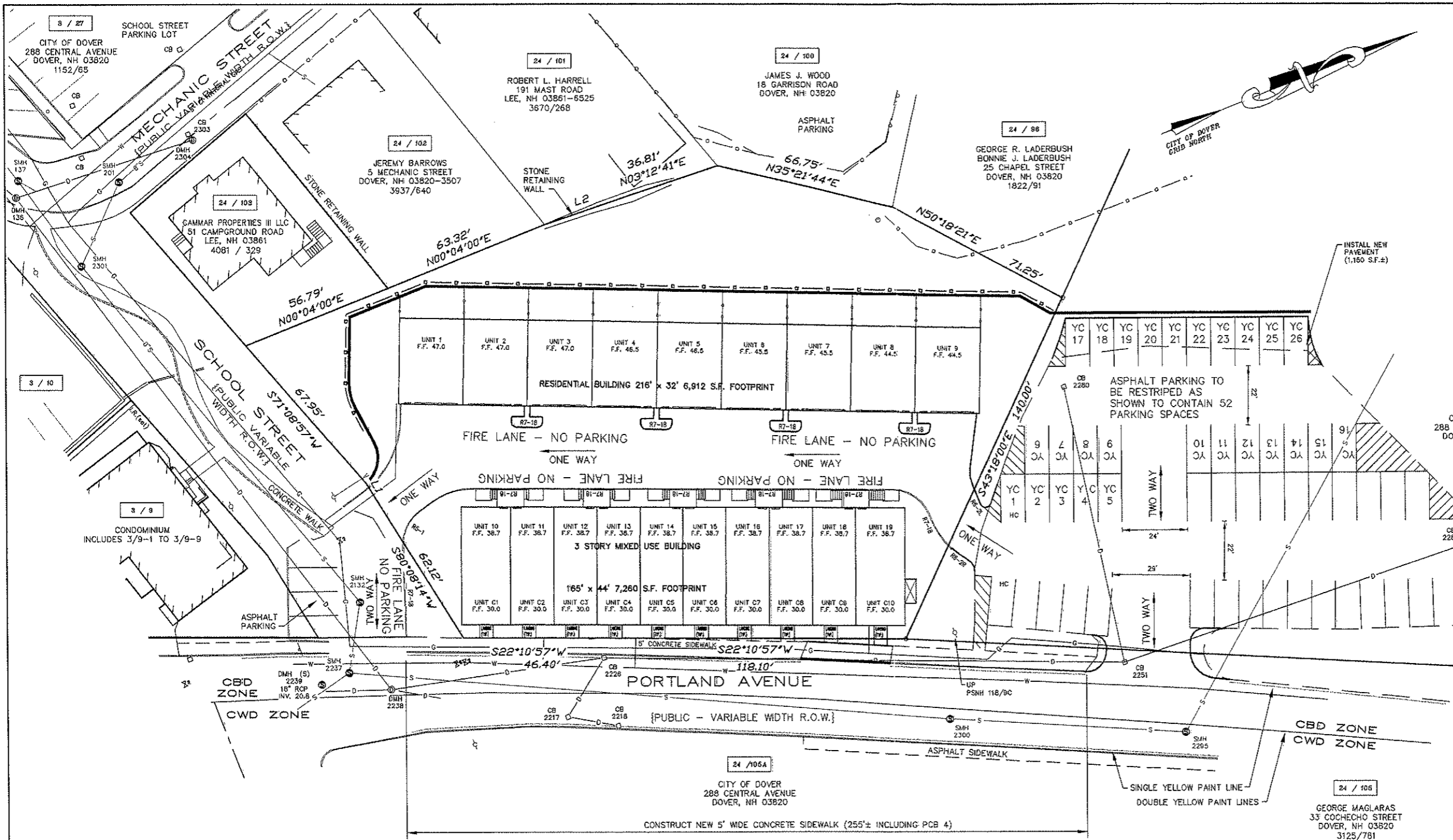
STATE OF _____
COUNTY OF _____

On this, the _____ of _____, 2014, before me, the undersigned Officer, personally appeared _____, who acknowledge himself to be a Member and Manager of 44 Portland Avenue, LLC a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of 44 Portland Avenue, LLC.

