CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, June 23, 2021**
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. **FISCAL YEAR 2021 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS**
   (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
   SPONSORED BY MAYOR CARRIER BY REQUEST

   B. **AUTHORIZATION TO ACCEPT AND EXPEND THE AMERICAN RESCUE PLAN ACT GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
   SPONSORED BY MAYOR CARRIER BY REQUEST
8. **CITIZEN'S FORUM**

   Taxpayers, Business owners, and Residents 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. **June 9, 2021 – Regular Meeting**
11. **MAYOR'S REPORT**
12. **UNFINISHED BUSINESS**
    A. **ORDINANCES IN THE 2nd READING**
    B. **ORDINANCES IN THE 3RD READING**
    C. **RESOLUTIONS**

       1. **REPROGRAM UNEXPENDED BOND PROCEEDS FROM VARIOUS WATER FUND CAPITAL IMPROVEMENT PROJECTS (CIP) TO UPPER CENTRAL AVENUE WATER MAIN REPLACEMENT CIP PROJECT.**
       (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
       SPONSORED BY MAYOR CARRIER BY REQUEST

2. **FISCAL YEAR 2021 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
   SPONSORED BY MAYOR CARRIER BY REQUEST

3. **AUTHORIZATION TO ACCEPT AND EXPEND THE AMERICAN RESCUE PLAN ACT GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
   SPONSORED BY MAYOR CARRIER BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **B12040 CONTINUATION OF EXISTING AGREEMENT FOR MISCELLANEOUS WORK BOOTS & FOOTWEAR WITH RED'S SHOE BARN**
   SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B20075 BITUMINOUS CONCRETE ASPHALT PICKED UP - CONTRACT EXTENSION**
   SPONSORED BY MAYOR CARRIER BY REQUEST
3. **MARKETING AND PURCHASING AGREEMENT WITH PEPSI BEVERAGE COMPANY**
   SPONSORED BY MAYOR CARRIER BY REQUEST
4. **B21076 CRACK SEALING SERVICES**
   SPONSORED BY MAYOR CARRIER BY REQUEST
5. **B21087 COCHECO STREET SIDEWALK FENCE**
   SPONSORED BY MAYOR CARRIER BY REQUEST
6. **PURCHASE OF ZOLL ZVENT PORTABLE VENTILATORS - SOLE SOURCE PURCHASE**
   SPONSORED BY MAYOR CARRIER BY REQUEST
7. **DOG WARRANT FOR UNLICENSED DOGS**
   SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

1. School Board
2. Planning Board
3. Appointments Committee
4. Arena Commission
5. Arts Commission
6. Conservation Commission
7. Downtown TIF Advisory Board
8. Energy Commission
9. Heritage Commission
10. **Legislative Liaison**
11. **Library Board of Trustees**
12. **McConnell Center Advisory Committee**
13. **Ordinance Committee**
14. **Parking Commission**
15. **Pool Advisory Committee**
16. **Racial Equity and Inclusion Ad-Hoc Committee**
17. **Recreation Advisory Board**
18. **Solid Waste Advisory Commission**
19. Stormwater and Flood Resilience Funding Ad-Hoc Committee
20. Transportation Advisory Commission
21. Waterfront TIF Advisory Board
22. City Council / School Board Collaborative Committee
23. Joint Building Committee – Dover High School and Regional Career Technical Center
24. COAST
25. Cocheco Waterfront Development Advisory Committee
26. Dover Main Street
27. Strafford Regional Planning Commission

B. RESOLUTIONS

1. **B14074 CENTRAL AVENUE URBAN CORE (PHASE I) WATER TRANSMISSION PROJECT, ADDITIONAL SCOPE OF WORK NO. 17, UNDERWOOD ENGINEERS, INC.**
   SPONSORED BY MAYOR CARRIER BY REQUEST

2. **B21010 PURCHASE OF A NEW CARGO MOUNTED VEHICLE SEWER INSPECTION CAMERA SYSTEM**
   SPONSORED BY MAYOR CARRIER BY REQUEST

3. **B21066 STARK AVENUE AND DOWNTOWN AREA SEWER REHABILITATION PROJECT - PHASE B**
   SPONSORED BY MAYOR CARRIER BY REQUEST

4. **B21067 CENTRAL AVENUE NORTH WATER IMPROVEMENTS**
   SPONSORED BY MAYOR CARRIER BY REQUEST

5. **B21069 CONSULTING DESIGN SERVICES FOR COURT AND UNION STREETS RECONSTRUCTION PROJECT**
   SPONSORED BY MAYOR CARRIER BY REQUEST

6. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND AFSCME**
   SPONSORED BY MAYOR CARRIER BY REQUEST

7. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DPEA**
   SPONSORED BY MAYOR CARRIER BY REQUEST

8. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DPA**
   SPONSORED BY MAYOR CARRIER BY REQUEST

9. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND IAFF LOCAL #2909 (DPFOA)**
   SPONSORED BY MAYOR CARRIER BY REQUEST

10. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND IAFF LOCAL #1312 (DPFFA)**
    SPONSORED BY MAYOR CARRIER BY REQUEST

11. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DPAA II**
    SPONSORED BY MAYOR CARRIER BY REQUEST

12. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DMEA**
SPONSORED BY MAYOR CARRIER BY REQUEST

13. **AMENDMENT OF FY2022 SCHEDULE OF FEES TO ADD CHESTNUT STREET BRIDGE MONTHLY PERMIT PARKING FEE**
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
(TO BE REFERRED TO PUBLIC HEARING ON JULY 14, 2021.)
SPONSORED BY MAYOR CARRIER BY REQUEST

14. **APPROVAL OF ONE ADDITIONAL PROPOSED AMENDMENT TO CITY CHARTER AND AUTHORIZATION TO SUBMIT FIRST ADDENDUM TO FINAL REPORT TO THE NEW HAMPSHIRE SECRETARY OF STATE, ATTORNEY GENERAL, AND COMMISSIONER OF THE DEPARTMENT OF REVENUE ADMINISTRATION**
(TO BE REFERRED TO PUBLIC HEARING ON JULY 14, 2021.)
SPONSORED BY MAYOR CARRIER BY REQUEST

15. **APPROVAL OF CABLE FRANCHISE AGREEMENT WITH ATLANTIC BROADBAND (NH-ME), LLC**
(TO BE REFERRED TO A PUBLIC HEARING JULY 14, 2021, WITH CITY COUNCIL VOTE TO OCCUR ON JULY 28, 2021.)
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

1. **CHAPTER 141 – VEHICLES AND TRAFFIC, SECTIONS 30, 48, and 52**
(TO BE REFERRED TO A PUBLIC HEARING JULY 14, 2021
SPONSORED BY MAYOR CARRIER BY REQUEST

14. COUNCIL CORRESPONDENCE

A. Letter from xfinity dated June 7, 2021.

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN

City Manager's Report

June 23, 2021

Reporting on: May 2021

J. Michael Joyal, Jr.

City Manager

Report Highlights

Section 1: Customer Focused Outcomes

Ensure overall municipal service delivery remains responsive to needs of community and that response time to citizen concerns is reasonable.

Section 2: Product & Process Outcomes

Ensure overall municipal services meet and/or exceed the highest industry standards given the resources available.

Section 3: Leadership & Governance Outcomes

Effectively continue to communicate with the community at large through various means and support citizen engagement in local governance and community forums, and provide leadership in the implementation of the City's Master Plan.

Section 4: Financial & Benchmark Outcomes

Maintain and strengthen financial stability of municipality to include reporting on any financial concerns and addressing them as they may arise during the course of the fiscal year.

Section 5: Workforce-Focused Outcomes

Continue to recruit, retain and support training of employees and volunteers necessary to fulfill service delivery needs of community.

