

CITY OF DOVER

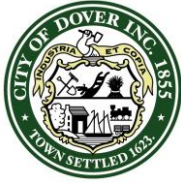
CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, October 14, 2015**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
- 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 23, 2015 – Workshop Session**
 - B. September 23, 2015 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**
 - C. RESOLUTIONS**
- 13. NEW BUSINESS**
 - A. CONSENT CALENDAR**
 - 1. RAFFLE – Cochecho Country Club**
 - 2. TAG – Studio 109 Dance, Voice & Drama**
 - 3. B16005 NEW POLICE FACILITY OFFICE FURNITURE
SPONSORED BY MAYOR WESTON BY REQUEST**



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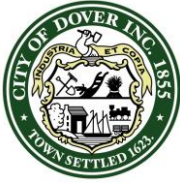
- 4. B16006 JOHN DEERE 410L BACKHOE LOADER OR EQUAL**
SPONSORED BY MAYOR WESTON BY REQUEST
- 5. B16007 TEN WHEEL DUMP TRUCK WITH EQUIPMENT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. JOHN DEERE COMPACT UTILITY TRACTORS**
SPONSORED BY MAYOR WESTON BY REQUEST
- 7. SETTING VOTING HOURS FOR THE NOVEMBER 3, 2015 MUNICIPAL ELECTION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. DONATION OF 78.17 ACRES OFF SIXTH STREET**
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. BOND COUNSEL SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 10. ACCEPTANCE OF OLIVE MEADOW LANE AS A PUBLIC WAY**
SPONSORED BY MAYOR WESTON BY REQUEST
- 11. ACCEPTANCE OF DRAINAGE AND ACCESS EASEMENT H 53 MAST ROAD, LLC**
SPONSORED BY MAYOR WESTON BY REQUEST
- 12. LOT RESTORATION 30-32 EAST WATSON STREET**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 10. Pool Advisory Committee |
| 2. Planning Board | 11. Parking Commission |
| 3. Appointments Committee | 12. Ordinance Committee |
| 4. Recreation Advisory Board | 13. Police and Parking Facility Building Committee |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School and Regional CTC |
| 6. Arts Commission | 15. Dover Main Street |
| 7. Solid Waste Advisory Commission | 16. Library Board of Trustees |
| 8. Transportation Advisory Commission | |
| 9. Legislative Liaison | |

B. RESOLUTIONS

- 1. ACCEPTANCE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT FOR CITY OF DOVER POLICE DEPARTMENT**
SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

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**2. VERIZON WIRELESS TOWER LEASE AGREEMENT 271 MAST ROAD
SPONSORED BY MAYOR WESTON BY REQUEST**

C. ORDINANCES IN 1ST READING

**1. ORDINANCE – CHAPTER 5 BOARDS, COMMISSIONS AND COMMITTEES
SECTION 5-25 – HERITAGE COMMISSION
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 28, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



THE CITY MANAGER'S REPORT

October 14, 2015

Month Reporting on: September 2015

"No one can make you feel inferior without your consent."

Eleanor Roosevelt

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 and Superintendent of Schools.

Right to Know Requests, pursuant to RSA 91-A

- Dover, NH – Attorney contract for City v. State of NH; Emails
- Rochester, NH – 4 requests for Agenda Materials for meetings between 09.02.2015 and 10.08.2015

Assistance to City Departments and/or Offices

City Council: Drafting/review of resolutions and ordinances; School Board Charter Amendment

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

Community Services: Tree removal; Investment fee; Whittier Bridge Replacement Project; New water well testing

Finance: 57 Polly Ann Park; Liens; Discharges; Motion Picture Licensing.

Police: Holiday parade; Housing Authority parking; Police facility office furniture

Planning: ZBA Short Admin Appeal; Quitclaim Deed; ZBA Junkyard MOA; Therapeutic Cannabis Program; Housing Standard Board; Eversource Easement Deed; Development Agreement; Lot Restoration; Boundary line lot description; HOA By-laws

Assessing: Property ownership question; Property lot line question

Recreation: Leases

Litigation:

Kelley's Row, et al v. First Street at Garrison etal: Resolution of claims brought by Blue Latitudes and Mill. Trial scheduled for February 2016.

Clay v. City of Dover: Waiting for decision regarding Motion to Reconsider.

City v. Nathaniel Figuers: Received Preliminary Order: Filed Motion for Final Default

Karl Leinsing v. City: Court hearing rescheduled for October 20, 2015

City v. Joel Bernier: Received final judgment; Filed Motion for Periodic Payments

Cohen v. City: Receipt of Motion for Reconsideration

SEA3 – Filed testimony of Assistant Chief Ormond; attended site visit

City of Dover v. State of NH (adequacy lawsuit) – hearing scheduled for October 26, 2015

Ventas Realty Limited Partnership v. City – Receipt of Petition for Abatement filed in Strafford County Superior Court

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	FY16 YTD	FY15	FY14
Legal Matters/ Questions Handled	23	60	276	251
Document Creation/Review	18	58	180	175
Right to Know Requests Processed	5	19	103	78
Resolutions	7	12	54	48
Ordinances	5	7	21	14

Economic Development

by Dan Barufaldi

Summary:

Most businesses contacted continue to report moderate growth. Some retailers are reporting a slight slowdown while others maintain a small margin above year ago levels. Business conditions are stable or improving overall. Retail contacts report sales increases from moderate to large. Revenue growth is strong among consulting and advertising contacts. Manufacturers were mostly strong except where the stronger dollar impinged on export sales. No major upward price pressures are in evidence currently. Labor market tightness is evident for experienced retailers, high tech workers, programmers, medical technicians, and some professional positions. Both commercial and residential rent growth is being experienced locally. Investment property prices are rising. Single family home sales are increasing locally as inventory becomes available. Condo sales and prices are up. Virtually all sectors expressed confidence in a positive outlook with the Federal Reserve holding off on rate increases at least until year end. Locally, four commercial new builds are underway and a dearth of commercial buildings in the 30,000sf range will soon cause more to be built as lease costs rise closer to new build costs and available commercial leased space inventory dwindles. The current Dover unemployment rate is 2.9%.

Selected Business Services:

Demand for consulting and advertising is up strongly over last year at this time. Software and IT services providers that reported flattening demand through Q2 are once again reporting increased sales but are not going to headcount additions quickly. Year-over-year growth for a few local firms in this sector have sales up 15% in the last month. Services to the healthcare sector have recently increased as walk-in convenient care centers are being added. Wages, while up significantly in critical

skill areas, remain just above inflation. as do prices. Uncertainty regarding the Affordable Care Act, the slowing Chinese economy/housing bubble, and the economic effects of Middle Eastern wars. The European migrant refugee problem and the Ukraine/Russia situation effect on the European economies, as well as the Greek economy failure potential continues to produce a prevailing air of caution in this and several other sectors with real local economic effect. The Russian ruble has lost over 40% against the US dollar and the Russian economy is projecting a recession in 2015. Local walk-in healthcare centers are hiring strongly as these in demand skill sets become available.

Commercial Real Estate:

Commercial real estate sales activity was unchanged over the month regionally with sustained strength in the local, Boston and Portland markets. Demand locally has remained positive with several local multifamily investment projects coming to fruition. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong. Leasing fundamentals maintained a moderate 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 lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. The projected end of "quantitative easing" over time was beginning to trigger a gradual rise in interest rates. The latest expectation of the Fed will extend the current interest rate through year end. 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. Some major capital spending projects are underway and some about to be announced. Three manufacturing buildings in Enterprise Park are available with two of the buildings about to be occupied.

Residential Real Estate:

Home buyer confidence is up. Completed sales of single family homes increased year-over-year through July and beyond. Low inventory levels locally are still thought to be limiting sales, but appear to be easing somewhat as rising prices are convincing sellers to put homes on the market before interest rates get too high. Median selling prices continue to rise locally. Condo sales, though mixed regionally, are up locally as well, as is condo pricing and pending sales. Closed unit sales of both single family homes and condominiums declined slightly year-over-year but price increases evened the dollar sales figures for the period. Sales and prices are sector. A recent conversation with a motivated home buyer in Dover indicated that despite offering up to \$20,000 above the list price, they lost out to buyers offering more. Condo sales, in moderate decline for several quarters, have begun to improve. Median sale prices in NH and in Dover increased again in the period. Pending sales suggest the markets for single family houses and condos are off to a good start in 2015 while slowing recently in the short term due to lack of inventory. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q3 and Q4, 2014 depressed near-term sales. Sale prices and rental rates in Dover that continued to rise over the last year and had begun to flatten somewhat are now on the rise again.

Manufacturing & Related Services:

Manufacturers are now reporting some modest sustained strength in sales and improved year over year profits. A few local manufacturers are reporting lower sales than the same period a year ago due to a falloff in export sales due to the strong U.S. dollar. Exporters to both Europe and China are concerned with the macro-

economics they're seeing in both markets. The Chinese economy has slowed markedly. The recent upheavals in Greece, Iraq and Syria, Ukraine and Russia and the effects it will cause in world-wide markets and economies are a growing uncertainty and concern. Crude oil at the moment has rallied from \$50 to \$55 only to fall to \$44 a barrel again recently. The Chinese housing bubble and economic slowdown are often mentioned. It is not clear that management by government intervention in China is working so far. Automotive car, truck and parts suppliers have been doing well. Pickup truck sales are at an all-time high. 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. A number of other commercial 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 increased slightly. Suppliers to the military are seeing new orders rise. Regional manufacturers are guardedly optimistic. Most recently non-oil related energy prices have increased slightly.

Retail & Tourism:

Retailers contacted for this period report comparable store sales ranging from flat to mid-single digit increases year-over-year. The recent fall off in gasoline prices has increased disposable income and is enhancing retail and tourism revenues slightly in the short term, particularly in casual apparel sales. Sales of household items and home improvement goods are selling well. Prices are up slightly (1 %) despite advertised sales. Inventories appear well controlled and diminishing. Some local retail establishments are finding it difficult to hire experienced personnel. Hotel revenues continue at an improved rate according to the latest contacts with the major hospitality groups as occupancy rates approach 80% and prices increase about 7% versus last year. Regional restaurant activity is mixed with some doing exceedingly well and a few struggling

with outmoded business models and older facilities in the face of new more competitive arrivals. Two restaurants closest to the parking garage/ police station construction site are experiencing substantial reductions in revenues. It is anticipated that completion of the parking garage in mid-November will go a long way to add to their future patronage. Local museum attendance has improved recently with enhanced marketing and the addition of gallery art showings. Pease Airport and Shipyard increased activities scheduled in this year have enhanced local hotel occupancies for the last several months and are expected to continue over the next few years.

Staffing Services:

Business conditions in this industry sector have improved markedly in the last month with the healthcare sector and other technical mid-level and high-level skill sets demonstrating high demand. Year-over-year growth is still expected between 4% and 20% depending on the industry sector being served. Labor demand has been strong in IT and, software until very recently. Aerospace, nursing, electronics, engineering, quality assurance techs and legal skills demand remain strong. Most recently experienced retail sales people are in tight supply. 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 of 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 two quarters and beyond.

Local Major Development Projects:

- First street Development
- McIntosh properties Development
- Yacht Club Development
- Stonewall Kitchens Development
- Brazonics Development
- Rand-Whitney Development
- Dover Parking Garage
- Dover Police Station
- 49,000 SF at 27 production drive leased for manufacturing with a buy option
- Broadway mixed use development
- Well over \$100,000,000 in Dover development underway.

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

City of Dover
Bid Solicitation Report
For September 2015

9/30/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services B16010	09/01/2015	09/23/2015	City hall Atrium elevator Entrance	
Community Services B16008	09/08/2015	09/23/2015	General Septic Pumping and Hauling Services	
Finance Q16-005	09/15/2015	09/30/2015	Preprinted Invoices and Blank Check Stock	
Finance Q16-006	09/15/2015	09/30/2015	Tax, Water/Sewer and MV Envelopes	

City of Dover
Bid Solicitation Report
For September 2015

9/30/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services Q16-007	09/09/2015	09/21/2015	Tree Inventory at Pine Hill Cemetery	
Community Services B16009	09/23/2015	10/14/2015	Dover Draw String Trash Bags	
Planning B16013	09/29/2015	10/22/2015	Design of New Customer Service Center	
Planning B16012	09/29/2015	10/21/2015	Mixed Use Development of Third Street Parking Lot	

po report
September 2015

DAC	PO Date	PO No.	Vendor Name	Amount
Community Services Department	9/22/2015	201602609	BROX INDUSTRIES, INC.	\$5,004.21
Executive	9/22/2015	201602641	ICLEAN, LLC	\$5,042.80
Executive	9/15/2015	201602302	SHOEM ROADWAY SERVICES, LLC.	\$5,100.00
Public Library	9/29/2015	201602978	PARK STREET FOUNDATION	\$5,534.00
Community Services Department	9/17/2015	201602438	STATE OF NH-DOT	\$5,983.32
Community Services Department	9/1/2015	201601829	SHOEM ROADWAY SERVICES, LLC.	\$6,460.00
Community Services Department	9/3/2015	201601931	HORIZON SOLUTIONS	\$6,631.54
Police	9/1/2015	201601825	STATE OF NH-DOT	\$6,688.54
Community Services Department	9/1/2015	201601833	DELL MARKETING L.P.	\$6,690.75
Community Services Department	9/29/2015	201602950	HD SUPPLY WATERWORKS LLC	\$6,716.22
Executive	9/28/2015	201602814	SHEEHAN, PHINNEY, BASS & GREEN	\$6,982.89
Community Services Department	9/1/2015	201601832	URBAN TREE SERVICE	\$7,000.00
Community Services Department	9/1/2015	201601809	PENINSULA PLASTICS, LTD	\$9,180.00
City Finance Office	9/10/2015	201602058	BAYRING COMMUNICATIONS	\$9,238.63
Fire and Rescue	9/2/2015	201601879	W.S. DARLEY & CO.	\$9,815.00
Executive	9/8/2015	201601963	SHOEM ROADWAY SERVICES, LLC.	\$10,030.00
Executive	9/28/2015	201602854	CCMSI	\$10,504.59
Recreation	9/9/2015	201602054	FOX TOURS	\$10,906.00
Public Library	9/1/2015	201601810	BYWATER SOLUTIONS, LLC	\$11,000.00
Executive	9/15/2015	201602291	SHEEHAN, PHINNEY, BASS & GREEN	\$11,609.42
Executive	9/15/2015	201602268	BAYRING COMMUNICATIONS	\$13,000.00
Community Services Department	9/9/2015	201602021	TED BERRY CO., INC.	\$14,475.00
Community Services Department	9/29/2015	201602945	ELECTRIC LIGHT CO, INC.	\$20,250.00
Police	9/14/2015	201602228	EVERSOURCE ENERGY	\$24,480.00
Community Services Department	9/22/2015	201602614	TRI-STATE SEALCOATING & PAVING, INC.	\$28,803.00
Community Services Department	9/17/2015	201602443	WOODARD & CURRAN INC.	\$39,020.00
Community Services Department	9/1/2015	201601808	SIEMENS INDUSTRY, INC.	\$60,190.00
Community Services Department	9/28/2015	201602812	AGGREGATE RECYCLING CORP	\$65,675.00
Community Services Department	9/10/2015	201602123	MORTON SALT, INC.	\$271,620.00
Community Services Department	9/8/2015	201601957	SUR CONSTRUCTION, INC.	\$608,275.00

City of Dover

Expenditures of Major Funds

September 30, 2015

(General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 407,686	\$ 1,143	\$ 55,182	14.0%	\$ 352,504	\$ 19,951	\$ 332,553	81.6%
Executive	864,566	76,356	194,292	22.0	670,274	263,851	406,423	47.0
Finance	1,739,467	165,780	454,738	26.0	1,284,729	843,143	441,586	25.4
Planning	642,382	57,689	146,398	23.0	495,984	266,976	229,007	35.6
Misc General Government	985,720	109,449	220,091	22.0	765,629	86,240	679,388	68.9
Police	7,801,851	832,450	2,074,255	27.0	5,727,596	3,671,092	2,056,504	26.4
Fire & Rescue	8,248,269	857,549	2,091,369	25.0	6,156,900	3,139,855	3,017,045	36.6
Community Service Public Works	6,652,331	361,144	1,087,149	16.0	5,565,182	2,455,851	3,109,331	46.7
Recreation	2,095,972	163,869	482,174	23.0	1,613,798	639,119	974,679	46.5
Public Library	1,131,936	118,498	280,819	25.0	851,117	622,781	228,337	20.2
Public Welfare	808,656	55,235	161,028	20.0	647,628	142,297	505,332	62.5
Debt Service	11,402,582	-	-	0.0	11,402,582	-	11,402,582	100.0
Other Financing Sources/Uses	3,271,483	-	202,093	6.0	3,069,390	-	3,069,390	93.8
School	46,687,263	3,192,525	6,867,514	15.0	39,819,749	38,198,788	1,620,962	3.5
Intergovernmental	8,266,760	-	-	0.0	8,266,760	-	8,266,760	100.0
Sub-total : 1000 General Fund	\$ 101,006,924	\$ 5,991,686	\$ 14,317,102	14.2%	\$ 86,689,822	\$ 50,349,944	\$ 36,339,878	36.0%
3213 Parking Activity Fund								
Police	\$ 672,223	\$ 33,461	\$ 86,680	13.0%	\$ 585,543	\$ 194,681	\$ 390,862	58.1%
Sub-total : 3213 Parking Activity Fund	\$ 672,223	\$ 33,461	\$ 86,680	12.9%	\$ 585,543	\$ 194,681	\$ 390,862	58.1%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,016,187	\$ 15,291	\$ 101,172	10.0%	\$ 915,015	\$ 754,678	\$ 160,337	15.8%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,016,187	\$ 15,291	\$ 101,172	10.0%	\$ 915,015	\$ 754,678	\$ 160,337	15.8%
3381 McConnell Center Fund								
Recreation	\$ 828,893	\$ 30,043	\$ 77,157	9.0%	\$ 751,736	\$ 217,109	\$ 534,627	64.5%
Sub-total : 3381 McConnell Center Fund	\$ 828,893	\$ 30,043	\$ 77,157	9.3%	\$ 751,736	\$ 217,109	\$ 534,627	64.5%
3410 Recreation Special Revenue Fund								
Recreation	\$ 593,649	\$ 44,165	\$ 151,857	26.0%	\$ 441,792	\$ 80,680	\$ 361,111	60.8%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 593,649	\$ 44,165	\$ 151,857	25.6%	\$ 441,792	\$ 80,680	\$ 361,111	60.8%
5300 Water Fund								
Community Service Public Works	\$ 4,917,581	\$ 228,427	\$ 839,915	17.0%	\$ 4,077,666	\$ 909,689	\$ 3,167,977	64.4%
Sub-total : 5300 Water Fund	\$ 4,917,581	\$ 228,427	\$ 839,915	17.1%	\$ 4,077,666	\$ 909,689	\$ 3,167,977	64.4%
5320 Sewer Fund								
Community Service Public Works	\$ 7,348,621	\$ 271,975	\$ 1,170,896	16.0%	\$ 6,177,724	\$ 1,468,775	\$ 4,708,950	64.1%
Sub-total : 5320 Sewer Fund	\$ 7,348,621	\$ 271,975	\$ 1,170,896	15.9%	\$ 6,177,724	\$ 1,468,775	\$ 4,708,950	64.1%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 817,402	\$ 84,249	\$ 166,610	20.0%	\$ 650,792	\$ 205,646	\$ 445,145	54.5%
Sub-total : 6100 Dovernet Fund	\$ 817,402	\$ 84,249	\$ 166,610	20.4%	\$ 650,792	\$ 205,646	\$ 445,145	54.5%
Total : EXPENDITURES	\$ 117,201,480	\$ 6,699,299	\$ 16,911,390	14.4%	\$ 100,290,090	\$ 54,181,202	\$ 46,108,888	39.3%

City of Dover

Revenues of Major Funds September 30, 2015

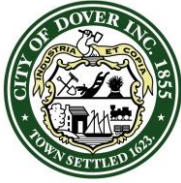
(General Fund Includes Property Taxes and Education Revenues)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Uncollected</u>
REVENUES								
1000 General Fund								
Taxes	\$ 72,716,813	\$ 265,373	\$ 2,256,732	3.0%	\$ 70,460,081	\$ -	\$ 70,460,081	(96.9)%
Licenses & Permits	5,439,940	562,212	1,434,013	26.0	4,005,928	-	4,005,928	73.6
Intergovernmental	2,289,044	2,177	203,127	9.0	2,085,917	-	2,085,917	91.1
Charges for Services	3,627,041	257,381	697,178	19.0	2,929,863	-	2,929,863	80.8
Miscellaneous Revenue	1,026,895	27,957	621,089	60.0	405,806	-	405,806	39.5
Education	15,456,643	1,577,086	1,732,497	11.0	13,724,146	-	13,724,146	88.8
Operating Transfers In	310,548	-	-	0.0	310,548	-	-	0.0
Other Financing Sources	140,000	-	-	0.0	140,000	-	140,000	100.0
Sub-total : 1000 General Fund	\$ 101,006,924	\$ 2,692,186	\$ 6,944,634	7.0%	\$ 94,062,290	\$ -	\$ 93,751,742	92.8%
3213 Parking Activity Fund								
Licenses & Permits	\$ 105,000	\$ 7,855	\$ 33,700	32.0%	\$ 71,300	\$ -	\$ 71,300	67.9%
Parking Income	412,223	43,371	120,292	29.0%	291,931	-	291,931	70.8%
Parking Fines	155,000	11,773	36,360	23.0%	118,641	-	118,641	76.5%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 672,223	\$ 62,999	\$ 190,352	28.0%	\$ 481,871	\$ -	\$ 481,871	71.7%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ -	0.0%	\$ 9,556	\$ -	\$ 9,556	100.0%
Charges for Services	930,000	93,977	259,356	28.0%	670,644	-	670,644	72.1%
Miscellaneous Revenue	0	27	163	0.0	(163)	-	(163)	0.0
Other Financing Sources	35,728	-	-	0.0	35,728	-	35,728	100.0
Sub-total : 3320 Residential Solid Waste	\$ 975,284	\$ 94,004	\$ 259,519	27.0%	\$ 715,765	\$ -	\$ 715,765	73.4%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 698,701	\$ 52,231	\$ 167,806	24.0%	\$ 530,895	\$ -	\$ 530,895	76.0%
Operating Transfers In	130,192	-	19,271	15.0	110,921	-	110,921	85.2
Sub-total : 3381 McConnell Center	\$ 828,893	\$ 52,231	\$ 187,077	23.0%	\$ 641,816	\$ -	\$ 641,816	77.4%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 403,815	\$ 20,359	\$ 87,102	22.0%	\$ 316,713	\$ -	\$ 316,713	78.4%
Miscellaneous Revenue	15,500	123	363	0.0	15,137	-	15,137	97.7
Operating Transfers In	15,500	-	-	0.0	15,500	-	15,500	100.0
Other Financing Sources	158,834	-	-	0.0	158,834	-	158,834	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 593,649	\$ 20,482	\$ 87,465	15.0%	\$ 506,184	\$ -	\$ 506,184	85.3%
5300 Water Fund								
Charges for Services	\$ 4,795,901	\$ 557,825	\$ 553,424	12.0%	\$ 4,242,477	\$ -	\$ 4,242,477	88.5%
Miscellaneous Revenue	70,500	12,043	19,251	27.0	51,249	-	51,249	72.7
Sub-total : 5300 Water Fund	\$ 4,866,401	\$ 569,867	\$ 572,675	12.0%	\$ 4,293,726	\$ -	\$ 4,293,726	88.2%
5320 Sewer Fund								
Intergovernmental	\$ 5,078	\$ -	\$ -	0.0%	\$ 5,078	\$ -	\$ 5,078	100.0%
Charges for Services	6,326,947	685,363	752,088	12.0	5,574,859	-	5,574,859	88.1
Miscellaneous Revenue	57,000	7,753	18,238	32.0	38,762	-	38,762	68.0
Other Financing Sources	942,687	-	-	0.0	942,687	-	942,687	100.0
Sub-total : 5320 Sewer Fund	\$ 7,331,712	\$ 693,116	\$ 770,326	11.0%	\$ 6,561,386	\$ -	\$ 6,561,386	89.5%
6100 Dovernet Fund								
Charges for Services	\$ 669,794	\$ 32,307	\$ 173,771	26.0%	\$ 496,023	\$ -	\$ 496,023	74.1%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	-	-	-	0.0	0	-	0	#DIV/0!
Other Financing Sources	100,417	-	-	0.0	100,417	-	100,417	100.0
Sub-total : 6100 Dovernet Fund	\$ 795,211	\$ 32,307	\$ 173,771	22.0%	\$ 621,440	\$ -	\$ 621,440	78.1%
Total : REVENUES	\$ 117,070,297	\$ 4,217,193	\$ 9,185,820	8.0%	\$ 107,884,477	\$ -	\$ 107,573,929	91.9%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) September 30, 2015

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,322,607	108,986	101,543	7.7	1,221,064	0	1,221,064	92.3
Expenditures	977,165	86,336	125,698	12.9	851,467	326,834	524,632	53.7
Debt Service								
Principal	290,453	0	0	-	290,453	0	290,453	100.0
Interest	54,989	0	2,169	3.9	52,820	0	52,820	96.1
	0	22,650	(26,324)	0.0	26,324	(326,834)	353,158	-



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **5:30 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Deputy Mayor Carrier led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Gagnon, Councilor Garrison, Councilor Hooper, Councilor McManus, and Councilor Thibodeaux. Councilor O'Connor arrived at 5:40 pm.

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

5. CITIZEN'S FORUM

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

Peter Schmidt, 53 Fourth Street: He spoke against the proposed Charter amendments. He spoke against the method used to get the petition signatures by a City Councilor.

Donald Medbery, 3 Covered Bridge Lane: He spoke in support of Councilor Cheney's actions regarding the Charter Amendment petitions.

George Sherwood, 43 Arch Street: He spoke in support of the Charter Amendment question regarding the Legal Officer.

Thomas Southworth, 56 Durham Road: He spoke against the Charter Amendment questions.

Mary Hebbard, 97 Spruce Lane: She spoke in favor of the Charter Amendment questions. She said she felt this workshop was a form of electioneering.

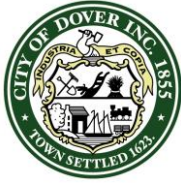
Paul Norris, 15 Cranbrook Lane: He spoke in favor of the Charter Amendment questions.

David Martin, 10 Linda Avenue: He spoke in favor of the Charter Amendment questions.

David Scott, 220 Back Road: He spoke in favor of the Charter Amendment questions.

Phyllis Woods, 1 Barry Street: She spoke in favor of the Charter Amendment questions.

William Baber, 5 Gerrys Lane: He thanked the Council for the workshop to inform the citizens about these Charter Amendment questions.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **5:30 pm**

Richard Hebbard, 97 Spruce Lane: He said the meeting was illegal. He said the Mayor should be ashamed of herself.

Deputy Mayor Carrier called for a point of order.

Mr. Hebbard asked the Deputy Mayor not to interrupt him.

Deputy Mayor Carrier called for another point of order.

Mayor Weston asked Mr. Hebbard to stop the name calling.

Mr. Hebbard said he can say what he wants.

Mayor Weston called for a recess.

Mr. Hebbard asked for a point order. He asked the Mayor to rein in the Deputy Mayor and stop him from interrupting his time during Citizen's Forum.

Mayor Weston said the Deputy Mayor has been spoken to.

Mr. Hebbard talked about the Council doing whatever they want. He accused the Mayor of inappropriate actions.

Kristine Baber, 5 Gerrys Lane: She spoke about the previous speaker's comments and said they are not the opinion of the vast majority of the citizens. She thanked the Council for their work.

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

6. DISCUSSIONS

A. CHARTER AMENDMENT QUESTIONS ON THE NOVEMBER 3, 2015 MUNICIPAL ELECTION BALLOT

Mayor Weston addressed the inappropriate actions remark as impossible.

Mayor Weston started a discussion regarding the School Board Charter Amendment question.

Councilor McManus explained why the Council can have this meeting. He also spoke about free speech and that he felt it didn't include insults.

Councilor Hooper talked about her 8 years on the School Board and the difficulties they had filling positions in certain wards. She felt the At Large system has worked well.

Councilor Cheney gave an overview of why she brought these Charter Amendment petitions forward.

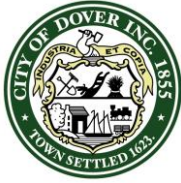
Mayor Weston asked General Legal Counsel Blenkinsop to explain the transition if this Charter Amendment passes.

General Legal Counsel Blenkinsop gave an overview of the School Board Charter Amendment question to the Council.

City Clerk Lavertu explained the lottery system to pick write-in candidates for the School Board after an election to the Council.

Mayor Weston asked Attorney Bolt to speak to the Council.

Councilor Cheney said Attorney Brian Gould was also present and former Keene Councilor Charles Redfern.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **5:30 pm**

Attorney Bolt spoke to the Council regarding different forms of governments in the State, and how the Legal Officer Charter Amendment question would affect the City.

Councilor Garrison asked if this change can happen.

Attorney Bolt said it could.

Mayor Weston spoke about her conversation with the Mayor Lane of Keene and his answer to her question regarding who directs the City Attorney. She said one scenario is that the City Attorney would have to ask the whole Council if they wanted a resolution drawn up, instead of just drawing it up at the request of one Councilor. She explained that this issue would have to be addressed immediately after the election.

Councilor McManus asked what the City Attorney does if two Councilors have conflicting requests.

Mr. Redfern gave an overview of Keene's process to the Council.

Attorney Bolt answered questions about what would happen if the Legal Officer Charter Amendment passed.

City Manager Joyal gave an overview of changes in the Charter that involved the Council's approval on the Merit Plan and employment contracts.

Mayor Weston said she felt the Council should review the General Legal Counsel's contract and come back to address some of these concerns.

Councilor Cheney said she would object to have another meeting before the election. She talked about Attorney Gould's presence and asked to allow him to speak.

Mayor Weston said the Council was being proactive about this Charter Amendment because it needs to be addressed as soon as possible if the question passes on November 3, 2015. She asked Attorney Gould to address the Council.