Notary Public
My Commission Expires: _____

SCHEDULE A

52466358 v1



REGULATORY SIGNS:
(POST MOUNTED)

- R5-1 "DO NOT ENTER" SIGN; 1 PLACE
- R6-2L "ONE WAY" LEFT SIGN; 1 PLACE
- R6-2R "ONE WAY" RIGHT SIGN; 1 PLACE
- R7-18 "NO PARKING FIRE LANE" SIGN; 11 PLACES

PAINTED REGULATORY TEXT:
(YELLOW, 3' BLOCK LETTERS)

- FIRE LANE - NO PARKING

TRAFFIC FLOW PATTERNS:

- ONE WAY →
- TWO WAY ↔

PAINTED PARKING SPACE TEXT:
(YELLOW, 3' BLOCK LETTERS)

- YC 1 THROUGH YC 26

- SPACES DESIGNATED FOR USE BY THE YACHT CLUB AT DOVER LANDING, LABELED AS SHOWN, WITH R7-7 "RESERVED PARKING" SIGNS.

No.	Bearing	Distance
L1	S80°46'39"W	5.87'
L2	N03°12'41"E	31.00'

ATTENTION:

! HIGH PRESSURE GAS MAIN EXISTS WITHIN THE ASPHALT SIDEWALK OF PORTLAND AVENUE AND WITHIN SCHOOL STREET; PRIOR TO ANY EARTH MOVING ACTIVITY CONTACT DIGSAFE AT 1-888-344-7233 TO VERIFY LOCATION.

NO.	DATE	DESCRIPTION	BY	CHK.
REVISIONS				
14-2055		STRIPING	14-02	37-39
PROJECT NO		TYPE	FIELDBOOK & PAGES	

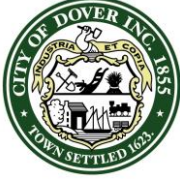
THE YACHT CLUB AT DOVER LANDING
PROPOSED STRIPING & SIGNAGE PLAN
 PREPARED FOR
CHANGING PLACES, LLC
 TAX MAP 24, LOT No. 104
PORTLAND AVENUE & SCHOOL STREET
 CITY OF DOVER
 COUNTY OF STRAFFORD
 STATE OF NEW HAMPSHIRE

DOVER PLANNING FILE No.	P 14-45
DRAWN BY: RJM	FILE: VR CP\2055\14-2055 SD
SCALE: 1" = 20'	DATE: OCTOBER 1, 2014

McEneaney Survey Associates
 P.O. Box 681 - 24 Chestnut Street
 Dover, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING

civilworks
 engineers • surveyors
 P.O. Box 1166
 Dover, NH 603-749-0443



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2014.10.08 – 102**
Resolution Re: Adoption of FY2016-2021 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 2016-2021 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: Mayor Karen Weston
By request

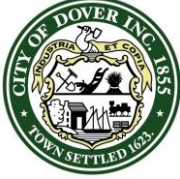
Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

Document Created by: Finance
Document Posted on: October 2, 2014

R2014.10.01 Adoption of FY2016 2021 CIP Resolution-2
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

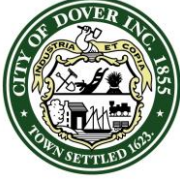
Resolution Number: **R – 2014.10.08 – 102**
Resolution Re: Adoption of FY2016-2021 Capital Improvements Program

First Reading Date:
Approved Date:

Public Hearing 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 – 2014.10.08 – 102**

Resolution Re: Adoption of FY2016-2021 Capital Improvements Program

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes the attached FY2016 through FY2021 Capital Improvements Program.

This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure and capital assets over the course of the next six years and does NOT authorize funding for projects or authorize bonding.