COMMON ABBREVIATIONS

ACO	Animal Control Officer
CREU	Community Response & Enforcement Unit
DPL	Dover Public Library
F&G	Facilities & Grounds
HSRO	High School Resource Officer
MSRO	Middle School Resource Officer
WFRO	Whittier Falls Resource Officer
POP	Problem Oriented Policing
SIB	Special Investigations Bureau
SCRTOU	Strafford County Regional Tactical Operations Unit
Y2Y	Youth to Youth

City of Dover's Municipal Leadership Team

Michael Joyal
City Manager

Gary Bannon
Recreation Director

David Balian
Public Welfare Director

Daniel Barufaldi
Economic Development Director

William Breault
Police Chief

Susan Daudelin
Human Resources Director

Annie Dove
Information Technology Director

Michael Gillis
Media Services Director

Paul Haas
Fire Chief, EOC Director

Denise LaFrance
Public Library Director

Daniel Lynch
Finance Director

Christopher Parker
Assistant City Manager, Planning Director

John Storer
Community Services Director

Joshua Wyatt
City Attorney

1. Customer Focused Outcomes

"ENSURE OVERALL MUNICIPAL SERVICE DELIVERY REMAINS RESPONSIVE TO NEEDS OF COMMUNITY AND THAT RESPONSE TIME TO CITIZEN CONCERNS IS REASONABLE."

During the month of May, the Highway Division continued to fill potholes throughout the City. Street sweeping has been ongoing. Roads slated for restriping are typically completed first, followed by the downtown area, then all remaining city streets. The city streets scheduled to be restriped have all been swept. Crews will return to re-sweep any trouble spots as needed. Large pieces of debris were removed from the sidewalks and roadways prior to sweeping.

Crews are continuing to work on repairs of mailboxes and lawns damaged during winter plowing operations. Several deceased animals were picked up along the roadways, as observed or reported, throughout the month.

City crews continued to work in the pit, located behind the Public Works building, prepping materials for upcoming road projects. Employees mixed gravels and screened sand so that it would be ready. Street sweeping, brush cutting and brush chipping operations are ongoing.

In preparation of paving, crews cut and patched various areas on Long Hill Road.

The Heavy Equipment Operators dug a trench for the installation of electrical wires at the new F&G building.

Crews cleaned and paved a new sidewalk at the North End Fire Department.

The block structures holding the frame of the catch basins had crumbled and needed to be replaced on Central Avenue at Broadway.

Water Production: For the month of May, the City's water system has steadily been generating 2.1 to 2.2 million gallons per day. The new Willand Pond wells, the Smith and Cummings wells, Bouchard well and Calderwood well are all on line while the Hughes well is on standby mode. Ireland and DPH-1 wells continue to be off line due to the PFAS levels. Campbell Well is still off line. The well has been cleaned and is in the process of being reassembled so that it can be tested before returning to service which should be in June.

Booster Pump for Community Garden

Water Distribution: The Utilities Division experienced one water main break. It was located at Chapel and Main St. Crews responded and found that the fire line had broke and was starting to flood out the building. Crews had shut off the water main to prevent further damage and repaired the fire line so that fire protection and domestic water could be restored to the residents who were affected. The crews also worked with a contractor to tie in

the new water main that was run on Horne St between Hough and Ash streets. The crews also worked to restore water to Garrison Hill. Crews on this project worked with members from the Community Garden to replace a pump that is used to boost water pressure to some spigots that will allow the garden to be watered. The contractor working on the water main for Washington and Main Street discovered more wooden water mains, while they continue the work of replacing the circa 1880's cast iron main.

Crews working to repair fire line on Chapel & Main.

Work orders that where completed for water distribution, meters and wells are a total of 144 for May with 23 service requests.

Sewer Pump Stations and Collection: Pump stations crews continued to work with the new upgrades to the Varney Brook Pump Station which came off bypass and is running on the newly installed pumps. 2 sewer backups occurred for May. Crews kept busy with 71 work orders and 7 service requests.

New pumps at Varney Brook Pump Station

Facilities & Grounds	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	March 2021	April 2021	May 2021
Burials Handled-Ash	8	5	0	0	1	0	2	6
Burials Handled-Full	4	1	4	5	3	4	1	1
Service Calls	72	80	68	62	62	107	103	100
Work Orders	157	113	99	94	99	170	203	175

Spring clean-up continued in the cemetery and mowing commenced daily in order to prepare for Memorial Day observance on May 31st. Some trees were skirted to allow for the mowers to pass beneath during maintenance operations. Facilities, Grounds and Cemeteries employees, as well as several Public Works employees, assisted with the cemetery mowing in the week before the holiday and efforts were appreciated. They did a great job and the cemetery looked wonderfully cared for,

on both the Memorial Day observance date and the traditional Memorial Day, at the end of the month.

Facilities & Grounds responded to fifty-eight work orders including three related to removing or covering up graffiti. Several requests to deliver multiple loads of mulch were addressed. Locations included the Orchard Street Riverwalk, Rotary Park, the Waste Water Treatment Plant and the Alden Woods playground. Gravel was delivered to the Bellamy Park area for volunteers to spread to fill in pot holes.

Preparations for Dover Pride Clean Up Day included delivering mulch or loam to various locations. This year was a smaller event, still in part to COVID issues. Employees also picked up left over mulch and gathered debris after the event. Volunteers who care for the Joe B Parks Garden worked with City employees to clean up underneath the Memorial Bridge on Chestnut Street, an area frequently tagged with graffiti, as are the trash cans and benches on the Orchard Street Riverwalk. These areas were repainted.

Graffiti continues to be an issue on traffic signal boxes, signage around the City, park picnic tables and the Garrison Hill Tower. The Silver Street tunnel received attention in covering up graffiti, as did the kiosk at the Community Trail head. The area behind the Rotary Pavilion Stage was cleaned, graffiti addressed, the locks on the gates were recemented to secure the area.

Seventeen whiskey barrels were put out in the lower square area. The barrels had been dropped off at Wentworth Greenhouses earlier in the month, and then filled by employees with donated flowers by Wentworth Greenhouses. We appreciate the flowers donated every spring by Wentworth Greenhouses, including the flowers planted in the horse trough monument in the Upper Square.

Hundreds of tulip bulbs were removed from the flag pole island and red white and blue petunias were put in place. Flowers were also planted in Pine Hill Cemetery at the Veteran's Circle flag pole bed, around the columbarium and the two urns located in the cemetery by Karen Bowker, who works in the cemetery office. Memorial baskets were put out and flowers were delivered to the South End Fire Station for planting at that location.

Water for irrigation systems were turned on to mark the sprinkler heads for aeration, but not for watering. There is a temporary service at Rotary Park, due to the water main replacement project ongoing in the Washington Street and Henry Law Avenue area. In light of the potential shortage of water, the City fields have not been using the irrigation systems.

The tennis courts at Long Hill Park were cleaned and nets put up after the fence repairs were completed by GC/AAA Fence. A tree had fallen and taken the fence down last month. At Adventure Park, water was turned on to the spigots, but not the water features in the park.

Work continued at the Jenny Thompson Outdoor Pool, getting it ready for opening. Sand filters are serviced, the pool is drained and the walls are cleaned, areas that need patching inside the pool itself are addressed, and the drain grates are installed. The pool is then filled, chemical systems and filters are checked for operation and if all is well, the pool is ready for use by the swimming clubs and the public. A CO2 pump was replaced at the Indoor Pool.

Eight requests regarding tree or vegetation issues were addressed. Limbs or downed trees were removed, several trees were pruned by City employees. A very large, very old maple tree was removed from Richmond Street, it had been in decline for years, as are many trees in that area. Overgrown bushes obscure site distances at intersections and can be problematic.

Seven traffic signal complaints were received. Two green signal lenses were replaced on Central Ave and a set of pedestrian signals was straightened to face the correct direction. Two other complaints involving sequence issues were investigated at Durham Road and Back River Road; Electric Light Company is working to straighten this out.

Outside mowing commenced fully in area parks, playgrounds, athletic fields and at sixty-five public turf areas around the City. Pine Hill Cemetery has approximately seventy-five acres that are mowed and string trimmed on a regular basis, as well. Mower maintenance is ongoing and necessary, as the machines have been heavily used over these weeks.

