



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 25, 2017**
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**
 - A. CHAPTER 5 – BOARDS AND COMMISSIONS: SECTION 1: ESTABLISHMENT**
SPONSORED BY MAYOR WESTON
 - B. CHAPTER 152 STREETS AND SIDEWALKS**
SPONSORED BY COUNCILOR CIOTTI
 - C. REGARDING THE PUBLIC NECESSITY TO CONDEMN CERTAIN PROPERTY OFF BROADWAY FOR DRAINAGE IMPROVEMENTS**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. CITIZEN’S FORUM**

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.
- 9. CITY MANAGER’S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. October 11, 2017 – Regular Meeting**
- 11. MAYOR’S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - 1. CHAPTER 5 – BOARDS AND COMMISSIONS: SECTION 1: ESTABLISHMENT**
SPONSORED BY MAYOR WESTON



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Meeting Type: **Regular Meeting**
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B. ORDINANCES IN THE 3RD READING

- 1. CHAPTER 152 STREETS AND SIDEWALKS**
SPONSORED BY COUNCILOR CIOTTI

C. RESOLUTIONS

- 1. REGARDING THE PUBLIC NECESSITY TO CONDEMN CERTAIN PROPERTY OFF BROADWAY FOR DRAINAGE IMPROVEMENTS**
SPONSORED BY MAYOR WESTON BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE –Dover Adult Learning Center of Strafford County**
- 2. B18010 FORD F650 WITH CRANE “OR EQUAL”**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. B18020 CITY HALL AUDITORIUM CEILING RESTORATION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. B18021 WINTER SAND**
SPONSORED BY MAYOR WESTON BY REQUEST
- 5. EXEMPTION OF PLAID FRIDAY (NOVEMBER 24, 2017) FROM METERED HOURS OF OPERATION 166-37**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. APPROVAL OF WALTERS DISC GOLF EMPORIUM, LLC LEASE AT THE BELLAMY PARK BUILDING**
SPONSORED BY MAYOR WESTON BY REQUEST
- 7. APPROVAL OF GREAT BAY ROWING LEASE AT THE BUTLER BUILDING**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. APPROVAL OF UNIVERSITY OF NEW HAMPSHIRE LEASE AT THE BUTLER BUILDING**
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. APPROVAL OF EVERSOURCE EASEMENT DEED ON MAST ROAD**
SPONSORED BY MAYOR WESTON BY REQUEST



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Meeting Type: **Regular Meeting**
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Meeting Date: **Wednesday, October 25, 2017**
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10. APPROVAL OF ZEBRA CROSSINGS AMENDMENT TO JULY 15, 2015 LEASE AGREEMENT

SPONSORED BY MAYOR WESTON BY REQUEST

11. APPROVAL OF SUBLEASE OF ZEBRA CROSSINGS TO BIG FISH LEARNING COMMUNITY

SPONSORED BY MAYOR WESTON BY REQUEST

12. APPROVAL OF WILLAND POND LAND EXCHANGE AND BOUNDARY LINE ADJUSTMENT

SPONSORED BY MAYOR WESTON BY REQUEST

13. APPROVAL FOR CITY TO ACQUIRE A UTILITY EASEMENT THROUGH RED'S SHOE BARN PROPERTY, BROADWAY

SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 12. Pool Advisory Committee |
| 2. Planning Board | 13. Recreation Advisory Board |
| 3. Appointments Committee | 14. Solid Waste Advisory Commission |
| 4. Arena Commission | 15. Transportation Advisory Commission |
| 5. Arts Commission | 16. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 6. Energy Commission | 17. Joint Building Committee – Garrison Elementary School |
| 7. Legislative Liaison | 18. Dover Main Street |
| 8. Library Board of Trustees | 19. Dover's 400 th Anniversary Committee |
| 9. McConnell Center Advisory Committee | |
| 10. Ordinance Committee | |
| 11. Parking Commission | |

B. RESOLUTIONS

1. COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DPEA

SPONSORED BY MAYOR WESTON BY REQUEST

**2. ADOPTION OF ALL VETERAN'S TAX CREDIT
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 8, 2017.)**

SPONSORED BY MAYOR WESTON AND COUNCILOR O'CONNOR

**3. AMEND FISCAL YEAR 2018 FEE SCHEDULE TO CREATE VETERAN'S DISCOUNT FOR ANNUAL MEMBERSHIP FEES AT CITY RECREATION FACILITIES AND FEE FOR NON-RESIDENT LIBRARY CARDS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)**

(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 8, 2017.)

SPONSORED BY MAYOR WESTON AND COUNCILOR O'CONNOR



CITY OF DOVER

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Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 25, 2017**
Meeting Time: **7:00 pm**

- 4. AMENDMENT OF SCHEDULE OF FEES FOR ORCHARD STREET PARKING GARAGE (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL.)
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 8, 2017.)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 5. ADOPTION OF FISCAL YEAR 2019-2024 CAPITAL IMPROVEMENTS PROGRAM
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 8, 2017, WITH
CITY COUNCIL VOTE OCCURRING ON DECEMBER 13, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 6. APPROPRIATION FOR FY2019 CAPITAL IMPROVEMENTS PROGRAM –
NON-DEBT FINANCED PROJECTS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 8, 2017, WITH
CITY COUNCIL VOTE OCCURRING ON DECEMBER 13, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 7. APPROPRIATION FOR FY2019 CAPITAL IMPROVEMENTS PROGRAM AND
AUTHORIZATION FOR BONDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 8, 2017, WITH
CITY COUNCIL VOTE OCCURRING ON DECEMBER 13, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**

C. ORDINANCES IN 1ST READING

- 1. CHAPTER 166 VEHICLES AND TRAFFIC – SECTIONS: 16 and 37
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 8, 2017)
SPONSORED BY MAYOR WESTON BY REQUEST**

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 11, 2017**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Gasses led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Gagnon, Councilor Gasses, Councilor Greenshields, Councilor Shanahan, and Councilor Thibodeaux. Councilor O'Connor arrived at 7:05 pm.

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

5. PROCLAMATIONS/AWARDS

A. NATIONAL AMERICAN INDIAN HERITAGE MONTH

Mayor Weston read the Proclamation.

6. APPROVAL OF AGENDA

Deputy Mayor Carrier moved to move Item 13.B.5 up on the Agenda to follow Citizen's Forum, add to Item 13.B.4 that it will be referred to a public hearing on October 25, 2017, and a Joint Building Committee – Dover High School and CTC Report.

Councilor Shanahan moved to add a Downtown TIF Advisory Board Report.

Councilor Thibodeaux moved to add a Library Board of Trustees Report.

Deputy Mayor Carrier moved to approval of Agenda as amended; seconded by Councilor Gagnon.

Vote: 8/0.

7. PUBLIC HEARINGS

A. KENO BALLOT QUESTION - "SHALL WE ALLOW THE OPERATION OF KENO GAMES WITHIN THE CITY OF DOVER?"

Mary Hebbard, 97 Spruce Lane: She spoke against this Resolution.

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

B. CHAPTER 166 VEHICLES AND TRAFFIC – SECTIONS: 15, 16, 17, 19, 21, 23, 33, 38, 39, 47, 57, and 59 SPONSORED BY MAYOR WESTON BY REQUEST

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
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Meeting Time: **7:00 pm**

**C. AMENDMENT OF FISCAL YEAR 2018 FEE SCHEDULE TO CREATE AN
OVERNIGHT PERMIT OPTION FOR THE ORCHARD STREET PARKING GARAGE
(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.*

Kristine Baber, 5 Gerry's Lane: She spoke in favor of Item #13.B.5.

Walter King, 40 Sandpiper Drive: He spoke in favor of Item #13.B.5.

Ana Garnica, 5 Landing Way: She spoke in favor of Item #13.B.5.

Rua Juan, Dover resident: She spoke in favor of Item #13.B.5.

David Bamford, 296 Gulf Road: He spoke in favor of Item #13.B.5.

Maria Quisumbing King, 40 Sandpiper Drive: She spoke in favor of Item #13.B.5.

NH State Representative Susan Treleaven, 454 Sixth Street: She spoke in favor of Item #13.B.5.

Margareth Kieschnick, 9 Woodland Road: She spoke in favor of Item #13.B.5.

Margaret Fogarty, 16 Florence Street: She spoke in favor of Item #13.B.5.

Alex Freid, 6 East Watson Street: He spoke in favor of Item #13.B.5.

Erik Sweetser, 2 Wallingford Street: He spoke against of Item #13.B.7.

Mary Hebbard, 97 Spruce Lane: She referred to Item #13.B.5., and talked about illegal immigration being the problem and was against the resolution. She spoke against Item #13.B.2. Lastly, she spoke against Item #12.A.1.

Richard Hebbard, 97 Spruce Lane: He spoke against Item #13.B.2., and Item #12.A.1.

Theo Wright, 115 Fourth Street: He spoke in favor of Item #13.B.5.

Kathryn Thomson, 62B Court Street: She spoke in favor of Item #13.B.5.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

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Meeting Time: **7:00 pm**

Deputy Mayor Carrier moved for the adoption of Item #13.B.5.; seconded by Councilor Gagnon. The Council discussed why they all sponsored this Resolution. Mayor Weston said she will hand deliver the completed resolution to the State's Congressional Delegation.
Roll Call Vote: 9/0.

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He asked the City Clerk to speak to the Council regarding Motor Vehicles registrations and upcoming elections.

City Clerk Lavertu gave an overview of Motor Vehicles registrations updated program. She gave an overview of the upcoming elections: October 24, 2017, Ward 1 Special Election, and November 7, 2017 Municipal Election. She said absentee ballots are currently available in the City Clerk's office.

City Manager Joyal answered questions about crosswalks issues.

Mayor Weston asked the NH Lottery Representative, Charles McIntyre, to speak to the Council regarding the keno ballot question.

Mr. McIntyre gave an overview of the keno games to the Council, and answered their questions.

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

Vote: 9/0.

10. APPROVAL OF MINUTES

A. September 27, 2017 – Regular Meeting

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor O'Connor.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston listed the events she attended: The Scammell Bridge's new lights being turned on, Dover Business and Industrial Development Authority (DBIDA) meeting, and several ribbon cuttings. She spoke about the Hand in Hand Van service going away in November and talked about her experiences with using the COAST bus line as a substitute.

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

Vote: 9/0.



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CITY COUNCIL – MINUTES

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12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 152 STREETS AND SIDEWALKS (TO BE REMOVED FROM THE TABLE) SPONSORED BY COUNCILOR CIOTTI

Councilor Ciotti moved to remove from the table; seconded by Councilor Shanahan.

Vote: 9/0.

Deputy Mayor Carrier moved to substitute as a whole; seconded by Councilor O'Connor.

Vote: 9/0.

General Legal Counsel Blenkinsop gave an overview of the changes from the original Ordinance.

Deputy Mayor Carrier moved to refer to a public hearing on October 25, 2017; seconded by Councilor Ciotti.

Vote: 9/0.

2. CHAPTER 166 VEHICLES AND TRAFFIC – SECTIONS: 15, 16, 17, 19, 21, 23, 33, 38, 39, 47, 57, and 59 SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Shanahan.

Parking Manager Simons gave an overview of the changes in the Ordinance regarding parking in the Dover Parking Garage.

Roll Call Vote: 9/0.

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. AMENDMENT OF FISCAL YEAR 2018 FEE SCHEDULE TO CREATE AN OVERNIGHT PERMIT OPTION FOR THE ORCHARD STREET PARKING GARAGE (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.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 11, 2017**
Meeting Time: **7:00 pm**

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **ROAD TOLL – UNH Relay for Life on behalf of the American Cancer Society**
2. **TAG – Bravo All Stars NH/Prime Time**
3. **RFP03-17 LED STREET LIGHTING IMPROVEMENTS ADDITIONAL SCOPE OF WORK**
SPONSORED BY MAYOR WESTON BY REQUEST
4. **CONGESTION MITIGATION AND AIR QUALITY PROGRAM**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|--|
| 1. School Board | 12. Pool Advisory Committee |
| 2. Planning Board | 13. Recreation Advisory Board |
| 3. Appointments Committee | 14. Solid Waste Advisory Commission |
| 4. Arena Commission | 15. Transportation Advisory Commission |
| 5. Arts Commission | 16. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 6. Energy Commission | 17. Joint Building Committee – Garrison Elementary School |
| 7. Legislative Liaison | 18. Dover Main Street |
| 8. Library Board of Trustees | 19. Dover's 400 th Anniversary Committee |
| 9. McConnell Center Advisory Committee | 20. Downtown TIF Advisory Board |
| 10. Ordinance Committee | |
| 11. Parking Commission | |

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

Mayor Weston asked the Council if they had item they would like pulled for further discussion.

Deputy Mayor Carrier pulled the Joint Building Committee – Dover High School and Regional CTC Report.

Councilor Thibodeaux pulled the Library Board of Trustees Report.

Councilor Shanahan pulled the Downtown TIF Advisory Board Report.

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

Roll Call Vote: 9/0.

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

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

Vote: 9/0.

Councilor Thibodeaux gave an overview of the Library Board of Trustees Report to the Council.

Deputy Mayor Carrier moved to accept the Library Board of Trustees Report; seconded by Councilor Gagnon.



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Meeting Location: **City Hall, Council Chambers**
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Vote: 9/0.

Councilor Shanahan gave an overview Downtown TIF Advisory Board Report to the Council. Deputy Mayor Carrier moved to accept the Downtown TIF Advisory Board Report; seconded by Councilor Shanahan.

Vote: 9/0.

B. RESOLUTIONS

Deputy Mayor Carrier moved to suspend the rules and move up Agenda Item #13.B.7. to this point on the Agenda; seconded by Councilor O'Connor.

Roll Call Vote: 9/0.

Councilor Gagnon moved for its adoption; seconded by Councilor Shanahan.

Councilor O'Connor moved to table the resolution; seconded by Councilor Gasses.

Vote: 5/4; passed. Deputy Mayor Carrier and Councilors Gagnon, Greenshields, and Shanahan were opposed.

1. COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DPA

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.

Roll Call Vote: 9/0.

2. ACCEPTANCE OF DONATED CONSERVATION EASEMENT FROM DOROTHY S. MASON

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Ciotti.

Roll Call Vote: 9/0.

3. PERAMBULATION OF A PORTION OF MUNICIPAL BOUNDARY BETWEEN DOVER AND ROLLINSFORD

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.

Vote: 9/0.

4. REGARDING THE PUBLIC NECESSITY TO CONDEMN CERTAIN PROPERTY OFF BROADWAY FOR DRAINAGE IMPROVEMENTS (TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 25, 2017)

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a public hearing on October 25, 2017; seconded by Councilor O'Connor.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 11, 2017**
Meeting Time: **7:00 pm**

5. REAFFIRMING THE CITY OF DOVER'S COMMITMENT TO IMMIGRATION AND CULTURAL DIVERSITY

SPONSORED BY MAYOR WESTON AND CITY COUNCILORS

Moved up on the Agenda to follow The Citizen's Forum.

6. REPEAL AND REPLACE DOVER'S 400TH ANNIVERSARY COMMITTEE SPONSORED BY MAYOR WESTON

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

7. COMMITMENT TO INTEGRATED PEST MANAGEMENT PRACTICES SPONSORED BY COUNCILORS SHANAHAN AND GAGNON

Moved up on the Agenda to the beginning of 13.B.

C. ORDINANCES IN 1ST READING

1. CHAPTER 5 – BOARDS AND COMMISSIONS: SECTION 1 ESTABLISHMENT (TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 25, 2017) SPONSORED BY MAYOR WESTON

Deputy Mayor Carrier moved to refer to a public hearing on October 25, 2017; seconded by Councilor O'Connor.
Vote: 9/0.

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Gasses spoke about open spaces in Dover.

Mayor Weston said she will be holding a Coffee with the Mayor and Superintendent on October 28, 2017 at the Dover Police Station. She said the Veterans' Day Ceremony will be held on November 11, 2017, to be followed by the Veterans' Memorial dedication.

Deputy Mayor Carrier thanked the Greater Dover Chamber of Commerce for a successful Apple Harvest Festival.

16. ADJOURNMENT

Councilor Greenshields moved to adjourn; seconded by Councilor Thibodeaux.
Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2017.10.11 – 007**
Ordinance Title: **Boards, Commissions and Committees**
Chapter: **5**
Sections: **5-1. Establishment**

The City of Dover Ordains:

1. PURPOSE

The purpose of this Ordinance is to amend Chapter 5 Boards, Commissions and Committees, Section 5-1. Establishment, Subsection C. as follows:

2. AMENDMENT

C. All appointments to boards, commissions and committees shall serve for the terms appointed and until a successor shall have been appointed and qualified, unless any board or commission member is absent for four (4) consecutive meetings or four (4) regular meetings in any consecutive twelve (12) month period, whereby if such absences are unexcused a vacancy shall be created in the position, and said vacancy shall be filled by the appointing authority for the remainder of the term. Conditions for removal of any board member shall be defined by statute, ordinance or the Charter. The Chair of any board, commission or committee may for good cause shown and set forth in the meeting minutes, excuse the absence of any member from a meeting. [Amended 03-28-79 by Ord. No. 6-79; Amended 06-20-2001 by Ord. No. 15-2001]

3. TAKES EFFECT

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

REQUIRES A PUBLIC HEARING

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston

Approved as to Legal
Form and Compliance:

Anthony Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2017.10.11 – 007**
Ordinance Title: **Boards, Commissions and Committees**
Chapter: **5**
Sections: **5-1. Establishment**

DOCUMENT HISTORY:

First Reading Date: 10/11/2017	Public Hearing Date: 10/25/2017
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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

This Ordinance is intended to clarify the procedure for the excusal of absences for members of boards, commissions and committees..



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2017.09.13 - 006**
Ordinance Title: **Streets and Sidewalks**
Chapter: **152**
Section: **All**

The City of Dover Ordains:

1. PURPOSE

The purpose of this Ordinance is to eliminate the current Chapter 152 of the Code of the City of Dover entitled “Streets and Sidewalks” in its entirety and to substitute Chapter 152 entitled “Sidewalks and Highways”.

2. AMENDMENT

To remove the current Chapter 152 as follows:

~~STREETS AND SIDEWALKS~~

~~CHAPTER 152~~

~~PART 1~~

~~Construction Specifications~~

~~STREETS AND SIDEWALKS~~

~~ARTICLE I~~

~~STREETS; WATERS MAINS; SEWERS~~

~~152-1. Applicability.~~

~~152-2. Administration.~~

~~152-3. Reserved (formerly Appeal.)~~

~~PART 2~~

~~Maintenance Procedures; Hazards~~

~~ARTICLE II~~

~~STREET EXCAVATIONS; MAINTENANCE OF~~



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2017.09.13 - 006**
Ordinance Title: **Streets and Sidewalks**
Chapter: **152**
Section: **All**

~~CURBS AND SIDEWALKS~~

~~152-4. Excavations and Obstructions.~~

~~152-5. Scheduling of Work; Construction Requirements; Inspections; Violations and Penalties.~~

~~ARTICLE III~~

~~WAIVER OF PROVISIONS~~

~~152-6. Application; Denial; Appeal. (formerly Article III-A; formerly Article III Specific Areas of Five Year Prohibition formerly 152-6 Fee Required; Designation of Area)~~

~~ARTICLE IV~~

~~INDEMNIFICATION~~

~~152-7. Deposit Required; Bonding.~~

~~ARTICLE V~~

~~WELLS, CELLARS, CISTERN DRAINS~~

~~152-8. Excavation Standards.~~

~~152-9. Violations and Penalties.~~

~~ARTICLE VI~~

~~STREET NUMBERING~~

~~152-10. Powers of Building Official.~~

~~152-11. Violations and Penalties.~~

~~ARTICLE VII~~

~~MOVING OF BUILDINGS~~



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2017.09.13 - 006**
Ordinance Title: **Streets and Sidewalks**
Chapter: **152**
Section: **All**

~~152-12. Permit Required.~~

~~152-13. Violations and Penalties.~~

~~ARTICLE VIII~~

~~MARQUESS, SIGNS AND AWNINGS~~

~~152-14. Maintenance Standards.~~

~~152-15. Violations and Penalties.~~

~~ARTICLE IX~~

~~PUBLIC DISPLAY OF GOODS AND WARES~~

~~152-16. Sidewalk Displays.~~

~~152-17. Violations and Penalties.~~

~~ARTICLE X~~

~~FALLING ICE AND SNOW~~

~~152-18. Pedestrian Protection.~~

~~152-19. Violations and Penalties.~~

~~ARTICLE XI~~

~~LIQUIDS ON STREETS AND SIDEWALKS~~

~~152-20. Interference with Vehicular or Pedestrian Traffic.~~

~~152-21. Violations and Penalties.~~

~~PART 3~~

~~Sidewalks~~



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2017.09.13 - 006**
Ordinance Title: **Streets and Sidewalks**
Chapter: **152**
Section: **All**

~~ARTICLE XII~~

~~CONSTRUCTION STANDARDS~~

- ~~152-22. — Grade Established.~~**
- ~~152-23. — Construction Location and Type.~~**
- ~~152-24. — Maintenance and Report.~~**
- ~~152-25. — Extensions and Improvements Limited.~~**

~~ARTICLE XIII~~

~~SIDEWALK OBSTRUCTION~~

- ~~152-26. — Definitions.~~**
- ~~152-27. — Certain Public Way Obstructions Prohibited.~~**
- ~~152-28. — Licensing of Location News Rack Limited Exception.~~**
- ~~152-29. — Standards for Installation, Maintenance and Operation.~~**
- ~~152-30. — Public Way Obstruction Identification Required.~~**
- ~~152-31. — Hold Harmless and Insurance.~~**
- ~~152-32. — Removal of News Rack or Public Way Obstruction.~~**
- ~~152-33. — Severability.~~**
- ~~152-34. — Injunction.~~**



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

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~~152-35. — Damage to Public Way Obstructions.~~

~~152-36. — Penalty.~~

~~[HISTORY: Adopted by the City Council on 12-14-77¹; Multiple revisions 10-14-2010 by Ord. No. 2010.09.23-24; Amendments noted where applicable.]~~

PART I

~~Construction Specifications~~

~~ARTICLE I~~

~~STREETS; WATER MAINS, SEWERS~~

~~152-1. Applicability.~~

~~The construction of streets, water mains, storm and sanitary sewers and other related physical improvements shall be governed by the construction specifications contained in Articles VII and VIII of Chapter 155, Subdivision of Land.~~

~~152-2. Administration.~~

~~This Article shall be administered by the Director of Community Services.~~

~~152-3. Reserved. (formerly Appeal. [Repealed 10-14-2009 Ord. No. 2009.09.23-24])~~

PART 2

~~Maintenance Procedures; Hazards~~

~~ARTICLE II~~

~~STREET EXCAVATIONS; MAINTENANCE OF~~

¹ Editor's Notes: Provisions of this Code derived of the former code adopted on 12-14-77; Part 1 derived from Ch. 38 of the former Code, Part 2 are derived from Ch. 39 of the former Code, Part 3 are derived from Ch. 40 of the former Code.



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CURBS AND SIDEWALKS

152-4. Excavations and Obstructions.

~~No person, firm or corporation or any agent or servant thereof shall excavate, obstruct or in any way encumber, including working within manholes and catch basins, any street, sidewalk or other city-owned property or right-of-way in the City of Dover without first having obtained a written license to do so from the City Engineer or Director of Community Services of said city, except where such licensing power is particularly vested in the City Council. Each and every such licensee shall coordinate each request to excavate, obstruct or encumber with the City Engineer, Director of Community Services, Police Department, Superintendent of Community Services, gas company, Fire Department, telephone companies and Public Service of New Hampshire as required by the City Engineer and as specified on a form issued by the Community Services Department. Any person, persons, firm or corporation violating any of the provisions of this section shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) for each violation.~~

152-5. Scheduling of Work; Construction Requirements; Inspections; Violations and Penalties.

- ~~A. The Director of Community Services shall specify the time and date for the work, which work may be required at night time, Saturdays, Sundays or holidays. Scheduling will be such as to not unreasonably interfere with traffic. Except for emergencies as may be deemed essential by Community Services Director, no person, firm or corporation or any agent or servant thereof shall excavate, obstruct or in any way encumber any street or sidewalk in the City of Dover between the 15th of November and the 15th of April. [Amended on 2-29-80 by Ord. No. 4-80; Amended on 12-21-88 by Ord. No. 31-88]~~
- ~~B. The Community Services Director may require the licensee to provide a police officer at the expense of the licensee. The licensee shall erect and maintain suitable barricades with flashers or lanterns so long as public safety and convenience requires. The licensee must provide a safe and convenient pedestrian way to the satisfaction of the City Engineer. The licensee is required to use materials, do the work, backfill and replace pavement in accordance with city standards as specified by the City Engineer~~



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~~or Community Services Director. The City Engineer or his designee shall inspect the site prior to the commencement of backfill, during the backfill operation, prior to the commencement of paving and during the paving operation. It shall be the responsibility of the licensee to arrange for these inspections during normal working hours, and he shall provide a twenty-four hour notice. [Amended 2-29-80 by Ord. No. 4-80]~~

~~C. The repair of sidewalks shall be accomplished using the same material as the rest of the sidewalk, and no ragged joints will be allowed. The licensee is required to keep the work in good repair for a period of one (1) year. The licensee, failing so to do after written notice from the City Engineer or Community Services Director, shall be liable for the cost of any required repairs.~~

~~D. Any person, persons, firm, or corporation violating any of the provisions of this section shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) for each violation after written notice from the City Engineer or Community Services Director.~~

ARTICLE III

WAIVER OF PROVISIONS

~~[Added 1-12-83 by Ord. No. 1-83]~~

~~(formerly SPECIFIC AREAS OF FIVE-YEAR PROHIBITION; 152-6 Reserved (formerly Fee required; Designation of area.) [Added on 10-14-81 by Ord. No. 17-81; Amended on 4-9-86 by Ord. No. 5-86; Amended on 9-28-88 by Ord. No. 17-88; Amended on 12-6-89 by Ord. No. 27-89; Amended on 03-06-91 by Ord. No. 07-91. ; Repealed 10-14-2009 by Ord. No. 2009.09.23-24])~~

152-6. Application; Denial; Appeal.

~~A. Any person, firm or corporation desirous of excavating, obstructing or in any way encumbering a street or sidewalk in the City of Dover between the 15th of November and the 15th of April must apply in writing for the right to do so to the Community~~



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~~Services Director pursuant to the terms of 152-5 of this Chapter. {Amended on 12-21-88 by Ord. No. 31-88}~~

~~B. In the event that said application is denied pursuant to the terms of 152-5, the applicant may appeal said denial in writing to the City Council.~~

~~C. The City Council, upon receipt of such an appeal, shall, within thirty (30) days, act on said appeal giving due consideration to the following factors:~~

~~(1) Any potential adverse impact that granting the appeal would have upon the public — safety and welfare.~~

~~(2) Any undue hardship that denial of the appeal would have upon the applicant.~~

~~D. The City Council shall promptly notify the applicant in writing of its decision to grant or deny the appeal citing the reasons for its decision.~~

ARTICLE IV

INDEMNIFICATION

~~**152-7. Deposit Required; Bonding.** {Amended on 4-9-86 by Ord. No. 4-86; Amended on 04-19-95 by Ord. No. 02-95}~~

~~Whenever the Community Services Department shall grant any person, firm or corporation permission to excavate in any street, sidewalk or other city owned property, in granting such permission, it shall require the requesting party to furnish a deposit to the City of Dover in the amount set forth in the schedule of fees adopted by the City Council.~~

ARTICLE V

WELLS, CELLARS, CISTERN DRAINS

~~**152-8. Excavation Standards.**~~

~~If any person shall dig or sink or cause to be dug or sunk, or leave uncovered any well, cellar, cistern drain or other cavity in the ground near to or adjoining any street, lane, alley or~~



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~~sidewalk in the city, he shall erect a railing or fence on or near the line of such street, lane, alley or sidewalk sufficient to guard and protect travelers and passengers from falling into such well, cellar, cistern, drain or other cavity in the ground or being injured thereby, to the satisfaction of the Building Inspector, and this railing or fence shall be maintained until the Building Inspector grants written permission for its removal.~~

~~152-9. Violations and Penalties.~~

~~Any person, persons, firm or corporation violating any of the provisions of this Article shall be fined not more than twenty dollars (\$20.00) for each day such violation shall continue after written notice from the Building Official.~~

ARTICLE VI

STREET NUMBERING

~~152-10. Powers of Building Official~~ ~~[Amended on 04-19-95 by Ord. No. 03-95; Amended 10-14-2009 by Ord. No. 2009.09.23-24]~~ The Building Official may order the buildings on any street to be numbered or may order any street to be renumbered and shall then require the number by him designated for each building to be affixed thereto or inscribed thereon. He shall, upon application in writing, designate the number or numbers required for any building that may hereafter be erected or any building to which numbers have not previously been assigned if, in his judgment, such action is necessary.