Attorney Gould gave an overview of his opinion on the Legal Officer Charter Amendment question.

7. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn...

Mayor Weston interrupted and asked if there should be a recess to a date to be determined to allow the Council a chance to review the General Legal Counsel's contract.

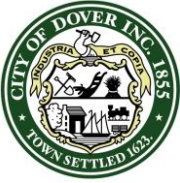
Deputy Mayor Carrier agreed that the Council should take some more time on this issue.

Mayor Weston asked for a motion.

Deputy Mayor Carrier moved to have another workshop, date to be determined, to review more matters on this subject regarding the General Legal Counsel; seconded by Councilor Garrison.

Councilor O'Connor asked the Attorneys and former Councilor Redfern be invited to the workshop.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. ~~MOMENT OF SILENCE~~

3. ~~PLEDGE OF ALLEGIANCE~~

4. ROLL CALL ATTENDANCE

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

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

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Deputy Mayor Carrier noted that the revised agenda had an additional Public Hearing, Item 7.C. and under Unfinished Business Item #12.C.2. He said there is also a substitution for Item #12.A.1. He also moved to add two committee reports: Joint Building Committee – Dover High School and Regional CTC, and the Police and Parking Garage Building Committee.

Councilor Hooper moved to add the School Board Report.

Councilor McManus asked about the addition of the Public Hearing and Resolution.

Mayor Weston said it was properly noticed and the Council did receive it electronically before tonight.

General Legal Counsel Blenkinsop said it was properly noticed and the Council can waive the Council Rules if they wish because they didn't get this last Thursday.

Deputy Mayor Carrier moved to approve the agenda as amended; seconded by Councilor O'Connor.

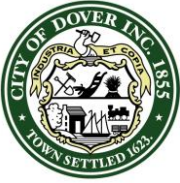
Vote: 9/0.

7. PUBLIC HEARINGS

A. CHAPTER 131 SECTION 23.A.(4) HUNTING ON CITY PROPERTY SPONSORED BY COUNCILOR GAGNON AND COUNCILOR O'CONNOR

Mary Hebbard, 97 Spruce Lane: She complained about agenda and notification to the public. She spoke in favor of the ordinance.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **7:00 pm**

B. CHAPTER 166 – VEHICLES AND TRAFFIC: REPEAL OF TOLEND ROAD WEIGHT LIMIT

SPONSORED BY MAYOR WESTON BY REQUEST

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

C. FISCAL YEAR 2016 BUDGET AMENDMENT #1 – AMEND SCHOOL ADEQUACY AID REVENUE AND DEBT SERVICE APPROPRIATION (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)

SPONSORED BY MAYOR WESTON BY REQUEST

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

8. CITIZEN'S FORUM

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

Mary Hebbard, 97 Spruce Lane: She spoke about the Legal Officer Charter Amendment question. She talked about speaking before the Council during Citizen's Forum, and why she will say what must be said. She accused the Mayor of inappropriate actions.

Richard Hebbard, 97 Spruce Lane: He said he had nothing to tell the Council.

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

Mayor Weston said the comments regarding her inappropriate actions were untrue and impossible.

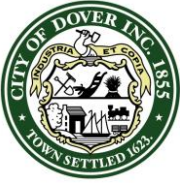
9. CITY MANAGER'S REPORT

City Manager Joyal spoke about the annual flushing hydrants period that is happening. He said the City has found the water leaks in the system. He spoke about the various United Way projects around the City to be held on October 11th. He thanked the Timberland Team who were sent to the Tri-City area working on various projects on September 17, 2015. He asked the City Clerk to address the election needs.

City Clerk Lavertu gave an overview of the help needed for the November 3, 2015 Municipal and the February, 2016 Presidential Primary elections.

Councilor Garrison asked how Attorney Bolt became involved with the Legal Officer Charter Amendment question.

City Manager Joyal said Attorney Bolt became involved when the resolution came before the Council to have this Charter Amendment question on the ballot. He said the resolution needed to be signed as to legal form, which the City of Dover General Legal Counsel had a conflict with. He asked outside Council to review the resolution.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **7:00 pm**

Councilor Cheney explained why she disagreed with that response.

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

Vote: 9/0.

10. APPROVAL OF MINUTES

- A. September 2, 2015 – Workshop Session**
- B. September 9, 2015 – Regular Meeting**
- C. September 16, 2015 – Special Meeting**

Deputy Mayor Carrier moved to approve the minutes; seconded by Councilor Garrison.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston talked with Keene Mayor Lane about the adequacy aid lawsuit. He said the cap on formula was unfair and absurd. She attend the Government Affairs meeting at the Greater Dover Chamber of Commerce. She spoke about the Transportation Advisory Commission meeting and making the intersection of Fourth Street and Grove Street a 4-way stop. She said there will be an ordinance to bring that change.

Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Gagnon.

Vote: 9/0.

12. UNFINISHED BUSINESS

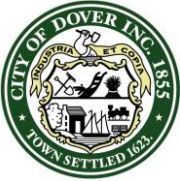
A. ORDINANCES IN THE 2nd READING

- 1. CHAPTER 131 SECTION 23.A.(4) HUNTING ON CITY PROPERTY**
SPONSORED BY COUNCILOR GAGNON AND COUNCILOR O'CONNOR

Councilor Gagnon moved for its adoption; seconded by Councilor O'Connor.
Councilor Gagnon gave an overview of the ordinance change to the Council.
Roll Call Vote: 9/0.

- 2. CHAPTER 166 – VEHICLES AND TRAFFIC: REPEAL OF TOLEND ROAD WEIGHT LIMIT**
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Cheney.
Councilor Gagnon recused himself from the vote.
Deputy City Manager Steele gave an overview of the project to the Council.
Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **7:00 pm**

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. B15021 LED LIGHTING UPGRADE AND AUTHORIZATION FOR FINANCING MCCONNELL CENTER (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.
Roll Call Vote: 9/0.

2. FISCAL YEAR 2016 BUDGET AMENDMENT #1 – AMEND SCHOOL ADEQUACY AID REVENUE AND DEBT SERVICE APPROPRIATION (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Garrison.
Councilor McManus spoke about his objection regarding this resolution since it wasn't on the original agenda. He was also concerned that this puts the City over the tax cap.
Councilor O'Connor moved to direct the City Manager to make budget changes to find \$2,248.00; seconded by Councilor Cheney.

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

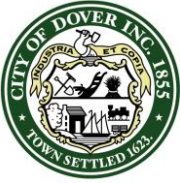
Mayor Weston asked for a roll call vote on the original resolution.

Roll Call Vote: 8/1; Passed. Councilor Cheney was opposed.

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE – Zebra Crossings**
- 2. PARADE – Dover Children's Center**
- 3. PARADE – Dover Knights of Columbus: Council #807**
- 4. ROAD RACE – Dover Turkey Trot**
- 5. BROADWAY RAILROAD CULVERT DESIGN SERVICES**
SPONSORED BY KAREN WESTON BY REQUEST
- 6. CITY WIDE GROUNDWATER MONITORING PROGRAM**
SPONSORED BY KAREN WESTON BY REQUEST
- 7. APPROVAL OF UNIVERSITY OF NEW HAMPSHIRE LEASE AGREEMENT, BUTLER BUILDING**
SPONSORED BY KAREN WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **7:00 pm**

8. RIVER ST PUMP STATION UNDERGROUND TANK SPONSORED BY KAREN WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|--|
| 1. School Board | 10. Pool Advisory Committee |
| 2. Planning Board | 11. Parking Commission |
| 3. Appointments Committee | 12. Ordinance Committee |
| 4. Recreation Advisory Board | 13. Police and Parking Facility Building Committee |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School and Regional CTC |
| 6. Arts Commission | 15. Dover Main Street |
| 7. Solid Waste Advisory Commission | 16. Library Board of Trustees |
| 8. Transportation Advisory Commission | |
| 9. Legislative Liaison | |

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor Cheney.

Mayor Weston asked the Council if they had items they would like pulled for further discussion. Councilor Cheney pulled Item #13.A.7.

Councilor Hooper pulled the School Board Report.

Deputy Mayor Carrier pulled the Police and Parking Facility Building Committee and Joint Building Committee – Dover High School and Regional CTC Reports.

Councilor McManus pulled Item #13.A.6.

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

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.6.; seconded by Councilor O'Connor.

Councilor McManus asked about the no bid situation, and said the City has to stop this practice.

Deputy City Manager Steele gave an overview of the resolution to the Council.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.7.; seconded by Councilor McManus.

Councilor Cheney asked for clarification on the lease.

Recreation Director Bannon gave an overview of the lease to the Council.

Roll Call Vote: 9/0.

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

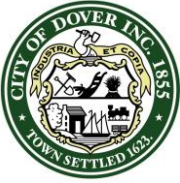
Deputy Mayor Carrier moved to accept the School Board Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

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

Deputy Mayor Carrier moved to accept the Police and Parking Garage Facility Building Committee Report; seconded by Councilor Thibodeaux.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 23, 2015**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier gave an overview of the Joint Building Committee – Dover High School and Regional CTC Report.

Deputy Mayor Carrier moved to accept the Joint Building Committee – Dover High School and Regional CTC Report; seconded by Councilor O'Connor.

Vote: 9/0

B. RESOLUTIONS

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor McManus reminded the public that the Dover Public Library is open on Sundays, 1:00 pm to 5:00 pm.

Councilor Cheney informed the Council that she will be bringing forward a resolution regarding a Council Rule change.

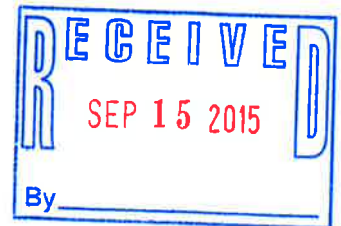
Councilor Thibodeaux informed the public that she will be holding her Coffee with a Councilor on Saturday.

Councilor O'Connor talked about the 21-year old who passed away from a possible heroin overdose.

16. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor O'Connor.

Vote: 9/0.



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (✓) the type of application:

RAFFLE* X, TAG* _____, BLOCK PARTY** _____,

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

Organization Name: Cochecho Country Club

Federal Tax ID number for Organization: 02-0120-120

Check (✓) Nature of Organization:

Religious _____, Educational _____, Charitable X, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____

(Describe) Helicopter Golf Ball Drop

Contact Person: Susan Jones Day Time Telephone: 603 674 0397

Address: 10 JENKINS ROAD Email: JILLIS@COMCAST.NET

Purpose of Permit: Approve FUNDRAISER for Cochecho Valley Humane Society

Date of Event: Nov 8, 2015 Specific Time: 3:00 AND DOVER FOOD

Location of Event: Cochecho Country Club

Pantry.

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded: CASH

Cost of Ticket: 25.00 each Date of Drawing: Nov 8, 2015

Place of Drawing: Cochecho Country Club

* 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>

dot 26

*****BLOCK PARTY PERMITS*****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): _____

Police Department Block Party Approval Signature: _____

Printed Name: _____

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: [Signature] DATE: 9/15/15
(duly authorized)

PRINTED NAME: SUSAN JONES

Licensing Board Approval [Signature] Date: 9/23/15



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (✓) the type of application:

RAFFLE* _____, TAG* ✓, BLOCK PARTY** _____,

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

Organization Name: Studio 109 Dance, Voice + Drama
Federal Tax ID number for Organization: 6120-5483221

Check (✓) Nature of Organization:

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

Contact Person: Shereen Garland Day Time Telephone: 603-834-5350

Address: 5 Lagooose Street, Rochester NH Email: Shereengarland@gmail.com

Purpose of Permit: to tag at different locations to raise money for the kids for competition fees

Date of Event: 10/16, 10/17 + 10/18 Specific Time: _____

Location of Event: different locations throughout the city - can provide when the list is complete if necessary

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded: _____

Cost of Ticket: _____ Date of Drawing: _____

Place of Drawing: _____

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

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

*****BLOCK PARTY PERMITS*****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): _____

Police Department Block Party Approval Signature: _____

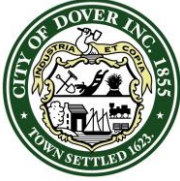
Printed Name: _____

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: Shereen Garland DATE: 9-16-15

PRINTED NAME: Shereen Garland
(duly authorized)

Licensing Board Approval (Signature) Date: 9/21/15



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2015.10.14 – 128**

Resolution Re: B16005 New Police Facility Office Furniture

WHEREAS: A Sealed Request for Bid B16005 was issued and received for the purchase and installation of office furniture for the new police facility on September 1, 2015 at 11:00 am; and

WHEREAS: Four vendors replied with varying products and costs. Evaluations were conducted by the city contracted architect and city personnel and the offer best meeting specifications of the RFB and thereby deemed most advantageous to the city was submitted by Office Works of New England of York Maine in the amount of \$260,256.18; and

WHEREAS: It is the recommendation to award to Office Works of New England.

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 Office Works of New England to provide and install office furniture at rates provided in conjunction with Bid B16005. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
4014.1.210.42170.4720.02389.14	Police Facility Buildings	8,702,479.00	332,549.00

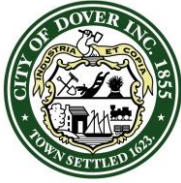
AUTHORIZATION

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.3.

Resolution Number: **R – 2015.10.14 – 128**

Resolution Re: B16005 New Police Facility Office Furniture

DOCUMENT HISTORY:

First Reading Date:

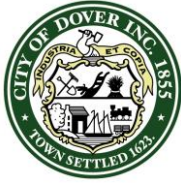
Public Hearing Date:

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 – 2015.10.14 – 128**

Resolution Re: B16005 New Police Facility Office Furniture

RESOLUTION BACKGROUND MATERIAL:

Sealed bids were requested to provide, deliver and install new office furniture for the new police facility.

Bid Information:

A Sealed Request for Bid B16005 was issued and received for the purchase and installation of office furniture for the new police facility on September 1, 2015 at 11:00 am.

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

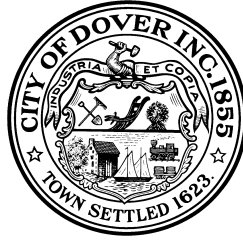
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	57	Number of Responses:	4
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	As needed
Recommended Award to:	Office Works of NE	Fund:	CIP
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

Exhibit A – B16005 Bid Results
Exhibit B – B16005 Draft Contract Documents

DANIEL R LYNCH
Finance Director
d.lynch@dover.nh.gov

ANN M. LEGERE, CPPB
Purchasing Agent
a.legere@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169

(603) 516-6030
Fax: (603) 516-6097
www.dover.nh.gov

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

September 3, 2015

**Results for Request for Bid B16005
“Dover Police Facility and Parking Garage Furniture”**

Vendor	Total Cost
WB Mason Company 8001 S Willow St Manchester NH	\$267,913.13 ALT \$241,539.37
Office Works 449 Rte 1 York ME	\$260,256.18
Office Interiors Limited 85 Washington St Dover NH	\$271,360 ALT \$257,608
Creative Office Pavilion 155 Dow St Manchester NH	\$264,029.70



CITY OF DOVER

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

[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, ***if applicable***)(address) _____(the "Vendor"), who for valuable consideration agree as follows (the "Agreement"):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled "_____" issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the "Agreement Documents"):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor dated _____, 2014;
 - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B_____ ; 3) response of the Vendor; and 4) any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon _____. This Agreement shall end on (*insert date or if no specific date "completion of all work required under the Scope of Services and payment therefore."*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



CITY OF DOVER

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shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

7. **Insurance.**

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the



CITY OF DOVER

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DOVER, NH 03820
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603.516.6000

Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.



CITY OF DOVER

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

17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
J. Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

To Vendor
(insert contact and address)



CITY OF DOVER

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

25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures To Follow.

VENDOR

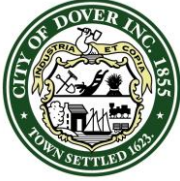
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2015.10.14 – 129**

Resolution Re: B16006 John Deere 410L Backhoe Loader or Equal

WHEREAS: A Sealed Request for Bid B16006 was issued and received for the purchase of a JD 410L Backhoe Loader or Equal on September 15, 2015 at 11:00 am; and

WHEREAS: Two vendors replied with varying products and costs. Evaluations were conducted by city personnel of the proposals and a demonstration of the Caterpillar Loader was conducted at the Public Works building. The evaluating team found the offer provided by Southworth-Milton Cat Inc to be an acceptable equal to the John Deere 410L. Therefore, the bid deemed most advantageous to the city was submitted by Southworth-Milton CAT, Inc of Hopkinton NH in the amount of \$94,000 for a new Caterpillar 430F2ST loader; and

WHEREAS: It is the recommendation to award to Southworth-Milton CAT, Inc as listed above.

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 Southworth-Milton Cat Inc. for a new Caterpillar 430F2ST loader at rates provided in conjunction with Bid B16006. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
5300.1.300.43320.4743.03512.15	Water Heavy Equipment	40,000.00	40,000.00
5300.1.300.43320.4743.03512.16	Water Heavy Equipment	40,000.00	40,000.00
5320.1.300.43250.4743.04512.15	Sewer Heavy Equipment	40,000.00	40,000.00
5320.1.300.43250.4743.04512.16	Sewer Heavy Equipment	40,000.00	40,000.00

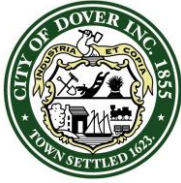
AUTHORIZATION

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 – 2015.10.14 – 129**

Resolution Re: B16006 John Deere 410L Backhoe Loader or Equal

DOCUMENT HISTORY:

First Reading Date:

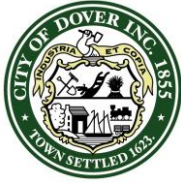
Public Hearing Date:

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 – 2015.10.14 – 129**

Resolution Re: B16006 John Deere 410L Backhoe Loader or Equal

RESOLUTION BACKGROUND MATERIAL:

Sealed bids were request to provide and deliver a new JD 410L backhoe loader or equal. Evaluations were conducted by city personnel of the proposals and demonstration of the Caterpillar loader was conducted at the Public Works building. The evaluating team found the offer provided by Southworth-Milton Cat Inc. to be an acceptable equal to the John Deere 410L. Therefore, the offer deemed most advantageous to the city as submitted by Southworth-Milton CAT, Inc of Hopkinton NH in the amount of \$94,000 for a new Caterpillar 430F2ST loader.

Bid Information:

A Sealed Request for Bid B16006 was issued and received for the purchase of a backhoe loader on September 15, 2015 at 11:00 am.

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	106	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until delivered	Estimated Delivery:	As needed
Recommended Award to:	Southworth-Milton Cat Inc	Fund:	CIP
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

Exhibit A – B16006 Bid Results
Exhibit B – B16006 Draft Contract Documents

B16006	Milton Cat Hoplington NH	Nortrax Inc Pembroke NH
manufacturer	Caterpillar	John Deere
model	430F2ST	410L
operating weight	20769	19496
Eng HP	111	113
Fuel Gals/hr	.08-3.9 gph	low 1.2/high 2.3
Min Road speed MPH	Max is 25mph	24.9
origin	England	USA
warrantee period	7yrs/4000 hrs	4 yrs/4000 hrs
warrantee coverage terms	see bid reply	full machine
delivery in calendar days	5-7 days	46-60 days
Location for svcs & parts	Hopkingon	Pembroke
Component life cycle data	na	yes
will you provide demonstration	Yes	yes
Exceptions	Yes	No
Lump sum	94,000.00	108,750.00

Milton



PURCHASE ORDER

10/15/15

ORDER DATE

SOLD TO: CITY OF DOVER

D/B/A:

ADDRESS: 288 CENTRAL AVE

CITY, STATE, ZIP: DOVER, NH 03820-4169

PHONE#: 603-516-6030 CELL#:

FAX#: CONTACT: SAM EMAIL: CROWLEY 603-516-6467

INVOICE TO CUSTOMER #: 1965300 P.O. #

SHIP TO ADDRESS: 271 MAST ROAD

CITY, STATE, ZIP: DOVER, NH 03820

CUSTOMER #: 1965300

FOB: DOVER, NH

SELL PRICE \$ 94,000.00

TRADE-IN

ALLOWANCE \$

NET

BALANCE \$ 94,000.00

SALES TAX \$ EXEMPT

FREIGHT \$ INC.

TOTAL DUE \$ 94,000.00

DOWN PAYMENT \$

PAYOFF AMOUNT \$

BALANCE \$ 94,000.00

DESCRIPTION

MAKE CATERPILLAR SERIAL # HWED00195

MODEL 430F2ST ID # EQ016072

AS PER YOUR BID SPECS DATED 8/25/15,
OUR PROPOSAL DATED 9/10/15

PER CITY COUNCIL MEETING 10/14/15

ATTACHMENTS:

CONDITION: ☐ AS IS ☒ NEW PRODUCT ☒ WARRANTY: 7YR/4000 PT & HYD.

TRADE IN Make: Model: Year: Serial #: Allowance \$

DESCRIPTION: Customer #: Salesman #

TRADE IN Make: Model: Year: Serial #: Allowance \$

DESCRIPTION: Customer #: Salesman #

For Office Use Only

Date Shipped Finance Rep

Frt. Chg. Code (TRA, CPU, DNC)

CSA or TM&R

Rental Conversion / Reverse Months

Competition

FINANCING TERMS:

(SUBJECT TO CREDIT APPROVAL
☐ SMI FINANCING ☐ CAT FINANCING)

☒ NET CASH UPON RECEIPT OF INVOICE

☐ SEE INSTALLMENT SALE CONTRACT

☐ OTHER

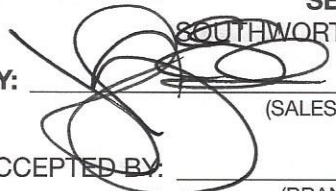
☐ SKIP PAYMENTS:

PAYABLE AS FOLLOWS:

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

SELLER

SOUTHWORTH-MILTON, INC.

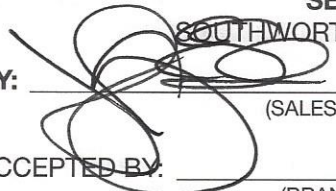
BY: 

(SALES AGENT)

DIV/TYPE/#/STORE

PRINT: CITY OF DOVER

BY: X

ACCEPTED BY: 

(BRANCH OR SALES MANAGER)

TERMS AND CONDITIONS

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

1. Excusable Delivery Delays: Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacturer or carrier, acts of God, embargoes, or government action. Or any other cause beyond the reasonable control of the seller, whether the same as, or different from, the matters and things hereinbefore specifically enumerated, and If for such reasons. Sellers may, at its option, cancel this order without liability except for return of the amounts paid on this order.

2. Responsibility for Shipment: The Seller's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Purchaser direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.

3. Duration of Offer: The Purchaser agrees that this order shall not be countermanded or revoked by Purchaser for a period of ten (10) days from date: thereafter it may be countermanded or revoked up to and until Seller does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financing Statement(s) and/or Note(s). and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.

4. Execution of Other Documents: When the property necessary to fill this order is available, the Purchaser agrees on demand to execute and deliver to the Seller such security agreements, financing statements and other documents as maybe required by the Seller to secure the purchase price. In the event that the Purchaser fails to execute and deliver to the Seller such documents, the entire balance of the purchase price shall, at the Seller's option, become immediately due and payable.

5. Disclaimer of Warranties and Limitation of Liability: Equipment of machinery described herein as new is sold subject to such warranties as are made in writing by the manufacture thereof. Seller will cooperate with Purchaser in obtaining adjustment from manufacture for breach of any such manufacture's warranty, any expense to be for Purchaser's account. In the event it is found that there are defective parts within such period as the appropriate manufacture's agreement to replace defective parts is applicable. Seller will furnish at Seller's repair facilities during regular working hours such labor as is required or repair of defective parts covered by manufacture's warranty. Cost of necessary transportation to and/or from Seller's repair facilities shall be born solely by Purchaser. Except for warranty of title by Seller and except for the is agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacture's warranty within the manufacturer's warranty period. Seller shall not be liable for defects in or for any damages or loss to property sold nor in a separate writing signed by Seller in the manner provided on the reverse side hereof: and under no circumstances shall Seller or Manufacture be liable for any indirect, special, incidental or consequential damages to the Purchaser or to any third party. **THE FORGOING UNDERTAKING WITH RESPECT TO NEW MACHINERY AND EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED; FURTHER SELLER MAKES NO WARRANTIES WHATSOEVER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO USED EQUIPMENT AND PURCHASER TAKES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER IN THE MANNER PROVIDED ON THE REVERSE SIDE OF THIS ORDER.**

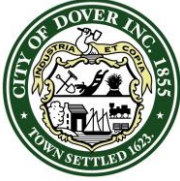
6. Taxes: Unless otherwise stated, the quoted prices do not include sales, use or similar taxes. Such taxes shall be paid by the Purchaser. Consequently in addition to the quoted prices, in effect at the time of the sale, lease or rental, the amount of any present or applicable sales use or similar tax applicable to the sale, lease or rental of the property shall be paid by the purchaser, or in lieu thereof the Purchaser shall provide the company with a tax-exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of the property covered hereby. Purchaser shall timely pay all taxes and other charges assessed by any public body against same, including applicable property taxes.

7. Insurance: The property shall at all times after delivery to the purchaser. Purchaser's agent or a transportation company, whichever first occurs, be the sole responsibility of Purchaser, and all loss or damage to said property or any part thereof occasioned by fire or in any manner whatsoever, shall be borne by Purchaser and shall not operate to extinguish or diminish liability of Purchaser to Seller. Purchaser shall have said property insured in favor of Seller against fire, and other hazards generally covered by extended fire coverage insurance and any other hazards required any Seller for full insurable value thereof and the policy of insurance or proof satisfactory to Seller shall be delivered to Seller. Until and unless Purchaser obtains such insurance Seller may have same insured for Seller's benefit and Purchaser shall be liable for premiums thereon and shall pay or reimburse Seller for same. Any property shall be insured by the purchaser in companies acceptable to Seller to the full extent of any balance remaining unpaid and all such policies shall name as a co-beneficiary.

8. Attorney Fees: In the event of suit by Seller on this Purchase Order on account of Purchaser's breach thereof. Seller shall be entitled to recover costs and expenses of such suit, including reasonable attorneys' fees.

9. Definitions: Where applicable herein the word "property" will include labor and/or services.

10. Additional Matters and/or Modifications:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.10.14 – 130**

Resolution Re: B16007 Ten Wheel Dump Truck with Equipment

WHEREAS: A Sealed Request for Bid B16007 was issued and received for the purchase of new ten wheel dump truck equipped with plow, wing, dump body and sanding equipment on September 22, 2015 at 11:00 am. The RFB also requested pricing on an optional extended warranty; and

WHEREAS: Three vendors replied with one being a No Bid. Evaluations were conducted by city personnel and the offer best meeting specifications of the RFB and thereby deemed most advantageous to the city was submitted by Freightliner of NH Inc of Londonderry NH in the total amount of \$197,662.00; and

WHEREAS: It is the recommendation to award to Freightliner of NH Inc as listed above.

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 Freightliner of NH Inc for a 10 wheel dump truck with equipment outlined and at rates provided in conjunction with Bid B16007. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
4016.1.300.43121.4743.03110.16	Public Works Heavy Equipment	200,000.00	200,000.00

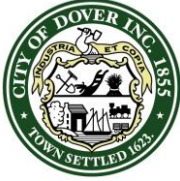
AUTHORIZATION

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 – 2015.10.14 – 130**

Resolution Re: B16007 Ten Wheel Dump Truck with Equipment

DOCUMENT HISTORY:

First Reading Date:

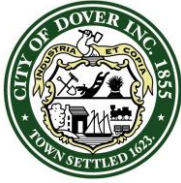
Public Hearing Date:

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 – 2015.10.14 – 130**

Resolution Re: B16007 Ten Wheel Dump Truck with Equipment

RESOLUTION BACKGROUND MATERIAL:

Sealed bids were request to provide and deliver a new ten wheel dump truck with plow, wing, dump body and sanding equipment.

114SD Conventional Chassis	\$115,654
Extended Coverage Warranty	\$ 7,839
<u>Plow, Wing, Dump & Sanding</u>	<u>\$ 74,169</u>
Total Cost	\$197,662

Bid Information:

A Sealed Request for Bid B16007 was issued and received for the purchase of a ten wheel dump truck with equipment on September 22, 2015 at 11:00

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

A contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	194	Number of Responses:	2 and 1 NB
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until delivered	Estimated Delivery:	60-90 days
Recommended Award to:	Freightliner of NH Inc	Fund:	CIP
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

Exhibit A – B16007 Bid Results
Exhibit B –B16007 Cost Documents

B16007 10 wheel and equip	Freightliner Of NH	Liberty International/HP Fairfield	Milton Cat
manufacturer	Freightliner	Navistar	
model	114 5D	7600 SFA 6x4	
operating weight	66000	66000	
Eng HP	450HP	475HP/1700 lb torque	
Fuel Gals/hr	na	na	
origin	USA	USA	
warrantee period	see attached	see attached	
warrantee coverage terms	see attached	see attached	
Extended warranty cost and terms	\$ 7,839.00	\$ 7,480.00	
delivery in calendar days	60-90 to body Co	90-120 to body co	
Location for svcs & parts	Londonderry NH	Barrington	
Component life cycle data	na	na	
Base price Only cab & Chassis	\$ 115,654.00	\$ 121,300.00	No Bid
TOTAL sum base and ext warranty	\$ 123,493.00	\$ 128,780.00	
Equipment			
Front Hitch - Everest PT or Equal	Everest	Everest	
Polymer Hydraulic Reversible Plow	American	American	
12 Foot Wing	Everest	Everest	
Stainless Steel Tandem Axel Dump Body	Everest	Everest	
Telescopic Hoist Kit H1 Code	Everest	Everest	
Hydraulic System	commercial	commercial	
Lighting	buyers/trucklite/Whelan	buyers/trucklite/Whelan	
TOTAL COST FOR ALL COMPONENTS ABOVE	\$ 60,355.00	\$ 60,355.00	
Stainless Steel Sander	Swenson	Swenson	
TOTAL COST FOR SANDER COMPONENT	\$ 13,814.00	\$ 13,814.00	
TOTAL for all items	\$ 197,662.00	\$ 202,949.00	

Prepared for:
 Sam Crowley
 State of NH DOT-Dover
 288 Central Ave
 Dover, NH 03820
 Phone: 603-516-6467

Prepared by:
 Bryan Sansouci
 FREIGHTLINER OF NEW
 HAMPSHIRE, INC.
 ROUTE 102
 LONDONDERRY, NH 03053
 Phone: 603-421-9000

Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK DETROIT DD13 12.8L 450 HP @ 1800 RPM, 2080 GOV RPM, 1550 LB/FT @ 1100 RPM ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION RT-46-164P 46,000# R-SERIES TANDEM REAR AXLE HENDRICKSON HAULMAAX REAR SUSPENSION @ 46,000# MFS-20-133A 20,000# FL1 SINGLE FRONT AXLE 20,000# FLAT LEAF FRONT SUSPENSION	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 5075MM (200 INCH) WHEELBASE 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1575MM (62 INCH) REAR FRAME OVERHANG PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
---	--

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	115,654 \$	115,654
EXTENDED WARRANTY	\$	0 \$	0
DEALER INSTALLED OPTIONS	\$	0 \$	0
CUSTOMER PRICE BEFORE TAX	\$	115,654 \$	115,654

TAXES AND FEES

TAXES AND FEES	\$	0 \$	0
OTHER CHARGES	\$	0 \$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0) \$	(0)
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BALANCE DUE	(LOCAL CURRENCY) \$	115,654 \$	115,654
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COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



Freightliner of New Hampshire, Inc.