The FY2016 – FY2021 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2016-2021

All Projects

BOLD = New Project

* = Multi Category Project

UNDERLINED = Change in Schedule

ITALIC = \$ Change

PROJECT DESCRIPTION	2016	2017	2018	2019	2020	2021	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
Citywide Building Transformer Replacement	50,000	50,000	50,000				150,000	OB
Cemetery Improvements		550,000					550,000	DF
Chapel Restoration		200,000					200,000	OB
City Hall Structural/Safety Improvements		250,000		250,000		250,000	750,000	DF
City Hall Boiler Replacement						120,000	120,000	RF
TOTAL GENERAL GOVT.	625,000	1,625,000	625,000	825,000	575,000	945,000	5,220,000	
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								
Cardiac Monitor & Defibrillators Replacement	120,000						120,000	RF
Staff Vehicle Replacement	47,500						47,500	RF
<i>Ambulance Replacement</i>		185,000				185,000	370,000	RF
Command Vehicle Replacement		50,000					50,000	RF
<i>Replacement of South End Paving</i>		56,232					56,232	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	167,500	291,232	110,000	685,000	110,000	185,000	1,548,732	
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	1,864,800	1,931,933	2,001,482	2,073,536	2,148,183	11,819,934	OB
General Sidewalk Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Bridge Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	150,000	900,000	OB
TIP - Traffic Calming Improvements	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Traffic Signal Upgrades	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
<u>Intersection Reconstruction - Sixth/Venture</u>	50,000		200,000				250,000	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 - Keating/Birchwood</u>	100,000		900,000				1,000,000	DF
Street Reconstruction - Nelson Street*	425,000						425,000	DF
<u>Street Reconstruction - Richardson Drive*</u>	50,000	500,000					550,000	DF
TIP - Replace Oak Street Railroad Bridge	351,000	2,433,000					2,784,000	RF/GR
EMS Computer Software Upgrade		25,000					25,000	OB
Street Reconstruction - Atlantic Avenue		1,500,000					1,500,000	DF
Street Reconstruction - Piscataqua/Rabbit Road*		200,000		1,500,000			1,700,000	DF
Downtown Traffic Efficiency Improvements			750,000				750,000	DF
Sidewalk - Upper Whittier Street			25,000		250,000		275,000	DF
Street Reconstruction - Oak/Ham/Ela/Broadway*			287,000	600,000	1,613,000		2,500,000	DF
Street Reconstruction - Roberts Road*			555,000				555,000	DF
<u>Bridge Replacement - County Farm</u>				250,000			250,000	DF
Bridge Replacement - Route 108				250,000			250,000	DF
Street Reconstruction - Elm/Summer/Belknap				200,000		2,000,000	2,200,000	DF
Street Reconstruction - Silver Street*					500,000	500,000	1,000,000	DF
Street Reconstruction - Spur Road*					500,000		500,000	DF
Tuttle Square Traffic Improvements					150,000		150,000	DF
Central Avenue Drainage Work*						75,000	75,000	DF
TOTAL COMM SERV - PW	5,576,000	7,222,800	5,748,933	5,501,482	5,786,536	5,423,183	35,258,934	
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>Park Infrastructure Replace/Maintenance</u>	100,000		100,000		100,000		300,000	RF
Park Improvements - Amanda Howard		130,000					130,000	RF
Park Improvements - Garrison Hill Park			190,000				190,000	RF
<u>Park Improvements - Maglaras Park</u>			300,000	200,000	200,000	200,000	900,000	DF
Henry Law Park Riverwalk Improvements				112,500			112,500	RF
<u>Indoor Pool Lighting</u>						210,000	210,000	RF
TOTAL CULTURE & RECREATION	212,500	242,500	702,500	425,000	412,500	522,500	2,517,500	
PUBLIC LIBRARY								
Library Books and Collections	125,689	127,724	129,799	131,916	134,075	136,277	785,480	OB
Air Conditioning System		124,000					124,000	OB
TOTAL PUBLIC LIBRARY	125,689	251,724	129,799	131,916	134,075	136,277	909,480	
TOTAL CITY DEPARTMENTS	6,832,689	9,759,256	7,442,232	7,694,398	7,144,111	7,337,960	46,210,646	