The historical markers were reinstalled for the season in the downtown area. Items were moved to storage at Public Works, including dozens of bikes for the auction. Soccer fields were lined four times and the Woodman Park ball field was lined for multiple games.

The Way Finding sign project was completed and attic stock was delivered for storage at the Facilities, Grounds & Cemeteries building. Adopt a Spot signs that had been removed during this process were reinstalled in the specified locations. Other sign work was addressed through seventeen work order requests. A missing stop sign was replaced, a sign post was replaced and four parking sign issues were addressed.

Forty-five other work orders were addressed pertaining to buildings. New flags replaced worn flags at municipal buildings and other locations in the urban core. The City flag on top of the mini Garrison Tower in Adventure Park was replaced as well. The spring in the exit door of the Public Works facility was replaced which has been a long process as the springs took weeks to come in after being ordered. Lock issues and various door issues were addressed at the McConnell Center, Varney brook Pump Station and City Hall. Air filters were changed at Public Works and water filters were changed at City Hall. Toilet issues were addressed at the Library, City Hall and the Transportation Station.

Elevator inspections and monthly fire extinguisher inspections were conducted in municipal buildings. Seven deliveries were made, three work orders involved moving items from one location to another and three keys were issued.

Boilers were turned off for the season towards the end of May, later than usual due to continued overnight temperatures in the 30's well into the month. Eleven work orders for HVAC preventive maintenance were generated and work was conducted by both City employees and Siemens technicians. In addition to preventive maintenance work, there were 4 work orders addressing specific issues requiring repair or attention.

Flags were also lowered for Peace Officers Memorial Day on May 15th, when we pause to remember all those who have lost their lives or suffered permanent disabilities while defending their communities and the rule of law.

Flags were lowered May 27th in remembrance of those killed in a work place violence situation in California.

Flags were lowered to half-staff for Memorial Day, on behalf of a grateful nation, in honor of those who served but did not return to their homes.

Dover Police Department Patrol Division	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021
Calls for Service	1,458	1,373	1,501	1,358	1,301	1,598	1,500	1,649
Traffic Stops	565	901	1,171	1.378	974	972	692	690
Non-Enforcement Contacts	220	226	237	250	226	250	221	238
Incidents Handled	2,243	2,500	2,908	2,986	2,501	2,820	2,413	2,577

Supplemental Field Operations Activity:

- Conducted checks of the Community Trail.
- Conducted daily checks of the Transportation Center.
- Conducted daily checks of City parks.
- Conducted daily checks of the parking garage as a result of concerns of vagrancy and criminal mischief.
- Conduct daily checks of the McConnell Center / Library parking area.
- Conducted frequent checks of areas known to be inhabited by the local homeless population.

The following is a general description of the Police Priority Response System.

PRIORITY 1: IMMEDIATE RESPONSE: Crimes "in progress"; injury accidents; alarms.

PRIORITY 2: RAPID RESPONSE: Crimes or incidents that are not "in-progress" but require quick response to preserve evidence, locate witnesses or provide for public safety; to include suspicious activity and domestic disturbances.

PRIORITY 3: TIMELY RESPONSE: Disturbances; noise violations; welfare checks; motor vehicle disturbances; minor collisions.

PRIORITY 4: AS OFFICERS BECOME AVAILABLE: Non-criminal related activity; crimes reported well after they have been committed; message delivery; tow request; littering; fingerprints; assistance; abandoned vehicles.

PRIORITY 5: MOTOR VEHICLE STOPS.

May 2021

Priority 1:	**164**
Priority 2:	**147**
Priority 3:	**643**
Priority 4:	**695**
Priority 5:	**928**

Each month, Captain Gould reviews all of the Priority 1 calls received and determines which involved police emergencies to determine how many had a police response time that was 6 minutes or fewer. During the month of May 2021, the Dover Police Department responded to 29 emergency incidents and arrived on scene in fewer than six minutes to 83% of those calls (29 calls, 5 in six minutes or more).

Dispatch Communications

	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021
Radio Transmissions	11,361	12,089	12,911	12,806	11,166	13,716	12,943	14,089
Phone Calls	6.996	6,636	6,788	7,304	6,219	7,551	7,770	8,025
911 Calls Received	366	375	407	405	336	439	438	442
Lobby Customers	204	181	132	141	145	204	190	212
Police Alarms Received	77	89	101	78	76	96	77	68
Police Alarms Cancelled	11	13	11	18	20	17	14	14
Fire & Medical Alarms	60	63	60	73	70	71	63	68
Other Alarms	2	1	4	2	0	3	1	5

The Accident Reconstruction Team was not called out during the month of May, however members of the team assisted patrol with the investigation of a fatal accident involving a motorcyclist at the intersection of Washington Street and Chestnut Street on May 2, 2021 and a crash involving a car and a commercial dump truck on Gulf Road that occurred on May 13, 2021.

The Animal Control Officer was not present during the month of May, however the police department responded to 80 animal complaints this month. These calls were handled by patrol officers,

The K-9 Unit trains on a daily basis and attends formal training on Mondays at the New Hampshire Police K-9 Academy, which is located at the Sig Sauer grounds in Epping NH, or at other designated areas in New England for a minimum of 20 hours a month. Currently K9 Barco holds a USPCA PDI and PDII certification. Additionally, on 05/11 and 05/25, as members of the Strafford County Regional Tactical Operations Unit (SCRTOU) Officer Brown and K9 Barco attended the two monthly trainings. The focus of the training was building tactics, firearms and night time building searches involving K9 and night vision capabilities.

On 05/22, Officer Brown and K9 Barco responded for a missing male with disabilities in the area of Dover Point Road. Prior to their arrival, the male was located uninjured and their response was cancelled.

Lieutenant Mark Collopy serves as the police representative for the review of events such as block parties, road races and parades. In the course of May he has reviewed several permit applications. Listed below are a number of key events:

- Woodman Museum Memorial Day Ceremony (May 31st)
- Saint Mary's Academy 5k (June 5th)
- Hot Rod City Block Party Event (June 12th)
- NH Soap Box Derby (June 13th)
- Cocheco Arts Festival (Weekly-Summer 2021)
- First Parish Church 5k/Half-Marathon (September 4th)
- WDH Seacoast Cancer 5k Fundraiser (September 13th)
- Dover Chamber Apple Harvest Day Festival (October 2nd)
- Pope Memorial Howloween Block Party Event (October 9th)

Licensing Board Actions
May 2021

Taxi Cab Licenses	0
Taxi Cab Owner's Licenses	0
Notifications to City Hall	2
Raffle Permits	3
Tagging Permits	0
Block Party Permits	2
Parade Permits	2
Road Toll Permits	0

The Parking Bureau continues to provide significant support for the downtown water main replacement project. Numerous locations were posted for No Parking throughout the month and permit holders relocated.

Parking Manager Bill Simons proposed to the Parking Commission the opening of parking spaces on the Chestnut Street Bridge to address the added parking needs in the First Street area. The closing of the lot behind Oriental Delight and opening of 200 First Street has added to the demand. The Parking Commission supported the proposal and recommended it start out as permit parking only. After an evaluation period, metered parking options will be considered. The spaces will be longer than standard to reduce the incidents of vehicles backing into spaces and slowing down traffic flow. This will result in an additional 15 to 17 spaces being added to the parking inventory.

Area of proposed parking spots on the Chestnut Street Bridge

Demand for parking permits remains strong as the number of downtown residential units grow. At the same time, more employees are working from their downtown homes. Several of the business permit parking zones downtown are already experiencing "sold out" designations. (Henry Law Avenue, First Street, Second Street, Central Fire Station Lot, Third Street Lot, Fourth Street Lot, and

Chapel Street). Sales of permits are regulated by the Parking Bureau to meet the balance of metered parking users and all day permit holder users.