23 Meadow Dr. • PO Box 1440
Londonderry, NH 03053
Phone (603) 421-9000
Fax (603) 432-4701



165 Heater Road
Lebanon, NH 03766
Phone (603) 443-9955
Fax (603) 443-9966

Recommended Extended Coverages

1 Year Towing/Roadside Assistance (\$550.00 cap.)	\$ 200.00
5 Year Unlimited mileage	\$ 848.00
5 Year 200,000 mile Cooling Coverage	\$ 630.00
5 Year 200,000 mile Starter/Alternator Coverage	\$ 551.00
7 year 250,000 mile Engine Coverage (see attached)	\$5,610.00
Total Cost of Recommended Extended Coverages	<u>\$7,839.00</u>

H. P. FAIRFIELD, LLC

BID # 139261



"MUNICIPAL SPECIALISTS"

PHONE: 603-848-2363 FAX: 603-335-2926

<http://www.hpfairfield.com>

FROM:

Bob Hackett

94 Sheep Davis Rd

Pembroke, NH 03275

QUOTED TO: City Of Dover

288 Central Avenue

204150

Dover

, NH 03820

ATTN: Purchasing

DATE: September 22, 2015

CUSTOMER PHONE: 603-743-6068

CUSTOMER FAX: 603-743-6086

COMMENTS: PLOW, DUMP, AND SANDING EQUIPMENT Bid # B16007

QTY	DESCRIPTION	PRICE	EXT. PRICE
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1	** EVEREST 14' 304 STAINLESS STEEL MR CROSSMEMBERLESS BODY WITH HARDOX 450 FLOOR, 48" SIDES AND 60" TAILGATE, DA HOIST, CAB SHIELD, AIR GATE, AR SIDES AND TAILGATE WITH 3 COAL DOORS, FOLDING LADDER, PINTLE PLATE, DONOVAN BULLETT FULL AUTO LOAD COVER SYSTEM. ** EVEREST PT POWER TILT FRONT HITCH COMPLETE ** AMERICAN 4512 P1SA 12' POLY REVERSIBLE PLOW ** EVEREST W144 12' RIGHT HAND WING ** EVEREST ACPF LOW MOUNT PATROL WING SYSTEM ** SWENSON EV200 13' STAINLESS STEEL SANDER	\$74,169.00	\$74,169.00
---	--	-------------	-------------

** HPF CUSTOM LED STROBE LIGHT KIT TO INCLUDE: HALOGEN PLOW LIGHTS, 4 OVAL STROBES IN THE CABSHIELD, OVAL STROBES, STOP/TURNS, AND BACK-UPS IN THE REAR CORNER POSTS, WHELEN RESPONDER SERIES MINI BAR ROOF MOUNTED.

** HPF CUSTOM COMMERCIAL CENTRAL HYDRAULIC SYSTEM TO INCLUDE: TANDEM FRONT MOUNTED PUMP-CONSTANT RUNNING WITH DRY VALVE, FRAME MOUNTED TANK WITH SIGHT GLASS, FILTER AND SHUT-OFF, COMMERCIAL VALVES AND QUADCO IN-CAB CONTROLS, 2FFL12 DUAL DIAL SANDER CONTROLS PLUMBED TO THE REAR WITH QUICK CONNECTORS. SYSTEM TO OPERATE THE FOLLOWING: PLOW UP/DOWN, PLOW RIGHT/LEFT, FRONT WING, REAR WING, DUMP BODY AND SANDER.

** ABOVE PACKAGE MEETS AND EXCEEDS ALL SPECS PROVIDED BY THE CITY OF DOVER.**

** ABOVE PACKAGE INSTALLED TESTED AND DELIVERED **

** CHASSIS WILL HAVE A CT = 110", AUX SWITCHES IN THE CAB, FRONT FRAME EXTENTIONS, AND A CLEAR FRAME FROM THE CAB BACK.**

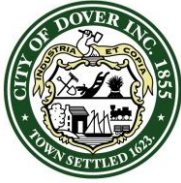
SIGNED Bob Hackett

ACKNOWLEDGED

QUOTE TOTAL

\$74,169.00

Serving New England for over 60 Years



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2015.10.14 – 131**

Resolution Re: John Deere Compact Utility Tractors

WHEREAS: The Commonwealth of Massachusetts solicited bids and has entered into an agreement MA FAC88 with John Deere Company for Lawns and Grounds Equipment. One of the categories awarded to them was for compact utility tractors and accessories. The City of Dover reached out to the local distributor in Dover, North Country Tractor, for pricing of two tractors with snow blowers and loaders. They have offered two units based off the same fee schedule as in the Commonwealth of MA agreement; and

WHEREAS: Per Administrative Code Chapter 3 Article III 3-37B Exemptions to Competitive Bidding: Purchases made through the State of NH, other governmental agencies, and cooperative buying groups; and

WHEREAS: The City Finance Department wishes to piggyback off the Commonwealth of MA agreement already in place with John Deere and use the local distributor North Country Tractor in the total amount of \$58,309.00

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

The Purchasing Agent is hereby authorized to issue a Purchase Order North Country Tractor of Dover for tractors, loaders and blowers at rates provided in offers dated 9/21/15 & 10/5/15 not to exceed \$58,309. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1009.1.300.43180.4741.00000	F&G Machinery & Equipment	10,746	10,746
1000.1.300.43180.4741.00000	F&G Machinery & Equipment	12,500	12,500
1000.1.300.41951.4741.00000	Cemetery Machinery & equipment	16,000	16,000
3381.1.350.41941.4741.00000	McConnell Machinery & equipment	21,000	21,000

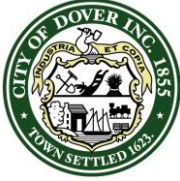
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

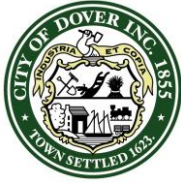
Resolution Number: **R – 2015.10.14 – 131**
Resolution Re: John Deere Compact Utility Tractors

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.6.

Resolution Number: **R – 2015.10.14 – 131**

Resolution Re: John Deere Compact Utility Tractors

RESOLUTION BACKGROUND MATERIAL:

JD 1023 E Sub Compact Utility Tractor for REC	\$12,275	JD 3033R Compact Utility Tractor	\$34,611
JD H120 Loader	\$3,848	JD H165 Loader	\$6,290
JD Quick Hitch Snow Blower	\$4,510	JD 2 stage Snow Blower	\$6,607
Heated Curtis Cab	\$4,545		
Government Discount	-\$4,379	Government Discount	-\$9,998
Total Cost	\$20,799	Total Cost	\$37,510

The JD tractor currently in inventory for the Facility and Grounds Division has reached its life capacity and failed to operator much of the summer. The division has other attachments in their inventory that will fit on this JD3033 model and is the reason for seeking a John Deere replacement.

Bid Information:

Commonwealth of Massachusetts COMMBUYS bid # BD-14-1080-OSD01. The Purchasing Agent may, with approval by the City Manager, waive the bidding procedure when purchasing can be accomplished through the State of NH, or at State bid prices, other governmental agencies or cooperative buying group.

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Delivered	Estimated Delivery:	As needed
Recommended Award to:	North Country Tractor	Fund:	Various
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

Exhibit A – Proposals from North Country Tractor

Quote Summary

Prepared For:

City Of Dover
NH

Prepared By:

Malcolm Mcphail
North Country Tractor, Inc.
10 Littleworth Road
Dover, NH 03820
Phone: 603-742-5488
macm@northcountrytractor.com

Quote Id: 12041546
Created On: 01 September 2015
Last Modified On: 21 September 2015
Expiration Date: 01 October 2015

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp)	\$ 34,611.00 X	1 =	\$ 34,611.00
JOHN DEERE H165 Loader	\$ 6,290.00 X	1 =	\$ 6,290.00
JOHN DEERE 59 In. Two-Stage Snow Blower	\$ 6,607.00 X	1 =	\$ 6,607.00
John Deere Governmental with Dealer Discount	\$ -9,998.00 X	1 =	\$ (9,998.00)
Equipment Total			\$ 37,510.00

Quote Summary

Equipment Total	\$ 37,510.00
SubTotal	\$ 37,510.00
Total	\$ 37,510.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 37,510.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 12041546

JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp)				
Hours:				
Stock Number:				
				Selling Price
				\$ 34,611.00
Code	Description	Qty	Unit	Extended
1360LV	3033R Compact Utility Tractor (24 PTO hp)	1	\$ 23,237.00	\$ 23,237.00
Standard Options - Per Unit				
0409	English North American Operator's Manual and Decal Kit	1	\$ 0.00	\$ 0.00
1520	eHydro	1	\$ 1,313.00	\$ 1,313.00
2050	Cab with Standard Seat	1	\$ 8,207.00	\$ 8,207.00
3320	Dual Mid Selective Control Valve	1	\$ 0.00	\$ 0.00
3400	Less Mid PTO	1	\$ 0.00	\$ 0.00
5220	15-19.5 (6PR, R4 Industrial, 2 Position)	1	\$ -92.00	\$ -92.00
6220	25x8.50-14 (6PR, R4 Industrial, 2 Position)	1	\$ 55.00	\$ 55.00
Standard Options Total				\$ 9,483.00
Dealer Attachments				
LVB24846	Mid PTO Control Kit (Cab Only)	1	\$ 158.40	\$ 158.40
LVB25537	Mid PTO Kit	1	\$ 722.70	\$ 722.70
Dealer Attachments Total				\$ 881.10
Other Charges				
	Setup	1	\$ 140.00	\$ 140.00
	Setup & Freight	1	\$ 660.00	\$ 660.00
Other Charges Total				\$ 800.00
Customer Discounts				
Customer Discounts Total			\$ 209.90	\$ 209.90
Total Selling Price				\$ 34,611.00

JOHN DEERE H165 Loader				
Hours:				
Stock Number:				
				Selling Price
				\$ 6,290.00
Code	Description	Qty	Unit	Extended
1450P	H165 Loader	1	\$ 5,279.00	\$ 5,279.00
Standard Options - Per Unit				



Selling Equipment

Quote Id: 12041546

0202	United States	1	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	\$ 0.00
1310	Mounting Frame and Hoses	1	\$ 0.00	\$ 0.00
5240	Hood Guard (3033R, 3039R, 3046R)	1	\$ 0.00	\$ 0.00
6000	Ballast Box	1	\$ 232.00	\$ 232.00
8125	61 In. (1550 mm) Heavy Duty Bucket with Holes for Cutting Edge	1	\$ 157.00	\$ 157.00
Standard Options Total				\$ 389.00
Dealer Attachments				
BW14762	61 In. (1550 mm) Replaceable Bucket Cutting Edge with Hardware	1	\$ 159.50	\$ 159.50
Dealer Attachments Total				\$ 159.50
Other Charges				
	Setup & Freight	1	\$ 267.50	\$ 267.50
Other Charges Total				\$ 267.50
Customer Discounts				
Customer Discounts Total			\$ 195.00	\$ 195.00
Total Selling Price			\$ 6,290.00	

JOHN DEERE 59 In. Two-Stage Snow Blower

Hours:

Stock Number:

				Selling Price
				\$ 6,607.00
Code	Description	Qty	Unit	Extended
2758M	59 In. Two-Stage Snow Blower	1	\$ 4,131.00	\$ 4,131.00
Standard Options - Per Unit				
1005	Snow Blower Mounting Kit and Driveshaft (3033R-3046R, 3120-3720)	1	\$ 313.00	\$ 313.00
2006	Front Three-Point Hitch with A-Frame Quick Attach System (3033R-3046R)	1	\$ 1,249.00	\$ 1,249.00
3005	2000 RPM Front PTO (2032R, 3033R-3046R, 3120-3720)	1	\$ 254.00	\$ 254.00
Standard Options Total				\$ 1,816.00
Other Charges				
	Setup & Freight	1	\$ 492.50	\$ 492.50
Other Charges Total				\$ 492.50
Customer Discounts				
Customer Discounts Total			\$ 167.50	\$ 167.50
Total Selling Price			\$ 6,607.00	



JOHN DEERE

Selling Equipment

Quote Id: 12041546

John Deere Governmental with Dealer Discount				
Hours: 0				
Stock Number:				
				Selling Price
				\$ -9,998.00
Code	Description	Qty	Unit	Extended
governmental	discount	1	\$ 0.00	\$ 0.00
Suggested Price				\$ 0.00
Customer Discounts				
Customer Discounts Total			\$ -9,998.00	\$ -9,998.00
Total Selling Price				\$ -9,998.00

Quote Summary

Prepared For:

City Of Dover
NH

Prepared By:

Malcolm Mcphail
North Country Tractor, Inc.
10 Littleworth Road
Dover, NH 03820
Phone: 603-742-5488
macm@northcountrytractor.com

Quote Id: 12059794
Created On: 04 September 2015
Last Modified On: 05 October 2015
Expiration Date: 30 September 2015

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1023E Sub-Compact Utility Tractor (15 PTO hp)	\$ 12,275.00 X	1 =	\$ 12,275.00
JOHN DEERE H120 Loader	\$ 3,848.00 X	1 =	\$ 3,848.00
JOHN DEERE 54 In. Quick-Hitch Two-Stage Snow Blower (X400/X500 HDGT's, X700's, 1023E, 1025R, 1026R, 2305, 2025R, 2032R, 2320-2720 Tractors)	\$ 4,510.00 X	1 =	\$ 4,510.00
Curtis Cab with heat 1JD1023SS	\$ 4,545.00 X	1 =	\$ 4,545.00
John Deere Governmental Discount ULNB0679 combined Dealer Discount	\$ -4,379.00 X	1 =	\$ (4,379.00)
Equipment Total			\$ 20,799.00

Quote Summary

Equipment Total	\$ 20,799.00
SubTotal	\$ 20,799.00
Total	\$ 20,799.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 20,799.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 12059794

JOHN DEERE 1023E Sub-Compact Utility Tractor (15 PTO hp)

Hours:

Stock Number:

				Selling Price
				\$ 12,275.00
Code	Description	Qty	Unit	Extended
0254LV	1023E Sub-Compact Utility Tractor (15 PTO hp)	1	\$ 11,748.00	\$ 11,748.00
Standard Options - Per Unit				
0409	English North American Operator's Manual and Decal Kit	1	\$ 0.00	\$ 0.00
5204	26x12-12 (4PR, R4 Industrial, 1 Position)	1	\$ 0.00	\$ 0.00
6204	18x8.50-10 (4PR, R4 Industrial, 1 Position)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Setup & Freight	1	\$ 526.25	\$ 526.25
Other Charges Total				\$ 526.25
Customer Discounts				
Customer Discounts Total			\$ 0.75	\$ 0.75
Total Selling Price				\$ 12,275.00

JOHN DEERE H120 Loader

Hours:

Stock Number:

				Selling Price
				\$ 3,848.00
Code	Description	Qty	Unit	Extended
1762P	H120 Loader	1	\$ 3,334.00	\$ 3,334.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	\$ 0.00
6000	Ballast Box	1	\$ 232.00	\$ 232.00
7020	John Deere CUT Carrier	1	\$ 0.00	\$ 0.00
8115	53 In. (1350 mm) Quick Change Materials Buckets	1	\$ 52.00	\$ 52.00
Standard Options Total				\$ 284.00
Other Charges				
	Setup & Freight	1	\$ 230.00	\$ 230.00



Selling Equipment

Quote Id: 12059794

Other Charges Total	\$ 230.00
Suggested Price	\$ 3,848.00
Customer Discounts	
Customer Discounts Total	\$ 0.00
Total Selling Price	\$ 3,848.00

JOHN DEERE 54 In. Quick-Hitch Two-Stage Snow Blower (X400/X500 HDGT's, X700's, 1023E, 1025R, 1026R, 2305, 2025R, 2032R, 2320-2720 Tractors)

Hours:

Stock Number:

				Selling Price
				\$ 4,510.00
Code	Description	Qty	Unit	Extended
02C1M	54 In. Quick-Hitch Two-Stage Snow Blower (X400/X500 HDGT's, X700's, 1023E, 1025R, 1026R, 2305, 2025R, 2032R, 2320-2720 Tractors)	1	\$ 2,550.00	\$ 2,550.00
Standard Options - Per Unit				
2008	Front Quick-Hitch and Hydraulic Lift (1023E, 1025R, 1026R)	1	\$ 716.00	\$ 716.00
3012	2000 RPM Front PTO (1023E, 1025R, 1026R)	1	\$ 329.00	\$ 329.00
4006	Implement Drive and Upstop (1023E, 1025R, 1026R, 2210, 2305)	1	\$ 421.00	\$ 421.00
Standard Options Total				\$ 1,466.00
Dealer Attachments				
BLV10160	Front Attaching Support Kit (1023E, 1025R, 1026R)	1	\$ 89.89	\$ 89.89
LVB26213	Remote Spout Cap Control Kit	1	\$ 203.30	\$ 203.30
Dealer Attachments Total				\$ 293.19
Other Charges				
	Setup & Freight	1	\$ 230.00	\$ 230.00
Other Charges Total				\$ 230.00
Suggested Price				\$ 4,539.19
Customer Discounts				
Customer Discounts Total				\$ -29.19
Total Selling Price				\$ 4,510.00

**JOHN DEERE**

Selling Equipment

Quote Id: 12059794

Curtis Cab with heat 1JD1023SS

Hours: 0

Stock Number:

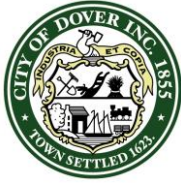
				Selling Price
				\$ 4,545.00
Code	Description	Qty	Unit	Extended
1JD1023SS	Curtis Cab with heat	1	\$ 3,745.00	\$ 3,745.00
Other Charges				
	Setup & Freight	1	\$ 800.00	\$ 800.00
	Other Charges Total			\$ 800.00
	Suggested Price			\$ 4,545.00
Customer Discounts				
	Customer Discounts Total		\$ 0.00	\$ 0.00
Total Selling Price				\$ 4,545.00

John Deere Governmental Discount ULNB0679 combined Dealer Discount

Hours: 0

Stock Number:

				Selling Price
				\$ -4,379.00
Code	Description	Qty	Unit	Extended
ULNB0679	governmental & dealer discount	1	\$ 0.00	\$ 0.00
	Suggested Price			\$ 0.00
Customer Discounts				
	Customer Discounts Total		\$ -4,379.00	\$ -4,379.00
Total Selling Price				\$ -4,379.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2015.10.14 – 132**

Resolution Re: Setting Voting Hours for the November 3, 2015 Municipal Election

WHEREAS: In accordance with State law, the City Council must set voting hours in the City of Dover; and

WHEREAS: The Municipal Election will be held on November 3, 2015.

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

The voting hours at all Wards in the City of Dover shall be from 8:00 a.m. to 7:00 p.m. for the Municipal Election on November 3, 2015.

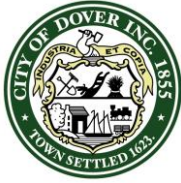
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2015.10.14 – 132**

Resolution Re: Setting Voting Hours for the November 3, 2015 Municipal Election

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

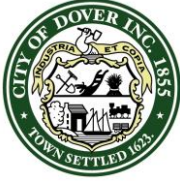
Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor 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.		

RESOLUTION BACKGROUND MATERIAL:

The Moderators and Supervisors of the Checklist have been contacted in regards to these hours and are in agreement. The City Clerk also concurs with these hours. Rules regarding absentee voting will allow people who work during these hours to vote via absentee ballot.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2015.10.14 – 133**

Resolution Re: **Donation of 78.17 Acres off Sixth Street**

- WHEREAS: John A. Valyo, wishes to donate a 78.17 acre parcel of land off Sixth Street to the City; and
- WHEREAS: The 78.17 acres of land is protected by a perpetual Warranty Easement Deed in favor of the United States of America dated May 12, 2015 and recorded at the Strafford County Registry of Deeds at Book 4292, Page 224 that was put in place by the Natural Resources Conservation Service; and
- WHEREAS: In addition to its conservation values the property has been identified as a potential future well site for City drinking water, which is a use permitted under the Easement; and
- WHEREAS: John A. Valyo is conveying all his rights, title and interest in the 78.17 acres to the City by Warranty Deed; and
- WHEREAS: John A. Valyo requests that the land be named Valyo Woods and that he be allowed to install a small granite monument near the bridge on Sixth Street stating that the land was donated by Mr. Valyo; and
- WHEREAS: Given the generosity of the donation and its potential as a source of drinking water, the City would like to reimburse Mr. Valyo any current use penalty fee due to the transfer, not to exceed \$1,000.00, as well as any outstanding property tax liability at the time of transfer not to exceed \$100.00.

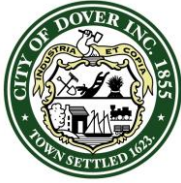
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The Mayor and City Council accepts the generous donation of this land.

The property shall be known as “Valyo Woods” and Mr. Valyo may install a small granite monument near the bridge on Sixth Street stating that the land was donated by Mr. Valyo.

The City Manager is authorized to sign any necessary paperwork to accomplish this transfer and record necessary documents with the Registry of Deeds.

The City shall reimburse Mr. Valyo any current use penalty fee resulting from this transfer to the City, not to exceed \$1,000.00, as well as any outstanding property tax liability at the time of transfer not to exceed \$100.00.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2015.10.14 – 133**
Resolution Re: **Donation of 78.17 Acres off Sixth Street**

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

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 Warranty Easement Deed in Perpetuity dated May 12, 2015 recorded at the Strafford County Registry of Deeds at Book 4292, Page 224.

See also draft Warranty Deed from John A. Valyo to the City of Dover.

See letter dated August 2, 2015 from John Valyo to the City.

See Easement Survey Plan.

STATE OF NEW HAMPSHIRE		
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX
***** Thousand 4 Hundred 14 Dollars		
DATE 05/12/2015	ST833095	AMOUNT \$ *****414.00
VOID IF ALTERED		

WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM EASEMENT # 6614281301D32

John A. Valyo, Married of 20 Gladiola Way, Dover, 03820 NH, County of Stratham, State of NH **GRANTOR** and the United States of America, by and through the Commodity Credit Corporation, of 2 Madbury Road, Durham, County of Strafford, State of New Hampshire, **GRANTEE**.

Contents of the Warranty Easement Deed continued on next page.

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U.S. Department of Agriculture
 NRCS-LTP-30
 Natural Resources Conservation Service
 01/2010
 12/2009

WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM
 EASEMENT NO. 6614281301D32

THIS WARRANTY EASEMENT DEED is made by and between John A. Valyo, of 20 Gladiola Way, Dover, NH 03820 (hereafter referred to as the "Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program. The Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

NOW THEREFORE, for and in consideration of the sum of fifty five thousand one hundred thirty nine and XX/100 Dollars (\$55,139.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (the Grantee), in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.

C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 12th day of May, 2015.

Landowner(s):

John A. Valyo
John A. Valyo

ACKNOWLEDGMENT

Michele S. Peckham
NOTARY PUBLIC
State of New Hampshire
My Commission Expires October 26, 2016

STATE OF

New Hampshire

COUNTY OF

Strafford

On this 12th day of May, 2015, before me, the undersigned, a Notary Public in and for said State personally appeared John A. Valyo, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Michele S. Peckham

Notary Public for the State of

New Hampshire

Residing at

N. Hampton, NH

My Commission Expires

10-26-2016

ACCEPTANCE BY GRANTEE:

I Deborah S. Weymouth, Assistant State Conservationist for Programs, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 7th day of May, 2015.

Deborah S. Weymouth

By: The United States of America
Deborah S. Weymouth
Assistant State Conservationist for Programs
Natural Resources Conservation Service
United States Department of Agriculture

ACKNOWLEDGEMENT

STATE OF New Hampshire
COUNTY OF Strafford

On this 7th day of May, 2015, before me, the undersigned, a Notary Public in and of r said State personally appeared Deborah S. Weymouth, known or proved to me to be the person(s) described in and who executed the forgoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTAMONY WHEREOF, I have hereunto set my hand and official seal, the day and year first written above written.

Michelle L Browne

Notary Public for the State of NH

Residing at Portsmouth, NH 03801

My Commission Expires 3.12.2019



EXHIBIT A

**Legal Description of
Natural Resources Conservation Service
Wetlands Reserve Program Easement
Agreement #6614281301D32
Owner: John Valyo
#20 Gladiola Way
Dover, New Hampshire**

Commencing at an iron pipe on the easterly side of Sixth Street in Dover, New Hampshire, being the most southwesterly point of the parcel here-in conveyed, said point being the POINT OF BEGINNING;

thence N 37°38'21" W, a distance of 84.99' following a stone wall running along the easterly edge of Sixth Street to a drill hole set;

thence N 32°15'41" W, a distance of 353.93' along the easterly edge of Sixth Street to a stump with wire found;

thence N 52°00'50" W, a distance of 250.17' along the easterly edge of Sixth Street to a nail found in the base of a Bull Pine tree at land now or formerly owned by Edith Holley;

thence N 53°46'57" E, a distance of 2326.96' along land of Holley to a drill hole set at the end of a stone wall at the southeasterly corner of land of Holley;

thence N 23°56'51" W, a distance of 125.04' following barbed wire fence remains along land of Holley to a drill hole set at the beginning of a stone wall;

thence N 21°01'47" W, a distance of 105.74' following the stone wall along land of Holley to a point at a stone wall intersection;

thence N 18°10'05" W, a distance of 234.80' following the stone wall along land of Holley to a drill hole set at the end of the stone wall;

thence N 22°13'04" W, a distance of 565.99' following barbed wire fence remains along land of Holley to a Rebar with ID cap set at the beginning of a stone wall;

thence N 17°00'08" W, a distance of 162.46' following a stone wall along land of Holley to a drill hole found in a stone wall corner at land now or formally owned by the State of New Hampshire;

thence N 73°23'41" E, a distance of 127.71' following a stone wall along land the State of NH to a point in the stone wall;

thence N 69°34'51" E, a distance of 123.33' following the stone wall along land of the State of NH to a Rebar with ID cap set at the end of a stone wall at the westerly edge of the Right of Way for the Spaulding Turnpike;

thence S 45°08'53" E, a distance of 1498.05' along the westerly edge of the Right of Way of the Spaulding Turnpike to a Rebar with ID cap set at other lands owned by the State of NH;

thence S 15°29'36" E, a distance of 462.50' following a barbed wire fence remains along lands of the State of NH to a Rebar with ID cap set at lands owned now or formerly Robert Jr. and Sally McCroy;

thence S 66°39'14" W, a distance of 125.30' along lands of McCroy to a Rebar with ID cap set;

thence S 27°00'50" W, a distance of 813.51' along lands of McCroy to a drill hole set at the beginning of a stone wall;

thence S 29°34'03" W, a distance of 50.00' following a stone wall along lands of McCroy to a point at lands owned now or formerly by Nancy Craig;
 thence S 29°34'03" W, a distance of 326.77' following a stone wall along lands of Craig to a point;
 thence S 29°35'14" W, a distance of 195.69' following a stone wall along lands of Craig and lands now or formerly owned by Peter LeBlanc to a point at the end of the stone wall;
 thence S 29°08'20" W, a distance of 31.34' along lands of LeBlanc to a point at the beginning of the stone wall;
 thence S 29°09'19" W, a distance of 200.33' following a stone wall along lands of LeBlanc to a point;
 thence S 29°18'17" W, a distance of 134.29' following a stone wall along lands of LeBlanc to a point;
 thence S 30°02'43" W, a distance of 57.78' following a stone wall along lands of LeBlanc to a rebar with ID cap found in the stone wall;
 thence S 30°02'43" W, a distance of 69.40' following a stone wall to a stone wall intersection;
 thence N 62°20'54" W, a distance of 100.00' following a stone wall to a drill hole set at lands considered to be open space;
 thence N 29°45'06" E, a distance of 202.85' along the open space land to a Rebar with ID cap set of other land owned by the grantor not included in this conservation easement;
 thence N 04°37'05" W, a distance of 122.81' along lands of grantor not included in the conservation easement to a Rebar with ID cap set;
 thence N 28°02'27" W, a distance of 356.62' along lands of grantor not included in the conservation easement to a Rebar with ID cap set;
 thence S 76°25'54" W, a distance of 366.63' along lands of grantor not included in the conservation easement to a Rebar with ID cap set at lands considered to be open space;
 thence N 56°40'05" W, a distance of 287.88' along the open space land to a Rebar with ID cap set;
 thence S 46°55'46" W, a distance of 641.99' along the open space land to an iron pipe found at land owned now or formerly by Christopher Morin;
 thence S 47°51'56" W, a distance of 268.00' along land of Morin to an iron pipe found on the easterly side of Sixth Street being the
 POINT OF BEGINNING;

said described tract containing 78.17 Acres, more or less.