~~A. The numbers shall be designated in such a manner so that a number will be assigned or reassigned to every fifty (50) feet of street frontage.~~

~~B. The street numbers, assigned or reassigned, shall be attached to the building in such a manner and in such a place as to be easily seen from the street. Furthermore, such numbers shall be placed in such a location so that it can be illuminated, if necessary, to ensure rapid location by police, fire or other emergency personnel during hours of darkness. Buildings located in rural type locations, or located in such a manner that the above requirement is inappropriate, shall be identified at the intersection of the entryway to the building and the public right of way, and the number shall be of sufficient size to be easily seen by the operator of a vehicle approaching said entryway.~~



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~~152-11. Violations and Penalties.~~

~~Any owner or occupant of a building who, more than fifteen (15) days after receiving written notice, neglects or refuses to affix to or inscribe on said building the street number lawfully designated therefor or retain thereon, a street number other than the one (1) so designated shall be fined not more than ten dollars (\$10.00) for each day such violation shall continue after written notice from the Building Official.~~

~~ARTICLE VII~~

~~MOVING OF BUILDINGS~~

~~152-12. Permit Required.~~

~~No person shall move or assist in moving any house, shop or other building through any street, lane or alley or over any bridge in this city without first having obtained a permit issued jointly by the Building Official, Chief of Police and Community Services Director. Said person shall comply in all respects with the conditions of the permit.~~

~~152-13. Violations and Penalties.~~

~~Upon the finding of any person, persons, firm or corporation violating any of the provisions of this Article, he shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00).~~

~~ARTICLE VIII~~

~~MARQUEES, SIGNS AND AWNINGS~~

~~152-14. Maintenance Standards.~~

~~No person shall establish or maintain any marquee, sign or awning before or on or attached to his place of business, house or tenement over any part of any sidewalk, unless the same is safely fixed and supported so as in no way to impede, hinder or endanger pedestrians. The lowest part of such sign or awning shall be at least eight (8) feet above the sidewalk, and lowest of any marquee shall be at least ten (10) feet above the sidewalk; nor shall any person hang, affix or fasten or place or allow to remain upon the outer edge of any sidewalk any sign or showcase whatever or display any goods, merchandise or samples of any business calling, trade,~~



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~~art or craft, so as to obstruct the free passage and view from the street to sidewalk or from the sidewalk to street.~~

~~152-15. Violations and Penalties.~~

~~—— Any person, firm or corporation violating any of the provisions of this Article shall be fined not more than ten dollars (\$10.00) for each day such violation shall continue after written notice from the Building Official.~~

~~ARTICLE IX~~

~~PUBLIC DISPLAY OF GOODS AND WARES~~

~~152-16. Sidewalk Displays.~~

~~It shall be unlawful for any person, persons, firm or corporation maintaining an establishment in the City of Dover to maintain and/or display goods, wares, racks, counters or other objects in front of its place of business, on the sidewalk beyond a distance of two (2) feet six (6) inches from the building of said establishment, except for city wide sidewalk sales.~~

~~152-17. Violations and Penalties.~~

~~Any person, persons, firm or corporation violating any of the provisions of this Article shall be fined not more than twenty five dollars (\$25.00).~~

~~ARTICLE X~~

~~FALLING ICE AND SNOW~~

~~152-18. Pedestrian Protection.~~

~~The roofs of all buildings located on or near the line of a street shall be protected by railing or guards of sufficient height and strength to prevent the falling of ice and snow from such roofs to the sidewalks of such streets. The owner of such a building shall be responsible for the adequacy of such railings or guards.~~

~~152-19. Violations and Penalties.~~



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~~Any person, persons, firm or corporation violating any provisions of this Article shall be fined not more than twenty dollars (\$20.00) for each day such violation shall continue after written notice from the Building Inspector.~~

ARTICLE XI

~~LIQUIDS ON STREETS AND SIDEWALKS~~

~~152-20. Interference with Vehicular or Pedestrian Traffic.~~

~~No person shall deposit or cause to be deposited, including but not limited to deposits from roof and/or foundation drains, any liquid from private property in or upon any street, sidewalk or city owned land in the City of Dover in such a manner so as to cause a condition hazardous to pedestrian movements or to the normal and reasonable flow of motor vehicular traffic.~~

~~152-21. Violations and Penalties.~~

~~Any person, persons, firm or corporation violating this Article shall be fined not more than twenty dollars (\$20.00) for each day such violation shall continue after written notice from the City Engineer or Director of Community Services.~~

PART 3

Sidewalks

~~ARTICLE XII~~

~~CONSTRUCTION STANDARDS~~

~~152-22. Grade Established.~~

~~All sidewalks hereafter constructed or relaid within the limits of the City of Dover shall conform to the established grade of the highways, and all such construction shall be under the immediate supervision of the Director of Community Services.~~



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~~152-23. Construction Location and Type.~~

~~The City Council shall have the final determination of the location and type of construction of all new sidewalks within the City of Dover. The actual construction of such sidewalks shall be under the direction of the Director of Community Services, and only funds so specified by the City Council may be used for this purpose.~~

~~152-24. Maintenance and Repair.~~

~~Existing sidewalks shall be repaired and maintained under the direction of the Director of Community Services with such funds as shall be appropriated by the City Council for such purpose.~~

~~152-25. Extensions and Improvements Limited.~~

~~The provisions of this Chapter shall not obligate the Director of Community Services to assume liabilities for sidewalk extension or improvement, in excess of the sum provided for such purpose by the City Council.~~

ARTICLE XIII

SIDEWALK OBSTRUCTIONS

~~[Added 02-24-2010 by Ord. No. 2010.02.10-3; Amended 07-14-2010 by Ord. No. 2010.07.14-24]~~

~~152-26. Definitions.~~

As used in this Chapter the following terms mean:

~~NEWSPAPER OR NEWS PERIODICAL~~—A daily or weekly publication containing all of the following: current news, editorials, feature articles and advertising.

~~NEWS RACK~~—Any self-service or coin-operated box, container, storage unit or other dispenser installed, used, or maintained for the display and sale of Newspapers or News Periodicals.

~~PUBLIC WAY OBSTRUCTION~~—Any object, not including sandwich board signs governed by the provisions of Chapter 170-32 which in any way obstructs the free passage of pedestrians, wheelchairs or vehicles on the streets, sidewalks, or roadways.



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~~152-27. Certain Public Way Obstructions Prohibited.~~

- ~~A. No person shall install, use, attach or maintain any Public Way Obstruction which projects onto, into, or over any part of the roadway of any public street.~~
- ~~B. No person shall install, use, attach or maintain any Public Way Obstruction which, in whole or in part, rests upon, in, or over any public sidewalk, when such installation, use or maintenance results in one or more of the following:~~
- ~~(1) Endangers the safety of persons or property, or~~
 - ~~(2) When such site or location is used for public utility purposes, public transportation purposes or other governmental use, or~~
 - ~~(3) When such public way obstruction unreasonably interferes with, or impedes the flow of, pedestrian or vehicular traffic, including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, or the use of poles, posts, traffic signs or signals, hydrants, mailboxes, or other objects permitted at or near said location.~~

~~152-28. Licensing of Location — News Rack Limited Exception.~~

- ~~A. No person shall install or maintain any Public Way Obstruction which, in whole or in part, rests upon, in or over any public sidewalk, except News Racks, without first applying for and obtaining a license from the Dover Licensing Board (See Chapter 35 Licensing Board). The license application shall include the following:~~
- ~~(1) The physical dimensions of the public way obstruction;~~
 - ~~(2) The name, address and telephone number of the person or company responsible — for the obstruction;~~
 - ~~(3) A diagram showing the location of the obstruction and the dimensions of the — sidewalk upon which it is to be located.~~



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~~B. News Racks shall require the submission of a license application, but the license shall be granted by the City Clerk on a ministerial basis without the requirement of Licensing Board approval. News Racks must comply with the remaining provisions of this ordinance.~~

~~C. The Licensing Board (see Chapter 35) may waive licensing requirements for applicants who plan to temporarily maintain a public way obstruction for the purpose of public expression of views and/or non-commercial objects such as cigarette disposal containers or complimentary non-business related seating or similar related activities. [Added 07-14-2010 by Ord. No. 2010.07.14-11]~~

~~152-29. Standards for Installation, Maintenance and Operation.~~

~~Any public way obstruction which, in whole or in part, rests upon, in, or over any public sidewalk or parkway shall comply with the following standards:~~

~~A. No Public Way Obstruction shall be placed, installed, used or maintained in any location whereby the clear space for the passageway of pedestrians is reduced to less than forty (40) inches; or would otherwise interfere with the free passage of a wheelchair. [Amended 07-14-2010 by Ord. No. 2010.07.14-11]~~

~~B. Every Public Way Obstruction shall be maintained in compliance with any conditions attached to the issuance of the license.~~

~~152-30. Public Way Obstruction Identification Required.~~

~~Every person, or other entity, which places or maintains a Public Way Obstruction on the streets of the City including News Racks shall have his/her, or its name, address and telephone number displayed in a place where such information may be easily seen.~~

~~——— A. Public Way Obstructions shall be licensed individually by location.~~

~~B. The City shall issue a proof of license to be displayed to the public by the licensee in
——— a prominent location.~~



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~~C. Fees for licenses for Public Way Obstructions shall be adopted by the City Council on an annual basis, for each table, chair, or other Public Way Obstruction except that there shall be no fee for a News Rack license.~~

~~D. All licenses must be renewed annually prior to July 1st.~~

~~E. Unlicensed News Racks or public way obstructions will be considered abandoned and subject to removal without notice.~~

~~F. All licenses are non-transferable.~~

~~G. Members of the public shall be permitted to use outdoor seating and tables installed
— by licensees irrespective of whether there is a purchase of products or services from
— the licensee.~~

~~H. A License shall only be issued for locations in front of, or on the side of, businesses or
— properties owned by the licensee.~~

~~152-31. Hold Harmless and Insurance.~~

~~Every person or other entity which places or maintains a public way obstruction on a public sidewalk, parkway, roadway or street in the City shall file a written statement with the City Clerk satisfactory to the General Legal Counsel, whereby he/she, or it agrees to indemnify and hold harmless the City, its officers, City Council Members and employees, from any loss or liability or damage, including expenses and costs, for bodily or personal injury, and for property damage sustained by any person as a result of the installation, use, or maintenance of the public way obstruction within the City. A Certificate of Insurance in a form approved by the General Legal Counsel indicating no less than one million dollars (\$1,000,000.00) in general liability insurance coverage and naming the City as an additional insured shall be maintained on file with the City Clerk by each such person or entity.~~

~~152-32. Removal of News Rack or Public Way Obstruction.~~

~~The City Manager or his/her designee shall remove any Public Way Obstruction placed on any street, sidewalk, parkway or roadway in violation of this Chapter.~~



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~~152-33. Severability.~~

~~The provisions of this Chapter are severable. If any provision of this Chapter or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Chapter which can be given effect without the invalid provisions or application.~~

~~152-34. Injunction.~~

~~Any violation of this Chapter is hereby declared to be a nuisance. In addition to any other relief provided by this ordinance, the City may apply to a Court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this Chapter. Such application for relief may include seeking a temporary restraining order, preliminary injunction and permanent injunction.~~

~~152-35. Damage to Public Way Obstructions.~~

~~Any damage to Public Way Obstructions, whether or not properly licensed, by any cause whatsoever, including snowplowing and removal, will be at the sole expense of the owner.~~

~~152-36. Penalty.~~

~~Any person, firm or corporation violating any provision of this ordinance shall be fined one hundred dollars (\$100.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.~~

3. AMENDMENT

To add the following language in substitution as follows:

SIDEWALKS AND HIGHWAYS

CHAPTER 152

152-1. Purpose.

152-2. Definitions.



CITY OF DOVER

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ARTICLE I

152-3. Requests for New Streets; City Acceptance of Public Roads.

152-4. Street Names.

152-5. Unauthorized Street Names and Signs.

152-6. Street Numbers.

ARTICLE II

152-7. Construction of Sidewalks.

152-8. Permit Required to Work in Public Roads and Sidewalks.

152-9. Permit Required to Obstruct or Encumber a Public Road or Sidewalk.

152-10. Railings, Fences, and Traffic/Pedestrian Controls.

152-11. Permit for Driveways.

152-12. Permission to Erect Entrances to Structures.

152-13. Uncovered Cellars, Drains, and Other Cavities.

152-14. Marquees, Signs, Awnings, and Other Intrusions.

152-15. Permit Required to Move Buildings Through Public Roads.

152-16. Snow, Ice, and Liquids on Streets and Sidewalks.

152-17. Public Road and Sidewalk Protection.

152-18. Selling Merchandise on Public Roads or Sidewalks.

152-19. Vehicles Selling Consumable Merchandise.

152-20. Sidewalk Seating.



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152-21. Installation of Monitoring Wells on City Property or in a Public Road.

ARTICLE III

152-22. Poles, Wires, and Water & Gas Lines Subject to City License.

152-23. Quality of Materials Used and Construction Performed.

152-24. Posting Bills.

152-25. Wires Attached to Trees.

152-26. Fastening of Wires.

152-27. Removal of Wires.

152-28. Wires, Conduits, and Poles Passing out of Use.

152-29. Inspection of Wires.

152-30. Wires, Poles, and Fixtures.

152-31. Licensed Structures to be Identified and Numbered.

ARTICLE IV

152-32. Penalties.

152-33. Severability.

152-1. Purpose.

The purpose of this Chapter is the regulation of the use and occupancy of PUBLIC ROADS, PRIVATE ROADS, SIDEWALKS, and CITY property in the interest of public safety and convenience, and the operation and protection of public infrastructure and investment. Excavation and restoration standards are required to preserve the integrity, operational safety, and functionality of PUBLIC ROADS and SIDEWALKS.



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152-2. Definitions.

The following are definitions of terms as used in this Chapter.

CITY – Dover, New Hampshire.

CITY MANAGER – The Dover City Manager, or designee.

DIG SAFE – The “Underground Facility Damage Prevention System,” also commonly known as the Dig Safe law, found at NH RSA 374:48.

DIRECTOR – The Director of the Community Services Department, or designee.

EMERGENCY – Any event which threatens public health, safety, or infrastructure.

EXCAVATE – To dig into or in any way physically disturb, penetrate, and/or remove any part of or within a PUBLIC ROAD, SIDEWALK, or CITY property.

OBSTRUCT – To place any tangible object in a PUBLIC ROAD or SIDEWALK so as to hinder free and open passage over any part of the PUBLIC ROAD or SIDEWALK for more than a momentary period of time.

OBSTRUCTION – Any tangible object in a PUBLIC ROAD or SIDEWALK that hinders free and open passage over any part of the PUBLIC ROAD or SIDEWALK for more than a momentary period of time.

PERSON – An individual or entity subject to the laws and rules of this State, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

PRIVATE ROAD – A road constructed and maintained by a private owner or owners, to be used for either public or private use which provides access to a PUBLIC ROAD and which may service three (3) or four (4) adjacent parcels of land constructed in accordance with the provisions of Chapter 155 of the Dover Code.

PUBLIC ROAD - Any CITY highway, as defined in RSA 229:1.

SIDEWALK – The paved section of the CITY highway, as defined in RSA 229:1 that is reserved by custom and use for primarily pedestrian activity.



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STREET – Any street, as defined in RSA 672:13, within the CITY.

UTILITY – A public or private utility, as defined in RSA 362:2.

ARTICLE I

152-3. Requests for New Streets; City Acceptance of Public Roads.

- A. All requests for new STREETS within the CITY shall be referred to the Planning Board for a report and recommendation.
- B. The City Council may, at its discretion, accept any STREET dedicated for CITY ownership that has been constructed to CITY standards consistent with Articles VII and VIII of Chapter 155 of the Dover Code. The City Council may refuse to accept any dedicated STREET for any reason including, but not limited to, a STREET in which easements, UTILITY or otherwise, have been granted to third parties prior to CITY acceptance, a STREET which has not been constructed to CITY standards, or a STREET which has not been constructed consistent with Planning Board conditions of approval.
- C. The DIRECTOR is authorized to establish and publish rules, regulations, and procedures including general construction requirements related to the standards for construction of PUBLIC ROADS and SIDEWALKS, including, but not limited to the placement of utilities in the PUBLIC ROAD or SIDEWALK. These rules, regulations, and procedures shall be subject to review and approval by the CITY MANAGER, and a copy shall be filed with the City Clerk.

152-4. Street Names.

- A. Any new PUBLIC ROAD or PRIVATE ROAD, with four (4) or more lots fronted on the PUBLIC ROAD or PRIVATE ROAD, shall be assigned a STREET name pursuant to Subsection B.
- B. Any new STREET name, public or private, shall be approved and assigned in writing by the Building Official following consultation with the Police Chief and Fire Chief.
- C. Any new PUBLIC ROAD or PRIVATE ROAD assigned a STREET name pursuant to Subsections A and B shall have a STREET name sign at any entrance to the STREET.



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which conforms to the CITY STREET name sign guidelines as prepared by the Community Services Department. The owner(s) of any PRIVATE ROAD shall be responsible for maintaining all STREET name signs on such road.

152-5. Unauthorized Street Names and Signs.

- A. No PERSON shall erect, post, or display any sign within twenty (20) feet of a PUBLIC ROAD or PRIVATE ROAD which purports to be, or may be mistaken to be, a STREET name sign unless the STREET name has been reviewed and approved pursuant to Section 152-4. The cost and responsibility of erecting such a sign shall be that of the party applying to the Building Official for approval. The approved sign shall conform to the CITY STREET name sign guidelines as prepared by the Community Services Department. Any PRIVATE ROAD sign shall clearly denote its status as a PRIVATE ROAD.
- B. No PUBLIC ROAD or PRIVATE ROAD shall be named with a name that is the same as or similar to that of an existing PUBLIC ROAD or PRIVATE ROAD within Dover. If a PUBLIC ROAD or PRIVATE ROAD is so named, the CITY MANAGER may petition the City Council to order the name to be changed. Upon receipt of the CITY MANAGER's petition, the City Council shall hold a public hearing to determine if there are public safety reasons to order the name of the PUBLIC ROAD or PRIVATE ROAD to be changed. The City Clerk shall give notice of the public hearing to the owners of all property abutting the PUBLIC ROAD or PRIVATE ROAD that is the subject of the hearing. Notice shall be given by certified mail, mailed to the owners at least ten (10) days prior to the hearing. If after the hearing the City Council determines that it is in the interest of public safety that the name be changed, it shall declare the name to be a public nuisance and order it changed. The City Attorney is authorized to initiate any court proceedings necessary to enforce the order.

152-6. Street Numbers.

The Building Official may order the buildings on any PUBLIC ROAD or PRIVATE ROAD to be numbered or may order any such buildings to be renumbered and shall then require the number designated for each building to be affixed thereto or inscribed thereon. The Building Official shall, upon application in writing, designate the number or numbers required for any building that may hereafter be erected or any building to which numbers have not previously been assigned if, in his/her judgment, such action is necessary. Prior to finalizing the Building Official's designation, the Planning Board shall hold a public hearing with at least ten (10) days' notice, posted in at least two (2) public places within the CITY, by publication in a newspaper in



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circulation in the CITY, and by first class mail to all owners of property being numbered or renumbered, as indicated by CITY records. No public hearing shall be required where said property owner(s) voluntarily consent to the numbering or renumbering by the Building Official.

- A. The numbers shall be designated in such a manner so that a number will be assigned or reassigned to every fifty (50) feet of STREET frontage.
- B. The numbers, assigned or reassigned, shall be attached to the building in such a manner and in such a place as to be easily seen from the PUBLIC ROAD or PRIVATE ROAD. Furthermore, such numbers shall be placed in a location so that they can be seen from the PUBLIC ROAD or PRIVATE ROAD, if necessary, to ensure rapid location by police, fire or other EMERGENCY personnel during hours of darkness. Buildings located in rural-type locations, or located in such a manner that the above requirement is inappropriate, shall be identified at the intersection of the entryway to the property the building is on and the PUBLIC ROAD or PRIVATE ROAD, and the number shall be of sufficient size to be easily seen by the operator of a vehicle approaching said entryway.

ARTICLE II

152-7. Construction of Sidewalks.

- A. All SIDEWALKS shall be of the width and slope, and laid upon the grade, established by the DIRECTOR, shall be true to the required cross sections, even, free from hollows, tears, gouges, corrugations, or other irregularities, and constructed under the supervision of the City Engineer.
- B. The DIRECTOR is authorized to establish and publish rules, regulations, and procedures including general construction requirements related to the standards for construction of SIDEWALKS. These rules, regulations, and procedures shall be subject to review and approval by the CITY MANAGER, and a copy shall be filed with the City Clerk.

152-8. Permit Required to Work in Public Roads and Sidewalks.

- A. No PERSON shall grade, fill, disturb, EXCAVATE, or open the ground or pavement in any PUBLIC ROAD, SIDEWALK, or on CITY property, without first obtaining a written permit of authorization. Such permit shall be issued by the Community Services Department on an application form provided by the Department.



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B. All applications for a permit pursuant to Subsection A shall include for each permit applied for, the application fee(s) and STREET/SIDEWALK pavement damage fee(s) listed in the CITY's annual Schedule of Fees adopted by the City Council. The DIRECTOR, at his/her discretion, may waive the damage fee(s) if the CITY has scheduled the PUBLIC ROAD or SIDEWALK to be reconstructed within one (1) year of the permit application date, or if the roadway PCI is below 25. The Dover Utilities Commission shall establish a process for waiver of the STREET/SIDEWALK pavement damage fee(s) in the case of a demonstrated financial hardship.

C. Protection of PUBLIC ROADS and SIDEWALKS.

(1) In an effort to protect the CITY's investment in its infrastructure, excavations in newly constructed, reconstructed, rehabilitated, or overlaid pavements within PUBLIC ROADS, SIDEWALKS, or on CITY property, are prohibited for five (5) years after the effective date of notice of completion or acceptance of the new, reconstructed, rehabilitated, or overlaid improvements except as follows:

(a) Excavations to remedy a public EMERGENCY or a situation that creates an imminent threat to the public safety, health, or welfare.

(b) Repair or modification to prevent interruption of essential UTILITY services where no reasonable alternatives are available to avoid excavation in new pavements.

(c) Relocation work that is mandated by State or Federal legislation.

(d) UTILITY services for new buildings or parcels without existing UTILITY services where no other reasonable means of providing service exists, as determined by the City Engineer.

(e) Excavations within protected PUBLIC ROADS where the CITY has scheduled the reconstruction within one (1) year due to the failure of the original pavement.

(f) Other situations deemed by the CITY MANAGER to be in the best interest of the general public.

(2) In all of the above exceptions, although a permit will not be denied, the applicant will be responsible for paying a pavement life reduction factor. The



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pavement life reduction factor may be waived by the DIRECTOR, at his/her discretion, if the applicant agrees to perform a full roadway width re-pavement (edge of pavement to edge of pavement) of the impacted area, consistent with the rules, regulations, and procedures established by the DIRECTOR. The pavement life reduction factor will be assessed to the street damage fee(s) as follows:

- (a) PUBLIC ROAD pavement less than two (2) years old: Three (3) times the street damage fee.
 - (b) PUBLIC ROAD pavement from two (2) years to five (5) years old: Two (2) times the street damage fee.
- D. Within six (6) months of the completion of the excavation, the permittee shall provide the DIRECTOR with electronic copies of the as-built plans for the work performed, in a form compatible with the CITY's GIS system. The DIRECTOR may waive this requirement in writing at his/her discretion.
- E. Whenever a PERSON is granted a permit to EXCAVATE in any PUBLIC STREET, SIDEWALK, or CITY property, prior to any work commencing the DIRECTOR shall require the requesting party to furnish a two (2) year surety to the CITY, or a bond in favor of the CITY, in an amount sufficient to complete the project and ensure its viability for the surety period.
- F. The DIRECTOR is authorized to establish and publish rules, regulations, and procedures, including general construction and paving requirements, general permit instructions related to excavation permits, including, but not limited to, a review by DIG SAFE of the proposed work, and to prescribe the forms necessary for the management and operation of the excavation permit program under this Section. These rules, regulations, and procedures shall be subject to review and approval by the CITY MANAGER, and a copy shall be filed with the City Clerk.

152-9. Permit Required to Obstruct or Encumber a Public Road or Sidewalk.

No PERSON shall OBSTRUCT a PUBLIC ROAD or SIDEWALK without a permit from the Community Services Department. All applications for a permit to OBSTRUCT a PUBLIC ROAD or SIDEWALK shall include for each application the fee listed in the annual Schedule of Fees adopted by the City Council. Notwithstanding the foregoing, Block Parties, Parades, and Road Toll permits may be issued by the City Council, upon the recommendation of the Police Department, subject to Chapter 35 of the Dover Code.



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152-10. Railings, Fences, and Traffic/Pedestrian Controls.

Wherever any PUBLIC ROAD, SIDEWALK, or CITY property shall under any permit granted as provided in Section 152-8 or 152-9 be disturbed, dug up, obstructed, or encumbered, and thereby rendered unsafe or inconvenient for travelers, the PERSON performing such work shall put, and at all times maintain, a suitable railing, fence, or traffic/pedestrian controls around the section or parts of the PUBLIC ROAD, SIDEWALK, or other CITY property so disturbed, dug up, obstructed, or encumbered, so long as the same shall be or remain unsafe or inconvenient. Said PERSON shall also, within such reasonable time as the DIRECTOR shall direct, repair such PUBLIC ROAD, SIDEWALK, or CITY property to the acceptance of the City Engineer.

152-11. Permit for Driveways.

All applications for a permit to repair, widen, reconstruct, or construct a driveway from a residential or commercial property onto a PUBLIC ROAD shall comply with the relevant provisions of Chapters 92 and 149 of the Dover Code.

152-12. Permission to Erect Entrances to Structures.

No PERSON shall construct, erect, or maintain any stepping stone, doorstep, portico, porch, entrance, or passageway to any cellar or basement or any other structure in or upon any PUBLIC ROAD or SIDEWALK, without a written license approved by the City Council. No PERSON shall suffer the platform or grate of the entrance passageway to his/her cellar or basement in any PUBLIC ROAD or SIDEWALK to rise above the even surface of such PUBLIC ROAD or SIDEWALK, and every such entrance or passageway shall be kept at all times covered by suitable and substantial platform or grate, or in case it shall be kept open, it shall be guarded and protected by a sufficient railing on both sides thereof, at least three and one-half (3½) feet high, or higher if required by applicable building or safety code, and be well lighted at night.

152-13. Uncovered Cellars, Drains, and Other Cavities.

If any PERSON shall dig or sink, or cause to be dug or sunk, or have uncovered, or cause to be left uncovered, any cellar, drain, or other cavity in the ground adjoining any PUBLIC ROAD or SIDEWALK, he/she shall at all times erect and maintain, so long as it may be necessary for the purpose, a railing or fence on or near the line of such PUBLIC ROAD or SIDEWALK, sufficient to guard and protect travelers and passengers from falling into such



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cellar, drain, or other cavity in the ground or being injured thereby. No PERSON shall permit or suffer his/her drain in any PUBLIC ROAD or SIDEWALK to be or remain open or uncovered unless it shall be enclosed by a strong and safe curb, guard, or fence.

152-14. Marquees, Signs, Awnings, and Other Intrusions.

No PERSON shall establish or maintain any marquee, sign, awning, or other structure on, or attached to, his/her place of business, house, or structure over any part of any PUBLIC ROAD or SIDEWALK, unless the same is safely fixed and supported so as in no way to impede, hinder or endanger pedestrians, or impact the free passage over or across the PUBLIC ROAD or SIDEWALK. The lowest part of such sign, awning, marquee, or other structure shall be at least fifteen (15) feet above the PUBLIC ROAD and at least ten (10) feet above the SIDEWALK; nor shall any PERSON hang, affix or fasten or place or allow to remain upon the outer edge of any SIDEWALK any sign or showcase whatever or display any goods, merchandise or samples of any business calling, trade, art or craft, so as to OBSTRUCT the free passage and view from the STREET to SIDEWALK or from the SIDEWALK to STREET. Any and all signs shall otherwise comply with the provisions of Chapter 170 of the Dover Code.

152-15. Permit Required to Move Buildings Through Public Roads.

No PERSON shall move, or assist in moving, any building, not including garden sheds, or modular and manufactured housing as defined under State law, through or over any PUBLIC ROAD without first having obtained a permit issued by the DIRECTOR, following consultation with the Building Official and Police Chief. Said PERSON shall comply in all respects with the conditions of the permit. Such permit shall be issued by the Community Services Department on an application provided by the Department. All applications for a permit to move a building through or over any PUBLIC ROAD shall include for each application the fee listed in the annual Schedule of Fees adopted by the City Council.

152-16. Snow, Ice, and Liquids on Streets and Sidewalks.

- A. No PERSON shall put or place, or cause to be put or placed, any snow or ice upon the surface of the traveled portion of any PUBLIC ROAD, PRIVATE ROAD, or SIDEWALK, nor shall such snow or ice be put or placed on a PUBLIC ROAD or PRIVATE ROAD so as to block access to SIDEWALKS or hydrants.
- B. No PERSON shall push snow or ice across the traveled surface of PUBLIC ROAD or SIDEWALK for the purpose of snow removal from land adjoining said PUBLIC ROAD or SIDEWALK.



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- C. No PERSON shall deposit, or cause to be deposited, including, but not limited to deposits from roof and/or foundation drains, any liquid from private property in or upon any PUBLIC ROAD, SIDEWALK, or CITY property, in such a manner so as to cause a condition hazardous to pedestrian movements and/or to the normal and reasonable flow of vehicle traffic.

152-17. Public Road and Sidewalk Protection.

- A. The roofs of all buildings located on or near the edge line of any PUBLIC ROAD or SIDEWALK shall be protected by railings or guards of sufficient height and strength to prevent the falling of ice and snow from such roofs onto the PUBLIC ROAD or SIDEWALK. The owner of such a building shall be responsible for the adequacy of such railings or guards.
- B. All trees or shrubs planted on private property that stand along any PUBLIC ROAD or SIDEWALK, the branches of which extend over any part of the PUBLIC ROAD or SIDEWALK, shall be maintained by the owner of such private property so that such branches do not impede the safe and orderly passage of PERSONs and vehicles over the PUBLIC ROAD or SIDEWALK, failing which the CITY may perform such maintenance consistent with the provisions of RSA Chapter 231.
- C. No fences, walls, or other structures shall be placed or constructed within a PUBLIC ROAD without a license for such structure provided by the City Council.
- D. No PERSON shall put, or place, or cause to be put or placed, any trash in or on any PUBLIC ROAD, PRIVATE ROAD, SIDEWALK, or CITY property, except as is permitted pursuant to the provisions of Chapter 97 of the Dover Code.
- E. No PERSON shall put, or place, or cause to be put or placed, in or on any PUBLIC ROAD, PRIVATE ROAD, SIDEWALK, or CITY property, any article or material which would be liable to cause damage to the tires or wheels of automobiles, bicycles, or any other vehicles traveling lawfully thereon.