Below is a summary of Emergency Medical transports, listed by the receiving facility that the patient was transported to by Dover Fire & Rescue:

Facility	May # of individuals
Wentworth Douglass Hospital	223
Dover ER	21
Non Transports/Sign offs/Refusal of Care	96
Frisbie Memorial Hospital	1
Portsmouth Regional Hospital	9
Mass General Hospital (MA)	0
Brigham and Woman's Hospital (MA)	0
Boston Children's Hospital (MA)	0
Maine Medical (ME)	0
York Hospital (ME)	0
Exeter Hospital	0
Total:	350

Inspection Services in April had a total count of 609 inspections conducted and 80 permits issued. Here is the Inspection Services activity breakdown for April:

Inspections & Permits	
Life Safety Inspections	58
Business Inspections	06
Sprinkler / Alarm Inspections	86
Building Inspections	173
Electrical Inspections	92
Plumbing / Mechanical Inspections	97
Blasting Inspections	00
Health Inspections	74
School / Daycare Inspections	21
Oil Burner Inspections	02
Woodstove / Fireplace Inspections	00
Building Permits	64
Blasting Permits	00
Certificate of Occupancy Permits	16

May saw Fire & Rescue responding to 523 calls for service, an average of over 16 calls per 24-hour period in each day of the month. Through the National Fire Incident Management Reporting System, these calls are generally broken down into Fires, Medical Emergencies, Hazardous Conditions (gas leaks; power lines down; etc), False Calls (good intent) and Non-Emergent requests. In the current COVID-19 pandemic, Dover Fire has reduced its' personnel exposure through a reduced amount of non-emergency service calls.

Simultaneous calls – these are emergency calls that occur in an overlapping timeframe. If crews are committed on one emergency call, and another call comes in before the first one has been mitigated, it can create a situation where resources become limited, and crews need to respond to an incident outside of their response district, thus lengthening response times. With the exception of multi-company incidents such as a structure fire, Dover Fire staffing generally allows for 2 calls to be handled simultaneously without reduction in our service delivery. 3 calls can generally be handled, depending on the number of crews that are committed to each call, and the location of the simultaneous calls.

In the month of May, there were 166 times when 2 calls were going on simultaneously, and 71 times when 3 or more calls were going on at the same time.

In addition to the number of emergency and other assistance calls handled by the shift in the course of the month, the Chief Officers provide Command Coverage, 24/7 throughout the year. This Command Coverage ensures that a Chief Officer will be available to assume responsibilities "outside the building" during a fire or other major emergency, while emergency crews are committed inside the building. The Command responsibilities include maintaining accountability of all personnel on scene, maintaining situational awareness of the development of the situation from an exterior vantage point, managing on scene and additional resources as needed to mitigate the emergency, and providing for an overall additional layer of safety and awareness. While performing as an Incident Commander, the Chief Officer is also responsible to assure city-wide emergency services are maintained through the coordination of recalling off-duty personnel and utilizing mutual aid fire and EMS agencies. During "regular" working hours, there is always a Chief Officer(s) available to respond with the duty shift to emergencies that typically warrant this additional layer of supervision. In addition to calls during the regular weekday, at least one Chief Officer is always available to respond from home or from within the City at the time the alarm is received.

In the month of May, a Chief Officer was summoned to respond with the duty shift to 21 emergency calls. 12 of these calls occurred either after regular business hours or on the weekend.

Crews work on the front side of the building, where the fire originated.

Mother's Day (May 9) was a busy day for Fire and Rescue. Around noon, Ladder 3 responded mutual aid to Somersworth for a fire in a large multi-unit residential building. Dover's crew provided access to the second floor (the access stairs had burned away) and completed extinguishment and overhaul in the second floor of one unit.

Dover's Ladder 3 provided access to the second floor on the back side of the building, as well as hose-lines used for extinguishment on that floor.

Later that same day, Engine 2 was called out to the area of the Tolend Road landfill to investigate a report of smoke in the area. Multiple crews searched for over an hour, in areas not easily accessible by any vehicles. Crews from Madbury and Barrington were investigating similar reports in the general area, in their communities.

Ultimately, the crew from Engine 2 discovered the leading edge of what would turn out to be a 16 acre woods well off the road in the area of the Tolend Landfill. Lt Matt Adams, who came to Dover with experience in wildfire suppression on the west coast, determined that the effort would be a multi-day process, and a plan was made to control the spread of the flame front and leave full extinguishment to the following day. Given the time of day (around 6:00 pm), crews had about 2 hours to accomplish their task before night set in. Forestry units from Newmarket to Northwood assisted in the process, and by nightfall, extinguishment of the main body of fire was successful. An additional crew of about 24 members from Dover, Durham, Lee, Rollinsford and Barrington worked the following day with members of the NH Division of Forests and Lands to locate and extinguish all remaining hot spots and burning trees. It would be 2 more days before the final hot spot would be extinguished.

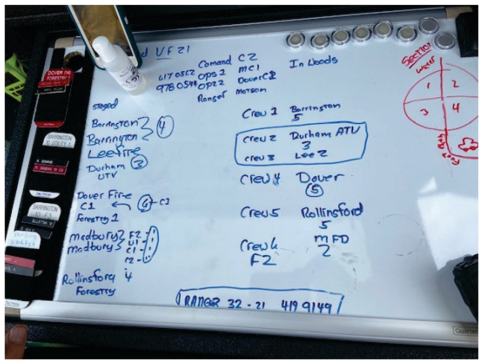
Milton Fire uses an ATV and trailer to shuttle crews out into the woods on Day 1 of the fire.

In addition to access, a primary challenge with this fire was the quantity of dead trees on the forest floor, the result of a wind-shear event that occurred in the area about 4-5 years ago. These trees

provided a high fuel load that is not normally found at the ground level.

Although the area of the fire origin was determined, no specific cause could be identified. An accidental cause is the most likely scenario, given the amount of hunters and ATV users in the area.

Crews identify and extinguish hot spots on Day 2 of the fire



The Command Board shows various crews working and their assigned areas on Day 2.

A nest of turkey eggs in shown abandoned in an area of the fire.

Crews take a break for lunch after working all day.

Crews fell a large tree that was still burning on Day 2 of the event.

Another woods fire occurred off of Grandview Drive on May 24th. Crews from Dover, Durham and Madbury extinguished a woods fire about an acre in size off of Barbadoes Pond just behind Grandview Dr.

Engine 2 operator Bill Carey takes a minute to talk with a younger resident of 32 Grandview Dr while crews operated out of that home's driveway and backyard.

On May 26th, the Fire Department responded mutual aid with Truck 1 to 24 Congress Street in the City of Rochester for a structure fire. Report of occupants trapped on the porch with fire blocking their egress was communicated while en-route. Crews were able to quickly knock down the fire and rescue the trapped occupants. No injuries were reported.

Truck 1 company operating at 24 Congress Street in Rochester.

May library circulation totaled 17,777 items. (6,963 adult + 6,585 children's print items; plus 4,229 items downloaded including 3,337 audiobooks & eBooks, 746 Hoopla streaming music, movies, and books, and

146 eMagazines).

69 new library patrons registered; total active cardholders 12,960. 5 of these new patrons were non-resident Dover workers or students (now 872 in that category).

The Library's Book Pick-Up (no contact) service continues to be popular with 51 appointments in May.

The Library's museum passes were borrowed 32 times. Museums are continuing to require registration for a time as they are limiting occupancy.

Outreach efforts via our 2 Little Free Libraries continue to be popular with 141 books added in May.

40 new patrons registered for downloadable audiobooks/ eBooks (total = 5,815) and 16 registered for Hoopla (total = 1,915).

Internet and PC uses by the public totaled 629 on library workstations, plus another 3,886 via Wi-Fi, plus 12 Chromebook loan.

The library's website statistics showed 23,033 page views by 7,578 users in 14,285 sessions.

65 meetings & tutoring sessions were hosted in the library's Lecture Hall, Trustees Room, & Learning Center.

6,789 people visited the library during May, an average of 272 per day (open 25 days).