The route of ingress and egress to the proposed conservation easement is from Sixth Street.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that John A. Valyo, a married person, of 20 Gladiola Way, Dover, County of Strafford and State of New Hampshire 03820 (Grantor) for consideration paid grants to the City of Dover, New Hampshire, 288 Central Avenue, Dover, New Hampshire 03820,

with Warranty Covenants the following described premises:

Commencing at an iron pipe on the easterly side of Sixth Street in Dover, New Hampshire, being the most southwesterly point of the parcel herein conveyed, said point being the POINT OF BEGINNING;

thence N 37° 38' 21" W, a distance of 84.99' following a stone wall running along the easterly edge of Sixth Street to a drill hole set;

thence N 32° 15' 41" W, a distance of 353.93' along the easterly edge of Sixth Street to a stump with wire found;

thence N 52° 00' 50" W, a distance of 250.17' along the easterly edge of Sixth Street to a nail found in the base of a Bull Pine tree at land now or formerly owned by Edith Holley;

thence N 53° 46' 57" E, a distance of 2,326.96' along land of Holley to a drill hole set at the end of a stone wall at the southeasterly corner of land of Holley;

thence N 23° 56' 51" W, a distance of 125.04' following barbed wire fence remains along land of Holley to a drill hole set at the beginning of a stone wall;

thence N 21° 01' 47" W, a distance of 105.74' following the stone wall along land of Holley to a point at the stone wall intersection;

thence N 18° 10' 05" W, a distance of 234.80' following the stone wall along land of Holley to a drill hole set at the end of the stone wall;

thence N 22° 13' 04" W, a distance of 565.99' following barbed wire fence remains along land of Holley to a Rebar with ID cap set at the beginning of a stone wall;

thence N 17° 00' 08" W, a distance of 162.46' following a stone wall along land of Holley to a drill hole found in a stone wall corner at land now or formerly owned by the State of New Hampshire;

thence N 73° 23' 41" E, a distance of 127.71' following a stone wall along land of the State of New Hampshire to a point in the stone wall;

thence N 69° 34' 51" E, a distance of 123.33' following the stone wall along land of the State of New Hampshire to a Rebar with ID cap set at the end of a stone wall at the westerly edge of the Right of Way for the Spaulding Turnpike;

thence S 45° 08' 53" E, a distance of 1,498.05' along the westerly edge of the Right of Way of the Spaulding Turnpike to a Rebar with ID cap set at other lands owned by the State of New Hampshire;

thence S 15° 29' 36" E, a distance of 462.50' following barbed wire fence remains along lands of the State of New Hampshire to a Rebar with ID cap set at lands owned now or formerly by Robert McCroy, Jr. and Sally McCroy;

thence S 66° 39' 14" W, a distance of 125.30' along lands of McCroy to a Rebar with ID cap set;

thence S 27° 00' 50" W, a distance of 813.51' along lands of McCroy to a drill hole set at the beginning of a stone wall;

thence S 29° 34' 03" W, a distance of 50.00' following a stone wall along lands of McCroy to a point at lands owned now or formerly by Nancy Craig;

thence S 29° 34' 03" W, a distance of 326.77' following a stone wall along lands of Craig to a point;

thence S 29° 35' 14" W, a distance of 195.69' following a stone wall along lands of Craig and lands now or formerly owned by Peter LeBlanc to a point at the end of the stone wall;

thence S 29° 08' 20" W, a distance of 31.34' along lands of LeBlanc to a point at the beginning of the stone wall;

thence S 29° 09' 19" W, a distance of 200.33' following a stone wall along lands of LeBlanc to a point;

thence S 29° 18' 17" W, a distance of 134.29' following a stone wall along lands of LeBlanc to a point;

thence S 30° 02' 43" W, a distance of 57.78' following a stone wall along lands of LeBlanc to a Rebar with ID cap found in the stone wall;

thence S 30° 02' 43" W, a distance of 69.40' following a stone wall to a stone wall intersection;

thence N 62° 20' 54" W, a distance of 100.00' following a stone wall to a drill hole set at lands considered to be open space;

thence N 29° 45' 06" E, a distance of 202.85' along the open space land to a Rebar with ID cap set of other land owned by John A. Valyo;

thence N 04° 37' 05" W, a distance of 122.81' along lands of Valyo to a Rebar with ID cap set;

thence N 28° 02' 27" W, a distance of 356.62' along lands of Valyo to a Rebar with ID cap set;

thence S 76° 25' 54" W, a distance of 366.63' along lands of Valyo to a Rebar with ID cap set at lands considered to be open space;

thence N 56° 40' 05" W, a distance of 287.88' along the open space land to a Rebar with ID cap set;

thence S 46° 55' 46" W, a distance of 641.99' along the open space land to an iron pipe found at land owned now or formerly by Christopher Morin;

thence S 47° 51' 56" W, a distance of 268.00' along land of Morin to an iron pipe found on the easterly side of Sixth Street being the POINT OF BEGINNING;

said described tract containing 78.17 acres, more or less.

Meaning and intending to convey a portion of the same premises conveyed by Warranty Deed of Gladiola Lane Development, LLC to John A. Valyo dated November 4, 2010 and recorded at the Strafford County Registry of Deeds at Book 3879, Page 0137.

The 78.17 portion of said premises being conveyed has also been conveyed by Warranty Easement Deed in Perpetuity/Wetlands Reserve Program Easement #6614281301D32 from John A. Valyo to the United States of America by and through the Commodity Credit Corporation dated May 12, 2015 and recorded at the Strafford County Registry of Deeds at Book 4292, page 0224. See Plan #109-059 recorded May 12, 2015.

This is not homestead property.

This is not a contractual conveyance and, therefore, is not subject to tax stamps.

Dated _____, 2015

John A. Valyo

THE STATE OF NEW HAMPSHIRE
Strafford, ss.

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State of New Hampshire, personally appeared John A. Valyo, known to me or proven to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My Commission Expires: _____

John Valyo
20 Gladiola Way
Dover NH 03820
603 512 0946
johnvalyo@me.com

Michael Joyal
City of Dover NH
288 Central Ave
Dover NH 03820

August 2, 2015

Dear Michael,

My name is John Valyo and I am a lifelong Dover resident. Currently I own 80 acres in Dover at 20 Gladiola Way. The land was approved by Dover ZBA and the planning board to be separated into two parcels and I would like to donate the land to the City of Dover. The parcel being donated is approximately 77.8 acres and has a Easement from the NRCS. It is believed the land has a natural spring on the property and could be use as a future water supply for the city of Dover sometime in the future. I am donating the land free to the City. The only thing I am asking for is for the land to be named Valyo Woods and that I can install a small granite monument somewhere near the bridge on Sixth street stating that the land was donated by me. I will pay for the monument, installation and future maintenance.

I was hoping that the city could help me establish a value for the land for tax purposes.

Best Regards,



John Valyo

Plan References:

1. Municipal Tax Maps.
2. Plan entitled, "Long Meadow Subdivision Plan, Tax Map A Lot 28, Sixth Street, Dover, New Hampshire", prepared by McCreary Survey Associates, Inc. and Jones & Beach Engineers, Inc., dated 04/25/2006, recorded in the Strafford County Registry of Deeds Plan #93-36.
3. Plan entitled, "Conservation Easement Plan prepared for The Edith Holley Revocable Trust, Edith Holley Trustee, located on Plover Road, Rochester, Sixth Street, Dover, County of Strafford, State of New Hampshire", prepared by McCreary Survey Associates, Inc., dated July 21, 2008, recorded in the Strafford County Registry of Deeds Plan #97-45 through #97-68.
4. Plan entitled, "Subdivision of the land of Guido Haggemeier, Dover, NH", prepared by Holden Engineering & Surveying, Inc. dated 5/1/1986, recorded in the Strafford County Registry of Deeds.
5. Plan entitled, "Minor Subdivision, George N. & Vivian Timewells, Lot No. 3, Dover, New Hampshire", prepared by Robert W. McCrone, dated August 1885, recorded in the Strafford County Registry of Deeds Plan #25-64.
6. Plan entitled, "Limited Subdivision, George N. & Vivian Timewells, Lot No. 3, Dover, New Hampshire", prepared by Robert W. McCrone, dated June 1879, recorded in the Strafford County Registry of Deeds Plan #178-63.
7. Plan entitled, "Limited Subdivision, George N. & Vivian Timewells, Lot No. 1, Dover, New Hampshire", prepared by Robert W. McCrone, dated June 1880, recorded in the Strafford County Registry of Deeds Plan #17C-122.

Plan Notes:

1. The intent of this plan is to show the limits of a conservation easement on the subject parcel which is identified as Tax Map A Lot 28-20 and has a physical location of #20 Gladie Way in Dover, NH.
2. Tax Map A Lot 28-20, Dover, NH
OWNER OF RECORD:
John A. Valyo
S.C.R.D. Book 3879 Page 137
subject to:
S.C.R.D. Book 3717 Page 298
S.C.R.D. Book 3774 Page 536
3. The total area of the parcel is 80.78 acres.
4. The area included in the NRCS Conservation Easement is 78.18 acres.
5. The area excluded from the NRCS Conservation Easement is 2.60 acres.
6. The horizontal datum is NH State Plane.
7. The locations of the Blackwater Brook and the Clark Brook shown on this plan were acquired from scaled location of these features shown on various plans listed in the Plan References of this plan and were not actually located as part of this survey and should be considered approximate in location.
8. The rules of ingress and egress to the proposed conservation easement is from Sixth Street.

Line Table		
LI	Bearing	Distance
L1	N 3° 38' 11" W	84.29
L2	N 22° 36' 51" W	125.04
L3	N 21° 01' 47" W	125.14
L4	N 18° 10' 00" W	234.80
L5	N 17° 00' 00" W	160.46
L6	N 73° 23' 41" E	127.71
L7	N 68° 34' 11" E	123.33
L8	S 68° 39' 14" W	120.30
L9	S 2° 24' 03" W	50.00
L10	S 29° 08' 20" W	31.34
L11	S 29° 18' 17" W	134.29
L12	S 30° 02' 43" W	57.78
L13	S 30° 02' 43" W	68.40
L14	N 62° 29' 54" W	100.00
L15	N 64° 37' 00" W	122.81
L16	N 50° 30' 52" W	33.68

Locust Plan
not to scale

P.O.B.
Iron pipe, found
N 269668.0000
E 1178411.5344

Blackwater Brook

Clark Brook

Blackwater Brook

Clark Brook

LEGEND

- ANGLE POINT
- REBAR
- DRILL HOLE
- IRON PIPE
- UTILITY POLE
- STONE BOUND
- STRAFFORD COUNTY REGISTRY OF DEEDS
- TREE OR STUMP
- BARBED WIRE
- STATE HIGHWAY FENCE
- ROCK WALL
- GUARD RAIL

THIS IS TO CERTIFY THAT THE SURVEY WAS DONE BY THE UNDERSIGNED, IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS FOR BOUNDARY SURVEYS AS SET FORTH BY THE STATE OF NEW HAMPSHIRE JOINT BOARD OF LICENSES. THE ACCURACY AND POSITION TOLERANCE ALSO ARE IN ACCORDANCE WITH RURAL SURVEYS.

I HEREBY CERTIFY THAT THIS PLAN IS THE RESULT OF AN ON THE GROUND FIELD SURVEY SUPERVISED BY MYSELF WHICH HAS A MAXIMUM ERROR OF CLOSURE OF 1 PART IN 10,000.

I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAY SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS OR STREETS ARE SHOWN. (RSA 676:18)

JASON B. POKOPEY NHLS #941 DATE 11/1/2013

Conservation Easement Survey

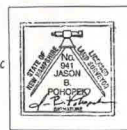
PREPARED FOR
Natural Resources Conservation Service
United States Department of Agriculture
Wetlands Reserve Program Conservation Easement
Contract #6614281301D32

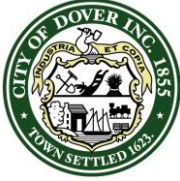
PROPERTY OWNER
John A. Valyo

LOCATED ON
Sixth Street
City of Dover, County of Strafford
State of New Hampshire

DATE: DECEMBER 12, 2013 SCALE: 1" = 150'

PREPARED BY
JASON POKOPEY
DESIGN & CONSTRUCTION, LLC
PO Box 601
Barrington, NH 03825
603 842 2467





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2015.10.14 – 134**
Resolution Re: Bond Counsel Services

WHEREAS: The City of Concord entered into an agreement with Devine, Millimet and Branch PA in 2012 for bond counsel services. The City of Dover reached out to Devine Millimet and Branch PA for bond counsel services and they are willing to offer the same fee schedule as in the City of Concord agreement. The City performed an analysis with rates offered compared to current rates with existing bond counsel and the savings are significant and are outlined in the background section of this resolution; and

WHEREAS: Per Administrative Code Chapter 3 Article III 3-37B Exemptions to Competitive Bidding: Purchases made through the State of NH, other governmental agencies, and cooperative buying groups: The Purchasing Agent may, with approval by the City Manager, waive the bidding procedure when purchasing can be accomplished through the State of NH, or at State bid prices, other governmental agencies or cooperative buying groups; and

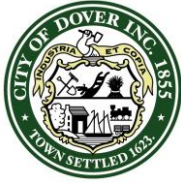
WHEREAS: Bond Counsel services are a highly specialized nature of work and the importance of the City working with an expert in the field of bond counsel is critical to ensuring City bond issues meet tax exempt status. The City wishes to piggyback on the agreement already in place with the City of Concord. The City of Dover will enter into its own agreement with Devine Millimet and Branch PA at the same fee schedule as the City of Concord. Devine, Millimet and Branch PA provides bond counsel services to eight of the 11 Cities in NH, all 10 counties in NH and the majority of municipalities issuing debt through the NH Municipal Bond Bank.

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 Devine Millimet and Branch PA for bond counsel services at rates provided in offer dated 9/21/15. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing			
Account	Description	Appropriation	Balance
1000.1.190.41991.4334.00000	Misc Gen Gov Legal Svs	35,000	35,000



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2015.10.14 – 134**
Resolution Re: Bond Counsel Services

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

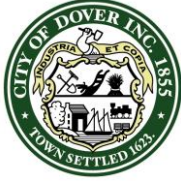
Recorded by: Karen Lavertu
City Clerk

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.A.9.

Resolution Number: **R – 2015.10.14 – 134**
Resolution Re: **Bond Counsel Services**

RESOLUTION BACKGROUND MATERIAL:

May 2014 \$36,000,000 bond comparison

bond amt	Devine Millimet & Branch PA fee	cost	
5,000,000	1,000	5,000	cost for 1st \$5M
5,000,000	800	4,000	cost for next \$5M
26,000,000	500	13,000	cost for each 1M in excess of 10M
36,000,000		22,000	total cost for 36M bond
bond amt	Lock Lord LLP Fee	cost	
10,000,000		27,500	flat fee
10,000,000	1.30	13,000	Cost per 1000
16,000,000	0.55	8,800	Cost per 1000
36,000,000		49,300	total cost for 36M bond

Bid Information:

City of Concord Agreement has in place since 2012 for bond counsel services.

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

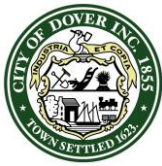
A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:		Estimated Delivery:	As needed
Recommended Award to:	Devine Millimet Attorneys at Law	Fund:	Various
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

Exhibit A – Letter from Devine Millimet & Branch PA

Exhibit B – Draft Contract Documents



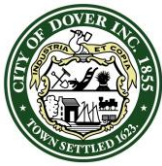
CITY OF DOVER

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

AGREEMENT

THE CITY OF DOVER, a municipal corporation with an address of 288 Central Avenue, Dover, New Hampshire 03820 and **DEVINE, MILLIMET & BRANCH, P.A.**, a law firm with an address of 111 Amherst Street, Manchester, New Hampshire 03101 (Devine, Millimet & Branch or Vendor), who for valuable consideration agree as follows (the “Agreement”):

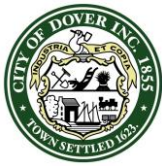
1. **Purpose.** This Agreement refers to Bond Counsel Services as detailed by a proposal from Devine, Millimet & Branch. Specifically, this Agreement is to advise and assist the City in developing and structuring procedures to issue registered tax-exempt bonds in accordance with applicable laws, customs and practices of municipal bond issues.
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (6 pages);
 - b. Letter to the City of Dover re “Bond Counsel Services” dated September 21, 2015 (6 pages)
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2 above. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement and 2) the September 21, 2015 letter. Without limiting the foregoing, the Vendor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the services described below:
 - Advise and assist the City in developing and structuring procedures to issue registered tax-exempt bonds in accordance with applicable laws, customs and practices of municipal bond issues.
 - Advise and assist the City in structuring financing programs including tax-exempt and taxable bond financings, credit enhanced financings, tax increment financing districts, other forms of debt or equity financings and any other creative financings.
 - Advise and assist the City in planning the financing and structuring of interim financing programs including bond anticipation notes, revenue or tax anticipation notes, lines of credit, letters of credit or other financings.
 - Draft or review bond documents, regulations, rules, proposed legislation, any necessary agreements between the City and other participants and other documents relating to the City’s financing programs.



CITY OF DOVER

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- Draft or review appropriate resolutions, ordinances, bond documents and other legal documents including the official statement, notice of sale and bid form accordance with city, state and federal laws and regulations.
 - Provide advice on and analysis of relevant federal, state and municipal law and any proposed legislation or regulations as they affect the field of municipal finance and the City's financing programs.
 - Assist in obtaining from governmental authorities such approvals, rulings, permissions and exemptions as bond counsel determines are necessary or appropriate with respect to each issue.
 - Prepare a requirements letter setting forth the documents required to evident the lawful issue of the bonds or notes.
 - Preliminary advice with respect to the legal feasibility of proposed financings and the permitted maturities and applicable procedures.
 - Draft or review legislation authorizing the issuance of bonds or notes.
 - Advice and assistance, including drafting, with respect to charter, ordinance, by-law or other amendments relating to the issue of bonds or notes.
 - Prepare requests for tax rulings where required and attendance at conferences with Internal Revenue Service representatives.
 - As requested, participate in public forums as the City's bond counsel to explain legal aspects of financings.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** All services to be performed under this Agreement shall become effective upon the signing of the Agreement and issuance of a purchase order by the City, and shall run for one (1) year with the City's option to renew for nine (9) additional one (1) year terms. The Vendor's rates, as set forth in paragraph 6, shall remain the same for the first five (5) years (first year, plus four renewal options). The Vendor reserves the right to amend the rate structure for the year six (6) through ten (10) renewal options, with advance written notice to the City.
6. **Cost and Payment.** The City of Dover shall pay the Vendor a fixed fee for services provided. The Agreement price shall be:
- \$1,000 per each million of bonds for the first \$5 million of bonds sold.
 - \$800 per each million of bonds for the next \$5 million of bonds sold.
 - \$500 per million of bonds in excess of \$10 million of bonds sold.
- The minimum guaranteed payment to Vendor for any bond issue will be \$5,000. Such fees are inclusive of all expenses, out of pocket or otherwise.



CITY OF DOVER

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Any services performed outside of the work described in the Agreement Documents shall be billed hourly at the rate of:

Attorney David Barnes (partner) - \$400.00 per hour maximum

Attorney Renelle L. L'Huillier (associate) at \$275.00 per hour maximum and other associate attorneys not to exceed \$275.00 maximum hourly rate

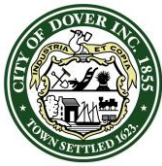
A proposal for hourly billing will be submitted to the City and require an authorized signature by the City before any work is commenced.

The City of Dover shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed and time billed.

7. **Insurance.**

- a. The Vendor shall secure and maintain for the duration of this Agreement a Professional Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

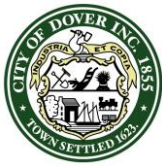
8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to indemnify and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death, or injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by the negligent acts, errors, or omissions of the Vendor or its officers, directors, employees, agents, or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.



CITY OF DOVER

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9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.
17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to



CITY OF DOVER

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perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

19. Assignment/Delegation/Subcontracts. The Vendor shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.

20. Contractor's Relation to the City of Dover. In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.

21. Confidentiality. Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.

22. Amendment. This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

23. Construction and Headings. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

24. Notice. Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
J. Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

To Devine, Millimet & Branch
Jon B. Sparkman, President
111 Amherst Street
Manchester, NH 03101

25. Severability. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

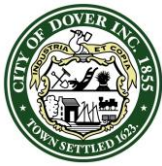
Signatures To Follow.

DEVINE, MILLIMET & BRANCH, P.A.

_____ Jon B. Sparkman, President Duly Authorized	_____ Date
--	---------------

CITY OF DOVER

_____ J. Michael Joyal, Jr., City Manager	_____ Date
--	---------------



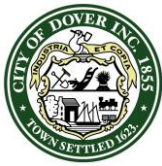
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AGREEMENT

THE CITY OF DOVER, a municipal corporation with an address of 288 Central Avenue, Dover, New Hampshire 03820 and **DEVINE, MILLIMET & BRANCH, P.A.**, a law firm with an address of 111 Amherst Street, Manchester, New Hampshire 03101 (Devine, Millimet & Branch or Vendor), who for valuable consideration agree as follows (the “Agreement”):

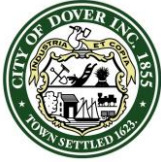
1. **Purpose.** This Agreement refers to Bond Counsel Services as detailed by a proposal from Devine, Millimet & Branch. Specifically, this Agreement is to advise and assist the City in developing and structuring procedures to issue registered tax-exempt bonds in accordance with applicable laws, customs and practices of municipal bond issues.
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (6 pages);
 - b. Letter to the City of Dover re “Bond Counsel Services” dated September 21, 2015 (6 pages)
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2 above. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement and 2) the September 21, 2015 letter. Without limiting the foregoing, the Vendor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the services described below:
 - Advise and assist the City in developing and structuring procedures to issue registered tax-exempt bonds in accordance with applicable laws, customs and practices of municipal bond issues.
 - Advise and assist the City in structuring financing programs including tax-exempt and taxable bond financings, credit enhanced financings, tax increment financing districts, other forms of debt or equity financings and any other creative financings.
 - Advise and assist the City in planning the financing and structuring of interim financing programs including bond anticipation notes, revenue or tax anticipation notes, lines of credit, letters of credit or other financings.
 - Draft or review bond documents, regulations, rules, proposed legislation, any necessary agreements between the City and other participants and other documents relating to the City’s financing programs.



CITY OF DOVER

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- Draft or review appropriate resolutions, ordinances, bond documents and other legal documents including the official statement, notice of sale and bid form accordance with city, state and federal laws and regulations.
 - Provide advice on and analysis of relevant federal, state and municipal law and any proposed legislation or regulations as they affect the field of municipal finance and the City's financing programs.
 - Assist in obtaining from governmental authorities such approvals, rulings, permissions and exemptions as bond counsel determines are necessary or appropriate with respect to each issue.
 - Prepare a requirements letter setting forth the documents required to evident the lawful issue of the bonds or notes.
 - Preliminary advice with respect to the legal feasibility of proposed financings and the permitted maturities and applicable procedures.
 - Draft or review legislation authorizing the issuance of bonds or notes.
 - Advice and assistance, including drafting, with respect to charter, ordinance, by-law or other amendments relating to the issue of bonds or notes.
 - Prepare requests for tax rulings where required and attendance at conferences with Internal Revenue Service representatives.
 - As requested, participate in public forums as the City's bond counsel to explain legal aspects of financings.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** All services to be performed under this Agreement shall become effective upon the signing of the Agreement and issuance of a purchase order by the City, and shall run for one (1) year with the City's option to renew for nine (9) additional one (1) year terms. The Vendor's rates, as set forth in paragraph 6, shall remain the same for the first five (5) years (first year, plus four renewal options). The Vendor reserves the right to amend the rate structure for the year six (6) through ten (10) renewal options, with advance written notice to the City.
6. **Cost and Payment.** The City of Dover shall pay the Vendor a fixed fee for services provided. The Agreement price shall be:
- \$1,000 per each million of bonds for the first \$5 million of bonds sold.
\$800 per each million of bonds for the next \$5 million of bonds sold.
\$500 per million of bonds in excess of \$10 million of bonds sold.
The minimum guaranteed payment to Vendor for any bond issue will be \$5,000.
Such fees are inclusive of all expenses, out of pocket or otherwise.



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Any services performed outside of the work described in the Agreement Documents shall be billed hourly at the rate of:

Attorney David Barnes (partner) - \$400.00 per hour maximum

Attorney Renelle L. L'Huillier (associate) at \$275.00 per hour maximum and other associate attorneys not to exceed \$275.00 maximum hourly rate

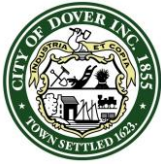
A proposal for hourly billing will be submitted to the City and require an authorized signature by the City before any work is commenced.

The City of Dover shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed and time billed.

7. Insurance.

- a. The Vendor shall secure and maintain for the duration of this Agreement a Professional Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

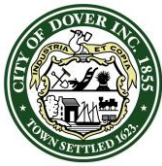
8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to indemnify and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death, or injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by the negligent acts, errors, or omissions of the Vendor or its officers, directors, employees, agents, or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.



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9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.
17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to



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perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

19. Assignment/Delegation/Subcontracts. The Vendor shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.

20. Contractor's Relation to the City of Dover. In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.

21. Confidentiality. Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.

22. Amendment. This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

23. Construction and Headings. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

24. Notice. Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
J. Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

To Devine, Millimet & Branch
Jon B. Sparkman, President
111 Amherst Street
Manchester, NH 03101

25. Severability. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

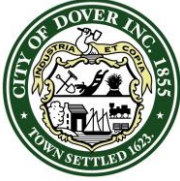
Signatures To Follow.

DEVINE, MILLIMET & BRANCH, P.A.

_____ Jon B. Sparkman, President Duly Authorized	_____ Date
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CITY OF DOVER

_____ J. Michael Joyal, Jr., City Manager	_____ Date
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2015.10.14 – 135**

Resolution Re: Acceptance of Olive Meadow Lane as a Public Way

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

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

WHEREAS: Olive Meadow Lane Drive meets all other criteria for City acceptance, including Planning Board review and title review.

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

Olive Meadow Lane is accepted as a City Street according to the metes and bounds description, in the Warranty Deed attached to this Resolution. The City Manager shall take any/all necessary steps to finalize acceptance and record necessary documents in the Registry of Deeds.

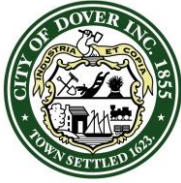
AUTHORIZATION

Approved as to Funding: Daniel Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal Form
and Compliance:: Anthony I. Blenkinsop
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2015.10.14 – 135**

Resolution Re: Acceptance of Olive Meadow Lane as a Public Way

DOCUMENT HISTORY:

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.		

RESOLUTION BACKGROUND MATERIAL:

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

- Highway layout
- Prescription
- Dedication and acceptance
- Deed

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

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

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

See draft Warranty Deed and Partial Release attached.

PARTIAL RELEASE

FOR VALUE RECEIVED, **Haverhill Bank**, a banking corporation with a place of business at 180 Merrimack Street, Haverhill, Commonwealth of Massachusetts, holder of the following:

1. Mortgage deed from Changing Places, LLC, to Haverhill Bank dated October 11, 2011, recorded at the Strafford County Registry of Deeds Book 3962, Page 490;
2. Assignment of Leases and Rents from Changing Places, LLC to Haverhill Bank dated October 11, 2011 and recorded at the Strafford County Registry of Deeds Book 3962, Page 499;
3. Assignment of Interest in Licenses, Plans, Permits and Agreements from Changing Places, LLC to Haverhill Bank dated October 11, 2011 and recorded at the Strafford County Registry of Deeds Book 3962, Page 506; and
4. Modification Agreements dated March 8, 2012 and recorded at Book 3998, Page 886 and dated August 20, 2012 and recorded at Book 4045, Page 953,

hereby discharges the Mortgages and Assignments of Leases and Rents with respect to

**The roadway known as Olive Meadow Lane,
Dover, Strafford County, State of New Hampshire**

Meaning and intending hereby to release and discharge the above-described premises from any and all claims of the grantor by virtue of the above referenced Mortgage Deed, Assignments of Leases and Rents, Assignment of Interest and Modification Agreements. In all other respects said Mortgage, Assignments of Leases and Rents, Assignment of Interest and Mortgage Modifications are to remain in full force and effect.

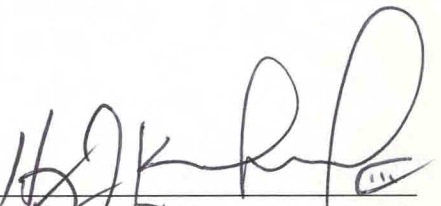
Dated this 17 day of August, 2015.

Haverhill Bank

Erica J. Lemme

Witness

By:


HARRY J. KARSLUND, III
SENIOR VICE PRESIDENT
Duly authorized

Commonwealth of Massachusetts
County of Essex

August 17, 2015

Personally appeared the above named Harry J. Karslund, III, duly authorized
Senior Vice President of Haverhill Bank, on behalf of said Bank.