152-18. Selling Merchandise on Public Roads or Sidewalks.

No PERSON shall use any PUBLIC ROAD, SIDEWALK, or CITY property for the sale of merchandise, without first obtaining a written license for each day of such use pursuant to Chapter 133 of the Dover Code.



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152-19. Vehicles Selling Consumable Merchandise.

No cart, wagon, or other vehicle, loaded with any consumable article to be exposed for sale, shall be permitted to stand for a market on any PUBLIC ROAD, SIDEWALK, or CITY property without first obtaining a written license for each day of such use pursuant to Chapter 133 of the Dover Code.

152-20. Sidewalk Seating.

A business that regularly and customarily sells food or drink may obtain a permit from the DIRECTOR to operate an outdoor seating area on a SIDEWALK, for service and consumption of food or drink prepared on premises, on the terms and conditions set out below. The permit shall specify the area to be used for outdoor seating, the furniture to be used within the outdoor seating area, and the proposed arrangement of the furniture. Permits may only permit outdoor seating between May 15th and November 15th and shall only be valid for the calendar year in which issued. Businesses wishing to serve alcohol in an outdoor seating area shall also comply with the provisions of Chapter 99-12 of the Dover Code. Such permit shall be issued by the Community Services Department on an application provided by the Department. All applications for a permit for SIDEWALK seating shall include for each application the fee listed in the annual Schedule of Fees adopted by the City Council.

An outdoor seating area shall meet all of the following requirements:

- A. The building in which the licensed business operates must share a common boundary line with a SIDEWALK.
- B. The outdoor seating area shall not extend beyond the boundaries fronting the licensed business and shall be open and available to all individuals, not solely customers of the permittee.
- C. The outdoor seating area shall allow a minimum four (4) foot wide unobstructed pedestrian corridor at all times. Wider pedestrian corridors or increased clearances may be required where warranted by pedestrian traffic or other circumstances. Furniture in an outdoor seating area may be located next to the curb, with two (2) feet clearance, and/or adjacent to the building, so long as clearances are maintained. Where existing OBSTRUCTIONS are present (such as fire hydrants), the corridor can be measured to go around these OBSTRUCTIONS.
- D. The outdoor seating area must not block access to public amenities like STREET furniture, trash receptacles, and way finding, or directional signs.



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- E. Furniture must be made of durable material. No plastic, or unfinished or pressure treated wood furniture is permitted.
- F. Planters or pots may be used to define the outdoor dining space but are not required.
- G. Lighting must not cause glare to pedestrians or vehicular traffic and must not be affixed to CITY trees.
- H. The outdoor seating area must be kept clean and neat, and all trash shall be properly disposed.

152-21. Installation of Monitoring Wells on City Property or in a Public Road.

- A. A PERSON shall not disturb or EXCAVATE within a PUBLIC ROAD, SIDEWALK, or CITY property, for the purposes of installing a groundwater monitoring well without first obtaining a written permit of authorization from the Community Services Department. Such permit shall be issued by the Community Services Department on an application provided by the Department. All applications for a permit to install monitoring wells within a PUBLIC ROAD, SIDEWALK, or CITY property shall include for each application the fee listed in the annual Schedule of Fees adopted by the City Council.
- B. The DIRECTOR is authorized to establish and publish rules, regulations, and procedures including general permit instructions and construction requirements related to groundwater monitoring well permits, and to prescribe the forms necessary for the management and operation of the monitoring well permit programs under this Section. These rules, regulations, and procedures shall be subject to review and approval by the CITY MANAGER, and a copy shall be filed with the City Clerk.

ARTICLE III

152-22. Poles, Wires, and Water & Gas Lines Subject to City License.

- A. No PERSON shall hereinafter erect, construct, put up, or maintain any pole, wire(s), terminal, underground conduits and cables, structures, or other electrical appurtenances for television, telephonic, telegraphic, electric power or electric lighting, or any water or gas lines, along, across, under or over any PUBLIC ROAD, SIDEWALK, or CITY property without a license having first been obtained from the CITY consistent with



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RSA 231:159-189, or successor statute, and no such license shall be granted except upon written application to the City Clerk stating for what purpose or purposes said pole or wire(s) are to be used. Any PERSON granted such license shall not permit other PERSONs to attach wires to such licensed poles unless such other PERSONs also obtain a license from the CITY pursuant to this Section. All licenses issued under this Section shall forever thereafter be subject to such alterations and requirements as the CITY may from time to time impose, and be further subject to revocation when, in the judgment of the CITY, the public interests will be best served thereby; and all poles, wires, terminal or other electrical appliances now in use shall be subject to the same conditions.

- B. Authority to issue the License under this Section is delegated to the CITY MANAGER pursuant to RSA 231:161, I (b).
- C. The DIRECTOR is authorized to establish and publish rules, regulations and procedures related to the standards for installation pursuant to licenses issued under this Section. These rules, regulations and procedures shall be subject to the review and approval by the CITY MANAGER, and a copy shall be filed with the City Clerk.
- D. Within six (6) months of the completion of the installation pursuant to licenses issued under this Section, the Licensee shall provide the DIRECTOR with electronic copies of the as-built plans, compatible with the CITY's GIS system, for all of the items placed/installed in within the PUBLIC ROAD, SIDEWALK, or CITY property pursuant to the license granted. Failure to provide such plans within six (6) months of placement/installation shall be cause to revoke the license.

152-23. Quality of Materials Used and Construction Performed.

All construction work performed pursuant to a license granted under Section 152-22 shall be thoroughly performed in accordance with all applicable codes, and all kinds of material used shall be of the best quality obtainable, and subject to the approval of the DIRECTOR. The poles shall be sound, smooth, and straight, firmly set in the ground, and of such height, and erected at such points and in such a manner and the wires secured with such insulators, or other fixtures of fastenings, as shall preclude all danger from fire or other injury to PERSONs or property; all poles from which are suspended a wire or wires carrying more than five hundred (500) volts shall be plainly so marked. All pavements removed in the erection or removal of poles shall be properly replaced, and all removal of each for the same purpose shall be properly restored and the STREET left in a condition which shall fully satisfy the DIRECTOR.



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152-24. Posting Bills.

No PERSON shall use said poles for which a license has been granted pursuant to Section 152-22 for the posting of bills or other advertising purposes or any other purpose except that for which the license was granted.

152-25. Wires Attached to Trees.

No PERSON to whom a license has been granted pursuant to Section 152-22, shall attach any electric wires, insulator, or any device for the holding of any wire to any tree growing or planted upon any PUBLIC ROAD, SIDEWALK, or CITY property, without a written permit of the Community Services Department.

152-26. Fastening of Wires.

Every PERSON or corporation having any wire or wires running through a PUBLIC ROAD, SIDEWALK, or CITY property pursuant to a license issued pursuant to Section 152-22, shall securely fasten such wire or wires to such pole(s), so that they shall not come loose and come into contact with any PERSON.

152-27. Removal of Wires.

Whenever in the event of a fire it may be deemed necessary by the officers of the Fire Department, to cut, break, pull down, or remove any of said wires installed pursuant to a license issued pursuant to Section 152-22, in order to extinguish or prevent the spread of a fire, or protect the safety of PERSONS, or property, such action may be taken without any liability therefor on their part or the part of the CITY, and such wires so damaged or destroyed shall be repaired and restored by the owners thereof, at their expense, without expense or cost to the CITY.

152-28. Wires, Conduits, and Poles Passing out of Use.

Whenever any wires, conduits, or poles installed pursuant to a license issued pursuant to Section 152-22, now in use or hereafter constructed, shall pass out of use or become useless or "dead wires," so-called, the owners thereof shall within sixty (60) days take down and remove the same together with all the other fixtures belonging to said wires, conduits, or poles; and in case of any refusal or neglect to comply with this provision, the CITY may forthwith revoke the license by which such wires, conduits, or poles were installed.



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152-29. Inspection of Wires.

The CITY shall have the right, but not the obligation, to examine and inspect all wires, poles, conduits, and all fixtures and appliances pertaining thereto, erected upon, over, under, or along any PUBLIC ROAD, SIDEWALK, or CITY property pursuant to a license issued pursuant to Section 152-22; and the CITY shall have full power and authority to order any and all needed repairs of such wires, poles, conduits, and other fixtures, and to further require of the owners of such wires, poles, conduits, or other fixtures to use safety and protective devices in accordance with generally accepted standards of construction for the protection of property to the public. The CITY shall also have the right, but not the obligation, from time to time, to make such inspections as may be reasonably necessary in its discretion to ascertain that said poles, wires, conduits, and other fixtures and appliances are in a safe and suitable condition; and in cases of defective or dangerous wires, poles, conduits, and other fixtures, they shall be authorized to take such immediate action with reference thereto as may be necessary for the public safety. The CITY may also require the use of guard wires wherever needed, and all construction of additional poles and wires provided for under this Section shall be under the CITY's supervision and direction.

152-30. Wires, Poles, and Fixtures.

At any time when the owners of wires, poles, or fixtures installed pursuant to a license issued pursuant to Section 152-22, shall neglect to repair and keep them in a safe condition, to the satisfaction of the CITY, upon fifteen (15) days' notice to said owners, or any agent, and a hearing if requested, the CITY may order the removal forthwith of said wires, poles and fixtures; and any license previously obtained shall thereby be revoked. Nothing in this Section shall be construed as exempting the owners of said wires from frequent and careful inspection of the same by their own agents. Any inspection by a municipal officer is in addition to such inspections and is intended as supplemental to the owners' required inspection.

152-31. Licensed Structures to be Identified and Numbered.

All corporations, firms, and individuals owning or having the care or control of structures erected in or on a PUBLIC ROAD, SIDEWALK, or CITY property pursuant to a license issued pursuant to Section 152-22, shall cause the same to be numbered in numerical order, with the initials of the corporation, firm or individual owning or having care or control of said structure.



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ARTICLE IV

152-32. Penalties.

Any PERSON who violates any provision of this Chapter shall be subject to the fines set forth in the Schedule of Fees adopted by the City Council.

152-33. Severability.

The provisions of this Chapter are severable. If any provision of this ordinance or its application to any person or circumstance is held invalid by a Court of competent jurisdiction, such invalidity shall not affect the other provisions or applications of this Chapter which can be given effect without the invalid provisions or application.

4. TAKES EFFECT

This ordinance shall take effect on January 1, 2018 following 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 Dennis Ciotti
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



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DOCUMENT HISTORY:

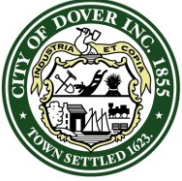
First Reading Date:	09/13/2017	Public Hearing Date:	09/27/2017
			10/25/2017
Approved Date:		Effective Date:	

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

This ordinance is a comprehensive rewrite of Chapter 152. The purpose of this ordinance is the regulation of the use and occupancy of right-of-ways in the interest of public safety and convenience, and the operation and protection of public infrastructure and investment. Excavation and restoration standards are required to preserve the integrity, operational safety, and functionality of the public right-of-ways.



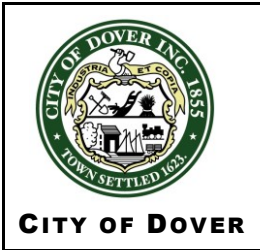
CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.10.11 – 135**
Resolution Re: **Regarding the Public Necessity to Condemn Certain Property off Broadway for Drainage Improvements**

- WHEREAS: Much of the City of Dover’s storm water drainage in the northeastern part of the City runs through an existing granite box culvert in/on/under property of the Boston and Maine Railroad, also known as Pan Am Railroad (the “Railroad”) behind Red’s Shoe Barn; and
- WHEREAS: The existing granite box culvert is well over 100 years old and not sufficiently sized to carry the necessary drainage; and
- WHEREAS: During significant rain events, flooding can occur on Broadway and surrounding areas due to the inability to drain sufficient quantities of storm water through the granite box culvert; and
- WHEREAS: As part of the City’s drainage work off Broadway, the City proposes to install a new drainage culvert of approximately 84” in diameter through/under land owned by the Railroad to remediate flooding issues; and
- WHEREAS: The project requires the City to acquire a utility easement over/under/along property owned by the Railroad situated along Broadway; and
- WHEREAS: The ownership of the Railroad’s property is recorded at the Strafford County Registry of Deeds at Book 247, Pages 196 and 287; and
- WHEREAS: The property interests are more fully described in a draft easement plan prepared by McEneaney Survey Associates, Inc. entitled Drainage Easement Plan prepared for the City of Dover, New Hampshire, Land in Dover, New Hampshire owned by Boston and Maine Corporation, scale: 1” = 20’, dated October 31, 2006 (revised through November 15, 2016), Location: Off Broadway, Dover, Strafford County, New Hampshire, Dover Tax Map 24, Lot 2A,” prepared by McEneaney Survey Associates, Inc.; and
- WHEREAS: The City seeks a permanent 30 foot wide easement containing 5,601 square feet, more or less, to install and maintain a new drain line under existing Railroad property and rail lines; and
- WHEREAS: The City also seeks a temporary 100 foot wide construction easement to facilitate installation of the new drain lines; and
- WHEREAS: The City Council of the City of Dover has determined that it is in the public interest and necessary for the City to construct storm water drain improvements off Broadway as described; and
- WHEREAS: Pursuant to NH RSA 47:11 the City Council has the lawful power to undertake the “layout” of sewers and drains (for storm water) and to acquire by eminent domain property necessary for that effort following certain procedures set out in RSA 230 et seq. and RSA 498-A et seq.; further authority exists under NH RSA 149-I:2 and other statutes.



CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2017.10.11 – 135**
Resolution Re: **Regarding the Public Necessity to Condemn Certain Property off Broadway for Drainage Improvements**

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

That after notice and public hearing, the City Council of the City of Dover hereby declares that there is a public necessity to acquire the above-mentioned temporary and permanent easements across property owned by the Boston and Maine Corporation for sewer and storm water management purposes and that such easements are for the public use and benefit; and

The City Council further finds that in balancing the public interest in the acquisition with the private interest of the property owner, the public interest outweighs the private interest; and

The City Council also finds that in balancing the public interest in the acquisition against the burden it imposes on the City, the public interest is greater than the burden.

AND, FURTHER BE IT RESOLVED;

That the City Manager is authorized to acquire by negotiated sale, condemnation, or any other appropriate method any and all property interests in as much of the property described in this Resolution as may be necessary to complete the storm water drainage and other improvements in the Broadway area.

REQUIRES A PUBLIC HEARING

AUTHORIZATION

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

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 12.C.1.	
Resolution Number: R – 2017.10.11 – 135 Resolution Re: Regarding the Public Necessity to Condemn Certain Property off Broadway for Drainage Improvements		

DOCUMENT HISTORY:

First Reading Date: _____ Approved Date: _____	Public Hearing Date: _____ Effective Date: _____
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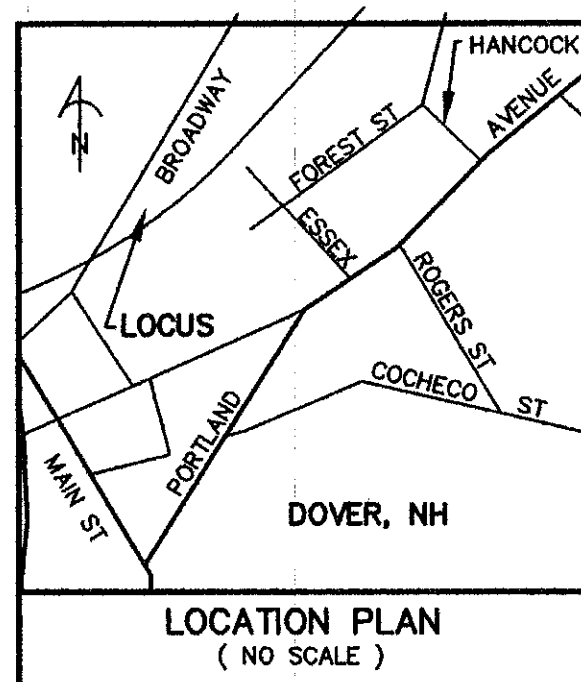
DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

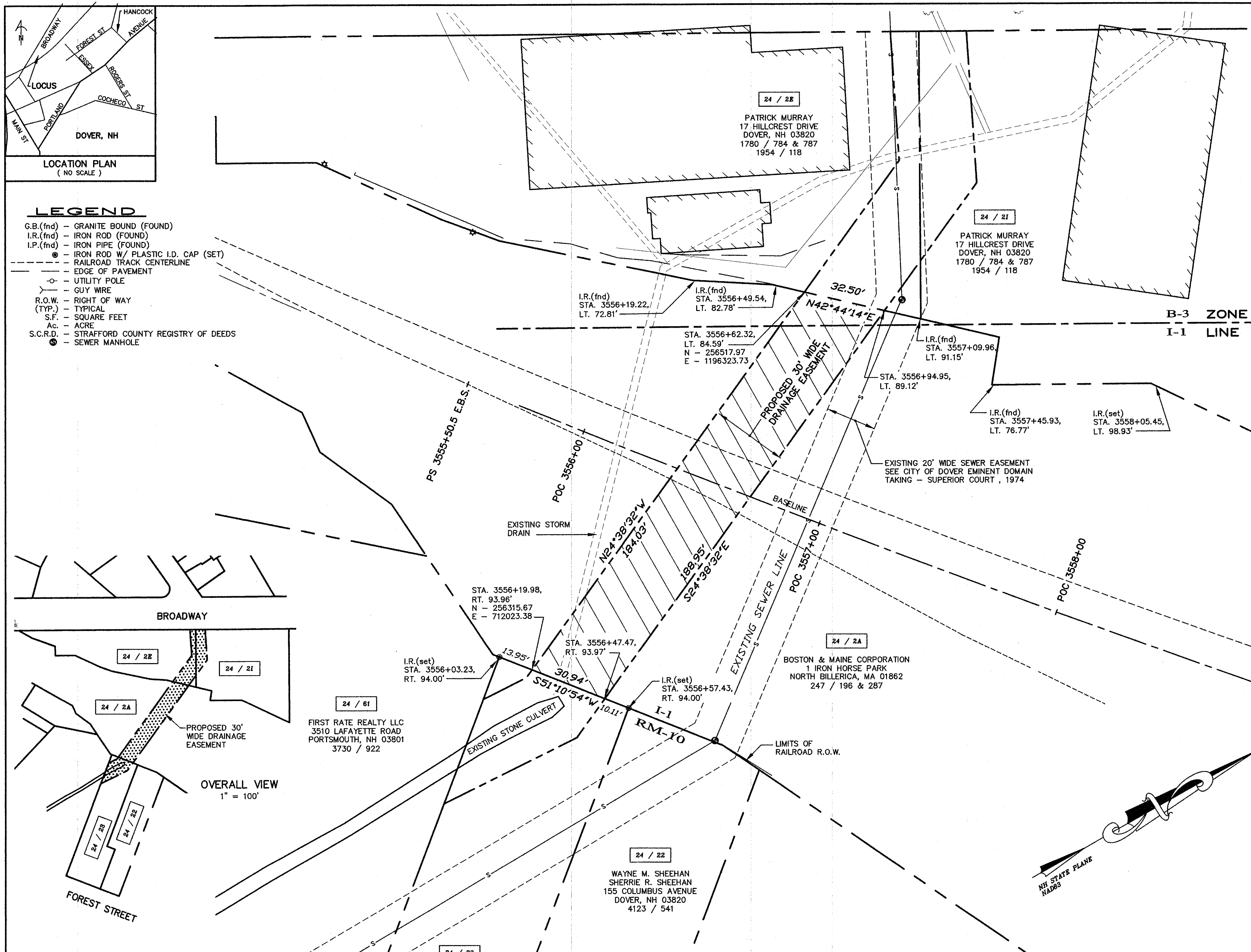
The existing drainage infrastructure in the vicinity of Broadway near Red's Shoe Barn and the Railroad tracks is insufficient to deal with storm water in that area of the City which can result in storm water flooding. Specifically, all drainage in that area of the City runs through an undersized granite box culvert through/under property owned by the Boston and Maine Railroad (a.k.a Pan Am Railroad). The City seeks to update and upgrade this drainage by installation of new larger drainage infrastructure through/under the Railroad's property. The City needs permanent easement rights to install this new infrastructure.

See draft easement plan attached.



LEGEND

- G.B.(fnd) - GRANITE BOUND (FOUND)
- I.R.(fnd) - IRON ROD (FOUND)
- I.P.(fnd) - IRON PIPE (FOUND)
- - IRON ROD W/ PLASTIC I.D. CAP (SET)
- - - RAILROAD TRACK CENTERLINE
- - - EDGE OF PAVEMENT
- UTILITY POLE
- GUY WIRE
- - - R.O.W. - RIGHT OF WAY
- (TYP.) - TYPICAL
- S.F. - SQUARE FEET
- Ac. - ACRE
- S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS
- ⊙ - SEWER MANHOLE



OVERALL VIEW
1" = 100'

NO.	DATE	DESCRIPTION	BY	CHK
2	11/15/16	REV. DATUM, UPDATE TO 2016 INFO	KJF	KMM
1	1/11/07	ADD SEWER EASMENT, DRAIN LINE	KJF	KMM
REVISIONS				
PROJECT NO	TYPE	FIELDBOOK & PAGES		
99-1098	EASEMENT			

REFERENCE PLANS:

- PLAN OF LOT LINE ADJUSTMENTS AND LOT CONSOLIDATIONS - LAND IN DOVER, NEW HAMPSHIRE, BOSTON AND MAINE CORPORATION TO PATRICK MURRAY; SCALE: 1" = 20'; DATED: JULY 21, 2004; BY: McNEANEY SURVEY ASSOCIATES; RECORDED S.C.R.D. PLAN 76-47.
- "RIGHT OF WAY AND TRACK MAP", BOSTON AND MAINE R.R., OPERATED BY THE BOSTON AND MAINE R.R., STATION 3548+57 TO STATION 3601+37; SCALE: 1" = 100 FT.; DATED: JUNE 30, 1914, (REVISED TO FEB. 1994); OFFICE OF THE VALUATION ENGINEER; NOT RECORDED.

NOTES:

- OWNERS OF RECORD:
24 / 2A BOSTON & MAINE CORPORATION
1 IRON HORSE PARK
NORTH BILLERICA, MASSACHUSETTS, 01862
S.C.R.D. VOL. 247, PAGES 196 & 287
- 24 / 2A - DENOTES TAX MAP AND PARCEL NUMBER.
- ZONING DISTRICTS ARE CBD (RESIDENTIAL) & I-1
ZONE CBD I-1
MINIMUM LOT SIZE = N/A = 40,000 S.F.
MINIMUM FRONTAGE = 75 FEET = 150 FEET
BUILDING SETBACK REQUIREMENTS:
FRONT = 8-15 FEET = 50 FEET
REAR = 5 FEET = 25 FEET
SIDE (ABUT A LOT) = 5 FEET = 15 FEET
MAXIMUM LOT COVERAGE = 40 PERCENT = 50 PERCENT
MAXIMUM BUILDING HEIGHT = 3 STORY = 50 FEET
- THE INTENT OF THIS PLAN IS TO DEPICT A PERMANENT 30 FOOT WIDE DRAINAGE EASEMENT ON LOT 24/2A.
LOT 24/2A EASEMENT AREA = 5,595 S.F.
- BASIS OF BEARING AND LISTED COORDINATES ARE CITY OF DOVER G.I.S.
- STATION AND OFFSET INFORMATION SHOWN IS BASED ON REFERENCE PLAN #2.

PRELIMINARY

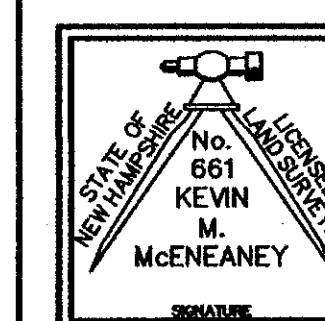
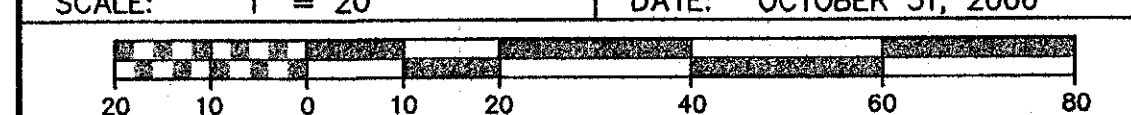
DRAINAGE EASEMENT PLAN
PREPARED FOR
THE CITY OF DOVER, NEW HAMPSHIRE

LAND IN
DOVER, NEW HAMPSHIRE
OWNED BY
BOSTON AND MAINE CORPORATION

SCALE: 1" = 20' DATE: OCTOBER 31, 2006

LOCATION: OFF BROADWAY
DOVER, STRAFFORD COUNTY, NEW HAMPSHIRE
DOVER TAX MAP 24, LOTS 2E & 2I

DRAWN BY: KJF FILE: C:\P\1611\99-1098
SCALE: 1" = 20' DATE: OCTOBER 31, 2006



McNeaney
Survey
Associates, inc.

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

SURVEYING - PLANNING - CONSULTING

"I HEREBY CERTIFY THAT THIS PLAT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE WHICH HAS A MAXIMUM ERROR OF CLOSURE OF 1 PART IN 15,000."

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

DATE: / KEVIN M. McNEANEY LLS # 661



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: Dover Adult Learning Center of Strafford County
Federal Tax ID number for Organization: 02-0339922

Check (✓) Nature of Organization:

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

Contact Person: _____ Day Time Telephone: 603-742-1030

Address: 61 Locust Street Dover, NH 03801 Email _____

Purpose of Permit: to conduct Raffle during Fundraising event.

Date of Event: November 7 Specific Time: 4:00 pm - 7:00 pm

Location of Event: Dover Baptist Church.

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

Prize (s) To Be Awarded: Gift Cards

Cost of Ticket: \$each or 16 for \$10 Date of Drawing: November 7, 2017

Place of Drawing: Dover Baptist Church.

* 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: [Signature] DATE: 10/13/17

(duly authorized)

PRINTED NAME: Deanna Strand

Licensing Board Approval [Signature] Date: 10/17/17



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2017.10.25 – 139**
Resolution Re: **B18010 Ford F650 with Crane or Equal**

WHEREAS: The sealed Request for Bid B18010 was received for a new Ford F650 with Crane “Or Equal” on October 11, 2017 at 2:30 p.m. The City requested pricing for qualified vendors to provide a package unit which included a cab and chassis, utility body, and crane unit attachment; and

WHEREAS: The City’s specifications listed a Ford F650 with crane “**or Equal**” and we received pricing from two vendors. Proposals were evaluated with the one being deemed non-conforming. It is the recommendation to accept the proposal submitted by Freightliner of NH in the amount of \$165,055.00.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Freightliner of NH given the rates provided in conjunction with B18010. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
5300.1.300.43320.4743.03512.16	CS Water Heavy Equipment	24,067.52	1,582.52
5300.1.300.43320.4743.03512.17	CS Water Heavy Equipment	40,000.00	40,000.00
5300.1.300.43320.4743.03512.18	CS Water Heavy Equipment	40,000.00	40,000.00
5320.1.300.43250.4743.04512.16	CS Sewer Heavy Equipment	33,000.00	10,515.00
5320.1.300.43250.4743.04512.17	CS Sewer Heavy Equipment	40,000.00	40,000.00
5320.1.300.43250.4743.04512.18	CS 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.2.

Resolution Number: **R – 2017.10.25 – 139**
Resolution Re: **B18010 Ford F650 with Crane 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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2017.10.25 – 139**
Resolution Re: **B18010 Ford F650 with Crane or Equal**

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested pricing for a new Ford F650 with Crane **OR** equal.

The vendor providing a complete bid package and all requested documentation was submitted by Freightliner of NH for a total of \$167,141.00. The city will not be accepting the extended warrantee thereby bring complete unit amount to \$165,055.00. Freightliner will be using Hews Truck Equipment Company for the crane portion of the unit.

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:	Yes
Invitations Mailed:	132	Number of Responses:	2 and 1 NB
Warranty:	Manufacture	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	Yes
Prices will hold for:	Until Delivered	Estimated Delivery:	March 2018
Recommended Award to:	Freightliner of NH	Fund:	Water & Sewer 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

[B18010 Bid Documents and Vendor Lists](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2017.10.25 – 140**
Resolution Re: **B18020 City Hall Auditorium Ceiling Restoration**

- WHEREAS: The sealed Request for Bid B18020 was received for the City Hall Auditorium Ceiling Restoration on October 11, 2017 at 2:00 p.m. The City requested pricing for qualified vendors to provide material and labor to restore damaged ceiling areas in the Dover City Hall Auditorium; and
- WHEREAS: A mandatory prebid meeting was conducted on September 26, 2017 at 2:00pm with one company attending. A response proposal was received and scope of work and pricing was evaluated and deemed most advantageous for the City to accept. It is the recommendation to accept the proposal submitted by Van Gerven Plastering, Inc of Newbury MA in the amount of \$42,050.00.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Van Gerven Plastering, Inc of Newbury MA for the City Hall Auditorium Ceiling Restoration given the rates provided in conjunction with B18020. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing			
Account	Description	Appropriation	Balance
4017.1.190.41941.4727.01109.17	City Hall Building Systems	50,000.00	50,000.00

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.3.

Resolution Number: **R – 2017.10.25 – 140**
Resolution Re: **B18020 City Hall Auditorium Ceiling Restoration**

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2017.10.25 – 140**

Resolution Re: **B18020 City Hall Auditorium Ceiling Restoration**

RESOLUTION BACKGROUND MATERIAL:

Vendor shall provide all material, labor and safety equipment to restore damaged ceiling areas and crown molding to include the following:

- Cover and protect all floors and walls related to this job
- Erect osha approved movable staged towers
- Remove all damaged existing wire mesh and plaster to six ceiling locations
- Install new galvanized wire mesh to all damaged locations
- Apply a bonding agent to perimeter of all damaged locations
- Apply a scratch coat and brown coat, using gypsum sand plaster to damaged locations
- Apply a lime-based finish-aggregate plaster and to damaged locations and blend into existing ceiling textures
- Patch large chips in existing plaster crown molding and ceiling coffers around the room
- Remove all protection and staging
- Provide an alt- pricing for painting.