Capital Improvements Program - FY2016-2021

All Projects

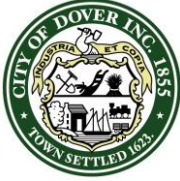
BOLD = New Project

* = Multi Category Project

UNDERLINED = Change in Schedule

ITALIC = \$ Change

PROJECT DESCRIPTION	2016	2017	2018	2019	2020	2021	Total	Finance Method
EDUCATION								
Transfer to Capital Reserve - Curriculum	25,000	35,000	35,000	35,000	35,000	35,000	200,000	OB
Transfer to Capital Reserve - Facilities	25,000	35,000	35,000	35,000	35,000	35,000	200,000	OB
Transfer to Capital Reserve - Info. Technology	25,000	35,000	35,000	35,000	35,000	35,000	200,000	OB
Curriculum Replacement and Upgrade	50,000	50,000	50,000	50,000	50,000	50,000	300,000	RF/OB
Facilities/School Maintenance and Repairs	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Information Technology Replacement & Upgrade	50,000	50,000	50,000	50,000	50,000	50,000	300,000	RF
High School & Dunaway Field Improvements	16,000,000	16,000,000	18,000,000				50,000,000	DF
Regional Career Tech Improvements	10,700,000	7,300,000					18,000,000	DF/GR
Garrison Elementary School Improvements		3,300,000	3,600,000				6,900,000	DF
Middle School - Roof Replacement				520,500			520,500	DF
TOTAL EDUCATION	26,950,000	26,880,000	21,880,000	800,500	280,000	280,000	77,070,500	
TOTAL GENERAL FUND	33,782,689	36,639,256	29,322,232	8,494,898	7,424,111	7,617,960	123,281,146	
SPECIAL REVENUE FUNDS								
SAU Cafeteria Maintenance/Repair/Upgrade	40,000	40,000	40,000	40,000	40,000	40,000	240,000	OB
Downtown Snow Removal - Parking Bureau	30,000						30,000	OB
SAU Light Vehicle Replacement	50,000	30,000		25,000		25,000	130,000	OB
Parking Deck - Third Street		3,300,000					3,300,000	DF
Cochecho Riverfront Bank Stabilization			1,500,000				1,500,000	DF
Cochecho Riverfront Park Development				500,000	1,600,000		2,100,000	DF
McConnell Center Trim Repairs/Painting					120,000		120,000	OB
Street Extension - Washington Street					150,000	1,000,000	1,150,000	DF
TOTAL SPECIAL REVENUE FUNDS	120,000	3,370,000	1,540,000	565,000	1,910,000	1,065,000	8,570,000	
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 Light Vehicle Replacement*	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
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
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
<u>Water Main Replacement - Keating/Birchwood*</u>	50,000	500,000					550,000	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*		300,000	1,000,000	900,000			2,200,000	DF
Water Main Replacement - Richardson Drive		40,000					40,000	RF
Water Main Replacement - Tanglewood Drive*		50,000					50,000	RF
Water Main Replacement - Elm Street Area*				100,000		725,000	825,000	DF
Water Main Replacement - Oak/Broadway Area*					1,250,000		1,250,000	DF
Water Main Replacement - Spur Road*					100,000		100,000	RF
Water Main Replacement - Central Avenue - Lower*						100,000	100,000	DF
Water Main Replacement - Central Avenue - Upper*						75,000	75,000	DF
Water Main Replacement - Littleworth Road						100,000	100,000	DF
TOTAL WATER FUND	1,402,500	1,992,500	2,002,500	2,002,500	3,352,500	2,002,500	12,755,000	
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 Light Vehicle Replacement*	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
Sewer Main Replacements - City Wide	150,000	150,000	150,000	150,000	150,000	150,000	900,000	RF
Pump Station Replacement - Leighton Way	350,000						350,000	DF
Pump Station Upgrade - Varney Brook	100,000		1,000,000				1,100,000	DF
Sewer Main - Nelson Street*	150,000						150,000	RF
Sewer Main - Richardson Drive*	50,000	500,000					550,000	DF
Sewer Main Replacement - Floral Avenue/High Ridge*	75,000		750,000				825,000	DF
<u>Sewer Main Replacement - Keating/Birchwood*</u>	50,000		1,000,000				1,050,000	DF
Sewer Main Replacement - Oak/Broadway Area*			750,000				750,000	DF
Pump Station Upgrade - Piscataqua				150,000			150,000	RF
Sewer Inspection Camera						50,000	50,000	OB
TOTAL SEWER FUND	1,852,500	1,577,500	4,577,500	1,227,500	1,077,500	1,127,500	11,440,000	
TOTAL OTHER FUNDS	3,255,000	3,570,000	6,580,000	3,230,000	4,430,000	3,130,000	24,195,000	
TOTAL ALL PROJECTS	37,157,689	43,579,256	37,442,232	12,289,898	13,764,111	11,812,960	156,046,146	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2014.10.08 – 103**
Resolution Re: **Appropriation For FY2016 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 FY16 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	Cardiac Monitor & Defibrillators Replacement	120,000	General Fund Capital Reserve	Trust
3	Fire & Rescue Staff Vehicle Replacement	47,500	General Fund Capital Reserve	Trust
4	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
5	TIP - Traffic Calming Improvements	75,000	Transportation Reserve	Trust
6	TIP - Replace Oak Street Railroad Bridge	35,100	Transportation Reserve	Trust
7	Park Infrastructure Replace/Maintenance	77,500	Park Improvements Reserve	Trust
8	Park Infrastructure Replace/Maintenance	22,500	Park Improvements Reserve	Trust
9	School Curriculum and Upgrade	25,000	School Curriculum Reserve	Trust
10	School Information Tech. Replacement	50,000	School Technology Reserve	Trust
11	Water Exploration	100,000	Water Fund Capital Reserve	Trust
12	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
13	Water Main Replacement - City Wide	75,000	Water Fund Capital Reserve	Trust
14	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
15	Water Main Replacement Nelson Street	200,000	Water Fund Capital Reserve	Trust
16	Water Main Replacement Union Street	150,000	Water Fund Capital Reserve	Trust
17	Inflow/Infiltration Mitigation	300,000	Sewer Fund Capital Reserve	Trust
18	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
19	Sewer Main Replacements - City Wide	150,000	Sewer Fund Capital Reserve	Trust
20	Sewer Main - Nelson Street	150,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$2,083,600</u>		