During the month of May 2021, 9 registered sex offenders were processed by the Dover Police Department's Special Investigations Unit. The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration, and can also include a change of address or other information that must be updated.

SIU detectives investigated six unattended deaths in May 2021.

In May 2021, SIU detectives executed 5 search warrants:

- A Dover residence for a Child Pornography investigation
- A Dover residence for a Stalking investigation
- A vehicle for felony level DWI/drug investigation
- A vehicle for a Theft investigation
- A Hampton residence for a Theft investigation

SIU detectives investigated a motorcycle crash that resulted in the death of a 44-year-old Dover man.

SIU detectives presented 11 investigations to a Grand Jury for indictment. All of the indictments resulted in a "true bill", meaning the Grand Jury determined that probable cause existed that the accused committed a crime. Cases presented to the Grand Jury are classified as a felony offense or a misdemeanor with an enhanced penalty.

SIU detectives attended one forensic interview at the Strafford County Child Advocacy Center. These interviews are designed to document detailed information about alleged crimes that were experienced or witnessed by children.

SIU detectives referred 30 police reports to the Department of Children, Youth and Families. These informational referrals are for incidents that officers responded to in which children witnessed or were alleged victims of criminal acts or other concerning conduct.

During the month of May 2021, SIU detectives wrote 168 police reports for various investigations.

In May, Sergeant Tarmey spent the majority of the month coordinating efforts related to vagrancy issues, littering and criminal mischief. Notably, with the warmer weather and increased foot traffic outdoors, there were several complaints of graffiti in the downtown area. Sergeant Tarmey coordinated with other city departments in developing plans to get the graffiti removed as soon as possible from public property. Near the end of the month, Sergeant Tarmey assisted in coordinating bike and foot patrols on the Community Trail to achieve a greater officer presence in the area where the vast number of graffiti and vagrancy issues were being reported. These bike and foot patrols will likely continue throughout the summer.

During the month of May, Sergeant Tarmey continued to monitor First Street regarding littering. Dating back to early fall of 2020, CREU members have been actively trying to gain compliance from certain First Street residents regarding the proper disposal of trash and debris. The department did not receive any complaints during the month of May, indicating a significant improvement in the in the behavior of the residents there.

Sergeant Tarmey visited several reported campsites throughout the city in May. Some of the sites were reported to the patrol division, and then forwarded to the CREU, while other sites were identified by citizens who reported the incidents directly to Sergeant Tarmey. The sites that were located on private property were checked for occupants by the officers. People who were found to be camping on private property were asked to vacate the area and clean up any debris they brought with them. When applicable, the people were trespassed from the property by request of the owner. As in previous months, the department received several complaints about campsites near Willand Pond. The majority of these sites were found to be in Somersworth. Dover officers coordinated with Somersworth Police to ensure the issues were addressed and occupants contacted.

In May, Sergeant Tarmey and SRO Glowacki began the initial stages of planning for the Dover High School graduation event scheduled to take place on June 15th. Lieutenant Collopy will assist in the planning of the event.

During the month Sergeant Tarmey also assisted in conducting several oral board interviews for prospective police officers.

Sergeant Marn Speidel remains as the department liaison for the two COVID-19 vaccination sites located at the bus terminal on Indian Brook Drive and Bradley Commons on Central Avenue. In May, the main vaccination site on Indian Brook Drive was covered by an outside detail officer Monday through Saturday, from 7:30am to 8:30pm. In June, the hours for the site are expected to diminish and it is expected that the site will remain open until June 30th.

The police department continues support the City of Dover's Community Services with its major downtown water main replacement project. Lieutenant Mark Collopy and Parking Manager Bill Simons have become the points of contact with Assistant City Engineer Kenney by ensuring that the communication between department staff and the public, particularly regarding parking, continue through the course of the project. Lieutenant Collopy attends the weekly project meetings with city and construction staff.

On May 10th, Lieutenant Collopy attended the first planning meeting for the 2021 Apple Harvest Day Festival at the Chamber of Commerce. The chamber plans on holding its annual festival on October 2nd, which will be an in-person event and at its traditional downtown locations.

Total Permits Issued: May 2021

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
21-083	WASHINGTON STREET MILL, L	1	WASHINGTON STREET	CREATE WORK SPACE AREA OF BUSINE	C	23	1400	45000	475
21-105	DRVP DEVELOPMENT, LLC	10	STRAWBERRY DRIVE	TENANT FIT-UP, UNITS 1 & 2	C	40	4310	15000	175
21-139	SEACOAST CHARTER SCHOOL	171	WATSON ROAD	ERECT A CANOPY TENT	C	E	3300	1480	35
21-172	45 POINTE PLACE, LLC	45	POINTE PLACE	SUITE 8, TENANT FIT-UP	C	K	1980	35000	375
21-201	BOSTON & MARINE RR	35 37	CHESTNUT STREET	DEMOLISH ALL THREE STRUCTURES	C	31	400	40000	425
21-212	DOVER SCHOOL DISTRICT	25	ALUMNI DRIVE	ERECT 1-20'X50' & 1-20'x40' TEMP TENTS	C	H	1200	10000	0
21-213	DOVER SCHOOL DISTRICT	16	DALEY DRIVE	ERECT A 30'x60' TEMP TENT FOR DAYTI	C	H	1110	10000	0
21-214	DOVER SCHOOL DISTRICT	50	GARRISON ROAD	ERECT A 40'X60' TEMP TENT FOR DAYTI	C	I	2G0	10000	0
21-215	DOVER SCHOOL DISTRICT	78	HORNE STREET	ERECT 2-40'X60' TEMP TENTS FOR DAYT	C	36	3000	10000	0
21-216	DOVER SCHOOL DISTRICT	11	TOWLE AVENUE	ERECT 1-20'X90' TEMP TENT FOR DAYTI	C	13	4A0	10000	0
21-228	WASHINGTON STREET MILLS,	1	WASHINGTON STREET	INT./ALTER OF EXIST ENCLOSURE/DOO	C	23	1400	115000	1175
20-452	WASHINGTON STREET MILL, L	1	WASHINGTON STREET	CREATE 35 DWELLNG UNITS ON 1ST & 2	R	23	1400	4353000	43530
20-477	DAVIS	276	KNOX MARSH ROAD	INSTALL 68 GROUND MOUNT SOLAR PA	R	H	3900	75000	775
20-527	DION	3	EARLE STREET	CONST. A DETACHED GARAGE/BARN	R	40	12	70000	725
21-011	PIER	100	HORNE STREET	PERFORM BATHRM RENOVATIONS	R	36	34A0	12000	145
21-095	DIAS	36	ATLANTIC AVENUE	CONST. A NEW DECK	R	25	300	12000	145
21-111	BLANCHFIELD	44	EMERALD LANE	CREATE HABITABLE AREA IN BASEME	R	F	22A4	35000	375
21-114	BURLAGE	2	ISAAC LUCAS CIRCLE	REMOVE A WALL IN KITCHEN	R	M	9050	15000	175
21-128	O'ROURKE	104	FOURTH STREET	CONST. A REAR SUNROOM	R	32	8A0	16625	191
21-129	NORTON BUILDERS, LLC	125	WATSON ROAD	CONST. A 2ND STORY & A TWO CAR DE	R	E	3600	85000	875
21-138	PELLETIER	27	CARRIAGE HILL LANE	CONST. A DECK	R	A	1590	9000	115
21-141	CLINE	72	ATKINSON STREET	CONST. A NEW DECK & STAIRWAY	R	9	3800	4225	65