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:	Yes
Invitations Mailed:	312	Number of Responses:	1
Warranty:	One year	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	No
Prices will hold for:	Until complete	Estimated Delivery:	December 2017
Recommended Award to:	Van Gerven Plastering Inc	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B18020 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2017.10.25 – 141**
Resolution Re: **B18021 Winter Sand**

WHEREAS: The sealed Request for Bid B18021 was received for Winter Sand on October 3, 2017 at 3:00 p.m. The City requested pricing for qualified vendors to provide Winter Sand; and

WHEREAS: The City received pricing from three vendors and product and pricing was evaluated. It is the recommendation to accept the proposal submitted by Parent Sand and Gravel of Epson, NH for winter sand to be delivered to Dover at the rate of \$15.75 per cubic yard.

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 Parent Sand & Gravel for winter sand given the rates provided in conjunction with B18021. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000.1.300.43125.4612.000000.00	CS Snow Removal Operating Supplies	237,705.00	25,056.00

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 – 2017.10.25 – 141**
Resolution Re: **B18021 Winter Sand**

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2017.10.25 – 141**

Resolution Re: **B18021 Winter Sand**

RESOLUTION BACKGROUND MATERIAL:

Aggregate shall be clean, dry sand of hard, durable, sharp-grained particles free from vegetable or organic matter, lumps, or balls of clay or other deleterious substances.

The gradation shall meet the grading requirements as follows:

- 3/8 inch 100%
- #4 80-100%
- #5 0-35”
- #200 0-3%

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:	Yes
Invitations Mailed:	133	Number of Responses:	3
Warranty:	None	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	Yes
Prices will hold for:	One year	Estimated Delivery:	As needed
Recommended Award to:	Parent Sand and Gravel	Fund:	Snow Removal
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B18021 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2017.10.25 – 142**
Resolution Re: **Exemption of Plaid Friday (November 24, 2017) from
Metered Hours of Operation 166-37**

WHEREAS: The Friday after Thanksgiving, often referred to as “Black Friday”, is generally viewed as the kick off to the annual holiday shopping season; and

WHEREAS: “Plaid Friday” is a program conducted by Dover Main Street, as part of a nationwide activity, to promote local shopping countering the Black Friday promotions at big box stores; and

WHEREAS: Dover Main Street has requested free parking in or around the downtown area on Plaid Friday (November 24, 2017), to encourage shopping at downtown merchants.

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

That parking on Friday, November 24, 2017 will be exempt from metered hours of operation (Dover Code 166-37) in recognition of Plaid Friday in order to promote local shopping in downtown Dover at the start of the holiday shopping season.

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 – 2017.10.25 – 142**
Resolution Re: **Exemption of Plaid Friday (November 24, 2017) from
Metered Hours of Operation 166-37**

DOCUMENT HISTORY:

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

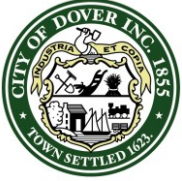
DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

At the request of Dover Main Street, the Parking Commission voted 3-2 in favor of having free parking on Plaid Friday (November 24, 2017). Plaid Friday is a program conducted by Dover Main Street, as part of a nationwide activity, to promote local shopping countering the Black Friday promotions at big box stores.

The parking meters can be reprogrammed by the Parking Manager to not accept payment. Promotion of the free parking will be done by the merchants and Dover Main Street. The anticipated fiscal impact to the City is a loss of \$1,900 - \$2,100 to the Parking Activity Fund.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R -2017.10.25 – 143**
Resolution Re: **Approval of Walters Disc Golf Emporium, LLC Lease
at the Bellamy Park Building**

WHEREAS: The Walters Disc Golf Emporium, LLC seeks to enter into a three (3) year lease agreement with the City of Dover regarding the operation of a disc golf equipment and snack sale business; and

WHEREAS: The location of the Leased Premises is to be at the Bellamy Park Building, Knox Marsh Road, first floor, which contains 481 square feet.

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

The City Manager is authorized to sign a lease with the Walters Disc Golf Emporium, LLC for a term of three (3) years with the option to review for an additional three (3) years.

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.6. Resolution Number: R -2017.10.25 – 143 Resolution Re: Approval of Walters Disc Golf Emporium, LLC Lease at the Bellamy Park Building	

DOCUMENT HISTORY:

First Reading Date: Approved Date:	Public Hearing Date: Effective Date:
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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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

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

LEASE AGREEMENT

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

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

and

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

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

ARTICLE 1 - LEASED PREMISES

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

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

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

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

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

ARTICLE 2 - TERM OF LEASE

2.1 The term of this Lease ("Term") is three (3) years, commencing **January 1, 2018** and expiring at midnight on **December 31, 2020**.

2.2 Lessee shall have the option to renew this Lease for one (1) additional three (3) year term on the same terms and conditions set forth in this Lease, except for any modifications to rent pursuant to Article 3. At least ninety (90) days, but no earlier than one hundred twenty (120) days, prior to the expiration of the initial term of this Lease, the LESSEE shall notify the LESSOR in writing

of the LESSEE's intention to exercise its option to extend the term of the Lease for an additional period and seek to continue its Lease upon such terms and conditions as the parties may then agree. If either the LESSOR or LESSEE desire to terminate this Agreement a ninety (90) day written notice is required.

2.3 The Term and Lessee's obligation to pay Rent shall begin on **January 1, 2018** ("the Commencement Date").

ARTICLE 3 - RENT

Lessee shall, through the first year of this Lease, pay to Lessor rent for the Leased Premises in the amount of **Four Hundred Thirty Two Dollars and Ninety Cents (\$432.90) per month**. The rental rate includes the cost of utilities and services including heat, electricity, water/sewer, trash removal and snow plowing services. In subsequent years of the Agreement, the cost for these items will be factored in to the rent adjustments based on the actual annual operational expenses of the building for the prior year and annual rent shall be adjusted accordingly.

WALTERS DISC GOLF EMPORIUM 481 Sq. Ft.

Component	Rate	Annual	Monthly
Capital Reserve	\$ 1.25	\$ 601.25	\$ 50.10
Utilities (*)	\$ 9.55	\$4,593.55	\$ 382.80
Other as agreed	0	0	0
Total Rent Assessment	\$10.80	\$5,194.80	\$ 432.90

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

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

ARTICLE 4 - USE OF PREMISES

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - INSTALLATIONS AND ALTERATIONS

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

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

ARTICLE 6 - INSURANCE AND INDEMNITY

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

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

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

- (i) any injury to, or the death of, any person or any damage to property or to the Space;

- (ii) any act or omission of Lessee or its agents, officers or employees;
- (iii) violation by Lessee of any agreement or condition of this Lease; or
- (iv) violation by Lessee of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.

ARTICLE 7 - COMMON AREAS

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

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

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

ARTICLE 8 - MECHANIC LIENS OR CLAIMS

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

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

ARTICLE 9 - DESTRUCTION AND RESTORATION

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

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

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

ARTICLE 10 - PROPERTY IN LEASED PREMISES

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

ARTICLE 11 - ACCESS TO LEASED PREMISES

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

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

ARTICLE 12 - SURRENDER OF LEASED PREMISES

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

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

ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES

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

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

ARTICLE 14 - ASSIGNMENT

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

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

ARTICLE 15 - DEFAULT BY LESSEE

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

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

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

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

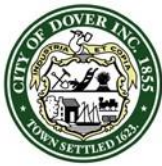
(d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;

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

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

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

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



CITY OF DOVER

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

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

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

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

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

ARTICLE 16 - HOLDING OVER

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

ARTICLE 17 - SIGNS

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

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

ARTICLE 18 - ENVIRONMENTAL COMPLIANCE

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

18.2 Lessee covenants that:

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

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

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

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

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

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

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

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

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

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

ARTICLE 19 - NOTICES

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

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

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

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

ARTICLE 20 - MISCELLANEOUS

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

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

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

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

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

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and Chris Baker owner of Walters Disc Golf Emporium, LLC have executed duplicate originals of this Lease Agreement on _____, 2017.

CITY OF DOVER, NEW HAMPSHIRE

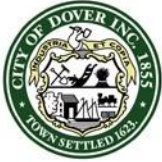
Witness

By _____, Duly Authorized

WALTERS DISC GOLF EMPORIUM, LLC

Witness

By: _____, Its Member
Duly Authorized



CITY OF DOVER

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

EXHIBIT A



EXHIBIT B



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2017.10.25 – 144**

Resolution Re: **Approval of Great Bay Rowing Lease at the Butler Building**

WHEREAS: Great Bay Rowing seeks to renew its Lease Agreement with the City of Dover in order to utilize the City's Butler Building and conduct rowing activities on the Cocheco River; and

WHEREAS: Great Bay Rowing shares the Butler Building with the University of New Hampshire, with each entity entering into a separate Lease Agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is the Butler Building, River Street, Dover, New Hampshire, which contains a total of 2,080 square feet.

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

The City Manager is authorized to sign a Lease Agreement for the Butler Building with Great Bay Rowing for a term from September 1, 2017 to August 31, 2018, for the rental rate of \$1.00 for the term.

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.7.

Resolution Number: **R – 2017.10.25 – 144**

Resolution Re: **Approval of Great Bay Rowing Lease at the Butler Building**

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

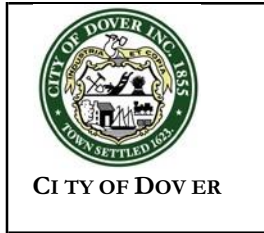
DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This Lease Agreement is to provide storage space for rowing related equipment for a rowing program on the Cocheco River for the coming year. Use of the Butler Building would be shared between the City, the University of New Hampshire and Great Bay Rowing.

See Lease Agreement attached with Exhibit A.



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

LEASE AGREEMENT

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

LESSOR: **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipality with a mailing address of 288 Central Avenue., Dover, New Hampshire 03820 ("Lessor");

and

LESSEE: **GREAT BAY ROWING**, a New Hampshire voluntary corporation with a mailing address of P. O. Box 846, Durham, New Hampshire 03824 ("Lessee").

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

ARTICLE 1 - LEASED PREMISES

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

Designated interior space consisting of approximately one thousand forty (1,040) square feet (the "Leased Premises") of the 2,080 square feet, in what is known as the Butler Building, located on River Street, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located. The Lessee understands that the other 1,040 square feet of the Butler Building is leased to the University of New Hampshire.

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

ARTICLE 2 - TERM OF LEASE

The term of this Lease ("Term") commences on **September 1, 2017** and expires at 11:59 on **August 31, 2018**.

ARTICLE 3 - RENT

Lessee shall, through the Term of this Lease, pay to Lessor rent for the Leased Premises in the amount of **One Dollar (\$1.00)**. The rental rate includes the cost of electricity. The rental rate for this Term is reflective, in part, of the desire of the parties to determine, on a trial basis, whether the Leased Premises is a viable location from which to operate rowing activities.

Great Bay Rowing and the City of Dover

ARTICLE 4 - USE OF PREMISES

41 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **the storage of paddle water craft and related equipment** and for no other purpose without the Lessor's prior written consent.

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

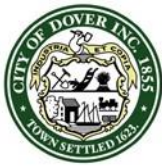
- (a) Not display/store merchandise/equipment outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse in appropriate containers within the Leased Premises.
- (b) Keep the Leased Premises in a neat, clean and sanitary condition.
- (c) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

ARTICLE 5 - INSTALLATIONS AND ALTERATIONS

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

ARTICLE 6 - INSURANCE AND INDEMNITY

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



CITY OF DOVER

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

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

- (a) any injury to, or the death of, any person or any damage to property or to the Leased Premises arising from any activity undertaken by Lessee in connection with use of the Leased Premises;
- (b) any act or omission of Lessee or its agents, officers or employees in connection with the Lessee's use of the Leased Premises;
- (c) violation by Lessee of any agreement or condition of this Lease; or
- (d) violation by Lessee of any law, ordinance or regulation affecting the Leased Premises or in connection with the Lessee's use or occupancy of the Leased Premises.

ARTICLE 7 - COMMON PARKING AREAS AND WATER ACCESS

Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Parking Areas outside of the Butler Building, as shown on the map attached here to as Exhibit A. The Common Parking Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of the Common Parking Areas; (b) close any portion of the Common Parking Areas to such extent and for such time as it deems necessary; and (c) make changes, additions, deletions, alterations or improvements in and to such Common Parking Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above. In no instance shall the Lessee utilize said Common Parking Areas overnight without the express consent of the Lessor. Lessee shall also have the right to utilize the City-owned property on which the Butler Building is located to access the Cocheco River as shown on Exhibit A, said access to be in accordance and consistent with any/all requirements of State law. The Lessor makes no warranties regarding the suitability

or safety of the City-owned property for access to the Cocheco River. Lessee shall have no right to alter the property to facilitate water access without the express written consent of the Lessor, which will not be unreasonably withheld.

ARTICLE 8 - MECHANIC LIENS OR CLAIMS

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

ARTICLE 9 - DESTRUCTION AND RESTORATION

If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within ten (10) days after the occurrence of such casualty, may terminate this Lease upon written notice to the other party.

ARTICLE 10 - PROPERTY IN LEASED PREMISES

All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor consistent with the provisions of Article 5. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

ARTICLE 11 - ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

ARTICLE 12 - SURRENDER OF LEASED PREMISES

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

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

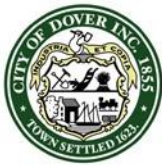
ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES

Lessor shall provide basic utilities in the form of electricity and heat. The cost of heating the building may be paid for by the Lessor if the storage of a City vehicle is allowed for the winter months. If the vehicle is not able to be stored in the premises then the heating costs for the Leased Premises may be borne by the Lessee. The Leased Premises is not served by water/sewer. Lessee is responsible for providing portable toilets and potable water as is needed/required. Lessee is responsible for all of its trash removal in a prompt and sanitary manner.

Lessee shall pay all properly assessed real and personal property taxes pursuant to RSA 72:23, I(b), if any, for which the Lessee is legally obligated in connection with Lessee's use or occupancy of the Leased Premises. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.

ARTICLE 14 - ASSIGNMENT

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent.



CITY OF DOVER

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ARTICLE 15 - DEFAULT BY LESSEE

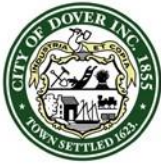
15.1 Upon the happening of any one or more of the events as expressed below in (a) through (h) inclusive, the Lessor shall have any and all rights and remedies set forth in this Article 15:

- (a) If Lessee fails to pay the rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within five (5) days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than three (3) times in any eighteen (18) month period;
- (b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;
- (c) If an assignment for the benefit of creditors is made by Lessee;
- (d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;
- (e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;
- (f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;
- (g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within five (5) days from the levy;
- (h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within Ten (10) days after written notice is given by Lessor to Lessee.

152 In the event of any default or breach by the Lessee as specified in Article 15.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on ten (10) days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased

University of New Hampshire and the City of Dover

Page 7 of 10



CITY OF DOVER

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Premises, or any part thereof, with or without legal process, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

153 In the event of default by the Lessee, after notice and an opportunity to cure has been provided in accordance with this Section 15, the Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

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

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

ARTICLE 16 - SIGNS

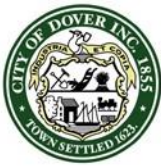
Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

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

172 Lessee covenants that:

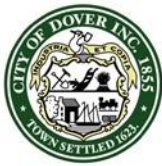
- (a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;



CITY OF DOVER

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- (b) No activity shall be undertaken on the Leased Premises which would cause:
- (1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;
 - (2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or
 - (3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;
- (c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and
- For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.
- (d) Lessee, and its agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.
 - (e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.



CITY OF DOVER

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- (f) Lessor agrees to indemnify Lessee for any and all hazardous materials above or below ground pre-existing the effective date of this Lease. Lessor further assures Lessee that all known hazardous materials on the property of the Leased Premises are properly documented, encapsulated, controlled or otherwise contained so as to not present a health hazard as defined by applicable EPA standards to anyone using the Leased Premises pursuant to this Lease.

ARTICLE 18 - NOTICES

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

If to Lessor: City of Dover
788 Central Avenue
Dover, NH 03820

If to Lessee: Great Bay Rowing
P. O. Box 846
Durham, NH 03824

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

ARTICLE 19 - MISCELLANEOUS

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

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

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

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

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

ARTICLE 20 – TERMINATION

This Lease Agreement may be terminated by the Lessor, for any reason, upon thirty (30) days written notice to the Lessee.

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and _____ of the University of New Hampshire have executed duplicate originals of this Lease Agreement on _____, 2017.

CITY OF DOVER, NEW HAMPSHIRE

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

GREAT BAY ROWING

Witness _____, President
Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:13.A.8.

Resolution Number: **R – 2017.10.25 - 145**

Resolution Re: **Approval of University of New Hampshire Lease at the Butler Building**

WHEREAS: The University of New Hampshire seeks to renew its Lease Agreement with the City of Dover in order to utilize the City's Butler Building and conduct rowing activities on the Cocheco River; and

WHEREAS: The University of New Hampshire shares the Butler Building with Great Bay Rowing, with each entity entering into a separate Lease Agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is the Butler Building, River Street, Dover, New Hampshire, which contains a total of 2,080 square feet.

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

The City Manager is authorized to sign a Lease Agreement for the Butler Building with the University of New Hampshire for a term from September 1, 2017 to August 31, 2018, for the rental rate of \$1.00 for the term.

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.8.

Resolution Number: **R – 2017.10.25 - 145**

Resolution Re: **Approval of University of New Hampshire Lease at the Butler Building**

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This Lease Agreement is to provide storage space for rowing related equipment for a rowing program on the Cocheco River for the coming year. Use of the Butler Building would be shared between the City, the University of New Hampshire and Great Bay Rowing.

See Lease Agreement attached with Exhibit A.

LEASE AGREEMENT

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

LESSOR: CITY OF DOVER, NEW HAMPSHIRE, a New Hampshire municipality with a mailing address of 288 Central Ave., Dover, New Hampshire 03820 ("Lessor");
and

LESSEE: UNIVERSITY OF NEW HAMPSHIRE, a New Hampshire Educational Institution with a mailing address of 5 Edgewood Road, Durham, New Hampshire 03824 ("Lessee").

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

ARTICLE 1 - LEASED PREMISES

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

Designated interior space consisting of approximately one thousand forty (1,040) square feet (the "Leased Premises") of the 2,080 square feet, in what is known as the Butler Building, located on River Street, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located. The Lessee understands that the other 1,040 square feet of the Butler Building is leased to Great Bay Rowing.

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

ARTICLE 2 - TERM OF LEASE

The term of this Lease ("Term") commences on **September 1, 2017** and expires at 11:59 on **August 31, 2018**.

ARTICLE 3 - RENT

Lessee shall, through the Term of this Lease, pay to Lessor rent for the Leased Premises in the amount of **One Dollar (\$1.00)**. The rental rate includes the cost of electricity. The rental rate for this Term is reflective, in part, of the desire of the parties to determine, on a trial basis, whether the Leased Premises is a viable location from which to operate rowing activities.

ARTICLE 4 - USE OF PREMISES

41 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **the storage of paddle water craft and related equipment** and for no other purpose without the Lessor's prior written consent.

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

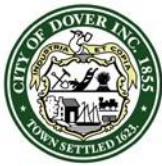
- (a) Not display/store merchandise/equipment outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse in appropriate containers within the Leased Premises.
- (b) Keep the Leased Premises in a neat, clean and sanitary condition.
- (c) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

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

ARTICLE 6 - INSURANCE AND INDEMNITY

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



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

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

- (a) any injury to, or the death of, any person or any damage to property or to the Leased Premises arising from any activity undertaken by Lessee in connection with use of the Leased Premises;
- (b) any act or omission of Lessee or its agents, officers or employees in connection with the Lessee's use of the Leased Premises;
- (c) violation by Lessee of any agreement or condition of this Lease; or
- (d) violation by Lessee of any law, ordinance or regulation affecting the Leased Premises or in connection with the Lessee's use or occupancy of the Leased Premises.

ARTICLE 7 - COMMON PARKING AREAS AND WATER ACCESS

Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Parking Areas outside of the Butler Building, as shown on the map attached here to as Exhibit A. The Common Parking Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of the Common Parking Areas; (b) close any portion of the Common Parking Areas to such extent and for such time as it deems necessary; and (c) make changes, additions, deletions, alterations or improvements in and to such Common Parking Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above. In no instance shall the Lessee utilize said Common Parking Areas overnight without the express consent of the Lessor. Lessee shall also have the right to utilize the City-owned property on which the Butler Building is located to access the Cocheco River as shown on Exhibit A, said access to be in accordance and consistent with any/all requirements of State law. The Lessor makes no warranties regarding the suitability

or safety of the City-owned property for access to the Cocheco River. Lessee shall have no right to alter the property to facilitate water access without the express written consent of the Lessor, which will not be unreasonably withheld.

ARTICLE 8 - MECHANIC LIENS OR CLAIMS

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

ARTICLE 9 - DESTRUCTION AND RESTORATION

If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within ten (10) days after the occurrence of such casualty, may terminate this Lease upon written notice to the other party.

ARTICLE 10 - PROPERTY IN LEASED PREMISES

All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor consistent with the provisions of Article 5. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

ARTICLE 11 - ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

ARTICLE 12 - SURRENDER OF LEASED PREMISES

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

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

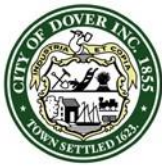
ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES

Lessor shall provide basic utilities in the form of electricity and heat. The cost of heating the building may be paid for by the Lessor if the storage of a City vehicle is allowed for the winter months. If the vehicle is not able to be stored in the premises then the heating costs for the Leased Premises may be borne by the Lessee. The Leased Premises is not served by water/sewer. Lessee is responsible for providing portable toilets and potable water as is needed/required. Lessee is responsible for all of its trash removal in a prompt and sanitary manner.

Lessee shall pay all properly assessed real and personal property taxes pursuant to RSA 72:23, I(b), if any, for which the Lessee is legally obligated in connection with Lessee's use or occupancy of the Leased Premises. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.

ARTICLE 14 - ASSIGNMENT

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent.



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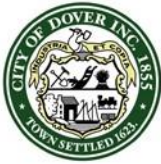
ARTICLE 15 - DEFAULT BY LESSEE

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

- (a) If Lessee fails to pay the rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within five (5) days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than three (3) times in any eighteen (18) month period;
- (b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;
- (c) If an assignment for the benefit of creditors is made by Lessee;
- (d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;
- (e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;
- (f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;
- (g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within five (5) days from the levy;
- (h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within Ten (10) days after written notice is given by Lessor to Lessee.

152 In the event of any default or breach by the Lessee as specified in Article 15.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on ten (10) days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased

University of New Hampshire and the City of Dover
Page 7 of 10



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Premises, or any part thereof, with or without legal process, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

153 In the event of default by the Lessee, after notice and an opportunity to cure has been provided in accordance with this Section 15, the Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

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

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

ARTICLE 16 - SIGNS

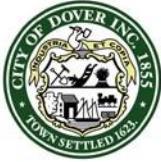
Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

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

172 Lessee covenants that:

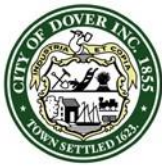
- (a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;



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- (b) No activity shall be undertaken on the Leased Premises which would cause:
- (1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;
 - (2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or
 - (3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;
- (c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and
- For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.
- (d) Lessee, and its agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.
 - (e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.



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- (f) Lessor agrees to indemnify Lessee for any and all hazardous materials above or below ground pre-existing the effective date of this Lease. Lessor further assures Lessee that all known hazardous materials on the property of the Leased Premises are properly documented, encapsulated, controlled or otherwise contained so as to not present a health hazard as defined by applicable EPA standards to anyone using the Leased Premises pursuant to this Lease.

ARTICLE 18 ORDINANCES & STATUTES

Lessor is advised and aware that lessee, as an institution of higher education, is obligated under the Jeanne Clery Disclosure of Campus Security Police and Campus Crimes Act to report all crimes occurring on property owned or leased by the lessee. Lessor will cooperate with lessee's police department in providing data on any and all crimes that may occur on the property that is the subject of this lease whether directly involving lessee's faculty staff or student or not. However, this does not affect law enforcement jurisdiction and lessor retains all policing responsibility for the property.

ARTICLE 19 - NOTICES

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

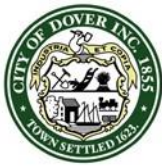
If to Lessor: City of Dover
City Manager's Office
788 Central Avenue
Dover, NH 03820

If to Lessee: Associate Vice President, Facilities
University of New Hampshire
22 Colovos Road
Durham, NH 03824

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

ARTICLE 20 - MISCELLANEOUS

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



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

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

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

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

ARTICLE 21 – TERMINATION

This Lease Agreement may be terminated by the Lessor, for any reason, upon thirty (30) days written notice to the Lessee.

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and _____ of the University of New Hampshire have executed duplicate originals of this Lease Agreement on _____, 2017.

CITY OF DOVER, NEW HAMPSHIRE

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

UNIVERSITY OF NEW HAMPSHIRE

By: _____
, Its Member

Witness

Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2017.10.25 – 146**

Resolution Re: **Approval of Eversource Easement Deed on Mast Road**

- WHEREAS: The City of Dover is party to a lease agreement with OmniPoint Holdings, Inc. regarding the construction of a Verizon cell tower behind the Community Services Building on Mast Road; and
- WHEREAS: The cell tower has been constructed and requires the running of underground utility lines across City property from Mast Road to the tower by PSNH d/b/a Eversource Energy; and
- WHEREAS: PSNH d/b/a Eversource Energy has requested a 10' wide utility easement from the City for the running of these utility lines; and
- WHEREAS: Said easement shall be released by PSNH d/b/a Eversource Energy upon written notice from the City that the lease agreement between the City and Omnipoint Holdings, Inc. has been extinguished.

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

The City Manager has the authority to sign an Easement Deed from the City of Dover to Public Service Company of New Hampshire d/b/a Eversource Energy regarding a 10' wide utility easement from Mast Road to the new cell tower behind the Community Services building and to take action necessary to record said easement at the Strafford County Registry of Deeds.

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.9.

Resolution Number: **R – 2017.10.25 – 146**

Resolution Re: **Approval of Eversource Easement Deed on Mast Road**

DOCUMENT HISTORY:

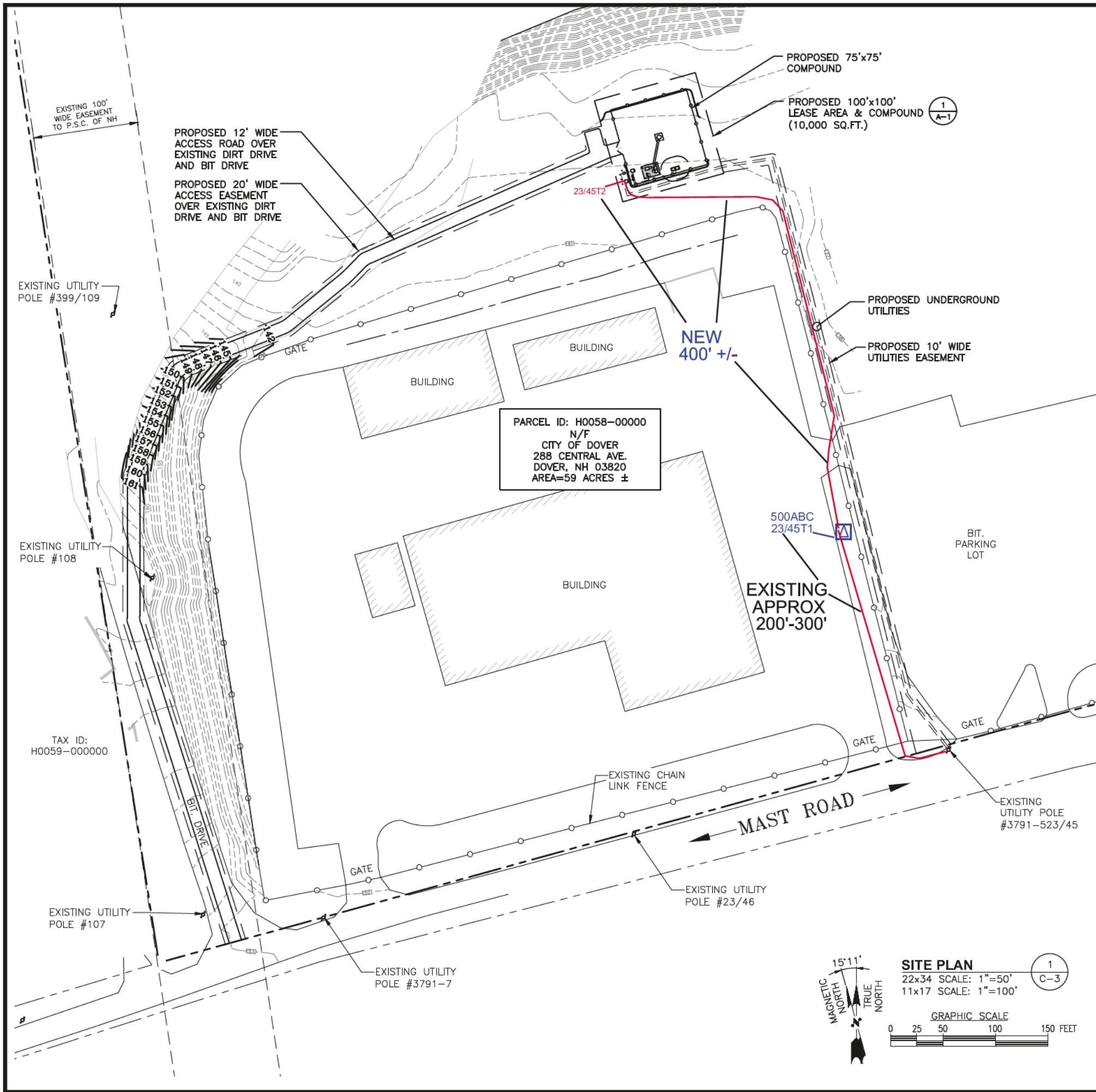
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Easement Deed and Plan.