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

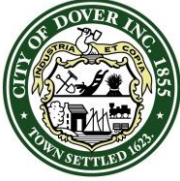
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

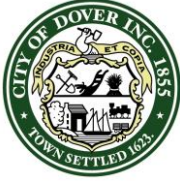
Resolution Number: **R – 2014.10.08 – 103**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program – Non-Debt Financed Projects**

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#: 13.B.2.

Resolution Number: **R – 2014.10.08 – 103**
Resolution Re: **Appropriation For FY2016 Capital Improvements Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

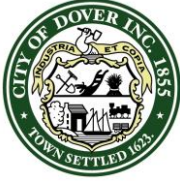
This resolution appropriates reserve trust funds and special revenue funds to finance a portion of the FY16 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2015:

Description	Proposed Appropriation	Balance 6/30/2015
Trust Reserve Funds CIP		
General Fund Capital Reserve *	493,500	342,679
Transportation Improvements	110,100	272,080
Parks Improvements Reserve **	77,500	30,349
Recreation Facilities Reserve	22,500	248,882
School Curriculum Reserve	25,000	125,014
School Technology Reserve	50,000	100,010
Water Fund Capital Reserve	665,000	3,015,556
Sewer Fund Capital Reserve	<u>640,000</u>	650,303
Total	2,083,600	

* 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 2016-2021 to be budgeted during FY2016 as part of the City's Operating Budget.

** 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 2016-2021 to be budgeted during FY2016.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.10.08 – 104**
Resolution Re: **Appropriation For FY2016 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:

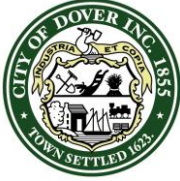
Item #	Description	Proposed Appropriations	Life/Yrs	Department	Fund
1	Intersection Reconstruction - Sixth/Venture Dr	250,000	20	Comm Serv - PW	General
2	Street Reconstruction - Bellamy Road	250,000	20	Comm Serv - PW	General
3	Street Reconstruction - Broadway RR Culvert	2,000,000	20	Comm Serv - PW	General
4	Street Reconstruction - Floral Ave. & Brick St.	250,000	20	Comm Serv - PW	General
5	Street Reconstruction - Keating/Birchwood	1,000,000	20	Comm Serv - PW	General
6	Street Reconstruction - Nelson Street	425,000	20	Comm Serv - PW	General
7	Street Reconstruction - Richardson Drive	550,000	20	Comm Serv - PW	General
8	High School & Dunaway Field Improvements	50,000,000	20	Education	General
9	Regional Career Tech Improvements	7,300,000	20	Education	General
10	Water Main Replacement - Keating/Birchwood	550,000	15	CS - Water	Water
11	Pump Station Replacement - Leighton Way	350,000	20	CS - Sewer	Sewer
12	Pump Station Upgrade - Varney Brook	1,100,000	20	CS - Sewer	Sewer
13	Sewer Main Richardson Drive	550,000	15	CS - Sewer	Sewer
14	Sewer Main Floral Ave/High Ridge	825,000	15	CS - Sewer	Sewer
15	Sewer Main Keating/Birchwood	1,050,000	15	CS - Sewer	Sewer
Total		<u>\$66,450,000</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 eligible Sewer Fund projects 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 Fund projects provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the program for the two identified projects.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.10.08 – 104**
Resolution Re: **Appropriation For FY2016 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

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

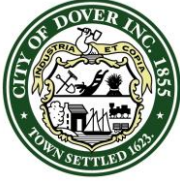
Recorded by: Karen Lavertu
City Clerk

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#: 13.B.3.

Resolution Number: **R – 2014.10.08 – 104**
 Resolution Re: **Appropriation For FY2016 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2016 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).

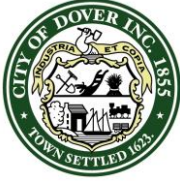
Description	City	School	Water	Sewer	Total
FY2016 Authorization	4,725,000	57,300,000	550,000	3,875,000	66,450,000
FY2016 Retirement	4,556,523	2,262,252	1,154,737	1,209,168	9,182,680
Net Change	168,477	55,037,748	(604,737)	2,665,832	57,267,320

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2014 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	45,694,305	21,809,216	12,358,176	0	0	30,452,099	110,313,796
Authorized - Unissued	5,712,004	900,000	4,416,367	2,450,000	0	12,298,001	25,776,372
Total Issued & Unissued	51,406,309	22,709,216	16,774,543	2,450,000	0	42,750,100	136,090,168
This Authorization	4,725,000	57,300,000	550,000	0	0	3,875,000	66,450,000
Grand Total	56,131,309	80,009,216	17,324,543	2,450,000	0	46,625,100	202,540,168
Legal Debt Limit	85,422,803	199,319,874	284,742,677	4,000,000	NA	NA	
Unused Capacity	29,291,494	119,310,658	267,418,134	1,550,000			
Percent Unused	34.3%	59.9%	93.9%	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, TIF District, and Tolend Road Landfill debt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.10.08 – 104**
Resolution Re: **Appropriation For FY2016 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	FY2016	FY2017	FY2018
1	Intersection Reconstruction - Sixth/Venture Dr	250,000	50,000		200,000
2	Street Reconstruction - Bellamy Road	250,000	50,000		200,000
3	Street Reconstruction - Broadway RR Culvert	2,000,000	2,000,000		
4	Street Reconstruction - Floral Ave. & Brick St.	250,000	50,000		200,000
5	Street Reconstruction - Keating/Birchwood	1,000,000	100,000		900,000
6	Street Reconstruction - Nelson Street	425,000	425,000		
7	Street Reconstruction - Richardson Drive	550,000	50,000	500,000	
8	High School & Dunaway Field Improvements	50,000,000	16,000,000	16,000,000	18,000,000
9	Regional Career Tech Improvements	7,300,000		7,300,000	
10	Water Main Replacement - Keating/Birchwood	550,000	50,000	500,000	
11	Pump Station Replacement - Leighton Way	350,000	350,000		
12	Pump Station Upgrade - Varney Brook	1,100,000	100,000		1,000,000
13	Sewer Main Richardson Drive	550,000	50,000	500,000	
14	Sewer Main Floral Ave/High Ridge	825,000	75,000		750,000
15	Sewer Main Keating/Birchwood	1,050,000	50,000		1,000,000
Total		66,450,000	19,400,000	24,800,000	22,250,000