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
21-147	IORDANOV	86	OLD ROCHESTER ROAD	CONST. A SFD W/UNFNISHD ATTIC & SS	R	A	13L1	245000	2475
21-148	GRUND	2	KELLEY DRIVE	INSTALL AN ABOVE GROUND SWIMMIN	R	I	11000	8000	105
21-152	BURNS	203	EMERALD LANE	FRAME & INSULATE BASEMENT	R	F	1540	6625	165
21-153	MCCARTHY	110	MOUNT VERNON STREET	CONST. A BACK PORCH & STEPS	R	29	9600	20000	45
21-154	DENHAM	31	CRANBROOK LANE	CONST AN ADD. OF A BREEZWAY, GAR	R	D	8900	156000	1585
21-155	PLACZKIEWICZ	8	OLD STAGE ROAD	ADDITION ONTO AN EXISTING REAR DE	R	6	3620	16330	185
21-156	WILHELM	137	HENRY LAW AVENUE	CONST. A FARMERS PORCH	R	20	300	20000	225
21-159	PARK	15	AUGUSTA WAY	RENOVATE A MASTER BATHROOM	R	K	49A48	40000	625
21-160	PURDY FUNERAL SERVICES	78	PARK STREET	REPLACE A PORCH	R	27	23000	14024	165
21-161	BRENAN	28	CEDARBROOK DRIVE	CONST. A DECK WITH STAIRS	R	32	5300	9500	120
21-162	BELL, GREG	45	FOURTH STREET	INT. ALTER. TO CREATE A 3/4 BATHRM	R	31	3900	20000	225
21-165	JOHNSON	141	GARRISON ROAD	CONST. AN SFD W/AN ADU & W/3 CAR A	R	I	1P1	475500	4781
21-168	WHITTEN	192	DOVER POINT ROAD	CONST. A REAR DECK	R	L	89B0	35000	375
21-170	PROCTOR	124	GROVE STREET	REMODEL 2ND FLR BATHROOM	R	29	68D0	8000	105
21-171	CARD	64	BELLAMY ROAD	INSTALL 4 REPLACEMENT WINDOWS	R	H	6R0	3351	59
21-174	SUBIRANA	10	LUNDY POINT DRIVE	INSTALL A FULL BATHRM & WET BAR I	r	g	359	45000	475
21-175	KENNEDY	158	BACK RIVER ROAD	REMODEL KITCHEN	R	I	8900	15000	175
21-176	ONE HOME BUILDERS LLC	46	WHITELEY DRIVE	CONST. A SFD W/2 CAR ATT. GARAGE W	R	N	18-10	397080	3995
21-177	HARDING	10	PINEVIEW DRIVE	CONT. REAR DECK	R	L	48M1	15000	170
21-178	DAIGNEAULT	12	LEIGHTON ROAD	FINISH BASEMENT, AFTER THE FACT PE	R	8	2200	16000	370
21-179	CARDINAL	283	DOVER POINT ROAD	INSTALL 9 REPLACEMENT WINDOWS, N	R	L	48A0	6000	85
21-181	LALIBERTE	102	MOUNT VERNON STREET	CONST. A LANDING & STAIRWAY	R	29	9300	2000	45
21-182	PAGE	16	LISA BETH CIRCLE	CONST. A DECK	R	H	44E0	8000	105
21-183	HILL	17	JULIA DRIVE	INSTALL 1 REPLACEMENT SLIDING DOO	R	M	4049	5000	75
21-185	CARLONI	103	STARK AVENUE	INSTALL AN ABOVE GROUND SWIMMIN	R	17	3900	6000	85

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
21-192	HARVEY	73	LITTLEWORTH ROAD	CONST. A DECK WITH STAIRS	R	F	28A	5000	75
21-194	REID	4	CULLEN BAY ROAD	INSTALL PATIO DOOR	R	M	92F	23352	265
21-195	MARTA	9	REYNERS BROOK DRIVE	INSTALL AN INGROUND SWIMMING PO	R	A	4780	16898	195
21-196	ONE HOME BUILDERS	33	WHITELEY DRIVE	CONST. A SFD W/2 CAR ATT. GARAGE W	R	N	1819	476000	4785
21-198	MAYS	10	OAK HILL DRIVE	INSTALL A ROOFTOP SOLAR PANEL PV	R	36	25F0	25000	275
21-199	DOWNS	6	AUSTIN DRIVE	INT. RENO. TO REPLACE SHEETROCK &	R	I	80L0	74400	769
21-200	PIETRAFITTA	137	SILVER STREET	INSTALL A ROOF MOUNTED SOLAR PA	R	10	16600	28000	305
21-206	JONES	65	DREW ROAD	PERFORM INT. ALTER., CONST. TWO ST	R	I	2600	220000	2225
21-208	BRONSON	18	FOSTERS DRIVE	CONST. FT & REAR DORMER, TO CREAT	R	L	89I1	45000	475
21-209	LAUNEY	7	SHADY LANE	INSTALL A ROOFTOP SOLAR PANEL PV	R	I	78M0	62024	645
21-210	BADGER	10	STILES LANE	INSTALL A ROOFTOP SOLAR PANEL PV	R	40	3240	19000	215
21-218	BALAJI KANDHAM MEENA	37	SANDRAS RUN	REPLACE DECK, CONST. NEW DECK	R	G	24J15	7000	45
21-220	BERRY	4	COMANCHE STREET	INSTALL 6 REPLACEMENT WINDOWS, N	R	A	14K0	16000	185
21-221	NEW HORIZON, LLC	32	HAM STREET	CONST. A DECK	R	27	89A0	6000	85
21-229	MAXFIELD	4	DANBURY LANE	CONST. A DETACHED BARN/GARAGE	R	27	78	11400	135
21-230	HUGHES	9	BARRY STREET	INSTALL REPLACEMENT WINDOWS	R	D	6700	9000	115
21-243	GILLIS	55	CENTRAL AVENUE	STRUCTURAL UPGRADES, JOISTS, HEA	R	17	6700	40000	425

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee

Total Permits Issued: 64

Total Construction Value: $7,664,814.00

Total Fees Collected: $77,815.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	2	Change of Use	0
Commercial Renovations	9	Commercial	3
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	4
Multi-Family Dwelling Units	35	Industrial	0
Industrial	0	Renovations	3
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	12
Single Family Dwelling	4	Single Family Dwellings	7
Renovations Dwelling Unit	46	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	1		
Accessory Dwelling Unit	0		

2. Product & Process Outcomes

"ENSURE OVERALL MUNICIPAL SERVICES MEET AND/OR EXCEED THE HIGHEST INDUSTRY STANDARDS GIVEN THE RESOURCES AVAILABLE."

During the Washing & Main water line replacement project, crews found an abandoned wooden water main. The One Washington Mill was built in 1877 and these wooden water mains were likely installed around that time to supply the mill with water.

In the Public Welfare Office, case numbers remain lower than usual. The nature of the cases staff are handling are still about housing, shelter and utilities. Some of them have been considerably more complicated than usual. They required much more staff time to resolve and involved multiple agencies and outside case managers as staff were dealing with people with disabilities who had mobility issues. They successfully collaborated with different providers to reach a positive result.

The Director met with the staff in the City Attorney's office to look at changes he would like to make to Welfare Guidelines and discuss ideas they have to improve the wording. Staff had a good first run through, agreeing on most things to change or not. On June 17th the Local Welfare Administrators Association is going to present their revised Welfare Guidelines at a meeting. The Public Welfare Director will look at what they propose and see how our staff may want to alter anything in Dover's guidelines.

The Public Welfare Director has spent a good deal of time trying to find a useable site to put the laundry and shower trailers on. The City of Rochester City Manager and Public Works staff have been very helpful. The director has done research for grant money to use for site work with the assistance of Dave Carpenter from Planning. John Storer has offered technical support and advice. The director met with John Storer and Rochester Public Works at Salvation Army to look at the proposed site behind their church building and discussed what would have to be done to hook up the units. Despite all these positive efforts, an acceptable location for deployment has not been found.

Dover Fire & Rescue was contacted by Deborah Feairheller, an Associate Professor in UNH's Exercise Science program. Dr Feairheller was looking to see if DFR would have interested volunteers to participate in a study she was doing regarding Firefighter Health and Wellness, in direct relation to the stimulus effect of the receipt of an emergency alarm and its effect on blood pressure, heartrate and other cardiac outputs. Dr Feairheller has done similar studies with the Philadelphia Fire Department and other organizations in the state of PA as part of her previous work. In addition to the data that is being provided to Dr Feairheller, participating members are being provided with dietary guidance and training/exercise programs specifically designed for emergency service workers. It is a 6 week program, with additional weeks on either end of the study to provide guidance for participating members in the area of increasing their overall health and fitness levels both at home and while at work.