SOURCE:

SURVEY BY NORTHEAST SURVEY CONSULTANT, DATED: 09/04/14

SITE SPECIFIC NOTES:

1. VERIFY AZIMUTHS W/ RF ENGINEER.

ZONES:	
I-4	(ASSEMBLY AND OFFICE)

LEGEND:	
	SUBJECT PROPERTY LINE
	ABUTTING PROPERTY LINE
	ACCESS DRIVE/EASEMENT
	EXISTING BUILDING
H0058-000000	PARCEL ID

ZONING INFORMATION:		
JURISDICTION: TOWN OF DOVER, NH		
ZONING DISTRICT TYPE: I-4 (ASSEMBLY AND OFFICE)		
DIMENSION REQUIREMENTS:	REQUIRED	ANTENNAS
FRONT YARD SETBACK:	75'	632'±
SIDE YARD SETBACK:	75'	496'±
REAR YARD SETBACK:	75'	1970'±
MAXIMUM BUILDING HEIGHT:	40'	N/A
(ALL MEASUREMENTS ARE IN FEET ± UNLESS OTHERWISE NOTED)		

FOR CONSTRUCTION

PREPARED FOR:

verizon

118 FLANDERS ROAD
WESTBOROUGH, MA 01581

Hudson
Design Group, Inc.

1600 OSGOOD STREET
BUILDING 20 NORTH, SUITE 3090
N. ANDOVER, MA 01845

TEL: (978) 557-5553
FAX: (978) 336-5586

STATE OF NEW HAMPSHIRE

DANIEL P. HAMM

NO. 11013

PROFESSIONAL ENGINEER

CHECKED BY: JX

APPROVED BY: DPH

SUBMITTALS			
REV.	DATE	DESCRIPTION	BY
3	08/11/16	CHANGED TO OUTDOOR EQUIP.	MR
2	08/30/15	REVISED PER COMMENTS	MR
1	08/06/15	REVISED PER COMMENTS	JS
0	09/04/14	ISSUED FOR REVIEW	GC

SITE NAME:
DOVER 2 NH

SITE ADDRESS:
271 MAST ROAD
DOVER, NH 03820

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-3



Pauline A. Boire
Easement Coordinator
780 N. Commercial Street
Manchester, NH 03101

PO Box 330
Manchester, NH 03105

October 12, 2017

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

Dear Mr. Joyal:

Enclosed is the distribution easement required for your property located in the City of Dover, New Hampshire. Please review the guidelines below before executing this easement. Should you have any questions or concerns regarding this document, please email me at Pauline.Boire@eversource.com.

- Use a pen that will indent the paper. This will make it easier to recognize that it is the original. The Registry of Deeds may return the document if they feel it is not original. This could delay service installation.
- Sign the document before a Notary Public or Justice of the Peace.
- Return your signed original to Eversource using the envelope provided. If the envelope is missing, please mail to my attention using the address above.
- If your document package includes a Consent of Lien Holder:
 - You must have your mortgage holder sign the Consent.
 - Bring or mail the Consent to your mortgage holder with a COPY of your signed easement.
 - If you mail the Consent to your mortgage holder, please include instructions that they are to mail the original back to Eversource once executed.
 - Do not give or mail your original easement to the bank.
 - You do not need to wait until your Consent is signed to send in your original easement.

Sincerely,

Pauline Boire
Easement Coordinator
T&D Rights and Survey Department

Return to:
Public Service of NH
Attn: Pauline Boire
PO Box 330
Manchester, NH 03105
EBA-_____
STORMS# 2910665
Town: 129 Dover
Tax Parcel ID: Map H Lot 58

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that **City of Dover**, a New Hampshire municipal corporation having a place of business at **288 Central Avenue, Dover, New Hampshire 03820**, (hereinafter called the Grantor(s)), for consideration paid, grant(s) to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), d/b/a Eversource Energy, a corporation duly established by law, with a mailing address of P.O. Box 330, in Manchester, in the County of Hillsborough, in the State of New Hampshire, 03105, (hereinafter called the Grantee), and their successors and assigns forever as tenants in common, with QUITCLAIM covenants, the RIGHT and EASEMENT to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove **underground** lines which may consist of wires, cables, pipes, ducts, conduits, manholes, and such testing terminals, transformers and foundations and enclosures for the same, vaults, pedestals, repeaters, markers, and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush, over and across land owned by the Grantor(s) off **Mast Road** in **Dover**, County of **Strafford**, State of New Hampshire, more fully described in deeds granted to the City of Dover, recorded in the **Strafford** County Registry of Deeds, Book **648**, Pages **271 and 272**.

Said easement will be located within the following described limits:

Beginning at a point on the Grantor's southerly boundary at Mast Road, said point being approximately sixty (60) feet westerly from PSNH pole numbered 23/45, thence extending underground in a northerly direction one hundred ninety (190) feet, more or less, to an existing padmounted transformer numbered 23/45T1, thence continuing underground in a northerly direction sixty (60) feet, more or less, to a point where the line will enter a proposed 10' wide easement area, thence extending two hundred twenty five (225) feet, more or less, northerly within this proposed easement area to a point where the line will exit the easement area and extend in a northwesterly direction one hundred thirty (130) feet, more or less, to a new padmounted transformer to be numbered 23/45T2.

The width of this easement shall be 10 feet, measured either 5 feet on each side of the center line of the distribution lines as constructed, or, if less than 5 feet exists on either side to the nearest adjacent boundary line, measured 10 feet from the boundary line. This easement grants the right to lay, install, construct, reconstruct, operate, maintain, repair, replace and remove any service cables and related equipment extending to any buildings or structures on said land to provide

electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access from other land of the Grantor(s) for all purposes in connection with the exercise of the within granted easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent land, provided that the land shall be restored by the Grantee(s) to substantially the condition in which it was immediately prior to such excavation, trenching, and backfilling; the right to go upon adjoining land when working on said lines and associated equipment; and the right to install temporary aboveground lines for temporary periods over and across said land of the Grantor(s) to provide continuity of service thereon when only underground line rights are requested.

The Grantor(s) for **itself** and **its** heirs, executors, administrators, successors and assigns, covenant(s) and agree(s) that **it** will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the land over said easement and that **it** will not plant or permit to be planted any trees over said easement.

Upon written notice from the Grantor that the lease agreement between the Grantor and Omnipoint Holdings, Inc. has been extinguished, this easement shall be released by the Grantee.

Witness our hands this _____ day of _____, 2017.

CITY OF DOVER

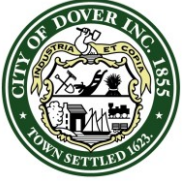
BY: _____
J. Michael Joyal, City Manager

State/Commonwealth of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **J. Michael Joyal, City Manager** of the **City of Dover, NH**.

My Commission expires:

Notary Public/Justice of the Peace



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2017.10.25 – 147**

Resolution Re: **Approval of Zebra Crossings Amendment to July 15, 2015 Lease Agreement**

WHEREAS: Zebra Crossings is an existing tenant in Room 328 at the McConnell Center; and

WHEREAS: That Zebra Crossings and the City would like to amend the current lease dated July 15, 2015 between the City and Zebra Crossings so that Zebra Crossings can rent additional space at the McConnell Center, namely Room 246.

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

The City Manager is authorized to sign an Amendment to the July 15, 2015 Lease Agreement with Zebra Crossings for rental of Room 246 at the McConnell Center.

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.10. Resolution Number: R – 2017.10.25 – 147 Resolution Re: Approval of Zebra Crossings Amendment to July 15, 2015 Lease Agreement	

DOCUMENT HISTORY:

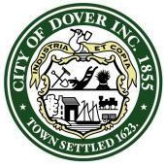
First Reading Date: Approved Date:	Public Hearing Date: Effective Date:
---------------------------------------	---

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Zebra Crossings' Amendment to Lease Agreement Dated July 15, 2015 together with a copy of the original Lease Agreement.



CITY OF DOVER

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

AMENDMENT TO LEASE AGREEMENT DATED JULY 15, 2015

THIS AMENDMENT TO LEASE AGREEMENT made this ____ day of _____, 2017 amends the Lease Agreement entered into on the 15th day of July, 2015 by and between **ZEBRA CROSSINGS**, a non-profit organization, of 61 Locust Street, Suite 328, Dover, New Hampshire 03820 (hereinafter referred as LESSEE) and the **CITY OF DOVER**, New Hampshire of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter referred to as LESSOR).

The parties hereby agree to amend Section 1 of the Lease Agreement entitled "Descriptions and Term" as follows:

The first paragraph of Section 1 is amended to read:

That the LESSOR does hereby demise and lease to the LESSEE the space within the City's McConnell Center located at 61 Locust Street, Dover, New Hampshire, which space is intended to contain 995 square feet and more particularly identified on the McConnell Center Plans dated February 6, 2006 as Rooms 246 and 328 (the "Space").

All other provisions of the Lease Agreement to remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment to Lease Agreement dated July 15, 2015 on the date set forth above.

ZEBRA CROSSINGS

By: _____
Duly Authorized

THE CITY OF DOVER, NEW HAMPSHIRE

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2017.10.25 – 148**
Resolution Re: **Approval of Sublease of Zebra Crossings to Big Fish Learning Community**

- WHEREAS: Zebra Crossings is an existing tenant at the McConnell Center; and
- WHEREAS: Zebra Crossings desires to sublease a portion of its leased premises identified as Room 246 to Big Fish Learning Community; and
- WHEREAS: Big Fish Learning Community is currently seeking to obtain 501 (c) 3 charitable non-profit status with the IRS; and
- WHEREAS: The term of the Sublease between Zebra Crossings and Big Fish Learning Academy will commence on November 1, 2017 and continue on a month to month basis until Big Fish Learning Community receives its 501 (c) 3 approval; and
- WHEREAS: After Big Fish Learning Community receives its 501 (c) 3 approval, the City will enter into a lease with Big Fish Learning Community for it to be the new tenant for the space subleased from Zebra Crossings subject to City Council approval, and sublease with Zebra Crossings will end.

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

That the City Manager is authorized to sign the Landlord's Consent to Sublease and Agreement to commence on November 1, 2017 and continue on a month to month basis until the termination of the Sublease between Zebra Crossings and Big Fish Learning Community.

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.11. Resolution Number: R – 2017.10.25 – 148 Resolution Re: Approval of Sublease of Zebra Crossings to Big Fish Learning Community	

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Sublease between Zebra Crossings and Big Fish Learning Community.

SUBLEASE

THIS SUBLEASE is made as of the _____ day of _____, 2017, by and between Zebra Crossings, a New Hampshire voluntary corporation of 61 Locust Street, Suite 328, Dover, New Hampshire 03820 (Sublandlord) and Big Fish Learning Community, a New Hampshire voluntary corporation, 61 Locust Street, Suite 246, Dover, New Hampshire 03820, (Subtenant).

RECITALS

A. Sublandlord is the tenant under a certain Lease Agreement dated July 15, 2015 with the City of Dover as amended via an Amendment dated _____, 2017 (collectively "Master Lease"), as Landlord ("Master Landlord"), of certain premises consisting of approximately 995 square feet (Room 246 at 768 square feet and Room 328 at 227 square feet) of the McConnell Center (the "Building") located at 61 Locust Street, Dover, New Hampshire and more particularly described in the Master Lease (the "Master Premises") of which Subtenant shall lease 768 square feet (Room 246) (the "Subpremises").

B. Attached as Exhibit "A" is a copy of the Lease dated July 15, 2015.

C. Attached as Exhibit "B" is a copy of the Amendment to Lease Agreement dated _____, 2017.

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

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

1. Subleasing. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the Subpremises Room 246 consisting of approximately 768 square feet located on the second floor of the Building, as more particularly shown on Exhibit "B" attached hereto and made a part hereof. Subtenant shall have exclusive use of the Subpremises. This Sublease includes all fixtures and other improvements now located in the Subpremises, whether originally installed by Master Landlord or by Sublandlord.

2. Term. The term of this Sublease shall be commence on: November 1, 2017 (the "Commencement Date") and continue on a month to month basis with termination of the Sublease at the option of either party upon one month's prior written notice to the other. The monthly rent payment for Room 328 will remain at \$259.43, subject to any and all increases in the rent by Master Landlord, and also subject to termination of the Sublease and/or Master Lease as a result of default.

3. Rent. The monthly fixed rent for the Subleased Premises (the "Rent") shall be 893.44. Rent shall be payable in advance, on the last Monday prior to first day of each and every calendar month during the term of this Sublease, at Sublandlord's address set forth above or at such other place as Sublandlord shall from time to time designate in writing. Rent for any partial month shall be pro-rated on a daily basis. In the event Sublandlord receives an abatement or reduction in the rents payable by it under the Master Lease, the Rent and additional rent hereunder will be equitably reduced or abated, as applicable. Notwithstanding anything to the contrary, if this Sublease is terminated as to a portion of the Subpremises, the Rent, additional rent and Subtenant's Share will be reduced, pro rata.

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

- Section 1, except (i) the Subpremises shall contain 768 square feet and room 246, (ii) the term is from November 1, 2017 to June 30, 2018 and shall continue month to month thereafter as necessary for the purposes of this sublease and, (iii) rent charges are based on the Subpremises allocation of 768 square feet.

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

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

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

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

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

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

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

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

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

13. Subject to Master Lease.

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

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

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

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

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

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

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

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

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

[Signatures appear on next page]

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

SUBLANDLORD:

Zebra Crossings

By: _____

Name:

Title:

Duly Authorized

SUBTENANT:

Big Fish Learning Community

By: _____

Name:

Title:

Duly Authorized

LANDLORD'S CONSENT TO SUBLEASE AND AGREEMENT

Whereas, the City of Dover, New Hampshire ("Landlord") and Zebra Crossings ("Tenant") are parties to a Lease dated July 1, 2015, (the "Master Lease") for the lease of approximately 768 square feet of space, being a portion of the building commonly known as McConnell Center, 61 Locust Street, Room 246, Dover, New Hampshire (the "Building"), which is more particularly described in Exhibit "B" to the Master Lease, and certain easements, rights, and privileges appurtenant thereto (the "Leased Premises"); and

Whereas, Tenant has entered into a sublease dated as of November 1, 2017 (the "Sublease") with Big Fish Learning Community ("Subtenant") of an approximately 768 square feet (the "Subpremises") of the Leased Premises, as more particularly described in the Sublease.

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

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

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

CITY OF DOVER, NEW HAMPSHIRE

By: _____

Name:

Title:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: **R – 2017.10.25 – 149**
Resolution Re: **Approval of Willand Pond Land Exchange and
Boundary Line Adjustment**

- WHEREAS: The City of Dover is constructing new drinking water wells on property it owns in both Dover and Somersworth in the vicinity of Willand Pond; and
- WHEREAS: These new wells are of vital importance to the long-term viability of Dover's drinking water infrastructure; and
- WHEREAS: State law requires a drinking water well protection radius of 400 feet from each well; and
- WHEREAS: The protection radii of both wells extends onto an abutting parcel of private property; and
- WHEREAS: In order to protect these drinking water wells, it is in the public interest to acquire the property on which the protection radii is located; and
- WHEREAS: The City has engaged in discussions with representatives of the owner of the abutting parcel of property, the CJP Garabedian Trust, about a land exchange and boundary line adjustment whereby the parties would exchange portions of their respective properties; and
- WHEREAS: The City would provide 47 acres +/- of its parcel to the CJP Garabedian Trust, and the CJP Garabedian Trust would provide 5 acres +/- to the City; and
- WHEREAS: Such a land exchange and boundary line adjustment would require the approval of both the Somersworth and Dover Planning Boards; and

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

That the City of Dover recognizes the importance of the protection of its public drinking water infrastructure and its new drinking water wells in both Dover and Somersworth in the vicinity of Willand Pond.

That it is in the public interest for the City to acquire the property in Dover and Somersworth on which the water well protection radii is located.

That the City should proceed with a land exchange and boundary line adjustment with the CJP Garabedian Trust whereby the City would provide 47 acres +/- of its parcel to the CJP Garabedian Trust, and the CJP Garabedian Trust would provide 5 acres +/- to the City.

That the City Manager, or designee, shall proceed with the steps necessary to effectuate this land exchange and boundary line adjustment, including, but not limited to finalizing negotiations, submitting the necessary requests to the Somersworth and Dover Planning Boards, and recording necessary documents in the Strafford County Registry of Deeds.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: **R – 2017.10.25 – 149**
Resolution Re: **Approval of Willand Pond Land Exchange and
Boundary Line Adjustment**

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City has developed new drinking water wells on property it owns in Dover and Somersworth near Willand Pond. The City seeks a land exchange to provide greater protection to these new wells.

See attached plans.

NOTES

- 1.) INTENT: TO ADJUST THE PROPERTY BOUNDARIES BETWEEN SOMERSWORTH TAX MAP 41 LOT 9 (DOVER TAX MAP 4 LOT 17) AND MAP 43 LOT 1 BY ADDING PARCEL "A" (584,417 SQ.FT.) TO MAP 41 LOT 9 AND ADJUSTING THE PROPERTY BOUNDARIES BETWEEN MAP 41 LOT 9 AND MAP 64 LOT 1 BY ADDING PARCEL "B" (226,873 SQ.FT.) TO MAP 41 LOT 9.
- 2.) CURRENT OWNER OF RECORD: MAP 41 LOT 9 & MAP 43 LOT 1 CITY OF DOVER 288 CENTRAL AVENUE DOVER, N.H. MAP 64 LOT 1 CPU GARABEDIAN TRUST 352 S. BROADWAY SALEM, N.H.
- 3.) SUBJECT PARCELS ARE LOCATED IN THE CITIES OF SOMERSWORTH AND DOVER, COUNTY OF STRAFFORD AND THE STATE OF NEW HAMPSHIRE.
- 4.) TOTAL LOT AREA: 2,664,834 SQ.FT. - 61.176 ACRES
- 5.) SOMERSWORTH TAX MAP 41 LOT 9 (DOVER MAP 4 LOT 17), MAP 43 LOT 1 & MAP 64 LOT 1.
- 6.) PROJECT DEED REFERENCE: BOOK 2286 PAGE 230 BOOK 4076 PAGE 676 BOOK 1207 PAGE 790

7.) ZONING:	COMMERCIAL/INDUSTRIAL, RECREATIONAL	INDUSTRIAL USE	RECREATIONAL
MIN. LOT SIZE:	40,000 SQ.FT.	N/A	N/A
MIN. FRONTAGE:	200 FT.	60 FT	N/A
MIN. SETBACKS:			
FRONT:	50 FT	50 FT	10 FT
SIDE:	30 FT *	25 FT *	10 FT
REAR:	30 FT *	25 FT *	10 FT

* SEE SITE REVIEW REGULATIONS FOR "BUFFERYARD" REQUIREMENTS

- 8.) THE RAW UNADJUSTED CLOSURE OF OUR RANDOM POINT TRAVERSE WAS 1 PART IN 329,000, AND WAS ACCOMPLISHED USING A SOKKIA SET3100 TOTAL STATION, DURING THE MONTH OF AUGUST, 1996 & AUGUST, 2012.
- 9.) BASIS OF BEARING: WAS DETERMINED ON JANUARY 16, 2002 USING A TRIMBLE PRO-XR MAPPING GRADE GPS. NORTH IS APPROXIMATE STATE PLANE.
- 10.) PARCEL IS SUBJECT TO EASEMENT DESCRIBED IN SCRD BOOK 339 PAGE 20.
- 11.) THIS PROPERTY LINE IS INTENDED TO BE THE NORMAL HIGH WATER LINE OF THE MANMADE STACKPOLE POND AS DETERMINED IN 2002.
- 12.) PROJECT PLAN REFERENCE:

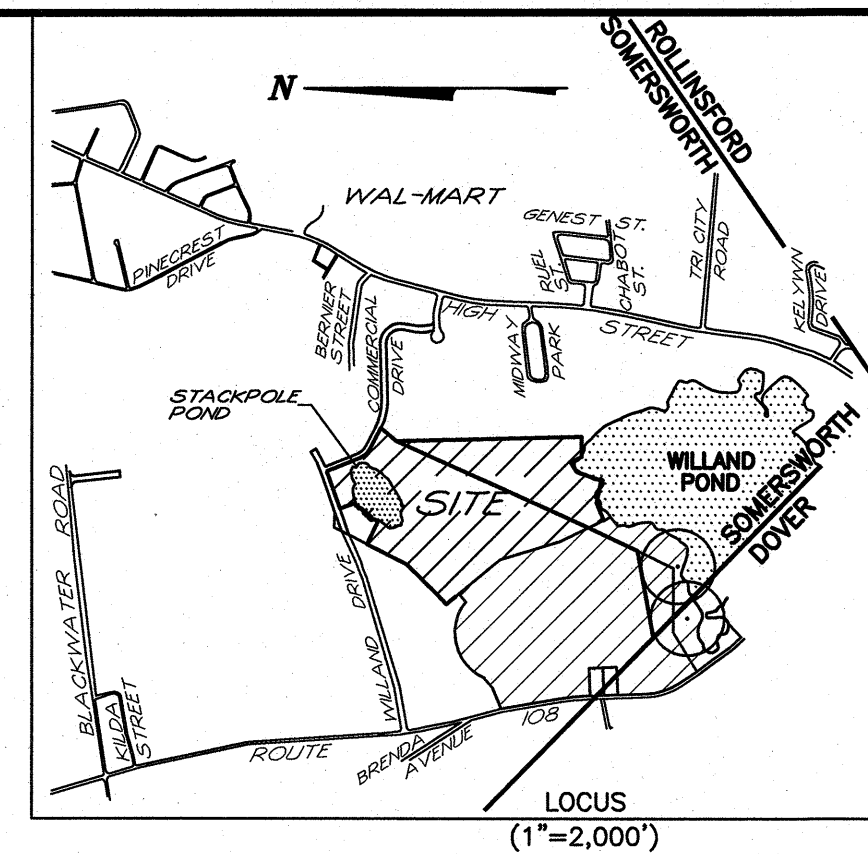
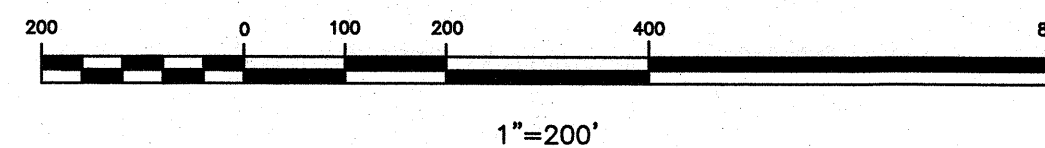
RIGHT-OF-WAY PLAN ROBERT E. STACKPOLE COMMERCIAL DRIVE SOMERSWORTH, NEW HAMPSHIRE TRITECH ENGINEERING CORPORATION NOVEMBER 17, 2008 SCRD 98-40	"ALTA ACSM LAND TITLE SURVEY" ANDREW A. POLYCHRONIS REVOCABLE TRUST AND CHRISTIAN BELIEVERS FELLOWSHIP HIGH STREET & HANDLE ROAD SOMERSWORTH, NEW HAMPSHIRE TRITECH ENGINEERING CORPORATION AUG. 13, 2004 SCRD 76-49	PRELIMINARY SUBDIVISION PLAN OF LAND IN SOMERSWORTH, N.H. DEVELOPERS GEORGE SALISBURY C.J.P. CORPORATION THOMAS F. MORAN AUGUST 4, 1972 SCRD Po 12 Fo 2 PL 52
BOUNDARY LINE ADJUSTMENT PLAN 17th LLC AND THE ROBERT E. STACKPOLE & THE ERNESTINE M. STACKPOLE REVOCABLE TRUST OF 2000 HIGH STREET & HANDLE ROAD SOMERSWORTH, NEW HAMPSHIRE TRITECH ENGINEERING CORPORATION AUG. 30, 2004 SCRD 77-49	BOUNDARY LINE ADJUSTMENT PLAN ROBERT E. STACKPOLE COMMERCIAL DRIVE SOMERSWORTH, NEW HAMPSHIRE TRITECH ENGINEERING CORPORATION FEB. 3, 2003 SCRD 68-66	MAP OF LAND WINCHESTER ARMS GILBERT CAMPBELL, INC. DOVER, NEW HAMPSHIRE G.L. DAVIS & ASSOCIATES SEPT 1971 SCRD Po 12 Fo 1 PL 38
SUBDIVISION PLAN ROBERT E. STACKPOLE WILLAND DRIVE SOMERSWORTH, NEW HAMPSHIRE TRITECH ENGINEERING CORPORATION JULY 31, 2002 SCRD 67-73	PLAN OF LAND OF STACKPOLE CONSTRUCTION HIGH STREET & BLACKWATER ROAD SOMERSWORTH, NEW HAMPSHIRE CIVIL CONSULTANTS NOT RECORDED	MINOR SUBDIVISION LOTS A & B FOR GENE R. COHEN DOVER/SOMERSWORTH, N.H. ROBERT W. McCRONE, LLS JUNE 1986 SCRD 29A-93
SUBDIVISION PLAN PILLAR INVESTMENT CORP. 451 HIGH STREET SOMERSWORTH, NEW HAMPSHIRE TRITECH ENGINEERING CORPORATION NOV. 3, 1997 SCRD 51-10	AMENDED SUBDIVISION PLAN OF WILLAND COMMON PREPARED FOR ROBERT E. STACKPOLE HIGH STREET & BLACKWATER ROAD SOMERSWORTH, NEW HAMPSHIRE McNEANEY SURVEY ASSOCIATES, INC. JAN. 27, 1993 SCRD 42-61	PLAN OF LAND PREPARED FOR THE CITY OF DOVER, N.H. ROUTE 108 - WILLAND POND DOVER & SOMERSWORTH, NEW HAMPSHIRE McNEANEY SURVEY ASSOCIATES JUNE 29, 1994
PLAN OF LAND PAUL FLAYHAN SOMERSWORTH, NEW HAMPSHIRE G.L. DAVIS & ASSOCIATES MARCH 1978 SCRD 17E-56	CITY OF SOMERSWORTH NEW HAMPSHIRE PERIMETER WATER MAIN EASEMENT PLAN FROM PLANS OF ALONZO B. REED, INC. APRIL 1971 NOT RECORDED	
LAND OF CITY OF DOVER JAN. 6, 1942 SCRD 3-1-9		

- 13.) REFERENCE IS MADE TO TWO DEEDS CONCERNING WATER RIGHTS IN WILLAND POND, SCRD BK 261 PG 297 AND BK 256 PG 29 AS WELL AS RIGHT TO PASS AND REPASS AND LAY PIPE THAT MAY EXIST.

- 14.) TOWN LINE AS SHOWN ON THIS PLAN IS A LINE CONNECTING A BOUND FOUND IN THE PARKING LOT OF PORTLAND CLASS, OFF THE EASTERLY SIDELINE OF ROUTE #108 (TOWN LINE STONE #23) AND A BOUND FOUND IN THE LAWN OF TD BANK, OFF THE EASTERLY SIDELINE OF HIGH STREET (TOWN LINE STONE #25)

- 15.) MAP 64 LOT 1 & MAP 41 LOT 9 ARE SHOWN PER RECORD SURVEYS AND NOT THE RESULT OF AN ON THE GROUND SURVEY BY TRITECH ENGINEERING CORPORATION.