Erica J. Lemme
Notary Public/Justice of the Peace

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT, **CHANGING PLACES, LLC**, a New Hampshire limited liability company having a place of business at 42J Dover Point Road, Dover, County of Strafford, State of New Hampshire 03820, for consideration paid, grants to **THE CITY OF DOVER, a municipality**, with a principal place of business at City Hall, 288 Central Avenue, Dover, Strafford County, State of New Hampshire 03820, with **WARRANTY** covenants and **EASEMENTS** the following:

A certain tract or parcel of land, located on the easterly side of Sixth Street, City of Dover, County of Strafford, State of New Hampshire, being shown as Olive Meadow Lane, as depicted partially on a plan entitled "Open Space Subdivision Plan, Olive Meadow, 515 Sixth Street, Dover, New Hampshire" dated December 2, 2010, prepared by TriTech Engineering Corporation, which subdivision plan is recorded at the Strafford County Registry of Deeds as Plan No. 102-016 and 102-017, and partially on a plan entitled "Amended Open Space Subdivision Plan, Olive Meadow, Olive Meadow Lane, Dover, New Hampshire", dated January 26, 2012, recorded at the Strafford County Registry of Deeds as Plan NO. 103-81, being more particularly bounded and described as follows:

Beginning at a granite bound set in the easterly sideline of Sixth Street and thence running N 47° 26' 28" E a distance of 158.47 feet to a granite bound; thence turning and running along a curve to the right having a radius of 315.00 feet, a distance of 294.15 feet to a granite bound; thence turning and running along a curve to the left having a radius of 385.00 feet, a distance of 189.70 feet, to a rebar; thence turning and running along a curve to the left having a radius of 385.00 feet a distance of 74.78 feet, to a granite bound; thence turning and running along a curve to the left having a radius of 45.00 feet, a distance of 63.13 feet to a granite bound; thence turning and running along a curve to the right having a radius of 65.00 feet, a distance of 36.54 feet, to a rebar; thence turning and running along a curve to the right having a radius of 65.00 feet, a distance of 161.73 feet, to a rebar; thence turning and running along a curve to the right having a radius of 65.00 feet, a distance of 88.01 feet to a rebar; thence turning and running S 53° 35' 02" W a distance of 57.54 feet, to a granite bound; thence turning and running along a curve to the right having a radius of 435.00 feet, a distance of 167.26 feet to a rebar; thence turning and running along a curve to the right having a radius of 435.00 feet, a distance of 93.95 feet, to a rebar; thence turning and running along a curve to the right having a radius of 435.00 feet, a distance of 62.70 feet to a rebar; thence turning and running along a curve to the right having a radius of 435.00 feet, a distance of 35.67 feet to granite bound; thence turning and running along a curve to the left having a radius of 265.00 feet, a distance of 75.70 feet, to a rebar; thence turning and running along a curve to the left having a radius of 265.00 feet, a distance of 161.62 feet, to a rebar; thence turning and running along a curve to the left having a radius of 265.00 feet, a distance of 10.14 feet, to a granite bound; thence turning and running S 47° 26' 28" W a distance of 131.02 feet, to a granite bound; thence turning and running along a curve to the left having a radius of 30.00 feet a distance of 46.16 feet, to a granite bound set in the easterly sideline of Sixth Street; thence turning and running along the easterly sideline of Sixth Street a distance of 79.08 feet across the opening of Olive Meadow Lane to a granite bound and the point of beginning.

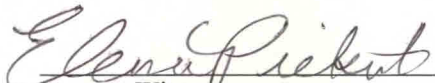
The EASEMENT beginning at a rebar set at the corner of Lot 45A-2 on the Easterly sideline of Olive Meadow Lane; thence running along the Easterly sideline of Olive Meadow Lane along a curve to the left having a radius of 65.00; a distance of 88.01 feet to a rebar set at Lot 45A-2-3; thence turning and running partially along Lot 45A-2-3 along a curve to the left having a radius at 145.00 feet, a distance of 164.76 feet to a point; thence turning and running North 71 ° 36' 00" East, a distance of 50.00 feet to a rebar set at Lot 45A-2; thence turning and running along Lot 45A-2, along a curve to the right having a radius of 195.00 feet, a distance of 244.99 feet to a rebar set; thence turning and running still along Lot 45A-2 South 53° 35' 02" West, a distance of 46.09 feet to a rebar set on the Easterly sideline of Olive Meadow Lane, said rebar being the point of beginning.

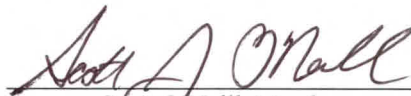
Meaning and intending to convey a portion of the premises conveyed to Changing Places, LLC by deed of Temple Israel of Dover dated July 20, 2011 and recorded at the Strafford County Registry of Deeds, Book 3940, Page 0342.

Changing Places, LLC. gives this deed to confirm the dedication of Olive Meadow Lane to the City as a public way and the City of Dover, New Hampshire accepts delivery of said deed and records same to confirm its acceptance as a dedicated way.

Signed this 23rd day of September, 2015

CHANGING PLACES, LLC


Witness


Scott O'Neill, Member

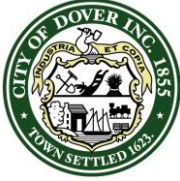
STATE OF NEW HAMPSHIRE
Strafford, ss.

9/23, 2015

The foregoing instrument was acknowledged before me by Scott O'Neill, Member of Changing Places, LLC, a New Hampshire limited liability company, on behalf of the company.



JEAN M. GLIDDEN, Notary Public
My Commission Expires August 14, 2018



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2015.10.14 – 136**

Resolution Re: **Acceptance of Drainage and Access Easement.H53
Mast Road, LLC**

WHEREAS: The City of Dover and H53 Mast Road, LLC have entered into a Development Agreement; and

WHEREAS: H53 Mast Road, LLC intends to develop and construct improvements on and for the benefit of H53 Mast Road, LLC as shown on a certain site plan entitled “Industrial Development Site Review Plans”; and

WHEREAS: The City owns certain property on the northerly side of Mast Road in Dover, shown as Lot No. 2 on a plan entitled “Amended Subdivision of Land prepared for H53 Mast Road LLC, Tax Map H, Lot 53, Mast Road, City of Dover , County of Strafford, State of New Hampshire” dated April 2, 2015; and

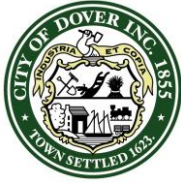
WHEREAS: H53 Mast Road, LLC also owns property on the northerly side of Mast Road in Dover, shown as Lot H/58 New parcel Area, on a plan entitled “Plan of Lot Line Adjustments Prepared for H53 Mast Road LLC and The City of Dover, Tax Map H, Lots No. 53 and 58, Mast Road, City of Dover, County of Strafford, State of New Hampshire”, dated November 14, 2014; and

WHEREAS: A portion of the development and construction includes the construction and installation of certain drainage facilities leading from the property owned by H53 Mast Road, LLC, continuing under the newly constructed Stonewall Drive and to a groundwater recharge area located on the property of the City of Dover. The purpose of these drainage facilities is to drain, flow and discharge storm water into the groundwater recharge area located on the City’s property; and

WHEREAS: The City of Dover desires to grant to H53 Mast Road, LLC the right and easement to drain storm water into and onto the groundwater recharge area on the property owned by the City of Dover, through a perpetual non-exclusive drainage easement together with a perpetual non-exclusive easement to have access to the drainage facilities on the City’s property.

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

The City Manager is authorized to sign a perpetual Drainage and Access Easement from the City of Dover to H53 Mast Road, LLC regarding the City’s property on Mast Road and to record said easement in the Strafford County Registry of Deeds.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2015.10.14 – 136**
Resolution Re: **Acceptance of Drainage and Access Easement.H53
Mast Road, LLC**

AUTHORIZATION

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

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

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

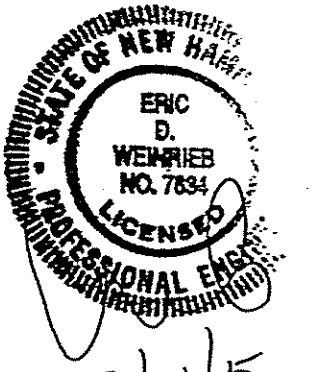
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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:

See draft Drainage and Access Easement and Industrial Development Site Review Plan attached.



7/21/15

NOT FOR CONSTRUCTION

ISSUED FOR:
PLANNING BOARD APPROVAL

ISSUE DATE:
JULY 21, 2015

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	CDB	06/29/15
1	REVISED GRADING TO ACCOMMODATE LARGER FOOTPRINT	CDB	07/16/15
2	PER TRC COMMENTS	CDB	07/21/15

DRAWN BY: CDB
APPROVED BY: EDW
DRAWING FILE: 4699-SITE-DESIGN.dwg

SCALE: 24"x36" 1" = 40'
12"x18" 1" = 80'

OWNER/APPLICANT:

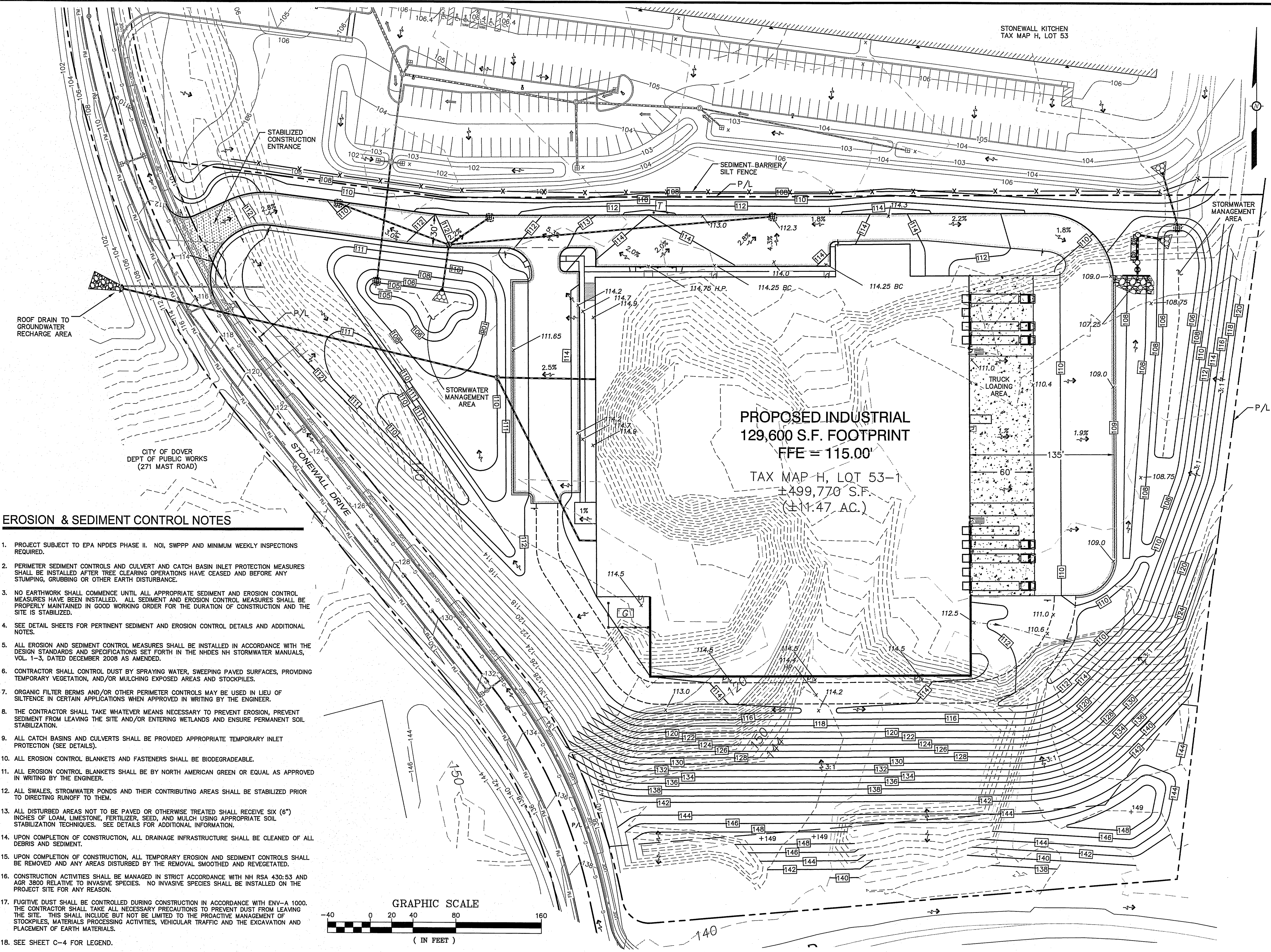
H53 MAST ROAD, LLC
c/o SUMMIT LAND DEVELOPMENT
340 CENTRAL AVE., #202
DOVER, NH 03820

PROJECT:
PROPOSED INDUSTRIAL DEVELOPMENT
(FILE NO. P15-35)

TAX MAP H, LOT 53-1
STONEWALL DRIVE
DOVER, NH

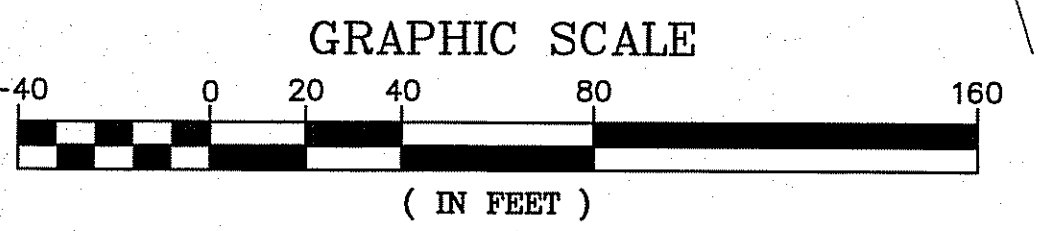
TITLE:
EROSION CONTROL PLAN

SHEET NUMBER:
C-3



EROSION & SEDIMENT CONTROL NOTES

- PROJECT SUBJECT TO EPA NPDES PHASE II. NOI, SWPPP AND MINIMUM WEEKLY INSPECTIONS REQUIRED.
- PERIMETER SEDIMENT CONTROLS AND CULVERT AND CATCH BASIN INLET PROTECTION MEASURES SHALL BE INSTALLED AFTER TREE CLEARING OPERATIONS HAVE CEASED AND BEFORE ANY STUMPING, GRUBBING OR OTHER EARTH DISTURBANCE.
- NO EARTHWORK SHALL COMMENCE UNTIL ALL APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES HAVE BEEN INSTALLED. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE PROPERLY MAINTAINED IN GOOD WORKING ORDER FOR THE DURATION OF CONSTRUCTION AND THE SITE IS STABILIZED.
- SEE DETAIL SHEETS FOR PERTINENT SEDIMENT AND EROSION CONTROL DETAILS AND ADDITIONAL NOTES.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN STANDARDS AND SPECIFICATIONS SET FORTH IN THE NHDES NH STORMWATER MANUALS, VOL. 1-3, DATED DECEMBER 2008 AS AMENDED.
- CONTRACTOR SHALL CONTROL DUST BY SPRAYING WATER, SWEEPING PAVED SURFACES, PROVIDING TEMPORARY VEGETATION, AND/OR MULCHING EXPOSED AREAS AND STOCKPILES.
- ORGANIC FILTER BERMS AND/OR OTHER PERIMETER CONTROLS MAY BE USED IN LIEU OF SILTFENCE IN CERTAIN APPLICATIONS WHEN APPROVED IN WRITING BY THE ENGINEER.
- THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO PREVENT EROSION, PREVENT SEDIMENT FROM LEAVING THE SITE AND/OR ENTERING WETLANDS AND ENSURE PERMANENT SOIL STABILIZATION.
- ALL CATCH BASINS AND CULVERTS SHALL BE PROVIDED APPROPRIATE TEMPORARY INLET PROTECTION (SEE DETAILS).
- ALL EROSION CONTROL BLANKETS AND FASTENERS SHALL BE BIODEGRADABLE.
- ALL EROSION CONTROL BLANKETS SHALL BE BY NORTH AMERICAN GREEN OR EQUAL AS APPROVED IN WRITING BY THE ENGINEER.
- ALL SWALES, STORMWATER PONDS AND THEIR CONTRIBUTING AREAS SHALL BE STABILIZED PRIOR TO DIRECTING RUNOFF TO THEM.
- ALL DISTURBED AREAS NOT TO BE PAVED OR OTHERWISE TREATED SHALL RECEIVE SIX (6") INCHES OF LOAM, LIMESTONE, FERTILIZER, SEED, AND MULCH USING APPROPRIATE SOIL STABILIZATION TECHNIQUES. SEE DETAILS FOR ADDITIONAL INFORMATION.
- UPON COMPLETION OF CONSTRUCTION, ALL DRAINAGE INFRASTRUCTURE SHALL BE CLEANED OF ALL DEBRIS AND SEDIMENT.
- UPON COMPLETION OF CONSTRUCTION, ALL TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE REMOVED AND ANY AREAS DISTURBED BY THE REMOVAL SMOOTHED AND REVEGETATED.
- CONSTRUCTION ACTIVITIES SHALL BE MANAGED IN STRICT ACCORDANCE WITH NH RSA 430:53 AND AGR 3800 RELATIVE TO INVASIVE SPECIES. NO INVASIVE SPECIES SHALL BE INSTALLED ON THE PROJECT SITE FOR ANY REASON.
- FUGITIVE DUST SHALL BE CONTROLLED DURING CONSTRUCTION IN ACCORDANCE WITH ENV-A 1000. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DUST FROM LEAVING THE SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO THE PROACTIVE MANAGEMENT OF STOCKPILES, MATERIALS PROCESSING ACTIVITIES, VEHICULAR TRAFFIC AND THE EXCAVATION AND PLACEMENT OF EARTH MATERIALS.
- SEE SHEET C-4 FOR LEGEND.



After Recording, Return to:

Mintz Levin Cohn Ferris Glovsky and Popeo, PC
One Financial Center
Boston, MA 02111
Attn: Allan Caggiano, Esq.

DRAINAGE AND ACCESS EASEMENT

THIS DRAINAGE EASEMENT (this “Easement”) is made on this ____ day of _____, 2015 (the “Effective Date”) by and between the City of Dover, a municipal corporation, with an address of 288 Central Avenue, Dover, New Hampshire (hereinafter referred to as “Grantor”), and H53 MAST ROAD, LLC, a New Hampshire limited liability company with an address of c/o Summit Land Development, 340 Central Avenue, Suite 202, Dover, New Hampshire 03820 (hereinafter referred to as “Grantee”).

WHEREAS, Grantor owns certain property described on Exhibit A attached hereto (“Burdened Estate”);

WHEREAS, Grantee owns certain property described on Exhibit B attached hereto (“Benefitted Estate”), which is located in the vicinity of the Burdened Estate;

WHEREAS, Grantee and/or its successors and assigns intends to develop and construct improvement on and for the benefit of the Benefitted Estate as shown on a certain site plan entitled “Industrial Development Site Review Plans” dated June 29, 2015, revised July 21, 2015, prepared by Altus Engineering, Inc., on file with the City of Dover (File No. P15-35) and conditionally approved by the City of Dover Planning Board on July 28, 2015 (the “Plans”);

WHEREAS, a portion of said development and construction includes the construction and installation of certain drainage facilities leading from the Benefitted Estate, continuing under Stonewall Drive (as shown on the Plans, “Stonewall Drive”), and to a recharge area located on the Burdened Estate, all as shown on the Plans (the “Drainage Facilities”); and

WHEREAS, Grantor desires to grant to Grantee access to the Burdened Estate and the right and easement to drain storm water into and onto the Burdened Estate, all as more particularly set forth in this Easement.

NOW, THEREFORE, for good and valuable consideration received (but less than \$100) the undersigned agree as follows:

1. Grantor grants to Grantee, its successors and assigns, a perpetual non-exclusive drainage easement over, under and across the Burdened Estate to allow storm water from the Benefitted Estate to drain, flow and discharge into the Drainage Facilities located on the Burdened Estate.

2. Grantor grants to Grantee, its successors and assigns, a perpetual non-exclusive easement (a) to cross and recross the Burdened Estate to the extent necessary to provide access by foot, vehicles and equipment to the Drainage Facilities, such easement to be for the benefit of Grantee, its successors and assigns, lessees, mortgagees and their respective employees, agents, contractors, tenants, licensees, customers, invitees and guests, and (b) to permit the installation, operation, flow and passage, repair, removal, replacement, maintenance and use by Grantee, its successors, assigns, agents and contractors, of the Drainage Facilities on the Burdened Estate. Grantee agrees that any and all acts performed by Grantee, its agents or its employees pursuant to any rights granted to it in this Easement shall be done in a prudent, reasonable and workmanlike manner, doing no unnecessary damage to the Burdened Estate and restoring disturbed land.

3. Grantor reserves the right to fully use and enjoy the Burdened Estate for any purpose provided that Grantor does not interfere with Grantee's rights in this Easement.

4. The rights and easements provided in this Easement to the Grantee may be collaterally assigned to the holder of any fee or leasehold mortgage affecting the Benefitted Estate without the prior consent of Grantor. No portion of this Easement may be terminated or modified without the prior written consent of Grantor and Grantee, or their successors and assigns. This Easement shall not constitute a partnership, joint venture or principal agency relationship between Grantor and Grantee. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provisions set forth herein. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be unaffected by the same. All of the provisions contained in this Easement shall run with the land and shall bind the Grantor, and Grantor's successors and assigns, and inure to the benefit of Grantee, and Grantee's successors and assigns, in perpetuity. This Easement contains the entire agreement of Grantor and Grantee with respect to the matters contained herein and there are no other terms, expressed or implied. This Easement shall be governed by the laws of the State of New Hampshire.

[REMAINDER OF PAGE BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused this deed to be signed by its duly authorized officer this _____ day of September, 2015.

GRANTOR:

By: _____

Name:

Title:

Duly authorized

GRANTEE:

H53 MAST ROAD, LLC

By: _____

Name:

Title:

Duly authorized

STATE OF NEW HAMPSHIRE

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2015 by _____ as _____ of _____.

Notary Public/ Justice of the Peace

(Seal, if any)

My Commission Expires: _____

STATE OF NEW HAMPSHIRE

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2015 by _____ as _____ of _____.

Notary Public/ Justice of the Peace

(Seal, if any)

My Commission Expires: _____

Exhibit A

The Burdened Estate

A certain tract or parcel of land with the buildings and improvements thereon situate on the northerly side of Mast Road, Dover, Strafford County, State of New Hampshire being shown as Lot H/58 New Parcel Area, on a plan entitled “Plan of Lot Line Adjustments Prepared for H53 Mast Road LLC and The City of Dover, Tax Map H, Lot Nos. 53 and 58, Mast Road, City of Dover, County of Strafford, State of New Hampshire”, dated November 14, 2014, prepared by McEneaney Survey Associates, Inc., recorded with said Registry as Plan No. 109-9.

Exhibit B

Benefitted Estate

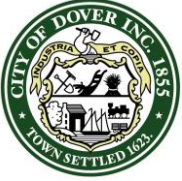
A certain tract or parcel of land with improvements thereon, situate on the northerly side of Mast Road, Dover, Strafford County, State of New Hampshire being shown as Lot No. 2 on a plan entitled "Amended Subdivision of Land prepared for H53 Mast Road LLC, Tax Map H, Lot 53, Mast Road, City of Dover, County of Strafford, State of New Hampshire" dated April 2, 2015 by McEneaney Survey Associates, Inc. recorded at the Strafford County Registry of Deeds as Plan 109-63, lot containing 11.47 acres more or less.

Document comparison by Workshare Compare on Tuesday, September 29, 2015
3:09:52 PM

Input:	
Document 1 ID	interwovenSite://DMS/Active/43338055/2
Description	#43338055v2<Active> - Dover Easement (ML 9/15/15 revision)
Document 2 ID	interwovenSite://DMS/Active/43338055/4
Description	#43338055v4<Active> - Dover Easement (ML 9/22/15 revision)
Rendering set	strikethrough

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	3
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: R - 2015.10.14 – 137
Resolution Re: Restoration of Merged Lots (30-32 East Watson Street)

WHEREAS: NH RSA 674:39-aa (Supp. 2011) allows property owners whose property has been involuntarily merged by a municipality prior to September 18, 2010 to apply to the City Council to unmerge the lots; and

WHEREAS: Michel and Michelle Trochalakis are owners of property at 30-32 East Watson Street (Assessor's Map 19, Lot 74) made up of three (3) original lots which have been merged into one (1); and

WHEREAS: Michel and Michelle Trochalakis have submitted an application to restore the three (3) original lots; and

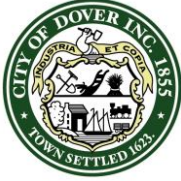
WHEREAS: City records show no indication that voluntary merger has occurred in the chain of title.

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

Pursuant to RSA 674:39-aa (Supp.2011), the former lot lines of the property owned by Michel and Michelle Trochalakis located at 30-32 East Watson Street (Assessor's Map 19, Lot 74) are hereby restored as shown on historical plans and contained within the property deeds.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved for Legal Form and Compliance:	Anthony I. Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.12.	
Resolution Number: R - 2015.10.14 – 137 Resolution Re: Restoration of Merged Lots (30-32 East Watson Street)		

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 on August 31, 2015 with additional materials. Staff reviewed City of Dover records and found no instance of voluntary merger of these two lots, whether for assessing, zoning or taxation purposes.



City of Dover, New Hampshire APPLICATION FOR LOT RESTORATION

[Revision Date: May 6, 2012]

RECEIVED
Planning Office

AUG 31 2015

Office Use Only

Date Received

Dover, New Hampshire

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: Michel and Michelle Trochalakis Telephone # 603.512.8997 Mike

Address of Applicant: 30 Quarry Drive, Rochester, NH 03867 E-Mail Address michtroch@aol.com

Name of Property Owner (if different from applicant): _____ Telephone # _____

Address of Property Owner: _____ E-Mail Address _____

PROPERTY INFORMATION

Assessor's Map # 19 Lot # 74 Zoning District(s) R-12

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: Michelle Trochalakis Date: 8-31-2015

Signature of Applicant (if different from owner): _____ Date: _____

=====

(For Office Use Only)

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

Tax Assessor Michelle Trochalakis Date 9/3/2015

Zoning Administrator Elena Pickett Date 10/7/15

Michelle and Mike Trochalakis

30 Quarry Drive
Rochester, NH 03867
603.330.3483

Mike's Cell 603.512.8997

Michelle Trochalakis's Cell 603.438.4281

August 31, 2015

City of Dover, NH
Department of Planning and Community Development
288 Central Avenue
Dover, NH 03820

RE: 30-32 East Watson

Department of Planning and Community Development:

We are submitting an Application for Lot Restoration of pre-merger status of existing lot 19/74, 30-32 East Watson Street Dover, NH and have enclosed the following documents for your review and consideration:

1. Reference document #1 - current deed dated September 5, 2014, reference (3) independent lots within City lot 19/74.
2. Reference document #2 - previous deed dated June 26, 1998, references (3) independent lots within City lot 19/74
3. Reference document #3 - previous deed dated March 23, 1998, references (3) independent lots within City lot 19/74.
4. Reference document #4 - previous deed dated August 3, 1962, references (3) independent lots within City lot 19/74.

5. Reference document #5 - City of Dover Sewers (ND) references (3) independent lots within City lot 19/74.

6. Reference document #6. - Plan of property in Dover dated May 1910 and recorded May 14, 1963, references (3) independent lots within City lot 19/73.

In addition, we are requesting lots 1 and 2 as listed on deed be merged for the main house known as 30-32 East Watson and Lot 3 as listed on deed to be unmerged which also houses the garage structure for future use as a separate lot. Our deeded property lines require it to be re-surveyed to include the running length of abutting private Lancaster St. and half the width which increases the deeded property lines to the taxed property lines.

Reference document #7 - deeded meets & bounds as shown on McEneaney Survey Associates, Inc. measures parcel area at 20,739 S.F. or 0.48 Ac.

Reference document #8 - City of Dover letter dated February 20, 2009 to Mrs. Meatty references the City discontinues Lancaster Street.

Reference document #9 - City's Residential Property Record Card lists land information as 0.534 or 23,261 S.F. and taxed as such.

Reference document #10 - pictorial of future plans to utilize lot 3 with specifics to be determined after survey and submittal to planning board and all other applicable zoning/construction applications for approval.

Very truly yours,

A handwritten signature in cursive script that reads "Michelle & Mike Trochalakis". The signature is written in dark ink and is positioned above the printed name.

Michelle and Mike Trochalakis

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
****4 Thousand 5 Hundred 75 Dollars	
DATE 09/05/2014	AMOUNT ST831086 \$ ****4575.00
VOID IF ALTERED	

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Sandra Meatty**, single, of 30-32 East Watson, City of Dover, Strafford County, State of New Hampshire, for consideration paid, grants to **Michel G. Trochalakis and Michelle L. Trochalakis**, husband and wife, of 30 Quarry Drive, City of Rochester, Strafford County, State of New Hampshire as joint tenants with rights of survivorship;

with WARRANTY COVENANTS, the following described premises:

30-32 East Watson, Dover

A certain tract or parcel of land with the buildings thereon, situated in Dover:

Beginning at a point on Watson Lane, Dover, New Hampshire at the southwesterly corner of the tract herein conveyed, and thence running northerly one hundred forty-two and forty-two hundredths (142.42) feet to a proposed street; thence running northeasterly two hundred ninety four and sixty-five hundredths (294.65) feet to the intersection of said Watson Lane and Watson Street; thence turning and running southwesterly along said Watson Lane to the point of beginning, and being Lots 1, 2, and 3 on a plan of property in Dover, N.H. belonging to Hon. J. Frank Seavey, dated May 1910, recorded in the Strafford County Registry of Deeds Book of Plan 392. See also Plan 19, Pocket 7, Folder 4.

Please note that the second distance of 294.65 has been incorrectly stated as being 194.65 in prior deeds. This distance runs along a proposed street to the intersection of Watson Lane and Watson Street. This property is shown as Lots 1, 2 and 3 on the above referenced plan. This plan indicates that the distance to the intersection of said Watson Lane and Watson Street is actually 294.65 rather than 194.65. The Rules of Construction indicate that abutters and/or monuments would prevail over distances.

Meaning and intending to convey all of the same premises conveyed to Romolina R. Moriarty and Sandra Meatty as joint tenants by Corrective Deed of Romolina R. Moriarty dated June 26, 1998 and recorded in the Strafford County Registry of Deeds at Book 2020, Page 21.

See death Certificate of Romolina R. Moriarty (date of death: February 3, 2003) recorded at the
Strafford County Registry of Deeds Book 3106, Page 393.

Dated this 5th day of September, 2014

Miranda L Butson

Witness

Sandra L Meatty
Sandra Meatty

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

Signed on this 5th day of September, 2014, personally appeared Sandra
Meatty known to me or satisfactorily proven to be the person whose name is subscribed to the
foregoing instrument and acknowledged that she executed the same for the purposes therein
contained as her free act and deed.