Members of Dover Fire & Rescue participating in a firefighter health and wellness study

Adult
fitness classes continue to be held in Rec dance studio with limited capacity. Spring sports are on-going. Cocheco Lacrosse utilizes school fields, Dover Baseball and Dover Youth Softball use a combination of their own fields and City fields and Garrison City FC uses the Shaw's Lane fields. Dover Little Green Cheerleading has also started their off-season conditioning in the DMS gym following the State, City and School COVID protocols. Outdoor Pickleball courts continue to be popular – all 8 are often full on the weekends, especially in the mornings. Use is consistent throughout weekdays as well. They are open on a first come first serve basis with the exception of Tuesday & Friday mornings when they are reserved by the Dover Senior Center program. Summer

Arena programming is now taking registrations on Rec online site – https://getactive.dover.nh.gov and the site will be utilized for summer swim lesson registration in June.

The month of May brought a higher volume of patrons especially during rec. swim times. The pool has gone back to regular rec swim practices without lanes in the pool. There were a lot of new Dover Residents utilizing the pool via sign-ups. Sign-ups will end on June 21st at both pool facilities but lane space will be monitored and limited to 3 inside and 4 outside at any given time during lap swim. Therapy swim time will resume at the Indoor Pool the week of June 21st. The Recreation Director hired a new water exercise instructor to teach on Fridays. For the summer months, water exercise classes will be going down to two days per week on Mondays and Fridays and capacity has been increased from 12-14. Mondays will be self-guided and Fridays will have an instructor present eliminating the supervisory team to staff it. Regular classes three days per week will resume in the fall. American Red Cross Training courses are in high demand. One of the April Lifeguard courses was completed this month that originally got pushed back due to a COVID situation. The pool picked up a couple of additional staff members from that course and will resume lifeguard training in September. The summer group lesson program will resume this year. There are several staff interested in teaching and will be running an internal instructor training course on June 23rd. Registration to be held online. College students have returned to work at the pools.

May at the Dover Arena is a busy time as it is wrapping up the spring programs and taking out the Holt Rink Ice on May 17th. As the ice is out on both sides, cleaning and maintenance of the facility began as staff get ready for the next season. Camp Kool preparations have begun. The supplies have been ordered and counselors have been hired. Management will continue to hold staff trainings and certification courses to get the counselors First Aid and CPR certified. The month of June means the beginning of Camp Kool and preparations for ice to go in on the Holt Rink. Ice goes in on June 26th on the holt Rink and the first skating day will be July 5th. Adult and Youth Stick Practice: 166 participants

The Senior Center resumed card games and also table rotation. The Senior Center is open for drop in activities. Pickleball has gone back to outdoor play at the Garrison Park courts. This month the Senior Center Ukulele band, The Silver Strummers, returned as well as restarting Chair Yoga.

The SCADA IT Administrator has completed all PCI logic and controls for new Bellamy Recharge Station without any outside vendor assistance. A great accomplishment and asset for the City of Dover.

In early 2020, the City Council approved a purchase of online permit program for land use and building processed permits. The program is a significant investment for the City and staff is working to ensure that it is an investment that is easily used by stakeholders (internal and external) to ensure buy in by the end users. In May, Planning staff continued to work with IT staff and the vendor to review requirements for site plan applications and workflow. The processes for

Conditional Use Permits were also reviewed. The intended roll out of the online software is in the winter of 2022.

Planning and Community Development staff continues to work on developing improved signage in City Hall. These signs will enhance directory needs and flow in City Hall. Included would be ADA enhancements to signs and internal wayfinding. An RFP was released by Media Services and Planning in late May. Responses are due in early June.

Planning and Community Development staff continue to work with NHDOT on the future of the General Sullivan Bridge. Currently, the DOT staff is looking at options to replace the structure, and will need to mitigate for the loss of the historic bridge. Staff is working to promote options for mitigation that were voted on by the City Council, after recommended by the Heritage Commission. A new option being reviewed is to relocate a portion of the bridge to the next phase of the Community Trail, through Bellamy Park.

Planning and Community Development staff reviewed materials associated with the NH Creative Arts program. The Arts Commission is interested in participating in the program and Planning staff will be assisting with the application and implementation of the program in Dover.

Community Development Planner Carpenter worked with staff from the Planning Department, Economic Development Department and Media Services to develop and launch the CARES based Dover CARES Business Assistance Grant program.

City Planner Benton, the Assistant City Manager, the President of the Children's Museum of New Hampshire and the Super Intendent of Schools met with Dr. Jeff Goldstein the Center Director of the National Center for Earth and Space Science Education about the possibility of installing a replica of the solar system on the Community Trail. On April 12, the School Board voted to approve the expenditure of the school impact fees not to exceed $60,000. The Council voted May approving the expenditure of the School Impact fees and award of bid. City Planner Benton is the Project Manager and has submitted the necessary documents to the National Center for Earth and Space Science Education.

City Planner Benton and Assistant City Manager met with members of the Arts Commission and staff from Strafford County Regional Planning Commission regarding the creation of an arts and cultural resources map for Dover and the surrounding region. A draft of the website has been completed and staff is working on gathering photos to complete the site. Big thanks to SRPC and the Arts Commission.

City Planner Bird participated in online meetings on May 4th and 10th for the Building Coastal Resilience by Building Equity in Dover project, which will engage in climate change conversations with historically underserved communities.

The Assistant City Manager and Community Services Director met with representatives of RediMix and Severino Trucking to review procedures and operations at the gravel pit and concrete mixing plant on Mast Road. The meeting was requested by Planning Board members to address concerns raised by residents in the area about noise, dust and other activities associated with operations on Mast Road.

City Planner Bird worked with the Garrison Hill Community Garden group and the Purchasing Agent to process invoices for the purchase of garden materials.

The Assistant City Manager attended the Transportation Advisory Commission meeting on May 24th. The agenda included reviewing the City's Complete Streets policy and reviewing pedestrian and traffic concerns raised by residents.

City Planner Benton walked part of the Community Trail with the Community Services Director, Police Chief, and Police Sergeant Tarmey to discuss graffiti along the trail. The Police Chief, City Attorney and City Planner Benton are working to create the ad-hoc committee to address graffiti city-wide. The City Council approved the ad-hoc committee in May and staff have been reaching out to interested residents with applications for the Appointment Committee to review.

Outdoor story time at Dover Public Library

The Dover Public Library hosted 54 programs in May which were attended by 1,084 community members. These programs included passive, virtual and in-person as the Library strives to reach out to the community in various ways. These included: 8 D & D sessions with 17 kids; 4 Mother Goose on the Loose sessions with 99 attendees; 9 Story times with 140 attendees; 2 Knitting Group 15; 5 Book Groups 30; and 5 Grab and Go Craft Kits with 337 distributed, 4 STEM Kits with 283 distributed; 12 book a Librarian appointments, 1 Nutrition Myth Busting & Health Food with 22 attendees; and 62 views on our YouTube channel.

Annual Poetry Contest

The culminating event in the Dover Public Library's 19th Annual Poetry Contest was an Evening of Poetry on May 21st on the Library's front lawn. The 75 attendees were treated to poetry readings by community members of all ages.

In honor of May being Mental Health Awareness month, Dover Public Library opened up a conversation about mental health stigma and how communities can help. The Many Faces of Our Mental Health was a virtual presentation featuring Lynda Cutrell from the 99 Faces Project, Suzanne Weete from the Dover Mental Health Alliance and Janet Salsbury from Community Partners. There were 34 attendees.