APPROVED BY THE SOMERSWORTH
PLANNING BOARD ON _____ DATE _____
SIGNED BY _____ NAME _____ TITLE _____



TRITECH

ENGINEERING CORPORATION

755 CENTRAL AVENUE
DOVER NEW HAMPSHIRE 03820
TELEPHONE 603 742 8107
FAX 603 742 8830

REVISIONS

DATE:	DESCRIPTION:
9-15-17	REVISED LOT LINE OF PARCEL "B"

BOUNDARY LINE ADJUSTMENT PLAN
THE CITY OF DOVER AND
CJP GARABEDIAN TRUST

WILLAND DRIVE & COMMERCIAL DRIVE
SOMERSWORTH, NEW HAMPSHIRE
STRAFFORD COUNTY
FEBRUARY 1, 2017

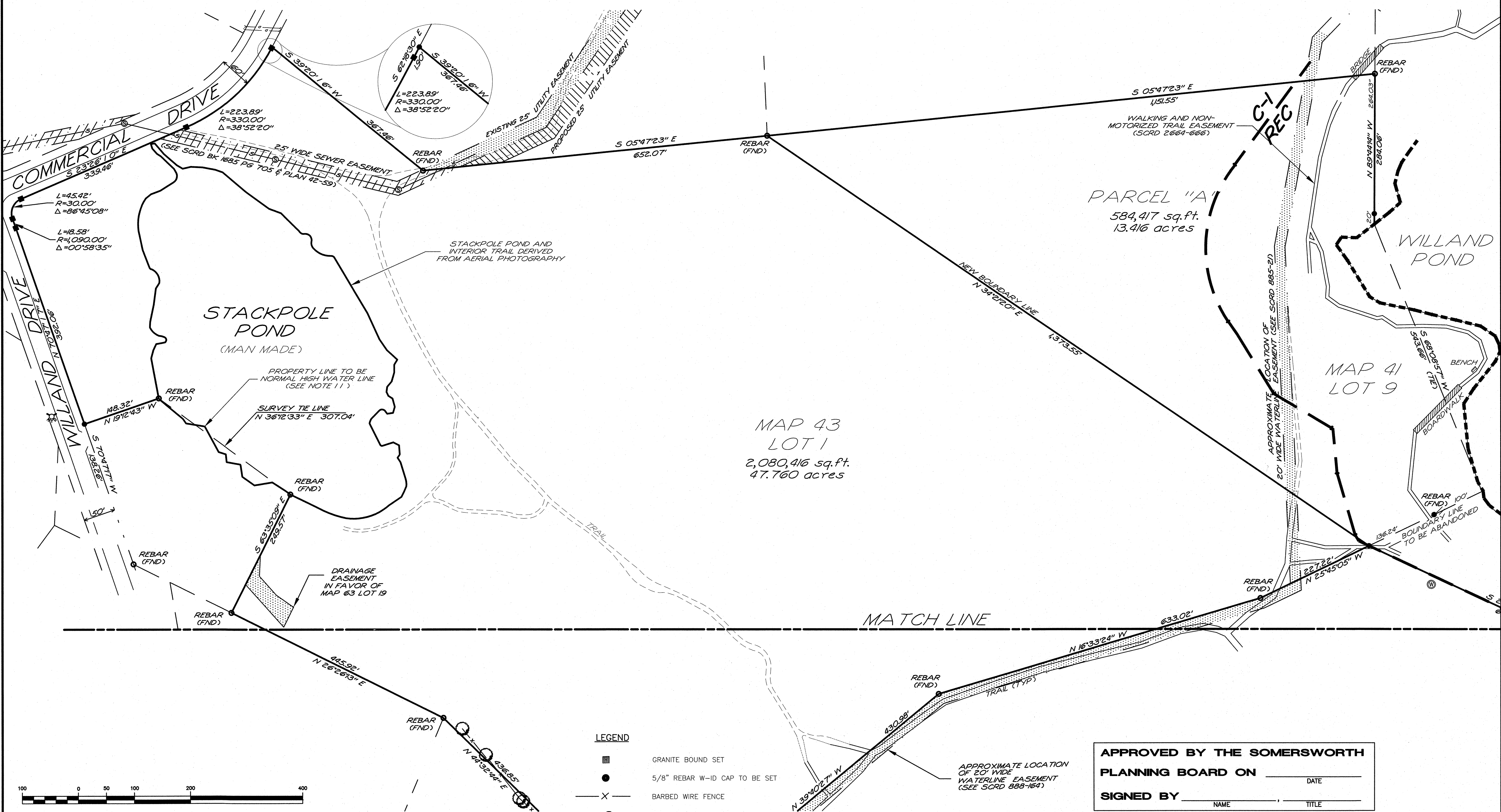
ROUTE #108
JOB No. 16154
SCALE: 1" = 200'

SHEET NO.

8-1

N

TRITECH
ENGINEERING CORPORATION



TRITECH
ENGINEERING CORPORATION

7555 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03820
TELEPHONE 603 742 8107
FAX 603 742 3830

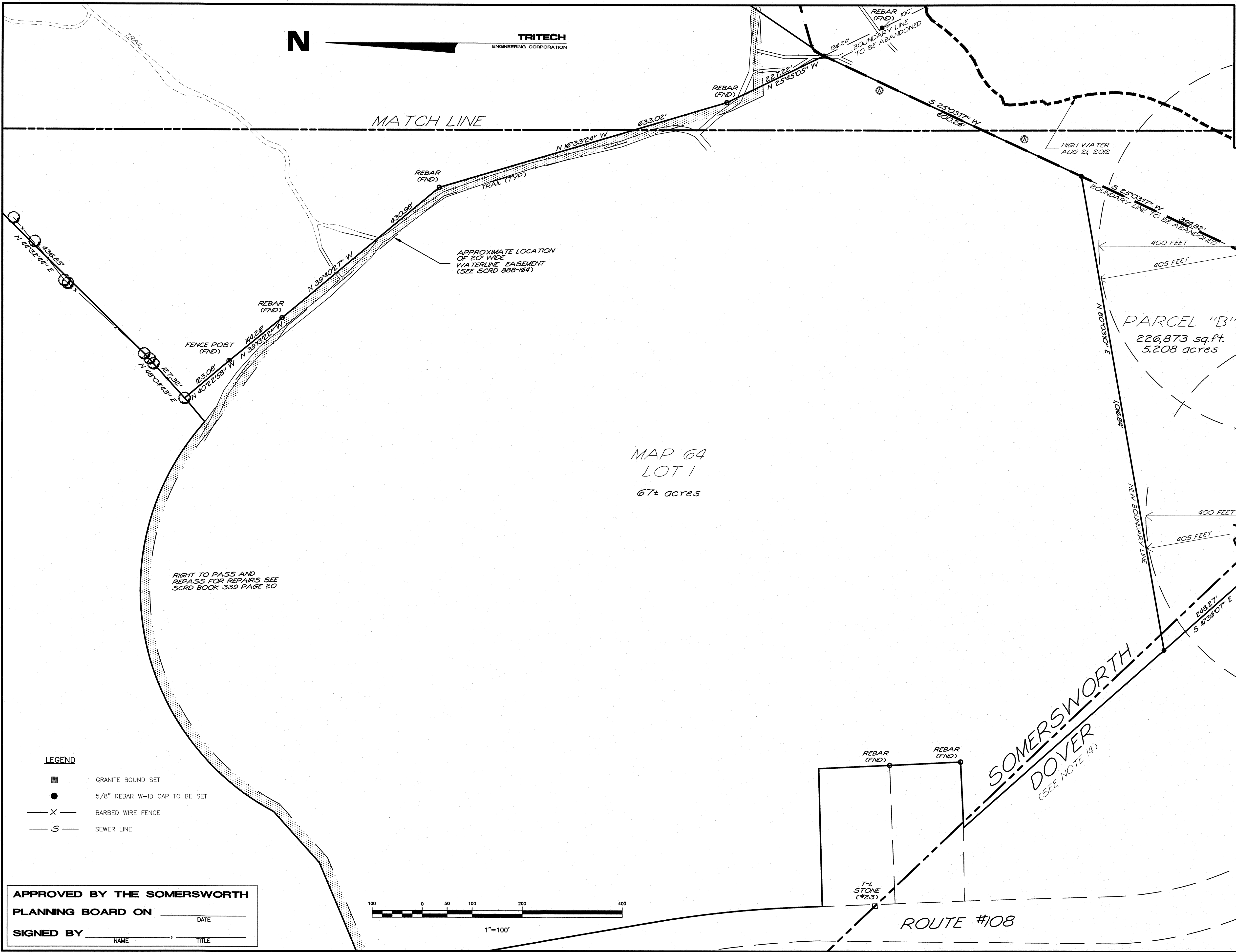
REVISIONS	DATE	DESCRIPTION
1	9-15-17	REVISED LOT LINE OF PARCEL "B"

BOUNDARY LINE ADJUSTMENT PLAN
THE CITY OF DOVER AND
CJP GARABEDIAN TRUST
ROUTE #108
WILLAND DRIVE & COMMERCIAL DRIVE
SOMERSWORTH, NEW HAMPSHIRE
STRAFFORD COUNTY
FEBRUARY, 2017 JOB No. 16154
SCALE: 1" = 100'

SHEET NO.

5-2

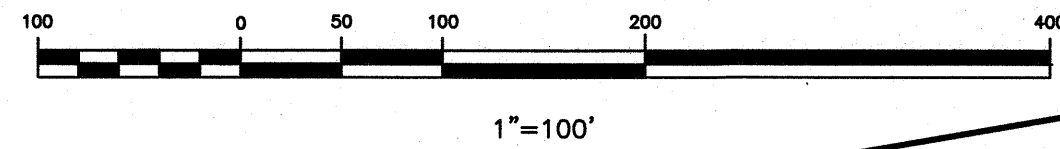
APPROVED BY THE SOMERSWORTH
PLANNING BOARD ON _____ DATE _____
SIGNED BY _____ NAME _____ TITLE _____



LEGEND

- GRANITE BOUND SET
- 5/8" REBAR W-ID CAP TO BE SET
- BARBED WIRE FENCE
- SEWER LINE

APPROVED BY THE SOMERSWORTH
PLANNING BOARD ON _____ DATE _____
SIGNED BY _____ NAME _____ TITLE _____



TRITECH
ENGINEERING CORPORATION

755 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03860
TELEPHONE 603 742 8107
FAX 603 742 9830

REVISIONS
DATE: 9-15-17
DESCRIPTION: REVISED LOT LINE OF PARCEL "B"

BOUNDARY LINE ADJUSTMENT PLAN
THE CITY OF DOVER AND
CJP GARABEDIAN TRUST

ROUTE #108
WILLAND DRIVE & COMMERCIAL DRIVE
SOMERSWORTH, NEW HAMPSHIRE
STRAFFORD COUNTY
FEBRUARY 1, 2017 JOB No. 16154
SCALE: 1" = 100'

SHEET NO.

5-3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.13.

Resolution Number: **R – 2017.10.25 – 150**

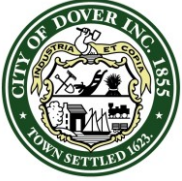
Resolution Re: **Approval for City to Acquire a Utility Easement
Through Red's Shoe Barn Property, Broadway**

- WHEREAS: Much of the City of Dover's storm water drainage in the northeastern part of the City runs through an existing granite box culvert in/on/under property of Red's Shoe Barn, owned by Dover resident Patrick Murray, off of Broadway; and
- WHEREAS: The existing granite box culvert is well over 100 years old and not sufficiently sized to carry the necessary drainage; and
- WHEREAS: During significant rain events, flooding can occur on Broadway and surrounding areas due to the inability to drain sufficient quantities of storm water through the granite box culvert; and
- WHEREAS: As part of the City's drainage work off Broadway, the City proposes to install a drainage culvert of approximately 84" in diameter through/under the Red's Shoe Barn property owned by Patrick Murray to remediate flooding issues; and
- WHEREAS: The project requires the City to acquire a utility easement over/under/through the Red's Shoe Barn property (Lots 24/2E and 24/2I) situated along Broadway; and
- WHEREAS: The City seeks a permanent easement containing 3,526 square feet, more or less, to install and maintain drain lines under the Red's Shoe Barn property; and
- WHEREAS: The City seeks a temporary construction easement of 9,664 square feet, more or less, to facilitate installation of the new drain lines; and
- WHEREAS: Patrick Murray is willing to grant the City a permanent easement for such drain lines, along with a temporary construction easement, in exchange for a license from the City for motor vehicle parking within the Broadway right-of-way for the Red's Shoe Barn property, in locations where motor vehicle parking currently exists; and
- WHEREAS: The City and Patrick Murray have negotiated an agreement to exchange an easement and license consistent with the above, as well as the language of a draft easement and a draft license all attached hereto.

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

That there is a public necessity to acquire the above-mentioned temporary and permanent easements across the Red's Shoe Barn property owned by Patrick Murray for storm water management purposes and that such easements are for the public use and benefit; and

That the granting of a license for motor vehicle parking by the City to Patrick Murray in exchange for the easement is in the public interest.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.13.

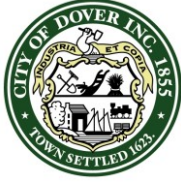
Resolution Number: **R – 2017.10.25 – 150**
Resolution Re: **Approval for City to Acquire a Utility Easement
Through Red's Shoe Barn Property, Broadway**

AND, FURTHER BE IT RESOLVED;

That the City Manager is authorized to execute the necessary documentation for the City to acquire/accept an easement from Patrick Murray to install drainage lines across the Red's Shoe Barn property, and for the City to grant a license to Patrick Murray for motor vehicle parking purposes within the Broadway right-of-way, and to record such documentation within the Strafford County Registry of Deeds.

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.13. Resolution Number: R – 2017.10.25 – 150 Resolution Re: Approval for City to Acquire a Utility Easement Through Red’s Shoe Barn Property, Broadway
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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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See draft Agreement between the City and Patrick Murray, draft Easement from Patrick Murray to the City, draft License from Patrick Murray to the City, and draft Easement and License Plans attached.

UTILITY EASEMENT

THIS UTILITY EASEMENT is granted this _____ day of _____, 2017, by Patrick M. Murray, single, of 17 Hillcrest Drive, Dover, New Hampshire 03820, hereinafter referred to as the Grantor, to the City of Dover, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820, hereinafter referred to as the Grantee.

WITNESSETH, that the Grantor, for himself, his heirs and assigns, grants and conveys with warranty covenants to the Grantee, its heirs and assigns, a 30 foot wide permanent easement, for the purposes set forth herein, in, under, and over a portion of certain parcels of land owned by him and shown as Tax Map 24, Lot 2E and Tax Map 24, Lot 2I, being situated in Dover, County of Strafford and State of New Hampshire, on the easterly side of Broadway, as shown on a plan entitled, "*Drainage Easement Plan Prepared for the City of Dover, New Hampshire; Land in Dover, NH owned by Patrick Murray,*" dated October 31, 2006, prepared by McEneaney Survey Associates, Inc., recorded in the Strafford County Registry of Deeds, as Plan _____ (hereinafter the "**Plan**"), more particularly described as follows:

Parcel #1 - Map 24, Lot 2E

Beginning at an iron rod on the Plan's depiction of the easterly sideline of Broadway, said iron rod also marking the northwesterly corner of land of Patrick Murray, denoted as Lot 2E on Dover Tax Map 24; thence turning and running S 60° 48' 16" E, along other land of Patrick Murray, a distance of 90.43 feet to a magnetic nail; thence turning and running S 24° 38' 09" E, a distance of 24.61 feet to an iron rod at land of Boston & Maine Corporation, a distance of 32.50 feet to an iron rod; thence turning and running N 24° 38' 09" W, a distance of 63.81 feet to a magnetic nail; thence turning and running N 64° 18' 55" W, a distance of 51.27 feet to a magnetic nail at the plan's depiction of the easterly sideline of Broadway; thence turning and running N 29° 11' 44" E, a distance of 11.60 feet to the point of beginning.

Parcel #2 - Map 24, Lot 2I

Beginning at a magnetic nail on the Plan's depiction of the easterly sideline of Broadway, said magnetic nail being the southwesterly corner of land of Patrick Murray, denoted as Lot 2I on Dover Tax Map 24; thence turning and running N 29° 11' 44" E, a distance of 18.46 feet to a magnetic nail; thence turning and running S 64° 18' 55" E, a distance of 60.25 feet to a magnetic nail; thence turning and running S 24° 38' 09" E, a distance of 37.53 feet to a magnetic nail at the southerly sideline of land of said Patrick Murray; thence turning and running N 60° 48' 16" W, a distance of 90.43 feet to a magnetic nail at the point of beginning.

Within the above described easement area, and subject to the existing easement rights in and to the existing 20 foot wide sewer easement shown on the same plan, as said easement rights were granted and defined by easement deeds to the City of Dover recorded in Strafford Registry Book 936, Page 380, and Book 936, Page 372, the Grantee, its successors and assigns, shall have the perpetual right to construct, install, use, maintain, repair, and/or replace underground utilities, which shall include but not be limited to water and sewer pipes together with related structures, and/or drainage infrastructure. The permanent easement shall run with the land.

This Easement is conveyed subject to and with the benefit of the obligation of the Grantee, its successors and assigns, at its sole expense, to maintain, repair and replace any and all of its improvements located within the easement area, and the right to enter upon the premises herein conveyed for that purpose, subject to the obligation to properly restore the premises to their prior condition thereafter.

Grantor agrees that no tree, building or other structure or planting, which in any way impairs Grantee's rights hereunder, shall be located within the easement area. Grantor agrees that no portion of the easement area shall be excavated or altered without the written permission of the Grantee.

Grantor does hereby also grant the Grantee a temporary construction easement on either side of the permanent easement, to be used for construction, laying and maintenance of pipes, lines, and appurtenances to be installed by the Grantor pursuant to its rights under the permanent easement. Said temporary construction easement is depicted on a plan entitled "*Drainage Easement Plan Prepared for the City of Dover, New Hampshire; Land in Dover, NH owned by Patrick Murray*" dated October 31, 2006 prepared by McEneaney Survey Associates, Inc. The temporary construction easement is identified as the dotted areas on said plan.

Meaning and intending to convey temporary and permanent easements over a portion of those premises acquired by the Grantor as recorded in the Strafford County Registry of Deeds at Book 1780, Page 0784, and at Book 1954, Page 118

In accordance with N.H. RSA 78-B:2, I, this deed is recorded without the payment of N.H. Transfer Tax.

Acceptance of this easement was authorized by vote of the Dover City Council on _____, 2017.

In Witness Whereof, the Grantor has set his hand this _____ day of _____, 201__.

GRANTOR

Patrick M. Murray

STATE OF NEW HAMPSHIRE
Strafford, ss.

On this, the _____ day of _____, 201__, before me, the undersigned officer, personally appeared Patrick M. Murray of Dover, New Hampshire, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes set forth therein.

Justice of the Peace/Notary Public

Accepted by,
CITY OF DOVER

J. Michael Joyal, Jr., City Manager

THE STATE OF NEW HAMPSHIRE
Strafford, ss.

On this the _____ day of _____, 201__, before me, the undersigned officer, personally appeared J. Michael Joyal, Jr., duly authorized City Manager of the City of Dover, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes set forth therein.

Justice of the Peace/Notary Public

Return To:

LICENSE AGREEMENT

This LICENSE AGREEMENT ("LICENSE"), is made as of the ____ day of _____, 2017 by and between the **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipal corporation having offices at 288 Central Avenue, Dover, New Hampshire 03820 ("City"), and **PATRICK M. MURRAY**, of 17 Hillcrest Drive, Dover, New Hampshire 03820 ("Licensee").

RECITALS

Broadway is a Class IV public highway within the City of Dover. Broadway's defined usage over time is as an established vehicle travel way width, abutted in various locations with parking, landscaping improvements and, in some areas, sidewalks, within the Broadway right-of-way as shown on the below referenced plan.

Licensee is the owner of property (the "Property") shown as Tax Map 24, Lot 2E and Tax Map 24, Lot 2I on plan entitled "Plan of Easements prepared for Patrick M. Murray and the City of Dover – Broadway R.O.W., Tax Map 24, Lot Nos. 2E and 2I, Broadway, City of Dover, County of Strafford, State of New Hampshire" dated January, 2009, prepared by McEneaney Survey Associates, Inc., and recorded at the Strafford County Registry of Deeds as Plan _____, (the "Plan") to which reference is made in describing the rights hereby conveyed.

Licensee does not concede that the northwesterly boundary of the Property is the southeasterly boundary of the "PUBLIC 66' WIDE R.O.W." area shown as Broadway on the Plan.

Licensee has historically utilized spaces for motor vehicle parking within the "PUBLIC 66' WIDE R.O.W." as shown on the Plan, and a corner of Licensee's "Red Shoe Barn" building overlaps the same Plan shown "PUBLIC 66' WIDE R.O.W.," all as shown on the Plan.

Broadway's defined usage over time has established a vehicle travel way width within the same "PUBLIC 66' WIDE R.O.W.," up to or near the edge of Licensee's historically used motor vehicle parking spaces as shown on the Plan.

To resolve with certainty the parties' rights in and to the below described License Area, Licensee requests a license upon, over, and across a portion of the southeasterly side of the "PUBLIC 66' WIDE R.O.W." as shown on the Plan for the benefit of the Property, in order to park motor vehicles for the customers of the business operated on the Property, and to pass and re-pass, as well as a license for the present placement of the buildings, to the extent they could be considered

encroachments, to and in said shown "PUBLIC 66' WIDE R.O.W." The City agrees to issue such a license pursuant to the terms and conditions as more fully set forth herein.

LICENSE

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

1. License.

A. The City hereby grants to the Licensee, which term when used herein shall include his heirs and assigns and successors in title, by operation of law, express grant or contract, a License:

(1) to permit the "Red's Shoe Barn" building where it is presently located as shown on the Plan, to remain as is, where is, so long as no additional improvements are made to it within the "PUBLIC 66' WIDE R.O.W.", beyond routine repair and maintenance; and

(2) to maintain vehicle parking spaces for the public and users of Licensee's business on the Property, as previously and currently existing, including head-in parking along the northwesterly side of Licensee's "Red Shoe Barn" building as shown on the Plan, and other parking spaces in Licensee's current parking lots within the "PUBLIC 66' WIDE R.O.W." all as shown on the Plan.

B. **License Area.** The City grants to Licensee, and Licensee accepts from the City, the above two described License uses specifically over the following described area, described with respect to the Plan:

Beginning at a point along the southerly boundary of Licensees' Tax Map 24, Lot 2E parcel, shown on the Plan as "Lot Corner" N – 256,342.641, E – 1,196,685.809, then running N 49° 60' 02"W a distance of 17.00 feet to a point; then turning and running N 29° 10' 58" E a distance of 349.93 feet to a point; then turning and running S 60° 49' 02: E a distance of 17.00 feet to a point; then turning and running S 29° 10' 58" E a distance of 349.93 feet to the point of beginning.

C. The rights herein granted are given in consideration of an Agreement dated _____, 201__ between the parties by which Licensee shall grant to the City a Utility Easement for a "Proposed 30 ft. Wide Drainage Easement" and "Temporary Construction Easement" as shown on the Plan, to allow for construction of the various drainage improvements within said easements pursuant to said Agreement.

2. Termination. The City may terminate the parking use rights of this License described in 1, B above, on land described in 1, C above, in whole or in part, upon six (6) months written notice to the Licensee if needed for right-of-way use, or for any other reason connected to the City's viatic rights over Broadway. Provided that such termination is not caused by an uncured material default by Licensee of his duties and obligations under this License, the City shall be required to provide the Licensee with reasonably comparable free motor vehicle parking for the

equivalent number of parking spots for which the License is terminated, within 50 feet from any point on the Property. The City acknowledges that to provide reasonably comparable free motor vehicle parking may (but not necessarily shall) require the exercise of its eminent domain authority, the construction of additional parking facilities or structures, or other accommodations not readily apparent to the parties given the current uses and layout of properties around the Property. Upon termination, in whole or in part, of the parking use rights of this License, the City shall, at its sole cost and expense, repair and restore the License Area and any improvements related to the License Areas on private property, affected by such termination.

3. Maintenance. Licensee shall maintain and keep the License Area in a good state of repair, and shall repair any damage, which endangers public safety, as a result of Licensee's exercise of his rights hereunder. The City shall maintain and keep Broadway in keeping with the maintenance plan and policy for all public roadways. The City shall have the right, but not the obligation, to provide written notice to the Licensee requiring that he address any condition which endangers public safety. Licensee shall be responsible for all snow and ice removal/treatment in the License Area and shall be responsible for the maintenance of all improvements in the License Area in a manner consistent with the City's maintenance of other similarly-situated streets and parking spaces. The City shall be responsible for the clearing of snow and ice on Broadway up to and along the License Area but not within the License Area. Snow and ice from the License Area shall not be stored or plowed into Broadway.

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

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

If to Licensee, at: 17 Hillcrest Drive
Dover, NH 03820

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

6. Governing Law. This License shall be governed and construed in accordance with the laws of the State of New Hampshire. The parties specifically acknowledge that they have been advised of case law existing as of the time of this License grant and acceptance, and acknowledge specifically the parties' right for this License to run with the land as a benefit appurtenant to the Property, specifically intending for the rights hereby granted to Licensee to pass by operation of law to his heir and assigns and successors in title, and to be expressly conveyed to a purchaser of

the Property as an appurtenant right running with all or a portion of said land.

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

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

9. **Default.** In the event that the Licensee has defaulted on his duties and obligations under this License, the City shall provide written notice to the Licensee by certified mail, return receipt requested, at the time that the City becomes aware of an event of default. If the Licensee has not cured the default within sixty (60) days of the date of such notice, the City shall issue a second written notice to Licensee by certified mail, return receipt requested. In the event that Licensee has still not cured the default within one hundred eighty (180) days of the second notice, the City shall have any and all rights and remedies available under this License, at law or in equity, including but not limited to termination of all or a portion of the License as well as reimbursement of any and all fees and costs, including reasonable attorney's fees, for the successful prosecution or enforcement of any such rights. The City may extend the cure period for such default in the event that the Licensee has undertaken such cure, but despite reasonable diligence, has been unable to complete the cure.

10. **Other Matters.** The License Area subject to this License are provided to the Licensee in "as is," "where is" and with all faults as to their physical condition. This License is subject to any and all matters of record pertaining to the License Area.

11. **Obligations Joint and Several.** The Licensee acknowledges that he is liable for all duties and obligations imposed under this License.

The granting of this License was approved by vote of the Dover City Council on _____, 2017.

[SIGNATURES TO FOLLOW]

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

CITY OF DOVER, NEW HAMPSHIRE

Witness

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

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the _____ day of _____, 201__, before me, the undersigned Officer, personally appeared J. Michael Joyal, Jr., who acknowledged himself to be the City Manager of the City of Dover, and that he, as such City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of the City of Dover.

Notary Public
My Commission Expires: _____

LICENSEE

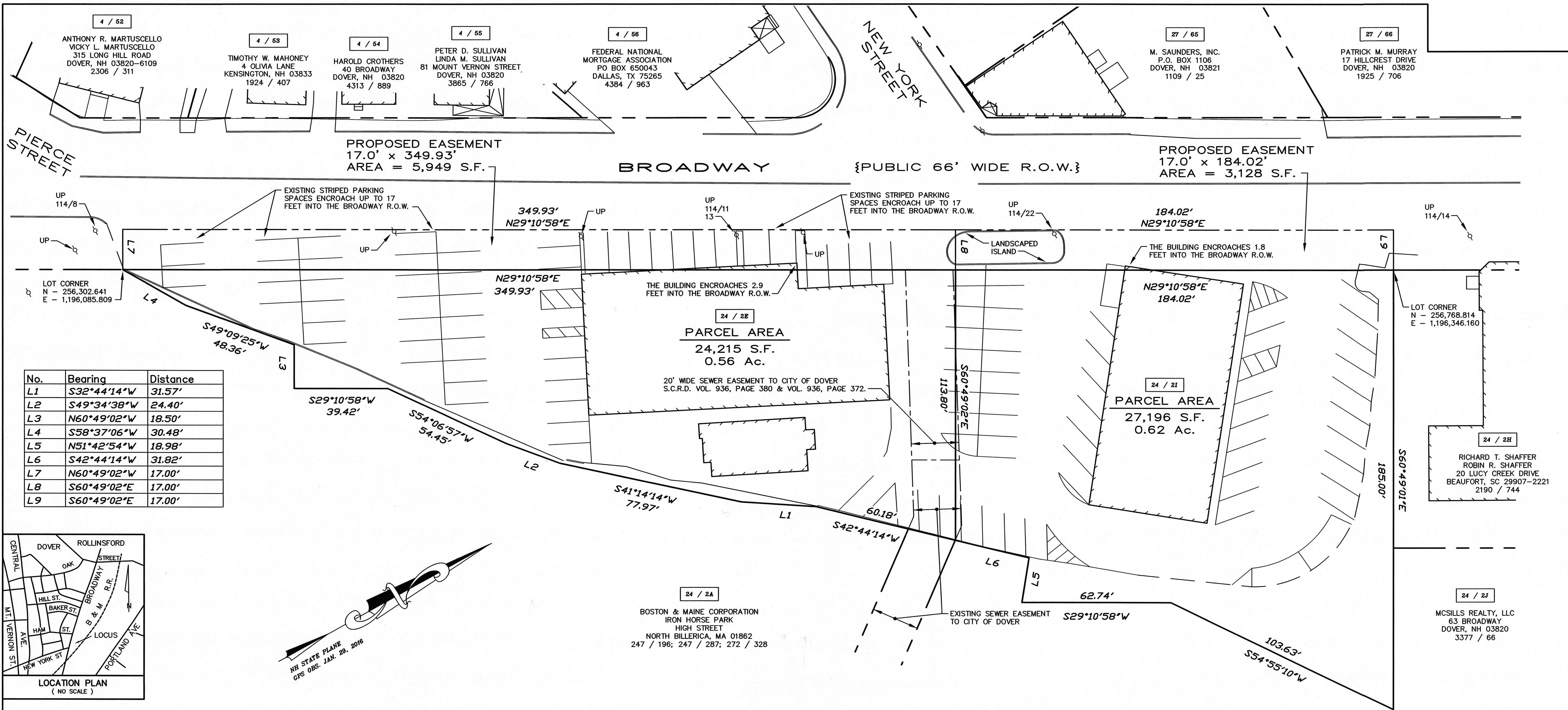
Witness

Patrick M. Murray

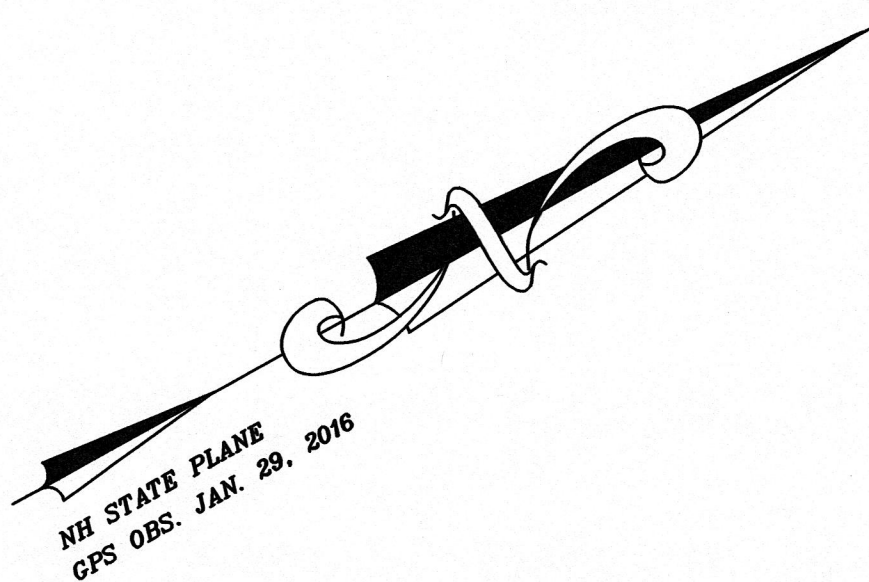
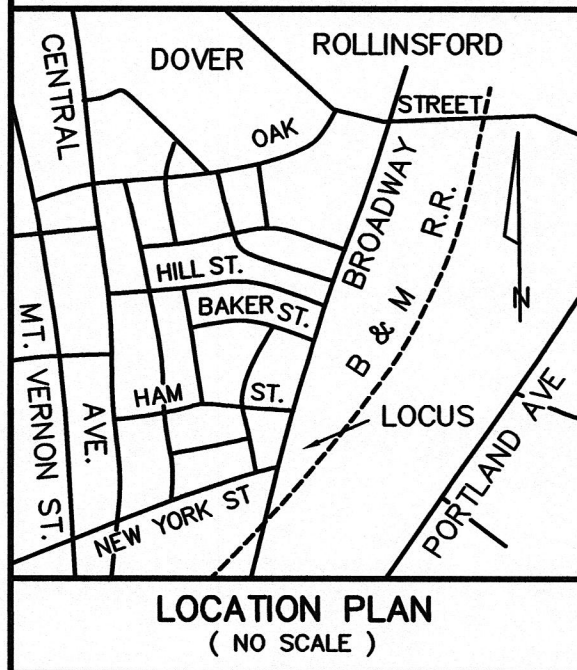
STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the _____ day of _____, 201__, before me, the undersigned Officer, personally appeared Patrick M. Murray, who acknowledged himself to be authorized to execute the foregoing instrument for the purposes therein contained and acknowledged the foregoing instrument to be his free act and deed.