Miranda L Butson
Notary Public/ ~~Justice of the Peace~~
My Commission Expires:

#2

2020/21

CORRECTIVE
WARRANTY DEED

98 JUL -1 AM 9:02
REGISTER OF DEEDS
STRAFFORD COUNTY

011162

2020700024

KNOW ALL MEN BY THESE PRESENTS, that I, ROMOLINA R. MORIARTY, widowed, of 30 East Watson Street, Dover, County of Strafford, and State of New Hampshire 03820

for consideration paid, hereby grant to ROMOLINA R. MORIARTY, of 30 East Watson Street, Dover, County of Strafford, and State of New Hampshire 03820, and SANDRA HEATY, of P O BOX 1533, Dover, County of Strafford, State of New Hampshire 03821, as joint tenants with rights of survivorship,

with WARRANTY COVENANTS, the following described premises:

Beginning at a point on Watson Lane, at the southwesterly corner of the tract herein conveyed, and thence running northerly one hundred forty-two and forty-two hundredths (142.42) feet to a proposed street; thence running northeasterly one hundred ninety four and sixty-five hundredths (194.65) feet to the intersection of said Watson Lane and Watson Street; thence turning and running southwesterly along said Watson Lane to the point of beginning, and being Lots 1, 2, and 3 on a plan of property in Dover, N.H. belonging to Hon. J. Frank Seavey, dated May 1910, recorded in Strafford County Registry of Deeds, Book of Plan 392.

Lots 1, 2, 3

← distance too short.

Plan 5 Packet 6 Folders

Meaning and intending as surviving joint tenant to convey the same premises conveyed by deed of William Rinaldi and Josephine Raycraft and Julia Quint to George Neal Moriarty and Romolina R. Moriarty, dated August 3, 1962 and recorded at the Strafford County Registry of Deeds at Book 750, Page 264, and by deed of Romolina R. Moriarty, in her capacity as Executrix under the Will of Joseph Rinaldi, to George Neal Moriarty and Romolina R. Moriarty, dated August 3, 1962, and recorded at said Registry at Book 750, Page 265.

Consideration hereof is less than One Hundred and no/100 (\$100.00) Dollars.

This deed corrects the Warranty Deed dated March 23, 1998 from Romolina R. Moriarty to Romolina R. Moriarty and Sandra Heatty recorded at Book Signed this 26 of June, 1998. 1991, Page 77.

Sandra Heatty as per for
Romolina R. Moriarty

STATE OF NEW HAMPSHIRE
County of Strafford

On this, the 26th of May, 1998, before me, the undersigned officer, personally appeared Sandra Heatty, in her capacity as Power of Attorney for Romolina R. Moriarty, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes set forth therein.

Jimmy A. McNamee
Justice of the Peace/Notary Public



JAMES A. McNAMEE, Notary Public
My Commission Expires August 26, 1999

1991/17

#3

MAR 23 PM 12:59
REGISTER OF DEEDS
STRAFFORD COUNTY

004042

1910

MAR 19 1908

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, ROMOLINA R. MORIARTY, widowed, of 30 East Watson Street, Dover, County of Strafford, and State of New Hampshire, 03820, ...

for consideration paid, hereby grant to ROMOLINA R. MORIARTY, of 30 East Watson Street, Dover, County of Strafford, and State of New Hampshire 03820, and SHARON MORIARTY, of P O BOX 1533, Dover, County of Strafford, State of New Hampshire 03821, as joint tenants with rights of survivorship,

with WARRANTY COVENANTS, the following described premises:

Beginning at a point on Watson Lane at the southwesterly corner of the tract herein conveyed, and thence running northerly one hundred forty-two and forty-two hundredths (142.42) feet to a proposed street; thence running northeasterly one hundred ninety four and sixty-five hundredths (194.65) feet to the intersection of said Watson Lane and Watson Street; thence turning and running southeasterly along said Watson Lane to the point of beginning, and being Lots 1, 2, and 3 on a plan of property in Dover, N.H. belonging to Hon. J. Frank Sawyer, dated May 19910, recorded in Strafford County Registry of Deeds, Book of Plan 392.

Lots 1, 2, 3

Plan 5 Pocket 6 Folio 5

Meaning and intending as surviving joint tenant to convey the same premises conveyed by deed of William Rinaldi and Josephine Raycraft and Julia Quint to George Neal Moriarty and Romolina R. Moriarty, dated August 3, 1962 and recorded at the Strafford County Registry of Deeds at Book 730, Page 264, and by deed of Romolina R. Moriarty, in her capacity as Executrix under the Will of Joseph Rinaldi, to George Neal Moriarty and Romolina R. Moriarty, dated August 3, 1962, and recorded at said Registry at Book 750, Page 265.

Consideration hereof is less than One Hundred and no/100 (\$100.00) Dollars.

---THIS IS A NEW CONTRACTUAL INSTRUMENT.

Signed this 25th of March, 1990,

Romolina R. Moriarty
Romolina R. Moriarty

STATE OF NEW HAMPSHIRE
County of Strafford

On this, the 25th of March, 1990, before me, the undersigned officer, personally appeared Romolina R. Moriarty, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes set forth therein.

Patricia A. J. [Signature]
Justice of the Peace/Mary Public

NOTARY PUBLIC
STATE OF NEW HAMPSHIRE

#4

Know All Men By These Presents

That We, WILLIAM RINALDI and JOSEPHINE RAYCRAFT, both of Dover, and JULIA QUINT, of Barrington, all of the County of Strafford and State of New Hampshire,

for and in consideration of the sum of One Dollar and other valuable considerations to us in hand before the delivery hereof, well and truly paid by GEORGE NEAL MORIARTY and ROMOLINA R. MORIARTY, both of Dover, in the County of Strafford and State of New Hampshire,

have remised, released and forever Quitclaimed, and by these presents do remise, release and forever quitclaim unto the said GEORGE NEAL MORIARTY and ROMOLINA R. MORIARTY,

as joint tenants, and not as tenants in common, to them and to the survivor of them and to the heirs and assigns of said survivor, all of our rights, title and interest in and to a certain tract of land, with the buildings thereon, situate in said Dover, on Watson Lane and Watson Street, so called, bounded and described as follows, to wit:

Beginning at a point on Watson Lane at the southwesterly corner of the tract herein conveyed, and thence running northerly one hundred forty-two and forty-two hundredths (142.42) feet to a proposed street; thence running northeasterly one hundred ninety-four and sixty-five hundredths (194.65) feet to the intersection of said Watson Lane and Watson Street; thence turning and running southwesterly along said Watson Lane to the point of beginning, and being Lots 1, 2 and 3 on a plan of property in Dover, N. H., belonging to Hon. J. Frank Seavey, dated May 1910, recorded in Strafford County Registry of Deeds, Book of Plans 392.

Being the same premises conveyed to Joseph (Guiseppe) Rinaldi by deed of Andrew S. Hall, Guardian of J. Frank Seavey, dated April 28, 1920, and recorded in Strafford County Records of Deeds, Book 392, Page 289; and meaning and intending to release any and all rights, title and interest in and to said real estate acquired by us under the Will of Joseph Rinaldi, deceased, see Strafford County Probate Records, Estate of Joseph Rinaldi.

The consideration for this transfer is less than \$100.00.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereto belonging, to the said grantees as joint tenants, to them and to the survivor of them and to the heirs and assigns of such survivor; and we do hereby covenant with the said grantees as joint tenants, with them and with the survivor of them and the heirs and assigns of such survivor that we will warrant and defend the said premises to the said grantees as joint tenants, to them and to the survivor of them and to the heirs and assigns of such survivor, against the lawful claims and demands of any person or persons claiming by, from or under

And We, Hazel Rinaldi, wife of said William Rinaldi, William Raycraft, husband of said Josephine Raycraft, and Russell Quint, husband of said Julia Quint, for the consideration aforesaid, do hereby release my right of dower and curtesy in said premises.

And we and each of us do hereby release all rights of Homestead, secured to us, or either of us, by Chapter 260 of the Revised Laws of New Hampshire, or by any other statute or statutes of said State.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

3rd day of August in the year of our Lord, 1962.

Signed, sealed and delivered in the presence of us:

Will J. Rinaldi
To all

Julia Quint
George R. Moriarty
William Rinaldi
Hazel Rinaldi
Josephine Raycraft
William Raycraft

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On this 3rd day of August 1962, before me, the undersigned officer, personally appeared William and Hazel Rinaldi, Josephine and William Raycraft and Julia and Russell Quint,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

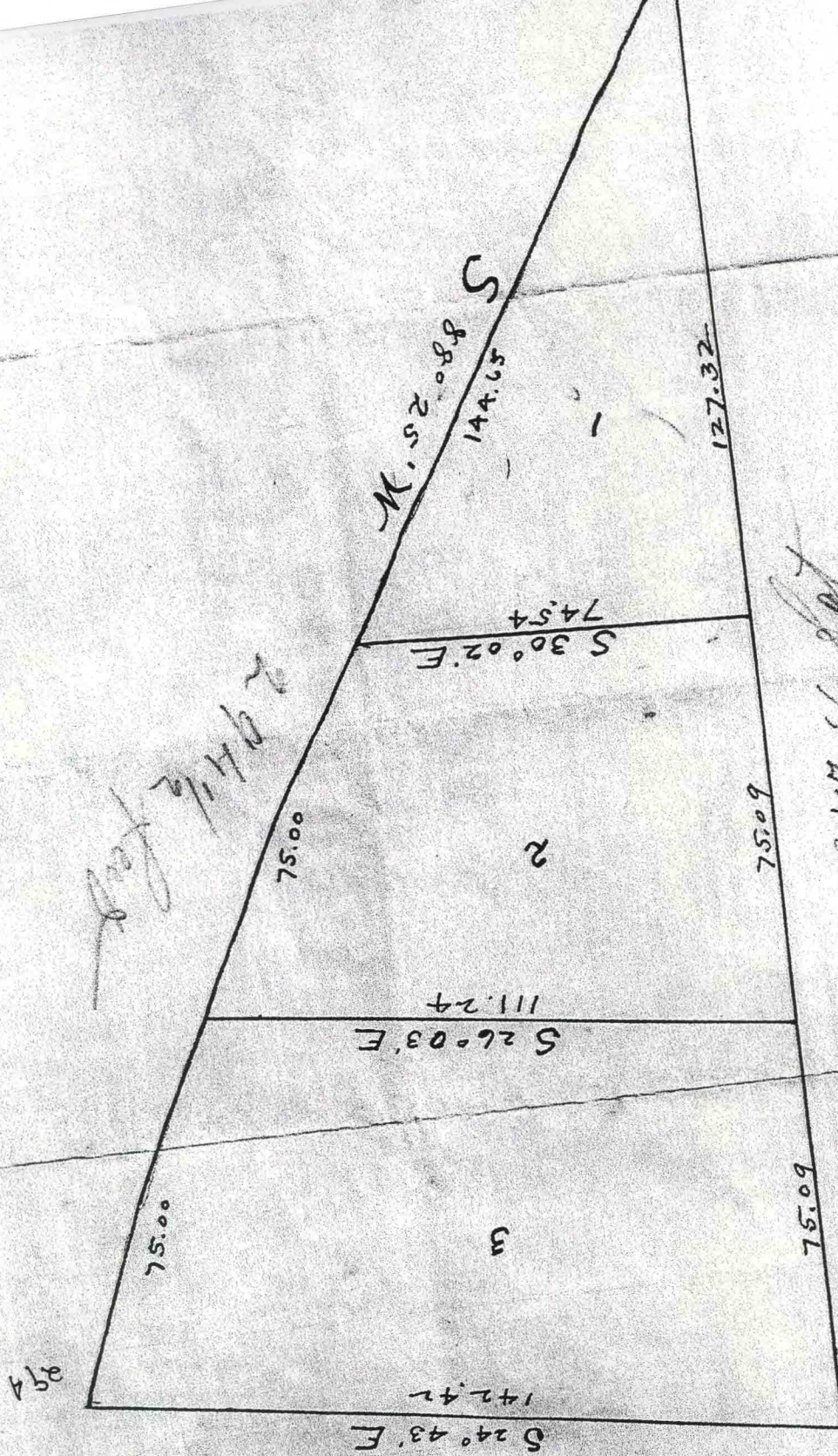
In witness whereof I hereunto set my hand and official seal.

Will J. Rinaldi
Justice of the Peace
Notary Public
Title of Officer.

RECEIVED 2:10 P.M. AUG 3, 1962

EXAMINED BY *Marjorie E. Holmes* REGISTER

#5



294 1/2 feet

247 1/2 feet

STAFFORD COUNTY RECORDS
Received *Mar 11* 1963
Recorded
Examined

#8
CHRISTOPHER G. PARKER, AICP

Director
c.parker@ci.dover.nh.us



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6008
Fax: (603) 516-6007
www.ci.dover.nh.us

City of Dover, New Hampshire

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

February 20, 2009

Sandy Meatty
30 East Watson St
Dover, New Hampshire 03820

Re: Lancaster Street

Dear Mrs.Meatty:

Thank you for meeting with Doug Steele, Mrs. Dicosmo and myself this morning regarding Lancaster Street. I am glad that we were able to come to a resolution, though I understand that it is not 100% the answer you were hoping for.

As discussed this morning, the following is a timeline for Lancaster Street:

- 1910 – Lancaster Street, lots on South Watson and East Watson are laid out
 - Lancaster Street as laid out went from East Watson to Stark Avenue
- 1935 – The City of Dover accepted Lancaster Street
 - No houses were built on the lots that fronted on Lancaster Street
- 1976 – Stark Avenue residents petition the City Council to discontinue a portion of Lancaster Street.
 - November 10, 1976 City Council voted 9 -0 in favor
- 1983 – Original lots 12, 13, 14 and 15, known to the neighborhood as the “field” are sold at auction.
- 1985 – Purchaser of the above lots approaches the City about developing the above lots after combining 12 and 13 and 14 and 15 into present day lots 66 and 66A
 - City advises the owner about deficiencies in roadway (dirt road, more like a driveway), and advises the owner request the City discontinue the remaining portion of Lancaster Street.
- 1986 – City Council discontinues Lancaster Street
 - April 23, 1986 City Council votes 8-1 to discontinue
- 1987 – Owner brings forward plan to merge lots and construct two houses, with private utilities and off a privately maintained right of way
 - Developer signs agreement which is recorded at Strafford County Register of Deeds (bk 1372, pg 668)
- 2003 – Stark Avenue resident requests a portion of the discontinued right of way be added to his parcel off Lancaster Street to construct a house
 - Final house of Lancaster Street is constructed.

As a private roadway, the City does not maintain or plow Lancaster Street, nor is solid waste or recycling service provided to its residents (solid waste and recycling may be brought out to East Watson for pickup).

It has been discovered and was discussed at our meeting, that the City had, previously to 1988, plowed Lancaster Street to just beyond the driveway for 28 East Watson Street. Doug Steele discovered through talking with his staff, and previous staff, that we have off and on plowed Lancaster Street since the discontinuance, but it has not appeared on a plow route since 1999.

Doug apologized for the misunderstanding and will ensure that his staff understands that the City should not be plowing Lancaster Street.

Our mutual resolution this morning was for the City to plow Lancaster Street through the remainder of the 2008-2009 winter season, and the residents on Lancaster Street to begin plowing it as a collective unit from winter 2009 – 2010 forward. I am glad we were able to work this agreement out with your self and Mrs. Dicosmo.

As a follow up, Doug and I went to Lancaster Street to review the condition to see if it needed to be plowed today, as well as to review damage to your fence. Doug will be in touch with you to discuss the fence after the snow has receded.

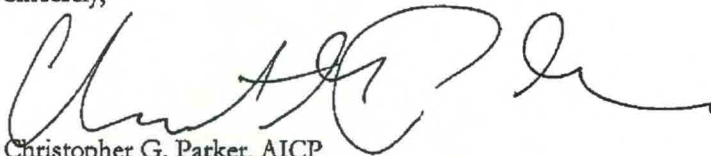
Additionally, Doug will have a "private" sign added to the street sign to avoid future confusion, and I will ensure that other City Departments understand that Lancaster Street is private.

I have included with this letter a copy of the 1976 resolution discontinuing a portion of Lancaster Street; a copy of the 1986 resolution discontinuing the remainder of the street, and the 1988 agreement by the former owner of lots 12 -15 to maintain and plow Lancaster Street. If I can provide any other information, or can be of help in this matter going forward, please do not hesitate to contact me.

I appreciate your time and was happy to meet with you this morning. I understand the annoyance this situation has caused and that had the scenario been communicated better over the past 20 years frustration you and your neighbors now feel could have been avoided.

If I can be of any assistance moving forward, please don't hesitate to contact me.

Sincerely,



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

Cc: Doug Steele, Community Services Director
Mayor Scott Myers
J. Michael Joyal City Manager
Allan Krans, City Attorney
David Scot, Ward 3 Councilor

RESOLUTION

RESOLUTION RE: DISCONTINUANCE OF LANCASTER STREET

WHEREAS: Lancaster Street, as it is shown on the City's Official Map, from its intersection with Watson Street to its terminus, is a Class VI Highway pursuant to RSA 229:5, and

WHEREAS: It is no longer in the public interest to continue the status of Lancaster Street as a public road, in that Lancaster Street has not been actually used as a public street for many years and discontinuance of said street will relieve the City of any obligation to maintain said street and of any liability for damages resulting from the use of said street pursuant to RSA 231:50,

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

Lancaster Street is hereby discontinued as a public highway from its intersection with Watson Street to its terminus pursuant to RSA 231:43.

Sponsored by

James F. O'Neil, Jr.

Councilor James F. O'Neil, Jr.
by request

Approved as to Form

Scott E. Woodman
Scott E. Woodman
City Attorney

BACKGROUND INFORMATION:

This is a more than one year old request to discontinue Lancaster Street, which was desired by a developer building several units in that area. Ultimately, the developer would like to take over this short segment of street (which is actually like a driveway) and be responsible for its continued maintenance. The city has no particular need for this street. This resolution will only initiate the process of abandoning the street, which by statute requires the abandonment to be reviewed by the Planning Board and sent back to the City Council with a recommendation. A public hearing is also required.

RECOMMENDATION:

I recommend this resolution to be referred to the Planning Board for their action.

REGULAR COUNCIL MEETING HELD APRIL 23, 1986

O'Neil moved, seconded by McAdams to send to Planning Board for review.

Mone made an amendment to include all unacceptable st seconded by Bruyere, Admendment failed on a vote of Passed on a vote of 8-1, Mone opposed to send to Planning Board.

EXHIBIT A.

5-N

RESOLUTION

WHEREAS, Lancaster Street was originally shown on a developer's map and later included in the City Assessor's maps as a city street, and

WHEREAS, The City of Dover, N. H. accepted Lancaster Street as a city street with no evidence that it was ever maintained as a city street, and

WHEREAS, A Public Hearing to consider discontinuing Lancaster Street was held on November 3, 1976, being duly called, public notice given and abutters notified, at which public hearing no testimony was offered or presented in opposition to the discontinuance as a public highway of that portion of Lancaster Street extending from Stark Avenue to a line formed by the extension of the rear lot line of Lot No. 65A, as shown on Assessor's Map 19, owned by P. M. and A. F. Rousseau to the rear lot line of Lot No. 67, as shown on Assessor's Map 19, owned by A. G. and R. R. Hubner.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOVER, N.H. that:

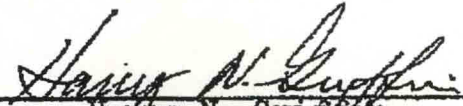
The City of Dover has no further use for that portion of Lancaster Street extending from Stark Avenue to a line formed by the extension of the rear lot line of Lot No. 65A to the rear lot line of Lot No. 67 as shown on Assessor's Map 19 and that this portion of Lancaster Street be and hereby is discontinued as a public highway for the use of the public, and

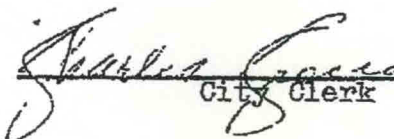
BE IT FURTHER RESOLVED that;

The City Manager is hereby authorized to execute whatever documents or conveyances, and ^{such} quit claim deeds as may be necessary to vest title to the soil of the discontinued portion of Lancaster Street in the abutters, and

BE IT FURTHER RESOLVED that:

The remaining portion of Lancaster Street as shown on Assessor's Map 19 shall remain a public street or highway and open for public use.


Harry N. Griffin
Councilman


City Clerk

Regular Council Meeting Held: Nov. 10, 1976
Griffin moved, seconded by Peters to adopt
Roll call vote of 9-0, the resolution was
adopted.

Passed November 8, 1976

BK2822PG0979

AGREEMENT FOR MAINTENANCE AND REPAIR OF COMMON EASEMENT

AGREEMENT made this ninth day of March, 1988 between CONCERTED CONTRACTORS, INC., NORMAN MICHAELS, MICHAEL BLISS, AND ANN BLISS of Dover and Barrington, County of Strafford and State of New Hampshire. The parties hereto are co-owners of a water line and sewer line running from Watson Street under Lancaster Street to the parties' real estate shown as Lots 12 through 15 on a plan entitled, "Lot Survey for Ronald Faherty, Dover, N.H." by Bruce L. Pokopek, dated September 26, 1983, recorded in the Strafford County Registry of Deeds as Plan 22-159 and the parties use Lancaster Street as access to their lots. The City of Dover does not maintain Lancaster Street. The parties desire to share the costs and expenses of maintaining said water and sewer lines and Lancaster Street and agree as follows:

1. The parties agree that the owners of Lots 12 and 13 will share equally with the owners of Lots 14 and 15 in the costs and expenses of maintaining said water and sewer lines in their present condition. Any improvement to the water or sewer lines which puts them in a better condition than they are presently, shall not be undertaken except with the express written consent of all owners of said lots and an assumption by the owners in writing of their proportionate share of financial responsibility for the costs of such improvement.

2. The parties agree that the owners of Lots 12 and 13 will share equally with the owners of Lots 14 and 15 in the costs and expenses of plowing and maintaining Lancaster Street. Any improvement to Lancaster Street which puts it in a better condition than it is presently, shall not be undertaken except with the express written consent of all owners of said lots and an assumption by the owners in writing of their proportionate share of financial responsibility for the costs of such improvements.

3. The parties interest in said water and sewer lines shall run with the land and the parties agree that this contract shall be referred to in any conveyance of the land benefited by said lines and any conveyance of said land shall be subject to this contract.

In Witness Whereof, the parties have hereunto executed this Agreement on the day and year first above written.

CONCERTED CONTRACTORS, INC.

BY: Michael Bliss
DULY AUTHORIZED

NORMAN MICHAELS

Michael Bliss
MICHAEL BLISS

Ann Bliss
ANN BLISS

68 MAR 10 PM 12:34

REGISTER OF DEEDS
STRAFFORD COUNTY

003611

372FC0668

Property Location:

30 32 East Watson St

Residential Property Record Card - Dover, New Hampshire

Parcel ID: 19074-000000

Map Block No. 19-74-0-0

Class: R

Use:

104

Card 1 of 1

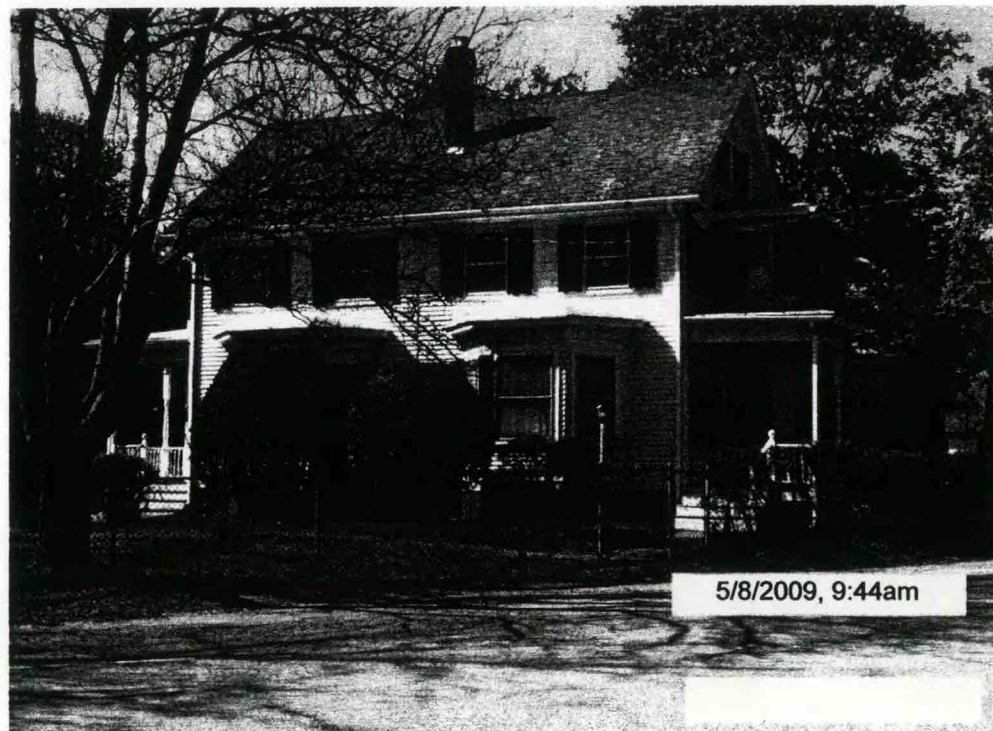
Current Owner		Previous Owner History			Miscellaneous		Assessment Information	
Trochalakis Michel G & Trochalakis Michelle L 30 Quarry Dr Rochester Nh 03867		Name	Deed	Date	Deed Info:	4240/546-09/05/2014	Assessed Value:	* Prior
		Moriarty Romolina R &	2020/21	06/26/1998	Zoning:	R-12	Land:	81,600 62,500
		Moriarty Romolina R	1991/77	03/23/1998	Neighborhood:	183	Building:	152,100 166,100
		Moriarty Romolina R	00750/0265		Living Units:	2	Total:	233,700 228,600
							Assessed Information:	
							Value:	233,700
Notes		Entrance Information						
Corner Lot 4x4 Wdk & H/C Ramp= Nv		Date	Time	ID	Actv	Entrance Code	Sourc	
		02/08/2007	C	RC		Entry Gained	Owner	
		10/21/2014	S	BL		Est-See Note	Other	
		01/25/2007	C	RC		Not At Home		
						Estimates		
						MRA:	Effective DOV: 4/1/2014	
						Weighted:	Value Flag: COST VALUE	
						Market:		

Sales History				
Book/Page	Date	Price	Type	Validity
4240/546	09/05/2014	305,000	2	JF
4240/604	09/05/2014		2	

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
09/25/2014	14-320	14,000	Ktch/Bath Renos	0
04/06/1998	6915	37,000	Addition	100

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Primary	A	0.534 0	Shape/Size	-10 81,610
Total Acres for this Parcel		0.534	Total Land Value	81,600

Out Building Information								
Type	Qty	Year	Size1	Size2	Grade	Cond	%Good	Value
Garage-Wd/Cb	1	1960	20	20	C	F	30%	4,190
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
	0	0	0	0			0%	0
Total OBY for this card								4,190



Inspection witness by: _____

30 32 East Watson St

Parcel ID: 19074-000000

Map Block No. 19-74-0-0

Class: R **Use:**

104 Card 1 of 1

Replacement Costs

Style:	Duplex
Condo Style:	
Exterior Walls:	Frame
Story Height:	2.0
Attic:	Unfin
Interior/Exterior:	Same
Basement:	Full
Bsmt Garage:	0
Rec Room size:	0 0
FBLA size:	0 0
Unfinished Area:	0
Inlaw Apts:	0
WB Fireplace:	Stacks 0 Openings 0
MTL Fireplace:	Stacks 0 Openings 0
Heating Type:	Basic
Fuel:	Oil
Heating System:	Steam/Hot Wa
Year Built:	1900
Eff. Yr Built:	0
Ground Flr Area:	1123
Tot Living Area:	2848
Basement Area:	1577
Grade:	B-
Condition:	Fair
CDU:	FR

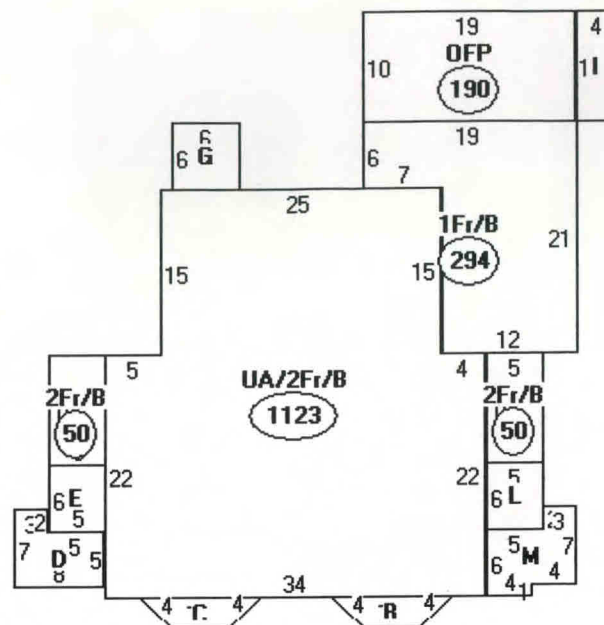
Building Notes:

	Low	1st	2nd	3rd	Tot
Rooms:	0	0	0	0	13
Bedrooms:	0	0	0	0	6
Full Baths:	0	0	0	0	3
Half Baths:	0	0	0	0	0
Add'l Fixtures:	0	0	0	0	1

Base Price:	182,390
Additions:	61,800
Unfinished Area:	0
Basement:	0
Attic:	10,090
Plumbing:	9,100
Heating A/C Adj.:	0
FBLA:	0
Rec Room:	0
Fire Place:	0
Basement Garage:	0
Exterior Trim:	0
Subtotal:	263,380
Grade Factor:	1.17
C & D Factor:	0.00
Total RCN:	308,150
Percent Good:	0.60
Eco Depr:	0
Func Depr:	0
Under Constcn %:	0
Market Adj.:	0.00
Total RCNLD:	147,900