Financial Policy Considerations

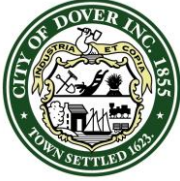
The proposed debt authorizations contained in this resolution will result in two of the City Council adopted Financial Policies not being adhered to:

- A. School District debt shall not exceed 28% of the State of NH legal limit.
- B. General Fund debt service for any given fiscal year shall not exceed 10% of the total appropriations of the General Fund.

School District debt is projected to be over the 28% policy limit starting in FY2016 and continuing through FY2020. The debt service for the proposed Dover High School project is projected to increase General Fund debt service in excess of 10% of total General Fund appropriations starting in FY2016 and continuing through FY2022.

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 FY16. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2014.10.08 – 104**
 Resolution Re: **Appropriation For FY2016 Capital Improvements Program and Authorization for Bonding**

CIP Only

Net Change in Property Tax Rates

	2016	2017	2018
City	0.10	0.11	0.11
School	0.67	0.88	0.53
Total Change	0.77	0.99	0.64
Est Tax Rate	27.50	28.49	29.13
% Change City	0.96%	1.05%	1.05%
% Change School	6.22%	7.69%	4.55%
% Change Total	2.88%	3.60%	2.31%

CIP Only

Net Change in Utility Rates

	2016	2017	2018
Water	0.03	0.10	0.12
Sewer	0.07	0.14	0.33
Total Change	0.10	0.24	0.45
Est Utility Rate	12.03	12.27	12.72
% Change Water	0.64%	2.00%	2.37%
% Change Sewer	0.97%	1.92%	4.47%
% Change Total	0.84%	2.00%	3.70%

Including Prior Year Authorizations

Net Change in Property Tax Rates

	2016	2017	2018
City	0.16	(0.02)	0.01
School	0.61	0.81	0.49
Total Change	0.77	0.79	0.50
Est Tax Rate	27.50	28.29	28.79
% Change City	1.54%	-0.19%	0.10%
% Change School	5.66%	7.11%	4.23%
% Change Total	2.88%	2.87%	1.82%

Including Prior Year Authorizations

Net Change in Utility Rates

	2016	2017	2018
Water	(0.03)	0.04	0.44
Sewer	0.22	0.36	0.95
Total Change	0.19	0.40	1.39
Est Utility Rate	12.12	12.52	13.91
% Change Water	-0.60%	0.81%	8.80%
% Change Sewer	3.04%	4.83%	12.50%
% Change Total	1.59%	3.30%	11.27%

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 FY15 assessed value at \$263,220 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	203	261	168	632
Water Fees	2	8	9	19
Sewer Fees	5	11	25	41
Total Avg SFH Impact	210	279	202	691
Including PY Authorizations				
Property Tax	203	208	132	542
Water Fees	(2)	3	33	34
Sewer Fees	17	27	71	115
Total Avg SFH Impact	217	238	236	691



September 15, 2014

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

Re: Grandfathered Cable Packages

Dear Council Members:

I'm writing to update you on our ongoing initiative to standardize programming packages.

As previously communicated, we are working to standardize our programming packages. These changes, which will affect less than 1% of our customers, will provide the best value in home entertainment while providing a wide variety of programming choices to our customers.

To help achieve that result, customers in grandfathered packages will be transitioned to the closest corresponding Comcast package. Each impacted customer will be notified of the specific changes that will be made to their Comcast service in a letter which they will receive on or about September 17, 2014. The changes will begin on or shortly after October 17, 2014.

Should residents contact you with questions please do not hesitate to direct them to call 1.800.COMCAST, or they can visit us online at www.comcast.com.

Should you have any questions about this initiative or about our services in general, please do not hesitate to contact me at 603-224-1871, ext. 202.

Sincerely,

Bryan Christiansen

Sr. Manager
Government & Regulatory Affairs