Notary Public
My Commission Expires: _____



No.	Bearing	Distance
L1	S32°44'14"W	31.57'
L2	S49°34'38"W	24.40'
L3	N60°49'02"W	18.50'
L4	S58°37'06"W	30.48'
L5	N51°42'54"W	18.98'
L6	S42°44'14"W	31.82'
L7	N60°49'02"W	17.00'
L8	S60°49'02"E	17.00'
L9	S60°49'02"E	17.00'



REFERENCE PLANS:

- 1.) PLAN OF LOT LINE ADJUSTMENTS AND LOT CONSOLIDATIONS LAND IN DOVER, NEW HAMPSHIRE BOSTON AND MAINE CORPORATION TO PATRICK MURRAY - SCALE: 1" = 20' DATE: JULY 21, 2004 - LOCATION: OFF BROADWAY, DOVER, STRAFFORD COUNTY, NEW HAMPSHIRE, DOVER TAX MAP 24, LOTS 2A, 2B, 2D, 2E & 2I. SCALE: 1" = 20'; DATED: JULY 21, 2004, REVISED THROUGH 8/11/04; BY THIS OFFICE. RECORDED S.C.R.D. PLAN 76-47.

LEGEND

- S.F. - SQUARE FEET
Ac. - ACRE
(TYP.) - TYPICAL
± - MORE OR LESS
Ø - DIAMETER
UP - UTILITY POLE
--- EASEMENT LINE
S.C.R.D. - STRAFFORD COUNTY
REGISTRY OF DEEDS

NO.	DATE	DESCRIPTION	BY	CHK
REVISIONS				
93-		SUBDIVISION		
PROJECT NO		TYPE	FIELDBOOK & PAGES	

NOTES:

- 1.) OWNERS OF RECORD:

24 / 2E
24 / 2I

PATRICK MURRAY
17 HILLCREST DRIVE
DOVER, NEW HAMPSHIRE 03820
S.C.R.D. VOL. 1780, PAGE 0784
S.C.R.D. VOL. 1780, PAGE 0784
S.C.R.D. VOL. 1954, PAGE 0118
S.C.R.D. VOL. 1780, PAGE 0787
S.C.R.D. VOL. 2042, PAGE 0592

BROADWAY
CITY OF DOVER, NH
288 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03820

- 2.) 24 / 2E - DENOTES TAX MAP AND PARCEL NUMBER.

- 3.) PLAN INTENT: TO DESCRIBE TWO (2) EASEMENTS FOR ALL PURPOSES BEING SEVENTEEN (17) FEET WIDE ALONG THE ENTIRE FRONTAGE OF PARCEL 24 / 2E AND PARCEL 24 / 2I, LOCATED WITHIN THE BROADWAY RIGHT OF WAY AS SHOWN.

- 4.) BASIS OF BEARING IS NH STATE PLANE (NAD83) BASED ON GPS OBSERVATION DATED JANUARY 29, 2016.

PROGRESS PRINT

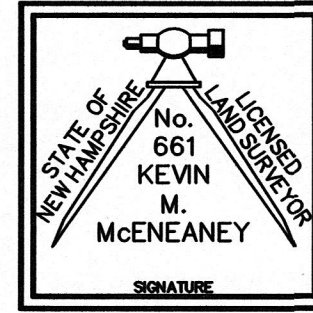
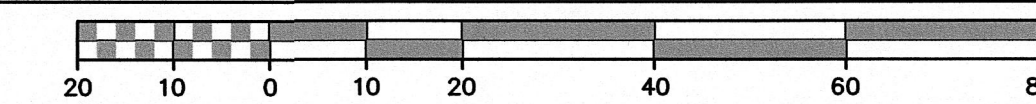
"I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION, BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "U" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."

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

DATE: / KEVIN M. McENEANEY LLS # 661

PLAN OF EASEMENTS
PREPARED FOR
PATRICK M. MURRAY
AND
THE CITY OF DOVER - BROADWAY R.O.W.
TAX MAP 24, LOT Nos. 2E & 2I
BROADWAY
CITY OF DOVER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

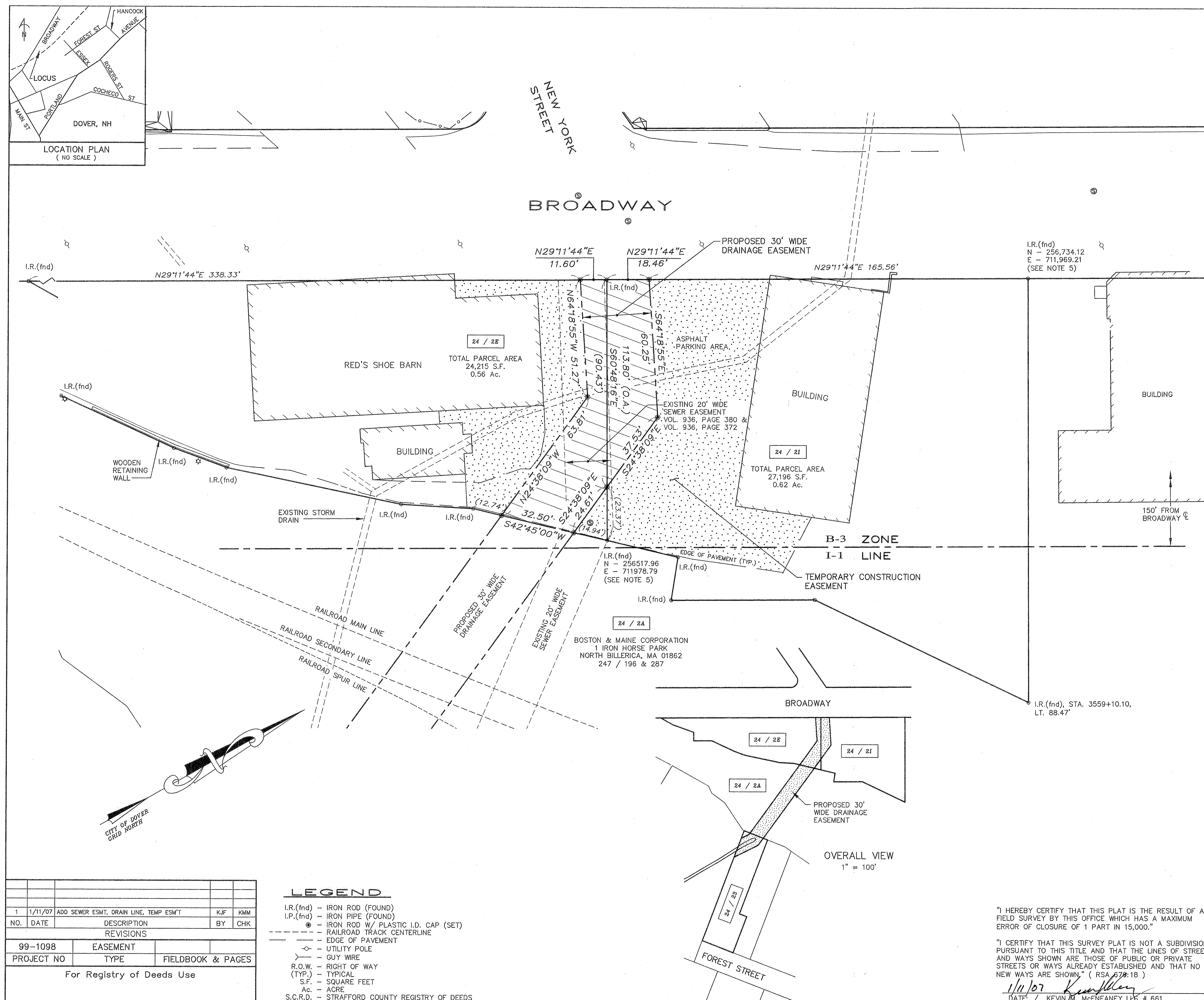
DRAWN BY: R/JM
SCALE: 1" = 20'
FILE: C:\P\
DATE: JANUARY 2009



Mceneaney
Survey
Associates, inc.

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

SURVEYING - PLANNING - CONSULTING



For Registry of Deeds Use

REFERENCE PLANS:

- 1.) PLAN OF LOT LINE ADJUSTMENTS AND LOT CONSOLIDATIONS - LAND IN DOVER, NEW HAMPSHIRE, BOSTON AND MAINE CORPORATION TO PATRICK MURRAY; SCALE: 1" = 20'; DATED: JULY 21, 2004; BY McENEANEY SURVEY ASSOCIATES; RECORDED S.C.R.D. PLAN 76-47.
- 2.) "RIGHT OF WAY AND TRACK MAP", BOSTON AND MAINE R.R., OPERATED BY THE BOSTON AND MAINE R.R., STATION 3548+57 TO STATION 3601+37; SCALE: 1" = 100 FT.; DATED: JUNE 30, 1914, (REVISED TO FEB. 1994); OFFICE OF THE VALUATION ENGINEER; NOT RECORDED.

NOTES:

- 1.) OWNERS OF RECORD:

24 / 2E

 PATRICK MURRAY
17 HILLCREST DRIVE
DOVER, NEW HAMPSHIRE 03820
S.C.R.D. VOL. 1780, PAGE 0784

24 / 2I

 S.C.R.D. VOL. 1954, PAGE 0118
S.C.R.D. VOL. 1780, PAGE 0787
- 2.)

24 / 2E

 - DENOTES TAX MAP AND PARCEL NUMBER.
- 3.) ZONING DISTRICTS ARE B-3 & I-1
ZONE
MINIMUM LOT SIZE = B-3 = 20,000 S.F. = I-1 = 40,000 S.F.
MINIMUM FRONTAGE = 125 FEET = 150 FEET
BUILDING SETBACK REQUIREMENTS:
FRONT = 50 FEET = 50 FEET
REAR = 15 FEET = 25 FEET
SIDE (ABUT A LOT) = 12 FEET = 15 FEET
SIDE (ABUT A STREET) = 50 FEET = 50 FEET
MAXIMUM LOT COVERAGE = 50 PERCENT = 50 PERCENT
MAXIMUM BUILDING HEIGHT = 40 FEET = 50 FEET
- 4.) THE INTENT OF THIS PLAN IS TO DEPICT A PERMANENT 30 FOOT WIDE DRAINAGE EASEMENT ON LOTS 24/2E & 24/2I.
LOT 24/2E EASEMENT AREA = 2,006 S.F.
LOT 24/2I EASEMENT AREA = 1,556 S.F.
- 5.) BASIS OF BEARING AND LISTED COORDINATES ARE CITY OF DOVER G.I.S.

DRAINAGE EASEMENT PLAN
PREPARED FOR
THE CITY OF DOVER, NEW HAMPSHIRE

**LAND IN
DOVER, NEW HAMPSHIRE
OWNED BY
PATRICK MURRAY**

SCALE: 1" = 20' DATE: OCTOBER 31, 2006

LOCATION: OFF BROADWAY
DOVER, STRAFFORD COUNTY, NEW HAMPSHIRE
DOVER TAX MAP 24, LOTS 2E & 2I

DRAWN BY: KJF	FILE: C:\P\1611\99-1098
SCALE: 1" = 20'	DATE: OCTOBER 31, 2006

20 10 0 10 20 40 60 80

**McEneaney
Survey
Associates, inc.**

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

SURVEYING - PLANNING - CONSULTING

1	1/11/07	ADD SEWER ESMT, DRAIN LINE, TEMP ESMT	KJF	KMM
NO.	DATE	DESCRIPTION	BY	CHK
REVISIONS				
99-1098		EASEMENT		
PROJECT NO		TYPE	FIELDBOOK & PAGES	
For Registry of Deeds Use				

- LEGEND**
- I.R.(fnd) - IRON ROD (FOUND)
 - I.P.(fnd) - IRON PIPE (FOUND)
 - - IRON ROD W/ PLASTIC I.D. CAP (SET)
 - - RAILROAD TRACK CENTERLINE
 - - - - - EDGE OF PAVEMENT
 - - UTILITY POLE
 - - - - - GUY WIRE
 - R.O.W. - RIGHT OF WAY
 - (TYP.) - TYPICAL
 - S.F. - SQUARE FEET
 - Ac. - ACRE
 - S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS

"I HEREBY CERTIFY THAT THIS PLAT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE WHICH HAS A MAXIMUM ERROR OF CLOSURE OF 1 PART IN 15,000."

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN." (RSA 678:18)

1/11/07 *Kevin M. McEneaney*
DATE: / KEVIN M. McENEANEY LLS # 661

AGREEMENT

This agreement is made by and between the **City of Dover**, a municipal corporation, of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter “**City**”), and **Patrick M. Murray**, single, of 17 Hillcrest Drive, Dover, New Hampshire 03820 (hereinafter “**Murray**”).

Explanatory Statement

The City and Murray enter into this agreement regarding the construction of new City storm water drainage facilities servicing the neighborhoods northwesterly of Broadway and southwesterly of Oak Street. The project specifically includes replacing drainage pipes collecting storm water drainage from said neighborhoods now discharging through a granite box culvert running beneath property of Murray. The City desires and Murray is willing to grant temporary construction and permanent easements to the City to facilitate said new construction across/under Murray’s land pursuant to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the parties’ mutually exchanged promises, and having been fully authorized by vote of the Dover City Council, the parties agree as follows:

1. **Plans** This agreement is made with reference to the survey and engineering plans, the contents of which are incorporated herein by reference.
 - (a) **Kleinfelder Plans.** An 11-page set of survey/engineered drawings entitled “Broadway Street Railroad Culvert, City of Dover, New Hampshire” drawn by Kleinfelder of 2 Wall Street, Suite 450, Manchester, NH 03101, including:
 - Title Page with Site Map and List of Drawings
 - Sheet 1 – Legend and General Notes
 - Sheet 2 – Existing Conditions Plan
 - Sheet 3 – General Plan

Sheets 4 and 4A – Drain Pipe Profiles
Sheets 5 and 6 – Drainage Details
Sheet 7 – Miscellaneous
Sheets 8 and 9 – Traffic Management Plans

All the above are cumulatively referred to herein as the “**Kleinfelder Plans**”. Individual sheets are referred to either by sheet number and/or that sheet’s title.

- (b) **Drainage Easement Plan.** Plan entitled “Drainage Easement Plan prepared for the City of Dover, New Hampshire, Land in Dover, NH owned by Patrick Murray, Scale 1” = 20 ft.” Date: October 31, 2006, drawn by McEneaney Survey Associates, Inc., referred to herein as the “**Drainage Easement Plan.**”
- (c) **Parking License Plan.** Plan entitled “Plan of Easements prepared for Patrick M. Murray and the City of Dover – Broadway R.O.W., Tax Map 24, Lot Nos. 2E and 2I, Broadway, City of Dover, County of Strafford, State of New Hampshire,” dated January 2009, drawn by McEneaney Survey Associates, Inc., referred to herein as the “**Parking License Plan.**”

Unless separately referred to herein as the Kleinfelder Plans, Drainage Easement Plan and/or Parking License Plan, all, together, shall be referred to herein as the “**Plans.**”

2. **Murray’s Property.** Murray is the owner of land and buildings known as Red’s Shoe Barn, located at 35 Broadway, Dover, New Hampshire, and generally depicted on Dover Tax Map 24 as Lots 2E and 2I. Murray’s sources of title are:

Warranty Deed from Ruth H. Murray to Patrick M. Murray dated 11/21/1994, recorded in Strafford County Registry, Book 1780, Page 784;

Warranty Deed from Ruth H. Murray to Patrick M. Murray dated 11/21/1994, recorded in Strafford County Registry, Book 1780, Page 787;

Warranty Deed from Ruth H. Murray to Patrick M. Murray dated 9/4/1997, recorded in Strafford County Registry, Book 1954, Page 118; and

Release Deed from Boston and Maine Railroad to Patrick Murray dated 8/5/2004, recorded in Strafford County Registry, Book 3053, Page 592.

3. **Use of Broadway.** Broadway is a Class IV public highway within the City of Dover. Broadway’s defined usage over time has established an existing vehicle travel way width, within the area shown on the Plans as “PUBLIC 66’ WIDE R.O.W.” and referred to on

the Plans (or herein) as the “Broadway R.O.W.” or as the “City right-of-way,” which includes and/or is abutted in various locations with parking, landscaping improvements, and in some areas sidewalks.

Murray does not concede his property boundaries abutting the Broadway R.O.W. to be precisely located as shown on the Plans. In the absence of City layout evidence or deeds of conveyance to the City, under New Hampshire common law, Murray claims ownership to the midline of Broadway, subject to the City’s viatic easement rights over the right-of-way established through usage and City actions, and documented by Dover’s Road Plan Books, and historical documents, plans, and maps. The City does not concede that Murray owns to the midline of Broadway.

Murray’s use of property within the area shown on the Plans as Broadway includes the following uses northwesterly of the southeasterly sideline of the “PUBLIC 66’ WIDE R.O.W.” shown on the Plans:

- (a) A corner of Murray’s “Red’s Shoe Barn” building;
- (b) Head-in parking along the northwesterly sideline of Murray’s “Red’s Shoe Barn” building;
- (c) Parking spaces in the main (southerly) parking lot in front of the main entrance Murray’s “Red’s Shoe Barn” building;
- (d) A curbed landscaping island with plantings, northerly of Murray’s main cement block “Red’s Shoe Barn” building;
- (e) Other parking spaces and drainage pipes connected to catch basins.

The above uses by Murray, and his predecessors in title, have not impeded the City’s currently exercised viatic easement usage of Broadway for vehicle travel as established over many years. The City recognizes Murray’s vehicle parking, generally servicing the public which shops at Murray’s “Red’s Shoe Barn”, as a use consistent with the City’s rights to and over Broadway and consistent with the public good, the City’s Master Plan, and City policies to encourage downtown economic viability and vitality.

4. **Declarations.** The parties declare the terms and conditions of this agreement and exchange the easement deed and license identified below to be in their mutual benefit and in the best interest of the citizens of Dover and the general public. The City benefits by the temporary construction and work zone easements and permanent thirty (30) foot wide drainage easement to be granted by Murray to facilitate its drainage project and secure permanent property rights for said drainage improvements. The public at large will be benefitted by said improvements. The City’s license to Murray is consistent with the City’s viatic easement rights, avoids the need to resolve potentially inconsistent property rights concerning the width of Broadway, and

efficiently and expeditiously facilitates a needed City storm water drainage project without further compensation.

5. **Exchange of Deed and License.** In consideration of the parties exchange of the herein described Deed and License, and their agreement to the other terms and conditions set forth in this agreement, Murray agrees to grant to the City an Easement Deed, attached as **Exhibit A**, and the City agrees to grant to Murray the License, attached as **Exhibit B**. Notwithstanding any law to the contrary, it is the parties' specific intent that the License granted to Murray not be considered personal, but be considered a property right appurtenant to all of Murray's Property referenced in paragraph 2 above, intending to run with said land and pass by operation of law to any heirs and assigns of Murray, and to be transferable, assignable and conveyable to any purchaser of said property by deed. The above Easement and License shall be recorded at the Strafford County Registry of Deeds, together with the Drainage Easement Plan and the Parking License Plan.

6. **City Agreements.** In addition to the parties' Easement/License exchange, the City agrees:

- (a) to complete all improvements shown on the Kleinfelder Plans and other work repairs and restorations set forth below, without cost to Murray;
- (b) not to disconnect any existing drainage systems built by either the City or Murray beneath Murray's property until new systems are built and drainage flows can be transferred to said new systems;
- (c) to connect all existing storm water drains/catch basins presently existing on and/or servicing Murray's property (shown on the Kleinfelder Plans) to the new drainage systems to be built pursuant to the Kleinfelder Plans;
- (d) to restore all of Murray's disturbed property, including curbing, landscaped island, plantings (on side of traveled way, north of main store building) and parking (resurface with new asphalt and restripe all disturbed parking areas), and to reconfigure disturbed public and private parking on and/or adjacent to Murray's property as presently existing;
- (e) to indemnify and hold Murray harmless from any damage caused to him, his invitees, employees, agents and public users of his business property during the course of construction, including but not limited to building damage and any flooding damage that is caused solely by drainage flows during the new drainage construction pursuant to the Kleinfelder Plans;
- (f) to cooperate in assisting Murray to obtain temporary parking rights during the course of construction for his business clientele and employees, including but not limited to potential parking on Murray's vacant

properties across the street from Red's Shoe Barn currently identified on Tax Map 24 as parcels 27066 and 27067, including but not limited to permitting any temporary curb cuts to said parcels, allowing temporary signage to direct parking to said parcels, supporting any needed Conditional Use Permit from the Zoning Board of Adjustment if required by Central Business District zoning (including supporting waivers for any zoning required screening given the temporary nature of said parking).

7. **Murray Agreements:** In addition to the parties' Easement/License exchange, Murray agrees:

- (a) to assume responsibility for maintenance, including any future resurfacing or sealing, striping and including winter maintenance, of any parking areas facilitated by the City's **Exhibit B** license to Murray;
- (b) to indemnify and hold harmless the City from any property damage or personal injury damages sustained by third (3rd) party users of said parking spaces facilitated by the City's **Exhibit B** license to Murray;
- (c) to indemnify and hold harmless the City from any loss or interruption of business damages sustained by Murray in the conduct of his "Red's Shoe Barn" business caused by the inconveniences arising out of the City's drainage facility construction pursuant to the Kleinfelder Plans;
- (d) not to erect any additional structures or improvements northwesterly, beyond the scope of the City's **Exhibit B** license to Murray which would interfere with the City's established viatic easement.

8. **Authorizations.** The terms of this agreement and the attached Exhibit A and Exhibit B easement/license were approved by vote of the City Council on _____, 2017, which vote authorized the City Manager to sign this agreement and the license deed to Murray, and to accept the easement from Murray. Murray warrants and represents that he is bound to no agreements or loan documents prohibiting his entering into this agreement and granting the **Exhibit A** easement deed to the City.

IN WITNESS WHEREOF, the parties have executed this agreement effective
_____, 201__.

THE CITY OF DOVER

Witness

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

Witness

Patrick M. Murray



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2017.10.25 – 151**

Resolution Re: Collective Bargaining Agreement Between City of Dover
and DPEA

WHEREAS: The City of Dover and representatives of the Dover Professional Employees Association have been involved in negotiations for a collective bargaining agreement to supersede the Agreement which expired on June 30, 2017; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The Council accepts the tentative agreement and the City Manager is hereby directed to execute a three (3) year Collective Bargaining Agreement between the City of Dover and the Dover Professional Employees Association.

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 - 2017.10.25 – 151**
 Resolution Re: Collective Bargaining Agreement Between City of Dover and DPEA

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with DPEA. Discussions started on January 5, 2017 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change – DPEA (Professional Employees) Tentative Agreement Cost Summary

DPEA	Wage	Dental	Medical	Retirement	Other	Total	Wage &		Change from
FY18	Amount				Fringe	Fringe	Fringe		FY18 SQ
Estimate	1,470,293	12,918	376,576	167,319	110,295	667,108	2,137,401		35,466 1.69%
								Change from	Change from
								FY18 Estimate	FY19 SQ
FY19									
Estimate	1,510,190	13,093	394,980	171,860	113,140	693,073	2,203,263	65,862 3.08%	77,828 3.66%
								Change from	Change from
								FY19 Estimate	FY20 SQ
FY20									
Estimate	1,548,659	13,561	417,708	181,038	115,787	728,094	2,276,753	73,490 3.34%	119,892 5.56%
Totals	4,529,142	39,572	1,189,264	520,217	339,222	2,088,275	6,617,417		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2017.10.25 – 152**
Resolution Re: Adoption of All Veterans' Tax Credit

WHEREAS: The NH legislature during their 2016 session and 2017 session enacted legislation authorizing municipalities to adopt an All Veterans' Property Tax Credit; and

WHEREAS: The City Council desires to recognize all veterans' for their service and provide continued tax relief to veterans through a tax credit; and

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

The City of Dover adopts the provisions of RSA 72:28-b *All Veterans' Tax Credit*. In accordance with RSA 72:28-b the All Veterans' Tax Credit will be phased in over a 3-year period and the annual tax credit will be as follows:

April 1, 2018 (Tax Year 2018) – Tax Credit of \$167.00

April 1, 2019 (Tax Year 2019) – Tax Credit of \$333.00

April 1, 2020 (Tax Year 2020) – Tax Credit of \$500.00

Note: This resolution requires a duly advertised public hearing

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston

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

Councilor John O'Connor
Ward 1

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2017.10.25 – 152**
Resolution Re: Adoption of All Veterans' Tax Credit

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2017.10.25 – 152**

Resolution Re: Adoption of All Veterans' Tax Credit

RESOLUTION BACKGROUND MATERIAL:

In the 2016 session of the NH legislature the All Veterans' Tax Credit was enacted as RSA 72:28-b. This statutory authority allowed NH municipalities that already had the Standard and Optional Veterans' Tax Credit in effect, the authority to establish an All Veterans' Tax Credit. The All Veterans' Tax Credit is to be the same amount as the standard and optional veterans' tax credit in effect in the municipality.

In the 2017 session of the NH legislature the All Veterans' Tax Credit RSA 72:28-b was amended to acknowledge that enacting the credit may be phased in over a period of 3 years.

The All Veterans' Tax Credit to be enacted in the City of Dover is proposed to be phased in over a 3-year period. The annual tax credit would be as follows:

April 1, 2018 (Tax Year 2018) – Tax Credit of \$167.00

April 1, 2019 (Tax Year 2019) – Tax Credit of \$333.00

April 1, 2020 (Tax Year 2020 and thereafter) – Tax Credit of \$500.00

All applications for credits must be made to the Tax Assessment office in City hall by April 15th of each tax year preceding the setting of the tax rate. Attached to this resolution is a listing provided by the NH Office of Veterans Services that denotes the Forms and Documents Verifying a Veteran's Active Military Service. Applicants will be required to provide copy of discharge papers that state Honorable Discharge and dates in & out of active duty, and/or Summary of Benefits letter from the VA, and photo ID. Additional proof of service, disability, marriage, death and/or residency may be required.

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:28-b

72:28-b All Veterans' Tax Credit. –

I. A town or city may adopt or rescind the all veterans' property tax credit granted under this section by the procedure in RSA 72:27-a.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2017.10.25 – 152**

Resolution Re: Adoption of All Veterans' Tax Credit

II. The credit granted under this section shall be the same as the amount of the standard or optional veterans' tax credit in effect in the town or city under RSA 72:28. A town or city with an existing standard or optional veterans' tax credit under RSA 72:28 prior to August 18, 2016, adopting the credit under this section, may phase in the amount of the all veterans' tax credit over a 3-year period to match the standard or optional veterans' tax credit.

III. The all veterans' tax credit shall be subtracted each year from the property tax on the veteran's residential property.

IV. A person shall qualify for the all veterans' tax credit if the person is a resident of this state who served not less than 90 days on active service in the armed forces of the United States and was honorably discharged or an officer honorably separated from service; or the spouse or surviving spouse of such resident, provided that Title 10 training for active duty by a member of a national guard or reserve shall be included as service under this paragraph; provided however that the person is not eligible for and is not receiving a credit under RSA 72:28 or RSA 72:35.

Source. 2016, 217:1, eff. Aug. 8, 2016. 2017, 109:1, eff. June 8, 2017.

The City estimates that there could be an additional 545 veterans credits issued as All Veterans' Tax Credit. The table below provides the estimated tax impact for Tax Year 2018 through Tax Year 2020.

					Tax Impact
	Proposed	Additional		Estimated	Average
Tax Year	All Veterans'	Veterans	Tax Levy	Tax Rate	Single Family
	Tax Credit	Tax Credits	Impact	Impact	Home
2018	\$167.00	545	\$91,015.00	\$0.03	\$8.32
2019	\$333.00	545	\$181,485.00	\$0.06	\$16.65
2020	\$500.00	545	\$272,500.00	\$0.09	\$24.97

Forms and Documents Verifying a Veteran's Active Military Service

List provided by NH Office of Veterans Service

DD 214 from any branch of the armed forces;	NAVPERS 554 from the United States Navy;
DD 215 from any branch of the armed forces;	NAVPERS 660 from the United States Navy;
DD 217 from any branch of the armed forces;	NAVPERS 661 from the United States Navy;
DD Form 2 (Retired)	NGB Form 22 from the National Guard;
Completed DD Form 4/2 from the National Guard (<i>See note below</i>)	WD AGO 53-55 from the United States Army;
GSA Form 6954 from the National Archives;	WD AGO 53-98 from the United States Army;
NA Form 13038 from the National Archives;	WD AGO 755 from the United States Army;
NA Form 13041 from the National Archives;	Verification of Service letter from the United States Department of Veterans Affairs;
NAVCG 2510 from the United States Coast Guard;	Summary of Military Service Record from the New Hampshire Korean War Bonus application;
NAVMC 70-PD from the United States Marine Corps;	Notarized statement of service letter signed by the individual's commanding officer or administrative officer.
NAVMC 78-PD from the United States Marine Corps;	Other documents approved by the Director of the NH State Veterans Council.
NAVPERS 553 from the United States Navy;	

Current as of: August 1, 2013

The above (excerpted from HB 1372) is a list of forms and documents that are usually sufficient for verifying a veteran's active military service.