Addition Information

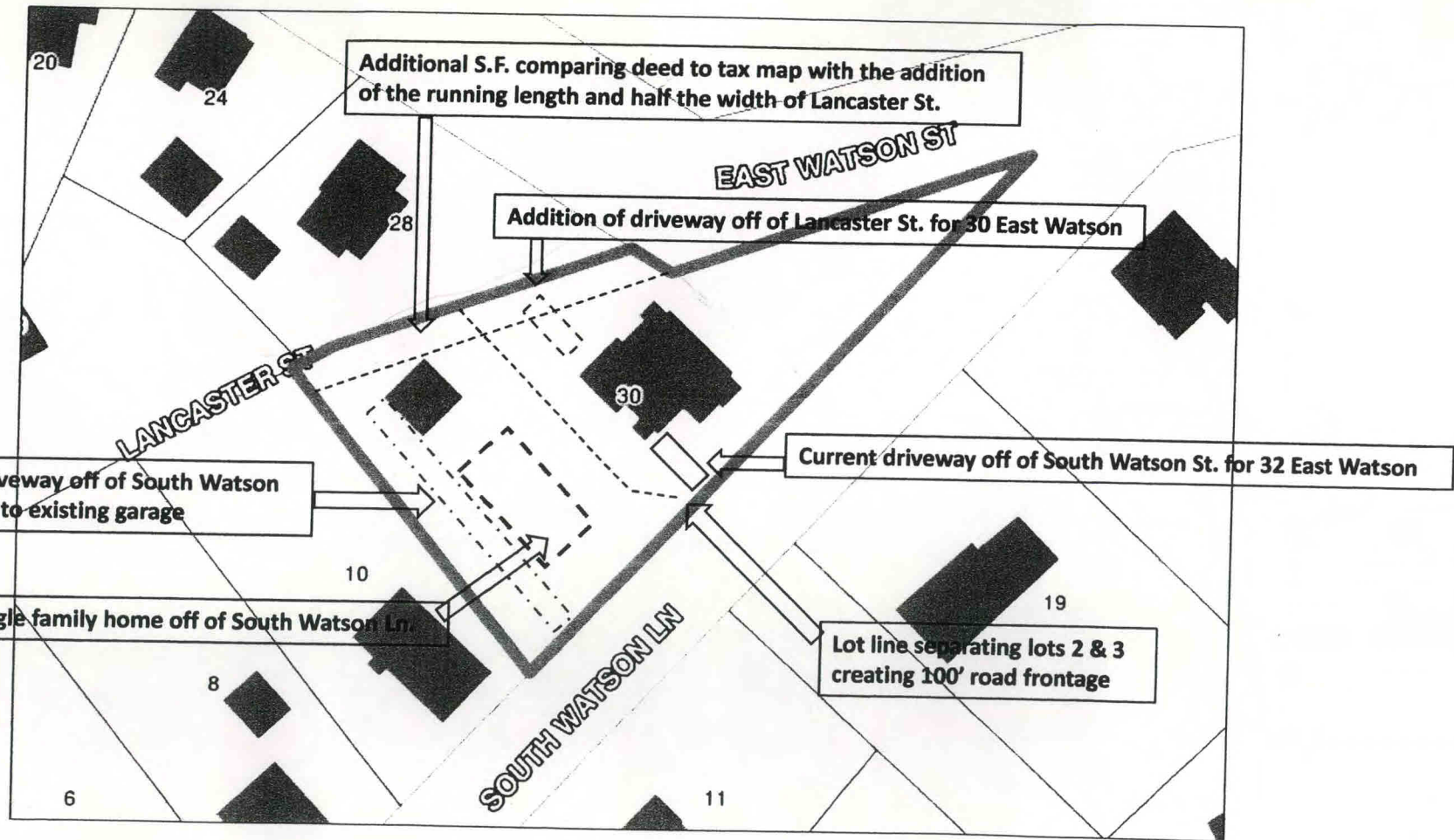
Low	1st	2nd	3rd	Area	Points
	15			24	1600
	15			24	1600
	11			46	2000
50	12	10		30	3600
50	10	10		50	6800
	12			36	2000
	11			190	7200
	31			40	600
50	10			294	24000
50	10	10		50	6800
50	12	10		30	3600
	11			50	2000

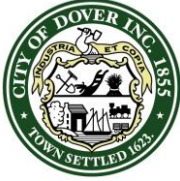


Descriptor/Area

A: UA/2Fr/B
1123 sqft
B: FBAY
24 sqft
C: FBAY
24 sqft
D: OFP
46 sqft
E: 1Fr/EP/B
30 sqft
F: 2Fr/B
50 sqft
G: EP
36 sqft
H: OFP
190 sqft
I: WD
40 sqft
J: 1Fr/B
294 sqft
K: 2Fr/B
50 sqft
L: 1Fr/EP/B
30 sqft
M: OFP
50 sqft

Proposed Addition Of Single Family House





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R -2015.10.14 – 138**

Resolution Re: Acceptance of COPS Grant for City of Dover Police
Department

WHEREAS: The City of Dover has applied for and received a grant from the COPS (Community Oriented Policing Services) Office in the amount of \$125,000 to hire a new police officer;

WHEREAS: This COPS grant provides funding that covers a period of three (3) years, with the final year (year 4) being a required retention period for the officer hired with these grant funds;

WHEREAS: This COPS grant requires a City cost share in the approximate amount of \$236,331 to be incurred over the period of Fiscal Year 2016 through Fiscal Year 2019; and

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

The City of Dover hereby accepts the COPS grant for \$125,000.00 and agrees to the cost matching and retention period grant provisions.

AND, FURTHER BE IT RESOLVED;

The City Manager is authorized to sign the necessary documents to accept the COPS grant award for the City of Dover.

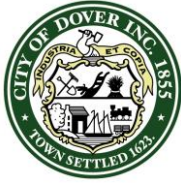
AUTHORIZATION

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.1.

Resolution Number: **R -2015.10.14 – 138**

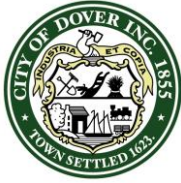
Resolution Re: Acceptance of COPS Grant for City of Dover Police
Department

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R -2015.10.14 – 138**

Resolution Re: Acceptance of COPS Grant for City of Dover Police
Department

RESOLUTION BACKGROUND MATERIAL:

In the spring of 2015, the Dover Police Department applied to the Department of Justice COPS (Community Oriented Policing Services) Office for a grant to add a police officer. The proposal was for an officer to be assigned to specific neighborhoods and apartment complexes within the City in order to address quality of life problems in those areas using proven community policing strategies. In late September, the City learned that it had received the grant award.

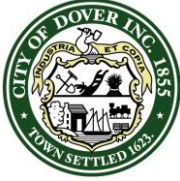
The grant award is for the addition of one police officer with a maximum federal cost share of \$125,000. The remainder of the cost of the police officer, approximately \$236,331, is the responsibility of the City.

The grant period is 4 years. Three of those years are partially funded by the grant and the fourth year, the required retention period, is paid for exclusively by the City. See the below breakdown for the three years of cost sharing between the grantor and the City.

	<u>Federal Share</u>	<u>Dover Share</u>
Year 1	\$ 49,311	\$ 34,968
Year 2	\$ 39,375	\$ 48,955
Year 3	\$ 36,314	\$ 55,949
Year 4 (required)	\$ 0	\$ 96,459
Total	\$ 125,000	\$ 236,331

The addition of this police officer will bring the police department's sworn strength to 50 officers which is the number of officers recommended by the 2012 Strategic Planning Committee. This additional officer also provides the flexibility for the department to engage in problem oriented and community policing in certain neighborhoods and apartment complexes.

This resolution will not increase appropriations for the current fiscal year (FY2016), as existing funds within the Police Department operating budget will provide the necessary City match for the remainder of the fiscal year. Acceptance of the COPS Grant will require that the City include in its operating budget the necessary funding in future years to meet City cost matching requirements of the grant.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2015.10.14 – 139**
Resolution Re: **Verizon Wireless Tower Lease Agreement**
271 Mast Road

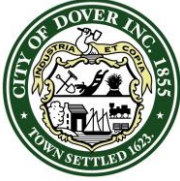
- WHEREAS: Bell Atlantic Mobile of Massachusetts Corporation, Ltd., a Bermuda corporation d/b/a Verizon Wireless, seeks to enter into a Tower Lease Agreement with the City of Dover; and
- WHEREAS: Pursuant to this Agreement, Verizon Wireless will construct a 150' monopole for cellular communication equipment behind Community Services buildings on Mast Road, transfer ownership of the tower to the City, and recoup its construction cost over time through annual rent abatement; and
- WHEREAS: The Agreement shall be for five (5) years, with four (4) additional five (5) year renewal options, followed by annual renewals thereafter; and
- WHEREAS: Rent for the first five (5) year term is \$30,000.00 and shall increase by 15% for each five (5) year renewal options; and
- WHEREAS: There shall be space on the tower for City equipment and for up to two (2) additional wireless providers.

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

The City Manager is authorized to sign a lease with Verizon Wireless consistent with the draft referenced in the Resolution Background and attached hereto for an initial term of five (5) years which shall automatically be extended for four (4) additional five (5) year terms unless terminated. If not terminated at that time, the Agreement shall continue for further terms of one (1) year until terminated.

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.B.2.

Resolution Number: **R – 2015.10.14 – 139**
Resolution Re: **Verizon Wireless Tower Lease Agreement**
271 Mast Road

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 Tower Lease Agreement with Exhibits and Memorandum of Tower Lease Agreement attached.

MEMORANDUM OF TOWER LEASE AGREEMENT

This MEMORANDUM OF TOWER LEASE AGREEMENT is made this ____ day of _____, 2015, between **The City of Dover**, a municipal corporation, with its principal offices located at 288 Central Avenue, Dover, New Hampshire 03820 hereinafter referred to as "LESSOR", and **Bell Atlantic Mobile of Massachusetts Corporation, Ltd.**, a Bermuda corporation, **d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Basking Ridge, NJ 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a TOWER LEASE AGREEMENT (the "Agreement") on _____, 2015 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.
2. Pursuant to the Agreement the LESSOR leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower which is to be constructed as described in the Agreement, and hereinafter referred to as the "New Tower" or "Tower", to be located at 271 Mast Road, Dover, Strafford County, New Hampshire, as shown on the Tax Map of the City of Dover as Map H, Lot 58, and being further described in Deed Book 648 at Page 271 and Deed Book 648 at Page 272 as recorded in the Office of Strafford County Registry of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land containing approximately Three Hundred (300) square feet (approximately 11'6" x 26') for LESSEE's equipment shelter and a parcel of land containing approximately forty (40) square feet (approximately 4' x 10') for LESSEE's concrete pad and propane tank (collectively the "Land Space") sufficient for the installation of LESSEE's ground equipment ("Ground Equipment"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty foot (20') wide right-of-way for access (the "Access Easement") and the non-exclusive right for the installation and maintenance of utility wires, cables, conduits, and pipes under and through a ten foot (10') wide right-of-way for utilities (the "Utilities Easement"), both the Access Easement and the Utilities Easement extending from the nearest public right-of-way, Mast Road, to the Land

Space; and together with any further rights of way (the "Further Rights of Way") under and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, cables, conduits, and pipes. Notwithstanding anything contained to the contrary in the Agreement, all utility wires, cables, conduits and pipes shall be installed underground within the Utilities Easement. The LESSEE may install utility wires/cables in existing underground conduits within the Utilities Easement, if any, whenever possible. Should installation of utility wires/cables in existing underground conduits within the Utilities Easement, if any, not be feasible/possible, the LESSEE shall install additional/new underground conduit(s) within the Utilities Easement for its utility wires/cables. Any additional/new underground conduit(s) within the Utilities Easement shall be able to accommodate any necessary utilities wires/cables for the LESSEE, the LESSOR and up to two (2) additional wireless providers that locate on the New Tower. The Tower Space, Land Space, Access Easement, Utilities Easement and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Access Easement and/or the Utilities Easement or Further Rights of Way, as mutually determined by the public utility in consultation with the LESSOR, the LESSOR hereby agrees to grant an additional right-of-way(s) under and through the Property either to the LESSEE or to the public utility at no cost to the LESSEE.

3. Pursuant to the Agreement the Lease term shall commence based upon the date LESSEE is granted a building permit for the installation of LESSEE's Tower Equipment and Ground Equipment by the governmental agency charged with issuing such permits. In the event the date at which LESSEE is granted a building permit for the installation of LESSEE's Tower Equipment and Ground Equipment falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Lease term shall commence on the 1st day of the following month (either the "Commencement Date").
4. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the New Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE. Should there be any inconsistencies between the terms, covenants and provisions of the Agreement and this Memorandum, the terms of the Agreement shall control.

6. A copy of the Agreement is on file at the offices of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

The Dover City Council approved this Memorandum of Tower Lease Agreement on _____, 2015.

LESSOR: The City of Dover

By: _____

J. Michael Joyal, Jr.

Its: City Manager

STATE OF _____)

)

COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned notary public, personally appeared Michael Joyal, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as City Manager of The City of Dover.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2015.

Notary Public

My Commission Expires: _____

(SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE)

**LESSEE: Bell Atlantic Mobile of
Massachusetts Corporation, Ltd. d/b/a
Verizon Wireless**

By: _____
David R. Heverling
Area Vice President Network

STATE OF MASSACHUSETTS)
)
COUNTY OF WORCESTER) ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned notary public, personally appeared David R. Heverling, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Bell Atlantic Mobile of Massachusetts Corporation, Ltd. d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

EXHIBIT "A"
TOWER SPACE, LAND SPACE, ACCESS EASEMENT, UTILITIES EASEMENT
AND FURTHER RIGHTS OF WAY

SITE NAME: DOVER 2 NH
SITE NUMBER:
ATTY/DATE: MINASIAN & BECKER/2015

TOWER LEASE AGREEMENT

This Agreement, made this day of , 2015, between The City of Dover, a municipal corporation, with its principal offices located at 288 Central Avenue, Dover, New Hampshire 03820, hereinafter designated LESSOR and Bell Atlantic Mobile of Massachusetts Corporation, Ltd., a Bermuda corporation, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, which is to be constructed as hereinafter described, and hereinafter referred to as the "New Tower", or "Tower", to be located at 271 Mast Road, Dover, Strafford County, New Hampshire, as shown on the Tax Map of the City of Dover as Map H, Lot 58, and being further described in Deed Book 648 at Page 271 and Deed Book 648 at Page 272 as recorded in the Office of Strafford County Registry of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land containing approximately Three Hundred (300) square feet (approximately 11'6" x 26') for LESSEE's equipment shelter and a parcel of land containing approximately forty (40) square feet (approximately 4' x 10') for LESSEE's concrete pad and propane tank (collectively the "Land Space") sufficient for the installation of LESSEE's ground equipment ("Ground Equipment"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, or along a twenty foot (20') wide right-of way for access (the "Access Easement") and the non-exclusive right for the installation and maintenance of utility wires, cables, conduits, and pipes under and through a ten foot (10') wide right-of-way for utilities (the "Utilities Easement"), both the Access Easement and the Utilities Easement extending from the nearest public right-of-way, Mast Road, to the Land Space; and together with any further rights of way (the "Further Rights of Way") under and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, cables, conduits, and pipes. Notwithstanding anything to the contrary herein, all utility wires, cables, conduits, and pipes shall be installed underground within the Utilities Easement. The LESSEE may install utility wires/cables in existing underground conduits within the Utilities Easement, if any, whenever possible. Should installation of utility wires/cables in existing underground conduits within the Utilities Easement, if any, not be feasible/possible, the LESSEE shall install additional/new underground conduits within the Utilities Easement for its utility wires/cables. Any additional/new underground conduit(s) within

the Utilities Easement shall be installed at the LESSEE's expense, except as hereinafter provided and shall be able to accommodate any necessary utility wires/cables for the LESSEE, the LESSOR, and up to two (2) additional wireless providers that locate on the New Tower. The Tower Space, Land Space, Access Easement, Utilities Easement and Further Rights of Way, if any, are substantially described in Exhibit "A" attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Access Easement and/or the Utilities Easement or Further Rights of Way, as mutually determined by the public utility in consultation with the LESSOR, the LESSOR hereby agrees to grant an additional right-of-way(s) under and through the Property either to the LESSEE or to the public utility at no cost to the LESSEE.

2. NEW TOWER CONSTRUCTION WORK/LESSEE EQUIPMENT. LESSOR grants LESSEE the right to perform certain work in connection with the design, construction, installation and permitting of a New Tower (the "New Tower"), which New Tower is intended to be a 150' monopole able to accommodate the transmissions/communications equipment of LESSEE, the LESSOR, and at least two (2) additional wireless carriers, but the actual height and capacity of such New Tower will be subject to receipt of all Governmental Approvals as hereinafter defined, and which new Tower will be owned by LESSOR, in the location agreed to by the Parties and as shown on Exhibit "A" (3 pages) attached hereto and made a part hereof (all of such work being referred to herein as the "New Tower Construction Work"). If LESSEE is not permitted, for any reason, to build the monopole of the size desired by LESSOR and LESSEE, LESSEE can terminate this Lease upon written notice to LESSOR. All reasonable and necessary, in LESSEE's reasonable judgment, costs and expenses of such New Tower Construction Work, including, but not limited to, surveying, designing, engineering, permitting, manufacturing, constructing, transporting, installing and erecting the New Tower and compound, said compound being as substantially described in said Exhibit "A" attached hereto and made a part hereof, including but not limited to the installation of utility conduits, cables, wires, pipes and meters and related equipment for utilities for additional wireless carriers or providers other than LESSEE (collectively, the "Construction Costs"), which shall not include the costs of the installation of the LESSEE's Tower Equipment and Ground Equipment on or around the New Tower, shall be initially paid by LESSEE, unless otherwise specified herein, and all such Construction Costs documented pursuant to paragraph 3 herein shall be subject to deduction from future installments of rent (the "Rent Abatement"), until all said documented Construction Costs are repaid to LESSEE in full through a rent abatement mechanism as hereinafter provided (in Section 3 below and in Exhibits D and D-1 attached hereto). As the exact amount of the total Construction Costs is not known at this time, upon completion of the New Tower Construction Work, the total amount of Construction Costs will be inserted into Exhibit D and the rent abatement schedule in Exhibit D-1 shall be adjusted to reflect a total reimbursement to LESSEE in accordance with the rent abatement mechanism set forth below, and the parties will attach the updated Exhibits D and D-1 to the Lease, which new Exhibits D and D-1 shall become a part hereof and shall supercede the prior Exhibits D and D-1.

LESSOR and LESSEE agree that subject to receipt of all Governmental Approvals (as defined below) for performance of the New Tower Construction Work, LESSEE shall have the right to undertake the New Tower Construction Work and to enter into a contract for such construction of the New Tower in the location as agreed to by the Parties and as shown on Exhibit "A" (3 pages) attached hereto and made a part hereof. Prior to construction of the New Tower, LESSEE shall provide LESSOR, for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, with more detailed drawings depicting both the location and specifications for the New Tower Construction Work, which shall be subject to any changes needed to comply with Governmental Approvals or necessary engineering requirements. LESSOR hereby consents to the performance of the New Tower Construction Work and installation of LESSEE's Tower Equipment and Ground Equipment by a contractor selected by LESSEE.

All New Tower Construction Work, and the subsequent installation of LESSEE's Tower Equipment and Ground Equipment, shall be performed in a good and workmanlike manner, in accordance with all Governmental Approvals and requirements. As the Property is in a groundwater management zone, no temporary fuel storage for construction equipment is permitted, refueling of such equipment must be performed in a safe and workmanlike manner, and any spill or leak of fuel or hydraulic fluid must be reported to the LESSOR immediately and cleaned up by the LESSEE. The New Tower shall, upon completion of its construction and receipt of any required Governmental Approvals, become and remain the property of LESSOR and LESSEE agrees to provide LESSOR with a Bill of Sale for the same as necessary to complete such transfer. Thereafter, LESSOR may, at its reasonable discretion and subject to the provisions of this Agreement, including but not limited to Paragraph 17, lease space on the New Tower to at least two additional anticipated other providers and/or locate its own communication equipment on the New Tower in accordance with any applicable local zoning requirements.

LESSEE agrees to undertake the New Tower Construction Work upon receipt of all necessary Governmental Approvals, as same may be reasonably extended due to delays as may be encountered on account of weather and site conditions, LESSOR's fulfillment of its obligations, including any third party approvals, and force majeure. LESSEE'S construction of the New Tower shall not unreasonably impede LESSOR's ordinary and regular use of the Property. At the commencement of construction LESSEE shall provide the LESSOR with a written good faith estimate of the construction schedule/timetable and update said schedule/timetable with any material changes thereafter.

Subject to completion of the New Tower Construction Work as provided above, LESSEE shall have the right to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto ("LESSEE's Tower Equipment and Ground Equipment"), with LESSEE to be the first tenant on the New Tower and having priority as to location on the New Tower. Thereafter, LESSEE shall have, and hereby reserves, the right to replace the LESSEE's Tower Equipment and Ground Equipment, with similar and comparable

equipment, in approximately the same location on the Tower as the locations shown on Exhibit "A" with respect to said Tower Equipment, or elsewhere if otherwise agreed to by the parties, provided said replacement does not increase the loading of said New Tower and is subject to the terms of Section 17 below. The operation and maintenance of LESSEE's Tower Equipment and Ground Equipment shall be in accordance with all applicable terms and conditions of this Lease.

3. RENT ABATEMENT. As consideration for LESSEE's New Tower Construction Work, LESSEE shall be entitled to the Rent Abatement, which shall be sufficient for LESSEE to recover the entire amount of the New Tower Construction Costs. Such Rent Abatement shall be payable as follows. Beginning on the Commencement Date, as hereinafter defined, LESSEE's rent, as set forth in Section 5 hereof, shall be reduced by fifty percent (50%) of the then current rent ("Fifty Percent Rate") and rent payments (as the same are escalated each five (5) year term by fifteen (15%) percent as provided for below in this Lease) shall continue to be paid by LESSEE at the Fifty Percent Rate until LESSEE has fully recouped all of said reasonable and necessary Construction Costs. The parties agree that upon completion of the New Tower Construction Work, LESSEE shall provide to LESSOR documentation reasonably supporting the Construction Costs, and the parties will promptly execute the Agreement attached hereto as Exhibits D and Exhibit D-1 setting forth the Rent Abatement schedule. Upon recovery in full by LESSEE of the Construction Costs, the Rent Abatement at the Fifty Percent Rate shall cease and the rent shall be paid to LESSOR at the then current rent (as such current rent has escalated each term as provided for in the Lease). On the first day of the month following the annual anniversary of the rent date in which year the New Tower Construction Costs have been fully recouped by LESSEE, LESSEE shall pay the then current rent in full. If, as a result of a breach of this Agreement by the LESSOR, this Agreement is terminated or expires prior to the date by which LESSEE has recouped all of the New Tower Construction Cost, LESSOR shall, if requested by LESSEE, pay LESSEE any remaining amounts not previously reimbursed to LESSEE within sixty (60) days.

4. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey, if performed and stamped by a New Hampshire licensed land surveyor, shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

5. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due, subject to the agreement regarding Rent Abatement pursuant to Exhibits D and D-1 attached hereto, at a total annual rental of Thirty Thousand and No/100 Dollars (\$30,000.00) to be paid in annual installments on the Commencement Date and thereafter on the annual

anniversary thereof, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 26 below. The Lease term shall commence based upon the date LESSEE is granted a building permit for the installation of LESSEE's Tower Equipment and Ground Equipment by the governmental agency charged with issuing such permits. In the event the date at which LESSEE is granted a building permit for the installation of LESSEE's Tower Equipment and Ground Equipment falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Lease term shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that the initial annual rental payment shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payment for January 1 on February 1. Each subsequent annual rental payment shall be due and payable on the annual anniversary of the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other reasonable and customary documentation requested by LESSEE (and as reasonably agreed to by the LESSOR, which agreement shall not be unreasonably withheld, conditioned or delayed), that may be required by LESSEE or its service providers in order for LESSEE to process its rental payments. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 27.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph.

c. LESSOR shall, at all times during the Term, make available electrical service and telephone service access within the Premises. LESSOR shall have no responsibility for the costs of LESSEE's electrical service and/or telephone service. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at

the Premises for the measurement of electrical power used by LESSEE's installation, as well as the measurement of electrical power used by any additional wireless providers that locate on the New Tower. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at: Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises in such locations as reasonably approved by LESSOR.

6. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Should LESSEE terminate this Agreement pursuant to this Section it shall have no further right to recoupment of construction costs from the LESSOR following such termination.

7. EXTENSION RENTALS. Annual rent shall increase by fifteen percent (15%) from the prior five (5) year term for each additional five (5) year renewal term. Specifically, the annual rental for the first (1st) five (5) year extension term shall be increased to Thirty Four Thousand Five Hundred and No/100 Dollars (\$34,500.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Thirty Nine Thousand Six Hundred Seventy Five and No/100 Dollars (\$39,675.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Forty Five Thousand Six Hundred Twenty Six and 25/100 Dollars (\$45,626.25); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Fifty Two Thousand Four Hundred Seventy and 19/100 Dollars (\$52,470.19).

8. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional one (1) year term shall be equal to the annual rental payable with respect to the immediately preceding term plus an additional two percent (2%). The initial term and all extensions shall be collectively referred to herein as the "Term".

9. TAXES. LESSEE shall have the responsibility to pay any personal property and/or, real estate taxes, assessments, or charges owed based upon its use and/or occupancy of the Property, including a pro rata share of any taxes resulting from the construction or ownership of the New Tower, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property resulting from LESSEE's use and/or occupation of the Property, including a pro rata share any taxes resulting from the construction or ownership of the New Tower. The failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Agreement by the LESSOR. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. The LESSEE shall reimburse the LESSOR on a pro rata basis for any taxes, levies, assessments and other charges imposed upon the LESSOR due to its ownership of the New Tower. Notwithstanding the foregoing, LESSEE shall have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise or for any taxes attributable to the use and occupancy of the New Tower by any third party carrier. In the event LESSEE is assessed any taxes for the construction or ownership of the New Tower, LESSEE shall pay such taxes if LESSEE is the sole carrier on the New Tower, but any subsequent carriers shall be required to pay their pro rata share of any such taxes from and after the date of their leasing of space on the New Tower, as well as any taxes attributable to the use and occupancy of the New Tower by such carriers, as set forth on Exhibit E. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed by the LESSOR on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

10. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a wireless communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense, except as otherwise provided herein, and their installation on or in the Premises shall be at the discretion and option of LESSEE consistent with the terms of this Agreement. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof provided the same are substantially within the same locations on/in the New Tower, the Premises, and/or Property, or otherwise provided LESSOR has given its consent, which consent shall not be unreasonably withheld or

delayed, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term of this Agreement and consistent with the provisions of Paragraph 17 of this Agreement. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE to complete the New Tower Construction Work and install LESSEE's Tower Equipment and Ground Equipment and permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed New Tower Construction Work and installations thereon and with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority (excluding those that are a result of the action or inaction of the LESSEE regarding such previously issued Governmental Approval); (iii) LESSEE determines in good faith that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines in good faith that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines in good faith that the Premises is no longer technically or structurally compatible for the New Tower Construction Work or its own use, or (vi) LESSEE, in its sole discretion, determines in good faith that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. Should LESSEE terminate this Agreement pursuant to this Section it shall have no further right to recoupment of construction costs from the LESSOR following such termination, unless such termination results from LESSOR's breach of this Agreement. Notwithstanding anything herein to the contrary, in the event of (v) or (vi) only, if LESSEE exercises its right to terminate, LESSEE shall give LESSOR at least three (3) months' written notice in accordance with Section 26, and pay LESSOR a termination fee equal to six (6) months of the then current monthly rent (annual rent divided by twelve (12)).

11. INDEMNIFICATION. Subject to Paragraph 12 below, each Party shall indemnify and hold the other harmless, within the limits of their respective liability insurance policies, against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

12. INSURANCE.

- a. Notwithstanding the indemnity in Section 11, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured for claims caused by LESSOR's negligence.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the New Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of acts of war, terrorism, flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the New Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 11 and 33, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR in accordance with Section 26 hereof. Should LESSEE terminate this Agreement pursuant to this Section it shall have no further right to recoupment of construction costs from the LESSOR following such termination. Notwithstanding anything herein to the contrary, if LESSEE exercises its right to terminate under this Section after LESSEE has been reimbursed for all of the Construction Costs, LESSEE shall pay LESSOR a termination fee equal to six (6) months of the then current monthly rent (annual rent divided by twelve (12)).

15. ACCESS TO NEW TOWER. LESSOR agrees the LESSEE shall have free non-exclusive access to the New Tower and the Property at all times for the purpose of constructing the New Tower and installing and maintaining LESSEE's Tower Equipment and Ground Equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and New Tower location. LESSEE agrees that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

16. NEW TOWER COMPLIANCE. LESSEE covenants that during the term of this Agreement it will maintain and keep the New Tower in good repair as required by all applicable Laws (as defined in Paragraph 36 below), provided that:

(a) any/all subsequent carriers who enter into leases, licenses or other agreements with the LESSOR for use of space on the New Tower ("Additional Carrier") shall be required, under such leases, licenses or other agreements, to reimburse LESSEE for their proportionate share (based on the number of carriers, for example, if there is one (1) Additional Carrier after LESSEE, then such Carrier's proportionate share shall be one-half, or if there are two (2) such carriers in addition to LESSEE, then each of the three (3) carriers shall pay one-third (1/3), and so forth) of any and all maintenance costs and expenses incurred by LESSEE in the maintenance and repair of the New Tower and related "common" areas within the compound ("Maintenance Costs and Expenses"), with any such Maintenance Costs and Expenses being so billed to such carriers once per year with supporting documentation provided if requested by the carrier(s);

(b) any Additional Carrier must do a structural analysis, reasonably acceptable to LESSEE, before installing any equipment on the New Tower, and should any modifications be recommended by such analysis, or if any Additional Carrier going on the New Tower causes the

New Tower to require structural modifications to support the Additional Carrier's equipment, such Additional Carrier shall pay the entire cost thereof, notwithstanding anything herein to the contrary;

(c) each such Additional Carrier shall be required to carry insurance in amounts no less than those required of LESSEE under this Agreement, and each such Additional Carrier shall include LESSEE as an additional insured on its Commercial General Liability and Auto Liability policies;

(d) each such Additional Carrier shall be required to hold LESSEE and LESSOR harmless and indemnify LESSEE and LESSOR substantially in the same manner as set forth in Sections 11 and 33 hereof with each Additional Carrier being responsible for the full cost of any repair or damage caused by it, its employees, contractors or agents; and

(e) each Additional Carrier agreement shall also include that for purposes of enforcement of the foregoing terms, LESSEE shall be a third party beneficiary of such agreement and be entitled to pursue such Additional Carrier(s) directly in event such amounts are not paid or such obligations not met.