For a document to be acceptable in verifying a veteran's active military service, it must show (in addition to sufficient identification data) at least three key pieces of information:

- a date of entry into active duty,
- a date of separation or release from active duty, and
- the character of the discharge (proof of honorable discharge or separation).

Note: Form DD Form 4/2 is a reenlistment form used by all branches of service. It is actually a three part form – 4/1, 4/2 and 4/3. It may or may not show character of discharge.

Revised August 1, 2013 to reflect additions in RSA 21:50, I (b) (*Effective 7/24/2013*)

Search for this list and the qualifying medals list at:

http://www.revenue.nh.gov/munc_prop/exemptions-tax-credits/vetex_cr.htm



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2017.10.25 – 153**
Resolution Re: Amend FY2018 Fee Schedule to Create Veterans' Discount for Annual Membership Fees at City Recreation Facilities and Fee For Non-Resident Library Cards.

WHEREAS: The City Council adopted the FY2018 City Operating Budget and the associated Schedule of Fees on May 3, 2017; and

WHEREAS: The City Council desires to recognize all Stratford County veterans' for their service and provide continued relief to veterans through a reduction of certain city membership fees; and

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

The City of Dover FY2018 Schedule of Fees is hereby amend to enact a 25% discount on both the annual membership fees at City Recreation facilities and the fee for non-resident library cards.

Note: This resolution requires a duly advertised public hearing and 2/3rd vote for passage.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston

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

Councilor John O'Connor
Ward 1

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2017.10.25 – 153**
Resolution Re: Amend FY2018 Fee Schedule to Create Veterans' Discount for Annual Membership Fees at City Recreation Facilities and Fee For Non-Resident Library Cards.

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This resolution will enacted a 25% discount on the following fees as listed in the FY2018 adopted Schedule of Fees:

- McConnell Center Gym – Membership Fees
- Indoor Pool - General Admission Fees
- Thompson Pool – General Admission Fees
- Senior Center – Membership Fees
- Ice Arena – Public Skating General Admission Fees
- Public Library – Non Resident Library Card Fee

Any veteran of Strafford County presenting a document, as listed in the attached NH Office of Veterans' Services Forms and Documents Verifying a Veteran's Active Military Service, will be granted the discount on the membership and admission fees noted above. The veteran will need to present the eligible document at the respective recreation facility or public library to receive the discount.

Document Created by: Finance Department	R-2017.10.25_Amend FY2018 Fee Schedule for Veterans' Discount on Membership Fees for Recreation Facilities and Fee for Non-Resident Library Cardss
Document Posted on: October 20, 2017	Page 2 of 2

Forms and Documents Verifying a Veteran's Active Military Service

List provided by NH Office of Veterans Service

DD 214 from any branch of the armed forces;	NAVPERS 554 from the United States Navy;
DD 215 from any branch of the armed forces;	NAVPERS 660 from the United States Navy;
DD 217 from any branch of the armed forces;	NAVPERS 661 from the United States Navy;
DD Form 2 (Retired)	NGB Form 22 from the National Guard;
Completed DD Form 4/2 from the National Guard (<i>See note below</i>)	WD AGO 53-55 from the United States Army;
GSA Form 6954 from the National Archives;	WD AGO 53-98 from the United States Army;
NA Form 13038 from the National Archives;	WD AGO 755 from the United States Army;
NA Form 13041 from the National Archives;	Verification of Service letter from the United States Department of Veterans Affairs;
NAVCG 2510 from the United States Coast Guard;	Summary of Military Service Record from the New Hampshire Korean War Bonus application;
NAVMC 70-PD from the United States Marine Corps;	Notarized statement of service letter signed by the individual's commanding officer or administrative officer.
NAVMC 78-PD from the United States Marine Corps;	Other documents approved by the Director of the NH State Veterans Council.
NAVPERS 553 from the United States Navy;	

Current as of: August 1, 2013

The above (excerpted from HB 1372) is a list of forms and documents that are usually sufficient for verifying a veteran's active military service.

For a document to be acceptable in verifying a veteran's active military service, it must show (in addition to sufficient identification data) at least three key pieces of information:

- a date of entry into active duty,
- a date of separation or release from active duty, and
- the character of the discharge (proof of honorable discharge or separation).

Note: Form DD Form 4/2 is a reenlistment form used by all branches of service. It is actually a three part form – 4/1, 4/2 and 4/3. It may or may not show character of discharge.

Revised August 1, 2013 to reflect additions in RSA 21:50, I (b) (*Effective 7/24/2013*)

Search for this list and the qualifying medals list at:

http://www.revenue.nh.gov/munc_prop/exemptions-tax-credits/vetex_cr.htm



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2017.10.25 – 154**

Resolution Re: Amendment of Schedule of Fees for Orchard Street
Parking Garage

WHEREAS: Under O-2017.10.25, Chapter 166 has been amended to make specific changes to 166-16.E.(4) General Parking Restrictions regarding overnight parking for vehicles in the Orchard Street Parking Garage; and

WHEREAS: That a \$3.00 flat fee is the proposed rate for paid overnight parking in designated spaces in the Orchard Street Parking Garage; and

WHEREAS: That the Schedule of Fees be amended to reflect this additional charge.

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

That the Police Department's Schedule of Fees be amended to reflect the \$3.00 flat fee charge for overnight parking in designated spaces in the Orchard Street Parking Garage.

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.4.	
Resolution Number: R – 2017.10.25 – 154 Resolution Re: Amendment of Schedule of Fees for Orchard Street Parking Garage		

DOCUMENT HISTORY:

First Reading Date: _____ Approved Date: _____	Public Hearing Date: _____ Effective Date: _____
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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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

In accordance with a portion of O-2017.10.25 Vehicles and Traffic, regarding Section 16 General Parking Restrictions, an amendment needs to be made to the Schedule of Fees regarding the Orchard Street Parking Garage.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2017.10.25 – 155**

Resolution Re: Adoption of FY2019-FY2024 Capital Improvements Plan

WHEREAS: The Capital Improvements Program (CIP) serves as the City's long range planning document for the purchase or construction of capital assets; and

WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that

WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

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

The Proposed Capital Improvements Program for Fiscal Year 2019-2024 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised public hearing.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2017.10.25 – 155**

Resolution Re: Adoption of FY2019-FY2024 Capital Improvements Plan

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes the attached FY2019 through FY2024 Capital Improvements Program.

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

The FY2019 – FY2024 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2019-2024

All Projects

BOLD = New Project		* = Multi Category Project		Fiscal Year				Finance	
UNDERLINED = Change in Schedule		ITALIC = \$ Change							
PROJECT DESCRIPTION	2019	2020	2021	2022	2023	2024	Total	Method	
GENERAL GOVERNMENT									
Transfer to Capital Reserve - Infrastructure & Equip	870,000	870,000	870,000	870,000	870,000	870,000	5,220,000	OB	
Transfer to Capital Reserve - Cemetery	125,000	125,000	125,000	125,000	125,000	125,000	750,000	OB	
Public Transit Bus Shelters	25,000						25,000	GR	
Chapel Restoration			600,000				600,000	RF	
City Hall Boiler Replacement			120,000				120,000	RF	
Transportation Center Repairs				30,000			30,000	RF	
City Hall Structural/Safety Improvements				250,000	250,000	250,000	750,000	RF	
Cemetery Improvements						550,000	550,000	RF	
TOTAL GENERAL GOVT.	1,020,000	995,000	1,715,000	1,275,000	1,245,000	1,795,000	8,045,000		
POLICE									
Police Cruiser Replacement Program	128,250	128,250	128,250	128,250	128,250	128,250	769,500	RF	
Records Management/CAD Software Upgrade		273,281					273,281	RF	
TOTAL POLICE	128,250	401,531	128,250	128,250	128,250	128,250	1,042,781		
FIRE & RESCUE									
Ambulance Replacement	240,000		240,000		240,000		720,000	RF	
Command/Staff Vehicle Replacement	55,000				45,000		100,000	RF	
Front Line Vehicle Corosion Repair	47,500			90,000			137,500	RF	
Protective Gear	149,500						149,500	RF	
Central Station Improvements		90,000					90,000	RF	
Video Conferencing		29,000					29,000	RF	
Fire Quint/Pumper Replacement				590,000			590,000	RF	
North End Station Traffic Light Improvements						85,000	85,000	RF	
TOTAL FIRE & RESCUE	492,000	119,000	240,000	680,000	285,000	85,000	1,901,000		
COMMUNITY SERVICES - PUBLIC WORKS									
PW Heavy Equipment	200,000	300,000	300,000	300,000	300,000	300,000	1,700,000	RF	
General Streets Improvements	2,001,482	2,081,541	2,164,803	2,251,395	2,341,451	2,435,109	13,275,781	OB	
General Sidewalk Improvements	108,160	112,486	116,986	121,665	126,532	131,593	717,422	OB	
Bridge Improvements	100,000	120,000	140,000	160,000	180,000	200,000	900,000	OB	
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	200,000	950,000	OB	
Traffic Signal Upgrades/Traffic Calming	90,000	90,000	90,000	90,000	90,000	90,000	540,000	OB	
Street Reconstruction - Elm/Summer/Belknap	200,000	500,000	2,000,000				2,700,000	DF	
Street Reconstruction - Chestnut/Washington	600,000						600,000	GR/DF	
Central Falls Dam Repairs	100,000	1,000,000					1,100,000	DF	
TIP - Community Trail	400,000						400,000	GR/RF	
Congestion Mitigation Route 108		250,000		1,000,000	250,000		1,500,000	DF	
Street Reconstruction - Atlantic Avenue		1,500,000					1,500,000	DF	
Street Reconstruction - Court/Union/Middle		150,000		1,600,000		2,900,000	4,650,000	DF	
Central Ave Drainage Work*			75,000		750,000		825,000	DF	
Downtown Traffic Efficiency Improvements			750,000		1,000,000		1,750,000	DF	
Street Reconstruction Fifth/Grove Streets*			100,000		750,000		850,000	DF	
Street Reconstruction - Piscataqua Road*			500,000	500,000			1,000,000	DF	
Bridge Replacement - County Farm				200,000	50,000		250,000	DF	
TOTAL COMM SERV - PW	3,949,642	6,254,027	6,386,789	6,373,060	5,987,983	6,256,702	35,208,203		
CULTURE & RECREATION									
Transfer to Capital Reserve - Park/Playground Imprv.	112,500	112,500	112,500	112,500	112,500	112,500	675,000	OB	
Bus Replacement	60,000						60,000	RF/OB	
Indoor Pool Heating System Repairs	40,000	200,000					240,000	RF	
Park Infrastructure Replace/Maintenance		75,000	75,000	75,000	75,000	75,000	375,000	RF	
Indoor Pool Solarium			75,000			250,000	325,000	RF	
Jenny Thompson Pool Water Heating System			50,000				50,000	RF/OB	
Park Improvements - Garrison Hill Park				250,000			250,000	RF	
Arena - Foster Rink Renovations					95,000		95,000	RF	
TOTAL CULTURE & RECREATION	212,500	387,500	312,500	437,500	282,500	437,500	2,070,000		
PUBLIC LIBRARY									
Library Books and Collections	114,152	117,487	120,922	124,460	128,104	131,857	736,982	OB	
Replace Slate Roof					450,000		450,000	DF	
Furnishings						100,000	100,000	OB	
TOTAL PUBLIC LIBRARY	114,152	117,487	120,922	124,460	578,104	231,857	1,286,982		
TOTAL CITY DEPARTMENTS									
	5,916,544	8,274,545	8,903,461	9,018,270	8,506,837	8,934,309	49,553,966		

Capital Improvements Program - FY2019-2024

All Projects

BOLD = New Project			* = Multi Category Project					
UNDERLINED = Change in Schedule			ITALIC = \$ Change					
PROJECT DESCRIPTION	2019	2020	2021	2022	2023	2024	Total	Finance Method
EDUCATION								
Transfer to Capital Reserve - Curriculum	50,000	100,000	50,000	100,000	50,000	100,000	450,000	OB
Transfer to Capital Reserve - Facilities	115,000	50,000	50,000	50,000	50,000	50,000	365,000	OB
Transfer to Capital Reserve - Info. Technology	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
Transfer to Capital Reserve - Athletics	20,000	20,000	20,000	20,000	20,000	20,000	120,000	OB
Curriculum Replacement and Upgrade	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB/RF
Facilities/School Maintenance and Repairs	125,000	125,000	125,000	125,000	125,000	125,000	750,000	OB/RF
Furniture Replacement	25,000	25,000	25,000	25,000	25,000	25,000	150,000	OB
Information Technology Replacement & Upgrade	140,000	146,000	152,000	158,000	164,000	171,000	931,000	OB
Alternative School Roof Replacement	115,000						115,000	RF
Garrison Elementary School Improvements	1,200,000					5,500,000	6,700,000	DF
Comprehensive Facilities/Space Needs Study	50,000						50,000	OB
<u>Middle School - Roof Replacement</u>		525,000			500,000		1,025,000	DF
TOTAL EDUCATION	1,990,000	1,141,000	572,000	628,000	1,084,000	6,141,000	11,556,000	
TOTAL GENERAL FUND	7,906,544	9,415,545	9,475,461	9,646,270	9,590,837	15,075,309	61,109,966	
SPECIAL REVENUE FUNDS								
Building Access Control and CCTV Systems	105,000	50,000	75,000	105,000	50,000	100,000	485,000	SR
SAU Cafeteria Maintenance/Repair/Upgrade	40,000	40,000	40,000	40,000	40,000	40,000	240,000	OB
SAU Light Vehicle Replacement	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
SAU Athletic Improvements	30,000	30,000	30,000	30,000	30,000	30,000	180,000	OB
McConnell Center Trim Repairs/Painting		120,000					120,000	OB
<u>Parking Facility - Downtown</u>				8,100,000			8,100,000	DF
TOTAL SPECIAL REVENUE FUNDS	225,000	290,000	195,000	8,325,000	170,000	220,000	9,425,000	
TIF DISTRICT FUNDS								
Street/Utility Extension - Waterfront Parcel			2,000,000				2,000,000	DF
Park Improvements - Maglaras Park				1,000,000			1,000,000	DF
Street Reconstruction Henry Law Ave					1,000,000		1,000,000	DF
TOTAL TIF DISTRICT FUNDS	0	0	2,000,000	1,000,000	1,000,000	0	4,000,000	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Water Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Water Main Replacement - City Wide	100,000	125,000	150,000	150,000	150,000	150,000	825,000	RF
Water Meter Replacement	1,000,000	175,000	175,000	175,000	175,000	175,000	1,875,000	OB/RF
Water Treatment Plant & Well Equipment	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Main Replacement - Elm Street Area*	100,000		1,000,000				1,100,000	DF
Water Main Replacement - Court St area*		75,000		750,000			825,000	DF
<i>Water Main Replacement - Central Avenue - Lower*</i>			100,000		1,000,000		1,100,000	DF
<i>Water Main Replacement - Central Avenue - Upper*</i>			75,000		750,000		825,000	DF
Water Main Replacement - Fifth/Grove Streets*			125,000				125,000	RF
Water Main Replacement - Littleworth Road			100,000		1,000,000		1,100,000	DF
Water Main Replacement - Piscataqua/Drew Rds*				1,900,000			1,900,000	DF
Water Main Replacement - Urban Core						250,000	250,000	DF
TOTAL WATER FUND	2,030,000	1,205,000	2,555,000	3,805,000	3,905,000	1,405,000	14,905,000	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
Pump Station Equipment Replace-Maint.	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Sewer Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Sewer Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Sewer Main Replacements - City Wide	150,000	150,000	150,000	150,000	150,000	150,000	900,000	RF
Pump Station Upgrade - Varney Brook	2,000,000						2,000,000	DF
Pump Station Upgrade - Cochecho	150,000			1,500,000			1,650,000	DF
Pump Station Master Plan		50,000					50,000	RF
Pump Station Upgrade - River Street Force Main		150,000					150,000	RF
Sewer Jet Truck Replacement*		281,250					281,250	RF
<i>Sewer Inspection Camera</i>			50,000	50,000	50,000		150,000	OB
Sewer Main Replacements - South Central Ave			50,000		500,000		550,000	DF
Pump Station Upgrade - VFD Drive Upgrade				1,000,000			1,000,000	DF
Pump Station Upgrade - Piscataqua						150,000	150,000	OB
TOTAL SEWER FUND	3,230,000	1,561,250	1,180,000	3,630,000	1,630,000	1,230,000	12,461,250	
TOTAL OTHER FUNDS	5,260,000	2,766,250	3,735,000	7,435,000	5,535,000	2,635,000	27,366,250	
TOTAL ALL PROJECTS	13,391,544	12,471,795	15,405,461	26,406,270	16,295,837	17,930,309	101,901,216	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2017.10.25 – 156**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program – Non-Debt Financed Projects**

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 1 and to finance these improvements with transfers from Reserve Trust Funds and appropriation of existing funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL, THAT:
The following capital outlays are appropriated as part of the FY19 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Item	Description	Appropriation	Funding	Fund
1	Police Cruiser Replacement Program	\$128,250	General Fund Capital Reserve	Trust
2	Fire & Rescue Protective Gear	149,500	General Fund Capital Reserve	Trust
3	Ambulance Replacement	240,000	General Fund Capital Reserve	Trust
4	Fire Command/Staff Vehicle Replacement	55,000	General Fund Capital Reserve	Trust
5	Front Lin Vehicle Corosion Repair	47,500	General Fund Capital Reserve	Trust
6	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
7	TIP - Community Trail Improvements	80,000	Transportation Improvement Reserve	Trust
8	Recreation Bus Replacement	52,000	Park Improvements Reserve	Trust
9	Indoor Pool Heating System Repairs	240,000	Park Improvements Reserve	Trust
10	Alternative School Roof Replacement	115,000	School Facility Reserve	Trust
11	Curriculum Replacement and Upgrade	50,000	School Curriculum Reserve	Trust
12	Water Exploration	100,000	Water Fund Capital Reserve	Trust
13	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
14	Water Main Replacement - City Wide	100,000	Water Fund Capital Reserve	Trust
15	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
16	Water Meter Replacement	825,000	Water Fund Capital Reserve	Trust
17	Water Treatment Plant & Well Equipment	75,000	Water Fund Capital Reserve	Trust
18	Inflow/Infiltration Study/Mitigation	300,000	Sewer Fund Capital Reserve	Trust
19	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
20	Sewer Main Replacements - City Wide	150,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$3,087,250</u>		

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

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2017.10.25 – 156**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program – Non-Debt Financed Projects**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2017.10.25 – 156**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates reserve trust funds to finance a portion of the FY19 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2018:

Description	Proposed Appropriation	Balance 6/30/2018
Trust Reserve Funds CIP		
General Fund Capital Reserve *	\$820,250	\$391,647
Transportation Reserve **	80,000	72,967
Parks Improvements Reserve ***	292,000	168,361
School Facility Reserve	115,000	507,064
School Curriculum Reserve	50,000	100,610
Water Fund Capital Reserve	1,240,000	2,360,925
Sewer Fund Capital Reserve	490,000	615,711
Total	3,087,250	

* The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$870,000 into the reserve is proposed in the CIP FY 2019-2024 to be budgeted during FY2019 as part of the City's Operating Budget.

** The Transportation Improvement Reserve will have sufficient funds for the appropriations as income into the reserve from the Transportation Fee applied on each Motor Vehicle registrations is estimated to generate \$150,000 during FY2019.

*** The Parks Improvements Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$112,500 into the reserve is proposed in the CIP FY2019-2024 to be budgeted during FY2019 as part of the City's Operating Budget. A portion of the appropriations for the Indoor Pool Heating System Repairs will be expended in FY2020 and be funded from the transfer from the General Fund of \$112,500 into the reserve as proposed in the CIP FY2019-2024 to be budgeted during FY2020 as part of the City's Operating Budget.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2017.10.25 – 157**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program and Authorization for Bonding**

WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated with estimated useful lives in excess of the length indicated:

Item #	Description	Proposed	Life/Yrs	Department	Fund
		Appropriations			
1	Street Reconstruction - Elm/Summer/Belknap	\$ 2,700,000	20	Comm Serv - PW	General
2	Street Reconstruction - Chestnut/Washington	300,000	20	Comm Serv - PW	General
3	Central Falls Dam Repairs	1,100,000	20	Comm Serv - PW	General
4	Garrison Elementary School Improvements	1,200,000	20	Education	General
5	Water Main Replacement - Elm Street Area	1,100,000	20	CS- Water	Water
6	Pump Station Upgrade - Varney Brook	2,000,000	15	CS - Sewer	Sewer
7	Pump Station Upgrade - Cochecho	1,650,000	15	CS - Sewer	Sewer
	Total	\$10,050,000			

AND FURTHER BE IT RESOLVED THAT:

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND FURTHER BE IT RESOLVED THAT:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing eligible Sewer Fund projects provided CWSRF funding is available; and the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing the Water Fund projects provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the programs for eligible identified projects.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after public hearing.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2017.10.25 – 157**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program and Authorization for Bonding**

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

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 Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2017.10.25 – 157**
 Resolution Re: **Appropriation For FY2019 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2017 Capital Improvements Program financed by debt and authorizes the sale of bonds.

This resolution makes appropriations for projects that are scheduled to be completed over multiple years. The Finance Department requests from all departments with projects to submit cash flow requirements for projects. These cash flow projections are completed to determine the amount by project for the coming bond issuance. Those projects that are not financed or are only partially financed remain as authorized unissued debt and bonded (financed) when the cash need arises.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired: The Net Sewer reflects the amount retired by user fees (total debt retirement less State aid for principal).

Description	City	School	Water	Sewer	Waterfront TIF	Total
FY2019 Authorization	4,100,000	1,200,000	1,100,000	3,650,000	0	10,050,000
FY2019 Retirement	3,832,184	1,891,205	966,079	1,411,685	300,000	2,677,764
Net Change	267,816	(691,205)	133,921	2,238,315	(300,000)	7,372,236

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2017 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	32,784,292	88,441,956	9,254,302	0	0	35,056,749	165,537,299
Authorized - Unissued	19,456,494	6,900,000	32,000,000	2,450,000	0	10,121,336	70,927,830
Total Issued & Unissued	52,240,786	95,341,956	41,254,302	2,450,000	0	45,178,085	236,465,129
This Authorization	4,100,000	1,200,000	1,100,000	0	0	3,650,000	10,050,000
Grand Total	56,340,786	96,541,956	42,354,302	2,450,000	0	48,828,085	246,515,129
Legal Debt Limit	97,586,960	227,702,907	325,289,868	4,000,000	NA	NA	
Unused Capacity	41,246,174	131,160,951	282,935,566	1,550,000			
Percent Unused	42.3%	57.6%	87.0%	38.8%			

Notes: Legal debt limits are based on a percent of equalized assessed value. City 3%, School 7%, Water 10%.

DBIDA limits are set by special legislation.

IP = Industrial Park projects

IB = Industrial Building projects

Exempt includes Sewer, Special Revenue Funds, TIF District, and Tolend Road Landfill debt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2017.10.25 – 157**
Resolution Re: **Appropriation For FY2019 Capital Improvements
Program and Authorization for Bonding**

Multi-Year Projects Proposed Bonding Schedule

The following table summarizes the bonding schedule for the proposed debt authorizations. This table shows that for multi-year projects the issuance of bonds will be done based on cash flow requirements per the projects' proposed segments as presented in the Capital Improvements Program.

Item #	Description	Proposed				
		Appropriations	FY2019	FY2020	FY2021	FY2022
1	Street Reconstruction - Elm/Summer/Belknap	2,700,000	200,000	500,000	2,000,000	
2	Central Falls Dam Repairs	1,100,000	100,000	1,000,000		
3	Water Main Replacement - Elm Street Area	1,100,000	100,000		1,000,000	
4	Pump Station Upgrade - Cochecho	1,650,000	150,000			1,500,000
	Total	6,550,000	550,000	1,500,000	3,000,000	1,500,000

Financial Policy Considerations

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

- A. Water Fund debt shall not exceed 5% of the State of NH legal limit.
- B. Water Fund debt service for any given fiscal year shall not exceed 40% of the total appropriations for the fund.

Water Fund debt will exceed the 5% policy limit in FY2019 and continue through FY2024 as a result of the funding appropriated for Water System Facilities Upgrade in the FY17 CIP and FY18 CIP. The Water Fund debt service as a percentage of budget is projected to exceed the 40% policy level in FY2019 and continue through FY2024. This is the result of the funding appropriated for Water System Facilities Upgrade.

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to the projects proposed to be bonded in FY19. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2017.10.25 – 157**
 Resolution Re: **Appropriation For FY2019 Capital Improvements Program and Authorization for Bonding**

CIP Only					CIP Only				
Net Change in Property Tax Rates					Net Change in Utility Rates				
		2019	2020	2021			2019	2020	2021
City		0.00	0.05	0.15	Water		0.00	0.01	0.05
School		0.01	0.04	0.05	Sewer		0.06	0.30	0.29
Total Change		0.01	0.09	0.20	Total Change		0.06	0.31	0.34
Est Tax Rate		27.64	27.73	27.93	Est Utility Rate		13.56	13.87	14.21
% Change City		0.00%	0.48%	1.42%	% Change Water		0.00%	0.20%	1.00%
% Change School		0.09%	0.34%	0.43%	% Change Sewer		0.70%	3.50%	3.29%
% Change Total		0.04%	0.33%	0.72%	% Change Total		0.44%	2.29%	2.46%
Including Prior Year Authorizations					Including Prior Year Authorizations				
Net Change in Property Tax Rates					Net Change in Utility Rates				
		2019	2020	2021			2019	2020	2021
City		0.28	0.22	(0.06)	Water		1.01	1.24	(0.05)
School		0.03	0.18	0.01	Sewer		0.24	0.32	(0.13)
Total Change		0.31	0.40	(0.05)	Total Change		1.25	1.56	(0.18)
Est Tax Rate		27.94	28.34	28.29	Est Utility Rate		14.11	15.67	15.49
% Change City		2.66%	2.04%	-0.56%	% Change Water		20.28%	20.70%	-0.80%
% Change School		0.26%	1.54%	0.08%	% Change Sewer		2.82%	3.65%	-1.47%
% Change Total		1.12%	1.43%	-0.18%	% Change Total		9.26%	10.58%	-1.20%
Rate per \$1,000 of Assessed Value					Rate per 100 Cubic Feet of Water Consumption				

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY17 estimated assessed value at \$277,479 with 75 HCF of average water usage.

Impact to Average Single Family Home				
				Change
				After
Description	Yr1	Yr2	Yr3	3 Years
CIP Only				
Property Tax	3	25	55	83
Water Fees	-	1	4	5
Sewer Fees	5	23	26	53
Total Avg SFH Impact	7	49	85	141
Including PY Authorizations				
Property Tax	86	111	(14)	183
Water Fees	76	93	(4)	165
Sewer Fees	18	117	(14)	122
Total Avg SFH Impact	180	321	(31)	470



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2017.10.25 – 010
Ordinance Title: Vehicles and Traffic
Chapter: 166
Sections: 16, 37

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to make specific changes to Sections 166-16 and 166-37.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” Section 166-16.E.(4) General Parking Restrictions is hereby amended follows:

166-16. General Parking Restrictions.

E. Restricted Parking. [Added 10-02-96 by Ord. No. 13-96; Amended 05-25-2016 by Ord. No. 2016.05.11-007; Amended 04-12-2017 by Ord. No. 2017.03.22-004]

(4) Orchard Street Parking Garage: Between the hours of 2:00 A.M.to 6:00 A.M., no persons shall park a Vehicle in the Orchard Street Parking Garage unless it is properly displaying a valid permit or has obtained an overnight parking receipt for a designated space from a Parking Meter.

3. AMENDMENT

The Index heading for Chapter 166-37 Hours of Operation and Rates is amended as follows:

166-37. Hours of Operation and Rates.

4. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” Section 166-37 Hours of Operation and Rates is hereby amended by making revisions to Paragraph A as follows:

166-37. Hours of Operation and Rates. [Amended on 01-13-88 by Ord. No. 34-87; Amended 04-12-2017 by Ord. No. 2017.03.22-004]

A. Paid parking ~~Parking Meters~~ shall be ~~in operation~~ required daily between the hours of 9:00 a.m. and 7:00 p.m., except on Saturdays, Sundays and legal holidays with the exception of: ~~the Henry Law Recreation Parking Lot, which shall be in operation daily between the hours of 9:00 a.m. and 5:00 p.m., except on Saturdays, Sundays and legal holidays~~

(1) the Henry Law Recreation Parking Lot, where paid parking from a Parking Meter shall be required daily between the hours of 9:00 a.m. and 5:00 p.m., except on Saturdays, Sundays and legal holidays; and



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2017.10.25 – 010
Ordinance Title: Vehicles and Traffic
Chapter: 166
Sections: 16, 37

(2) The Orchard Street Parking Garage where paid parking shall be required daily between the hours of 9:00 a.m. and 7:00 p.m., except on Saturdays, Sundays and legal holidays and where paid parking shall be required daily between the hours of 2:00 a.m. and 6:00 a.m.

5. TAKES EFFECT

This ordinance shall take effect following 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:	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 - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2017.10.25 – 010
Ordinance Title: Vehicles and Traffic
Chapter: 166
Sections: 16, 37

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		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

166-16 General Parking Restrictions and 166-37 Hours of Operation and Rates are being amended to add an overnight parking option.