LESSOR shall ensure that terms substantially similar to those outlined in (a), (b), (c), (d) and (e) above (or substantially as set forth in Exhibit E attached hereto and made a part hereof) shall be included in any leases, licenses or other agreements it enters into for the New Tower with any Additional Carriers, and for this purpose, such Exhibit E may be used as a rider to such Additional Carrier leases or licenses to satisfy such requirement. The terms set forth in (a) through (e) above shall not apply to the LESSEE should it install equipment on the Tower consistent with its rights herein.

LESSEE shall comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the New Tower structure or its appurtenances.

All antenna(s) on the New Tower must be identified by a marking fastened securely to its bracket on the New Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Throughout the Term, LESSOR shall use commercially reasonable efforts to supply to LESSEE, upon request, copies of all structural analysis reports, surveys and intermodulation studies that are done by LESSOR or on LESSOR's behalf, or provided to LESSOR, if any, with respect to the New Tower and/or the Premises. Not later than thirty (30) days following the execution of this Agreement LESSEE shall supply to LESSOR copies of any/all surveys, structural analysis reports, and intermodulation studies that it has done, or had done on its behalf, with respect to the Property and/or the New Tower, and throughout the Term LESSEE shall use commercially reasonable

efforts to supply to LESSOR, upon request, copies of all surveys, structural analysis reports, and intermodulation studies that LESSEE has done, or had done on its behalf, with respect to the New Tower after the completion of the same, it being agreed by the Parties that the supplying of any and all such surveys, structural analysis reports and/or intermodulation studies by LESSEE or LESSOR shall be without any representation or warranty by LESSEE or LESSOR as to their accuracy or as to any other matters, and failure of either party to supply the same shall not be a default for which the other party can terminate this Agreement.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the New Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all reasonable costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination, which shall not be unreasonably withheld, conditioned or delayed;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

17. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR shall be entitled to require LESSEE to remove or relocate such equipment if, despite LESSEE's good faith effort to remedy the interference issue, it is not remedied within six (6) months of LESSOR's written notice to LESSEE. LESSOR agrees that LESSOR and/or

any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Notwithstanding the foregoing, the LESSEE shall attempt to resolve all interference issues with any other tenants of the Property in good faith prior to seeking equitable remedies.

18. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition (but shall have no obligation to remove the New Tower), reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

19. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 18 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 18 and this Paragraph 19, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 18 shall be equal to the rent applicable during the month (then current annual rent divided by twelve (12)) immediately preceding such expiration or earlier termination.

20. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the New Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer in writing within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. If LESSEE chooses not to exercise its right of first refusal under this provision, LESSEE may, in the alternative, terminate this Agreement. Should LESSEE

terminate this Agreement pursuant to this Section it shall have no further right to recoupment of construction costs from the LESSOR following such termination.

21. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

22. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises for the purposes set forth in this Agreement.

23. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

24. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

25. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Hampshire.

26. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the

Property is located by reason of a merger, acquisition or other business reorganization. LESSEE will use reasonable good faith efforts to provide LESSOR with information on any such sale, assignment, or transfer after such event, however, LESSEE's failure to do so will not be considered an obligation for which LESSEE may be held in default hereunder. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

27. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Dover
288 Central Avenue
Dover, New Hampshire 03820
Attention: City Manager

LESSEE: Bell Atlantic Mobile of Massachusetts Corporation, Ltd.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

28. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

29. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, New Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the New Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond

applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the New Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the New Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

30. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

31. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with LESSOR's ability to conduct its operations on the Property; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required

for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

32. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of New Hampshire; provided, however, that both parties shall use reasonable efforts to mitigate their damages in connection with any default. If either party so performs any of the other Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the Party shall immediately be owing by the other Party.

33. ENVIRONMENTAL.

a. The Parties will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises, unless such

conditions or concerns are caused by the activities of the other, with the LESSOR being responsible for activity formerly conducted on the Property.

b. Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect; and/or b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by the other.

34. CASUALTY. In the event of damage by fire or other casualty to the New Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

35. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or New Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice

of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. Should LESSEE terminate this Agreement pursuant to this Section it shall have no further right to recoupment of construction costs from the LESSOR following such termination, unless such termination results from LESSOR's breach of this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

36. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the approval of the Dover City Council and the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

37. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, excluding the New Tower, in compliance with any/all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

38. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

39. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

The Dover City Council approved this Agreement on _____, 2015.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: The City of Dover

By: _____
J. Michael Joyal, Jr.

WITNESS

Its: City Manager

Date: _____

LESSEE: Bell Atlantic Mobile of
Massachusetts Corporation, Ltd.
d/b/a Verizon Wireless

By: _____
David R. Heverling

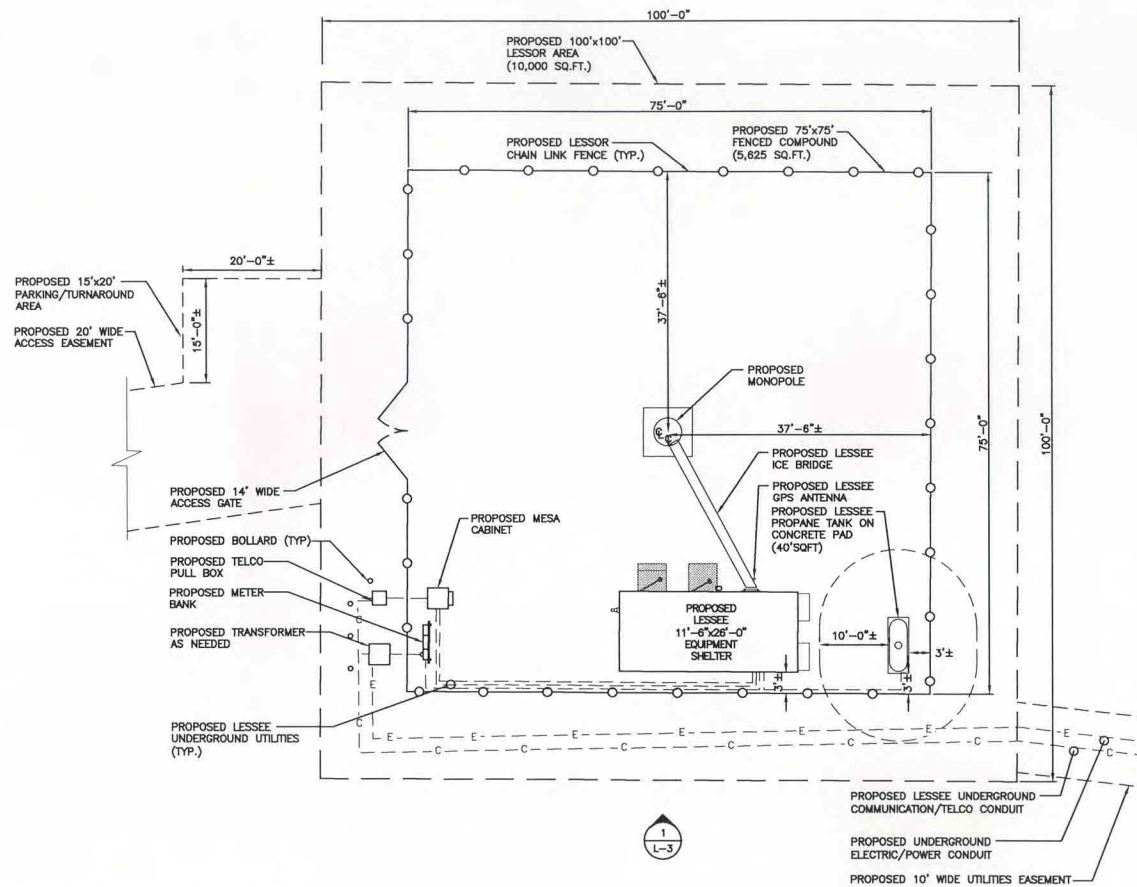
WITNESS

Its: Area Vice President Network

Date: _____

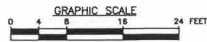
EXHIBIT "A"

**TOWER SPACE, LAND SPACE, ACCESS EASEMENT, UTILITIES EASEMENT
AND FURTHER RIGHTS OF WAY, IF ANY**



COMPOUND PLAN
SCALE: 1/8"=1'-0"

1
L-2



LEASE EXHIBIT



PREPARED BY:

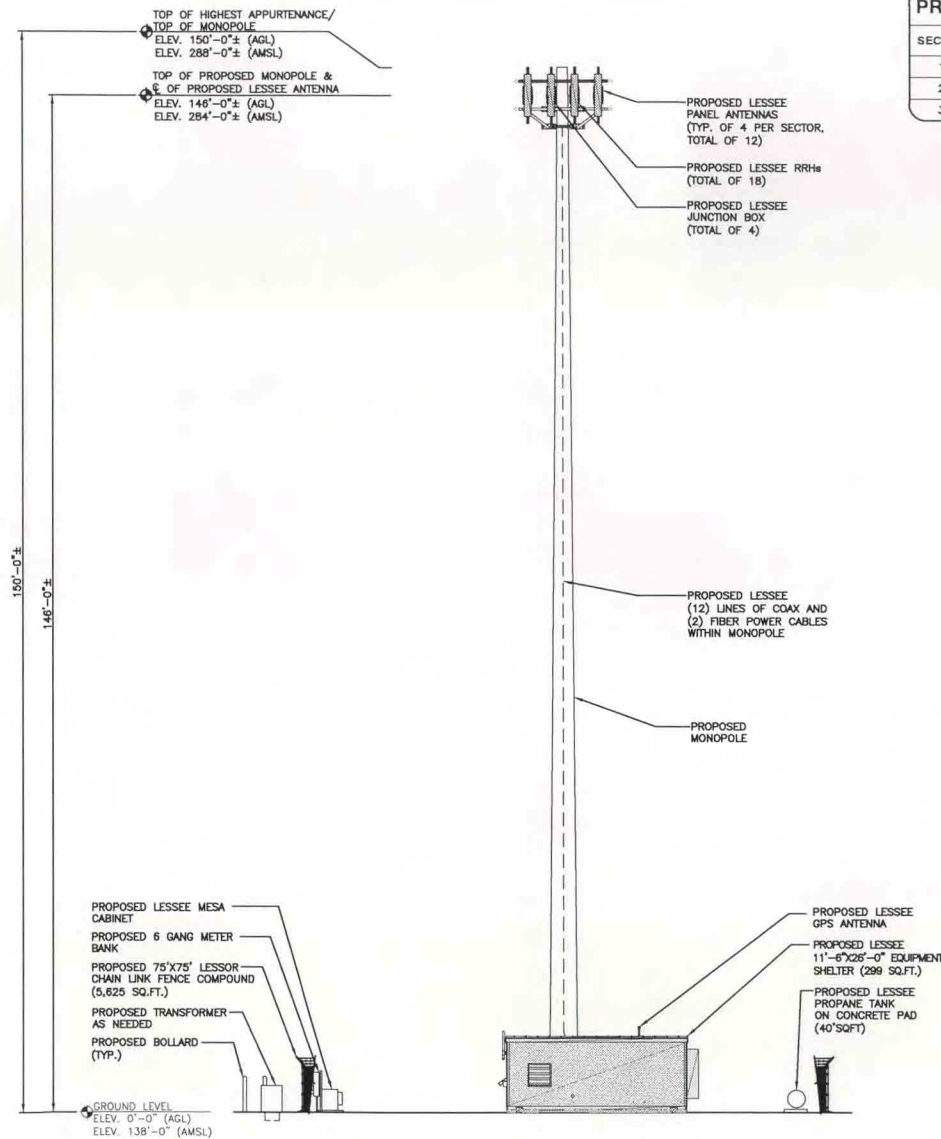
COMPOUND PLAN

REV	DATE	DESCRIPTION	BY	CHK	APP'D
1	02/22/14	ISSUED FOR REVIEW	JL	JL	DPH
2	04/22/14	REVISED PER COMMENTS	JL	JL	DPH
3	05/06/15	ISSUED FOR REVIEW	JL	JL	DPH
4	05/18/15	REVISED PER COMMENTS	JL	JL	DPH
5	06/09/15	REVISED PER COMMENTS	JL	JL	DPH
6	06/25/15	REVISED PER COMMENTS	JL	JL	DPH

REGISTERED ENGINEER

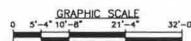
DOVER 2 NH
271 MAST ROAD
DOVER, NH 03820

L-2



SOUTH ELEVATION
SCALE: 3/32"=1'-0"

1
1-3



PROPOSED ANTENNA INFORMATION

SECTOR	STATUS	AZIMUTH	CABLE LENGTH
1	PROPOSED	T.B.D.	210'
2	PROPOSED	T.B.D.	210'
3	PROPOSED	T.B.D.	210'

NOTE: CABLE LENGTH = EXACT LENGTH PLUS 25'

LEASE EXHIBIT



1000 WASHINGTON STREET
BUILDING 20 NORTH SUITE 300
N. ANDOVER, MA 01850
TEL: (978) 532-5553
FAX: (978) 534-5588

PREPARED BY:

ELEVATION

REV	DATE	DESCRIPTION	BY	CHK	APP'D
1	07/22/14	ISSUED FOR REVIEW	SS	JK	DPL
2	08/22/14	REVISED PER COMMENTS	SS	JK	DPL
3	09/08/15	ISSUED FOR REVIEW	JV	JK	DPL
4	09/18/15	REVISED PER COMMENTS	JV	JK	DPL
5	09/08/15	REVISED PER COMMENTS	SS	JK	DPL
6	09/22/15	REVISED PER COMMENTS	MS	JK	DPL

REGISTERED ENGINEER

DOVER 2 NH
271 WAST ROAD
DOVER, NH 03820

L-3

EXHIBIT "B"

LESSEE'S TOWER AND GROUND EQUIPMENT

Twelve (12) Panel Antennas at approximately 146' AGL
Four (4) Junction Distribution Boxes
Eighteen (18) Remote Radio Heads
Two (2) Fiber Power Cables within the monopole
Twelve (12) lines of coax within the monopole
Coax Runs and Cable Trays
Ice Bridge
GPS Antenna
Propane Generator
Concrete Pad for Propane Tank (approximately 4' x 10')
Propane Tank
Equipment Shelter (approximately 11' 6" x 26' 0")
Mesa Cabinet

all as further shown, together with ground space and equipment appurtenances and utility appurtenances, on Exhibit "A" attached hereto.

EXHIBIT D

NEW TOWER CONSTRUCTION COST AGREEMENT

This Agreement, made this day of , 2015, between The City of Dover, a municipal corporation, with its principal offices located at 288 Central Avenue, Dover, New Hampshire 03820, hereinafter designated LESSOR and Bell Atlantic Mobile of Massachusetts Corporation, Ltd., a Bermuda corporation, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE.

WHEREAS, LESSOR and LESSEE entered into a Tower Lease Agreement dated _____, 2015 (the "Tower Lease") relating to the construction of a New Tower and the Lease of certain space thereon and adjacent thereto at LESSOR's tower site at 271 Mast Road, Dover, Strafford County, New Hampshire 03820; and

WHEREAS, pursuant to Paragraph 3 of the Tower Lease, LESSOR and LESSEE have agreed to execute an Agreement confirming their agreement regarding the repayment to LESSEE by LESSOR through Rent Abatement of all of the Construction Costs, as defined in said Tower Lease, in consideration of the LESSEE's payment of the Construction Costs, as defined in said Tower Lease, that LESSEE is entitled to recover by deducting from future installments of rent.

NOW THEREFORE, LESSOR and LESSEE hereby confirm that the Rent Abatement under the Tower Lease is the amount of the total of all Construction Costs incurred by or on behalf of LESSEE in the construction of said New Tower, the abatement schedule for which is affixed as Exhibit D-1 hereto. All of the terms and provisions of the Tower Lease are hereby ratified and affirmed.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Agreement to be duly executed as of the day and year first above-mentioned.

LESSOR: The City of Dover

By: _____

Its: _____

Date: _____

WITNESS

WITNESS

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

LESSEE: Bell Atlantic Mobile of
Massachusetts Corporation, Ltd. d/b/a
Verizon Wireless

By: _____

David R. Heverling
Its: Area Vice President Network

WITNESS

WITNESS

Date: _____

EXHIBIT D-1

RENT SCHEDULE WITH RENT ABATEMENT

Total Construction Costs to be abated: \$ _____

DATE:	RENT:	50%Unabated/payable	50%Abated
Rent start date:			
Year 1	\$30,000.00	\$15,000.00	\$15,000.00
Year 2	\$30,000.00	\$15,000.00	\$15,000.00
Year 3	\$30,000.00	\$15,000.00	\$15,000.00
Year 4	\$30,000.00	\$15,000.00	\$15,000.00
Year 5	\$30,000.00	\$15,000.00	\$15,000.00
15% escalation			
Year 6	\$34,500.00	\$17,250.00	\$17,250.00
Year 7	\$34,500.00	\$17,250.00	\$17,250.00
Year 8	\$34,500.00	\$17,250.00	\$17,250.00
Year 9	\$34,500.00	\$17,250.00	\$17,250.00
Year 10	\$34,500.00	\$17,250.00	\$17,250.00
15% escalation			
Year 11	\$39,675.00	\$19,837.50	<u>\$19,837.50</u>
Year 12	\$39,675.00	\$19,837.50	<u>\$19,837.50</u>
Year 13	\$39,675.00	\$19,837.50	<u>\$19,837.50</u>
Year 14	\$39,675.00	\$19,837.50	<u>\$19,837.50</u>
Year 15	\$39,675.00	\$19,837.50	<u>\$19,837.50</u>
15% escalation			
Year 16	\$45,626.25	\$22,813.12	<u>\$22,813.13</u>
Year 17	\$45,626.25	\$22,813.12	<u>\$22,813.13</u>
Year 18	\$45,626.25	\$22,813.12	<u>\$22,813.13</u>
Year 19	\$45,626.25	\$22,813.12	<u>\$22,813.13</u>
Year 20	\$45,626.25	\$22,813.12	<u>\$22,813.13</u>

EXHIBIT D-1 (PAGE 2)

RENT SCHEDULE WITH RENT ABATEMENT

15% escalation

Year 21	\$52,470.19	\$26,235.24	<u>\$26,235.25</u>
Year 22	\$52,470.19	\$26,235.24	<u>\$26,235.25</u>
Year 23	\$52,470.19	\$26,235.24	<u>\$26,235.25</u>
Year 24	\$52,470.19	\$26,235.24	<u>\$26,235.25</u>
Year 25	\$52,470.19	\$26,235.24	<u>\$26,235.25</u>

Notwithstanding anything herein to the contrary, the rent abatement shall commence upon the Commencement Date as defined in the Lease and continue in the manner set forth in this schedule until the Construction Costs have been reimbursed in full to LESSEE, which may be less than the twenty-five (25) years depicted above. Upon such full reimbursement, said rent abatement will cease and rent will return to full annual rent provided for in this Agreement, commencing on the next annual rent installment date. If, after a rental installment to be paid hereunder, there remains an amount of the Construction Costs due to LESSEE that is less than a full annual 50% unabated rent installment payable hereunder, that remaining balance due LESSEE shall be set off from the next installment of annual rent payable under the Lease. Thereafter, the reimbursement to LESSEE for Construction Costs shall have been completed and the rent abatement shall terminate, with LESSEE thereafter paying LESSOR the full annual rent due under this Lease commencing on the next annual rent installment date.

EXHIBIT E (2 pages)

Provisions to be included in subsequent Additional Carrier leases or licenses [may be attached as a referenced Rider to such leases or licenses]:

In recognition that Verizon Wireless (or its successors and assigns) ("VZW") will be maintaining the Tower, the LESSEE/Additional Carrier ("LESSEE") agrees as follows:

Insurance and Indemnity:

LESSEE will maintain at its own cost insurance coverages at least equal to the following:

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR and VZW as additional insureds on the Commercial General Liability and Auto Liability policies.

LESSEE shall indemnify and hold harmless the LESSOR and VZW within the limits of its liability insurance policies, against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR or VZW or their employees, contractors or agents.

Environmental:

LESSEE shall hold harmless and indemnify the LESSOR and VZW from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSEE's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect; and/or b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property

or activities conducted thereon by the LESSEE, unless such environmental conditions are caused by the LESSOR or VZW.

Maintenance Costs:

LESSEE shall annually reimburse VZW for its proportionate share (based on the number of carriers, for example, if there is one (1) Additional Carrier after VZW, then such Carrier's proportionate share shall be one-half, or if there are two (2) such carriers in addition to VZW, then each of the three (3) carriers shall pay one-third (1/3), and so forth) of any and all maintenance costs and expenses for maintaining the Tower and related common areas. LESSEE shall be entitled to documentation supporting the annual maintenance costs if it requests the same from VZW.

Structural Analyses and Compliance with Laws:

LESSEE must do a structural analysis, reasonably acceptable to VZW and LESSOR, before installing any equipment on the Tower, and should any modifications be recommended by such analysis, or if LESSEE causes the Tower to require structural modifications to support its equipment, LESSEE shall pay the entire cost thereof.

LESSEE shall comply with all rules and regulations enforced by the Federal Communications Commission applicable to its equipment on the Tower.

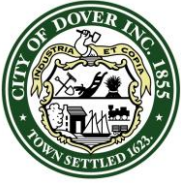
LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, in any way related to LESSEE's use of and activities at the Tower and compound, unless such conditions or concerns are caused by the activities of VZW or LESSOR.

Taxes:

In the event VZW is assessed any taxes for the construction or ownership of the New Tower, LESSEE shall pay VZW its pro rata share of any such taxes pursuant to the same formula set forth above with respect to Maintenance Costs. LESSEE shall also have the responsibility to pay any personal property and/or real estate taxes, assessments, or charges owed based upon its use and/or occupancy of the Property, and any sales tax imposed on the rent including any increase in real estate taxes at the Property resulting from LESSEE's use and/or occupation of the Property.

Third Party Beneficiary:

For purposes of the enforcement of the foregoing provisions, LESSEE agrees that VZW shall be a third party beneficiary hereunder and entitled to make claims against LESSEE directly in the event the maintenance costs or taxes due VZW are not paid or any of the other obligations set forth above are not complied with.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O -2015.10.14 – 021**
Ordinance Title: **Boards, Commissions and Committees**
Chapter: **5**
Section: **25 Heritage Commission**

The City of Dover Ordains:

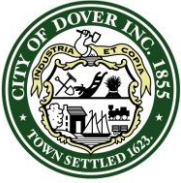
1. PURPOSE

The purpose of this ordinance is to amend Chapter 5 entitled “Boards, Commissions and Committees” by adding a new section 5-25 entitled Heritage Commission.

2. AMENDMENT

Chapter 5 entitled “Boards, Commissions and Committees” index is hereby amended as follows:

- 5-1. Establishment.**
- 5-2. Board of Health.**
- 5-3. Cemetery Board.**
- 5-4. Library Board of Trustees.**
- 5-5. Recreation Advisory Board.**
- 5-6. Dover Arena Commission.**
- 5-7. Personnel Advisory Board.**
- 5-8. Planning Board.**
- 5-9. Dover Utilities Commission.**
- 5-10. Zoning Board of Adjustment.**
- 5-11. Trustees of the Trust Funds.**
- 5-12. Solid Waste Advisory Commission.**
- 5-13. Dover Arts Commission.**
- 5-14. Transportation Advisory Commission.**
- 5-15. Joint Fiscal Committee.**
- 5-16. Dover Business and Industrial Development Authority.**
- 5-17. McConnell Center Advisory Committee.**
- 5-18. Parking Commission.**
- 5-19. Conservation Commission.**



CITY OF DOVER

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Chapter: **5**
Section: **25 Heritage Commission**

- 5-20. **Dover Pools Advisory Committee.**
- 5-21. **Dover Housing Authority.**
- 5-22. **Energy Commission.**
- 5-23. **Downtown Dover Tax Increment Finance Advisory Board.**
- 5-24. **Waterfront Tax Increment Finance Advisory Board.**
- 5-25. **Heritage Commission.**

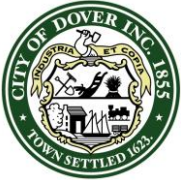
3. AMENDMENT

Chapter 5 entitled “Boards, Commissions and Committees” is hereby adding language for Section 5-1 Establishment as follows:

5-1. Establishment. [Amended 04-27-83 by Ord. No. 10-83]

A. There shall be the following boards, commissions and committees in the City of Dover:

- (1) Board of Health
- (2) Cemetery Board
- (3) Library Board of Trustees
- (4) Recreation Advisory Board
- (5) Dover Arena Commission
- (6) Personnel Advisory Board
- (7) Planning Board
- (8) Dover Utilities Commission
- (9) Zoning Board of Adjustment
- (10) Trustees of the Trust Funds
- (11) Building Code Board of Appeals
- (12) Solid Waste Advisory Commission
- (13) Dover Arts Commission
- (14) Transportation Advisory Commission



CITY OF DOVER

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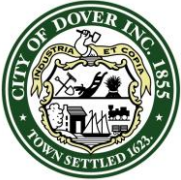
- (15) Joint Fiscal Committee
- (16) Dover Business and Industrial Development Authority
- (17) McConnell Center Advisory Committee
- (18) Parking Commission
- (19) Conservation Commission
- (20) Dover Pools Advisory Committee
- (21) Dover Housing Authority
- (22) Energy Commission
- (23) Downtown Dover Tax Increment Finance Advisory Board
- (24) Waterfront Tax Increment Finance Advisory Board
- (25) Heritage Commission

4. AMENDMENT

Chapter 5 entitled “Boards, Commissions and Committees” is hereby adding language for Section 5-25. Heritage Commission as follows:

5-25. Heritage Commission.

- A. MEMBERSHIP: The Heritage Commission shall consist of five (5) voting members including: one (1) City Councilor; one (1) Citizen recommended by the Woodman Institute Museum; the Director of the Public Library or designee; and two (2) Citizens, one of which may be a Planning Board member.
- B. TERMS OF MEMBERS: Members shall be appointed to terms of three (3) years. The City Council Member shall serve for their current Council term and shall be appointed by the Mayor with the approval of the City Council.
- C. AUTHORITY AND DUTIES: The Heritage Commission shall have the following duties and functions consistent with RSA 674:
 - (1) Survey and inventory all cultural resources.
 - (2) Conduct, research and publish findings.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O -2015.10.14 – 021**
Ordinance Title: **Boards, Commissions and Committees**
Chapter: **5**
Section: **25 Heritage Commission**

(3) Assist the Planning Board, as requested, in the development and review of those sections of the master plan which address cultural and historic resources.

(4) Advise, upon request, local agencies and other local boards in their review of requests on matters affecting or potentially affecting cultural and historic resources, including advising the City Council on the Historic Value of potentially “replaced qualifying structures” pursuant to RSA 79-E:4.

(5) Coordinate activities with appropriate service organizations and nonprofit groups.

D. Any appropriation established by the City Council for use by the Heritage Commission shall be held in a Heritage Commission Fund and disbursed in accordance with RSA 674:44-b subject to the requirements of the City’s purchasing procedures and accounting requirements as administered by the City Manager.

5. TAKES EFFECT

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

REQUIRES A PUBLIC HEARING

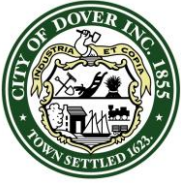
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor William Garrison, III

Approved as to Legal Form:
and Compliance Anthony Blenkinsop
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O -2015.10.14 – 021**
Ordinance Title: **Boards, Commissions and Committees**
Chapter: **5**
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DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

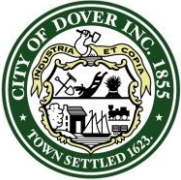
VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothy Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon,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

ORDINANCE BACKGROUND MATERIAL:

Since 1992, Heritage Commissions have offered a valuable means for local government to manage, recognize, and protect historical and cultural resources. Heritage Commissions are not Historic District Commissions, rather they are intended to have a community-wide scope and a range of activities that is determined by each individual municipality and geared to that particular community's needs and wants. Basically, a Heritage Commission does for historical resources what a Conservation Commission does for natural resources: it advises and assists other local boards and commissions; conducts inventories; educates the public on matters relating to historic preservation; provides information on historical resources; and serves as a resource for revitalization efforts.

The establishment of a Heritage Commission at all is purely optional. Some communities choose to have a Heritage Commission that is only advisory, while others want their Commission to take a much more active role with educational and technical responsibilities. Staff recommends that in Dover the Commission will have the power to advise other boards and recommend actions to the City Council regarding the historic nature of a building under consideration for inclusion in the Community Revitalization Tax Credit Program.

The Community Revitalization Tax Credit Program (RSA 79E) requires that a review of buildings included in an application be made to determine if said buildings are eligible for the National Register. Absent a Historic District, or a Heritage Commission, said determination is not made by Dover residents but instead falls to the State of New Hampshire Division of Historical Resources.



CITY OF DOVER

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A Heritage Commission is uniquely suited to advise local agencies and boards on matters that might affect historical or cultural resources. One of its purposes is to serve as steward for all such resources within the community. For instance, the Planning Board can consult with the Heritage Commission if it is reviewing a project that might impact a historic building, or the Conservation Commission might seek background data on a farm building associated with land it is trying to conserve. The Commission could testify in support of a variance before the Zoning Board of Adjustment, if the outcome would preserve a significant resource and retain the spirit of the ordinance. By working closely with other arms of local government, the community can avoid unnecessary adverse impacts to significant historical resources. An early consultation with the Commission will often prevent a crisis situation later.

During the consideration in 2013 and 2014 of the Heritage Residential Zoning District in the Silver Street neighborhoods, there was much discussion about preserving and protecting the character and history of Dover. This Commission fills the void of not having a public body to represent the vast historic and cultural resources that Dover, as New Hampshire's oldest community, has.

By establishing a Heritage Commission in Dover, we are able to retain local control over whether a building is deemed eligible for the National Register or not. The Commission also will assist the Planning Board, much as the Conservation Commission does, in advising the Board about cultural and historic resources contained within the City.