The Dover Public Library and The Children's Museum of NH have teamed up to provide STEM Kits to young children. The Museum received a grant to provide local libraries with take home STEM kits. The Museum provides our library with supplies, directions, and links to instructional videos for four stem activities each month. Library staff assembles and distributes 50 kits each month. The program runs from February through June.

Meetings of Dover Youth to Youth transitioned to in person this month – but only for smaller groups still working on projects or presentations. There are currently three Dover Youth to Youth teams. The Monday High School Team has 19 members and met 3 times. The Wednesday 7-8th grade Advocacy Team has 8 members and met 0 times. The Thursday 6-7 grade Impact Team has 10 members and met 4 times.

The Dover Teen Center continued its academic focus, during which staff is available to assist with any remote learning needs. After the Dover School District moved to a full, 5-day, in person academic plan on April 5th, the Teen Center shifted hours to accommodate all of the youth participants registered by hosting afternoon TC Study Blocks. Through all of this, the center maintained all necessary precautions to operate safely, through the daily disinfection/sanitization of the center and having participants/staff wear masks during these operating hours.

In addition to seeing more of our youth participants regularly through the reservation system, continued outreach efforts have been made to stay connected to all youth participants through virtual events/offerings such as TC Zoom Pod Chats, by Teen Center interns, once per week, after TC hours on any given evening of the week. These Zoom Pods have yielded anywhere between 3 and 11 youth participants at a time.

During the month of May 2021, the Dover Teen Center had a total attendance of 247 participants over 20 days.

Some program highlights for the month of May 2021, in addition to the study club included, but were not limited to, the following:

- *TC Special Programming*

Throughout each week feature snack/lunch specials; MYO Pizzas, Pasta-Fest, Taco and Baked Potato Bars. Beyond the food specials, staff were able to offer multiple art, music and other enrichment activities as well. May was an exciting month as staff re-welcomed partners at The Voice Library, hosted an outdoor “Fireside Chat” session in May 2021 for youth participants, and look forward to another one before the school year ends. This was held at the Rotary Arts Pavilion, where physical distancing allowed staff to host (15) TC youth participants!

- *Outdoor Programming*

May brought some very nice spring days, and all have taken full advantage of them. Whether through TC Alley Basketball, McConnell front lawn activities or walks about the downtown area, staff have welcomed the nice weather.

- *TC Youth & Family Outreach*

A weekly email is sent to the teen center's connected families and youth to encourage the block reservations through the Sign-Up Genius online portal. Staff can also share with them, any announcements, webinars, trainings and opportunities.

- *Teen Center Intern Staff Update*

Staff said thank you and good bye to spring Intern Staff, as all but one graduated from UNH (the one is returning to the TC in the fall and graduating in December).

Staff also welcomed (4) new "Summer" interns and have been fortunate that some of the spring 2021 interns are still around to help as well.

- *TC Summer Zone 2021*

Planning is ongoing at the TC for the Summer Zone program, as staff is seeing more frequented destinations from past summers re-open and welcome visitors back. A full calendar and budget for the Summer Zone program is also being prepared.

Representatives from Dover's American Legion Post 8 present Steve Pappajohn, Teen Center Director with a donation to put towards the TC Summer Zone, youth adventure program.

The Dover Teen Center received 3 registrations in May of 2021. The teen center will continue to engage previously-registered youth participants first, and welcome new students that are in need of the center's services along the way. Particularly those that come through school referrals.

The youth community service program tracked four participants in the month May 2021. A total of 2 hours of community service work was completed with none of the participants finishing their assigned community service hours.

The Diversion Committee met on May 20, 2021 with two cases in active Diversion contracts and one new case pending for an intake meeting. The next meeting of the Diversion Committee will be June 2, 2021 for the intake of a new participant.

Officer Dunne continued her role as School Resource Officer at Dover Middle School. Over the course of the month of May, Officer Dunne assisted DMS staff with a variety of calls for service.

On May 20, 2021, Officer Dunne was outside at the end of the school day monitoring traffic. As she stood at the back of the school watching students board the buses, her attention was drawn to a sedan driving past the buses on Daley Drive. At least one bus had its stop sign extended and the red lights flashing. Officer Dunne was able to catch up to the vehicle in the parking lot and identified the operator as the mother of a student. Officer Dunne is familiar with this parent as she often has to address her motor vehicle operation within this school zone. The following day, Officer Dunne issued a citation to the parent for violating RSA 265:54 School Bus Overtaking and Passing School Bus.

Again while monitoring traffic at DMS at the end of the school day on May 26, 2021, a bus driver reported a violation of RSA 265;54 that had occurred that morning on Sixth Street. Officer Dunne took the vehicle information but was unable to investigate any further because the license plate provided did not match the vehicle description as reported.

On the morning of May 26, 2021, Officer Dunne received an email from Officer Martuscello requesting assistance identifying four juveniles seen wandering around the McConnell Center the previous evening. McConnell Center staff reported the juveniles left trash behind, they found damage to a bathroom stall and they smelled the odor of marijuana in the bathroom after the students left. Officer Dunne was able to identify all of the students involved and spoke to their parents.

On May 4, 2021, at the request of the Guidance Office, Officer Dunne had a patrol unit check the residence of an eighth grade student. The student had not been in school for several days and school personnel were unable to reach her or a parent. The student also has a history of suicidal ideation and attempts. Officers were able to contact the student and learned she was not in danger of self-harm.

The Guidance Office again requested the assistance of Officer Dunne and the Dover Police Department on May 20, 2021, with locating a student who had not logged into her virtual classes in several weeks. The staff member believed the student no longer lived at the provided address as mail from DMS has been returned to the school. An officer checked the residence but no one was there. Officer Dunne later called the manager of the apartment complex and learned the family abruptly moved out of Dover in February. They are suspected of living in Somersworth at this time. This information was passed along to the guidance counselor.

While monitoring morning traffic on May 3, 2021, a bus entered the front loop at the school and reported a student was not behaving properly. The student exited the bus and spoke to Officer Dunne and Dean Patrick. The student reported that she believed the bus driver was being rude and unreasonable with some of her requests on the bus. Officer Dunne counseled the student briefly about proper bus behavior and how to better address the situation in a positive way.

On May 4, 2021, Officer Dunne was contacted by a Dover Youth Softball coach regarding a concerning disclosure made to her by a player the evening before. The player commented that her grandfather was not allowed to be near her because of past “inappropriate behavior.” Officer Dunne learned the player lived in Somersworth and provided the information to Somersworth PD for further investigation.

On May 18, 2021, the front office at DMS forwarded a voicemail to Officer Dunne. The caller identified himself as a former DMS student and threatened to physically harm another student currently enrolled. The caller no longer lives in Dover and lives close the lakes region of the state. Officer Dunne was able to contact the parent of the caller and informed her of the voicemail left.

The parent was appropriately upset with her son and later brought her son to DPD headquarters to speak to an officer about his behavior.

Officer Dunne learned that a fifth grade student made a comment about bringing a firearm to school while talking to classmates on May 21, 2021. Officer Dunne immediately contacted the parents of the student who confirmed while they do have firearms in their residence, they are properly secured and their son has no access. Through further questioning by school staff, it was determined the statement was not credible and that the student was trying to impress other classmates. The student received disciplinary sanctions from the school.

On May 27, 2021, Officer Dunne learned that a group of students reported to staff that they viewed a SnapChat video the previous night depicting a seventh grade student possibly drinking alcohol. Officer Dunne contacted the parent of the named student and informed her of the information.

On May 4, 2021, a staff member called Officer Dunne to the rear of the building for a suspicious male walking on the roadway and yelling. As Officer Dunne approached she observed DHS SRO Glowacki speaking to the male. He was warned for his behavior and advised to leave campus. The male did so without issue.

During fifth grade recess on May 12, 2021, Officer Dunne observed two students engaging in a fist fight. Officer Dunne immediately broke up the fight, separated the students, and informed the dean of the incident. Both students received school disciplinary action as a result. Neither student was injured.

On May 24, 2021, Officer Dunne assisted OASIS staff with a disorderly student in the hallways. Upon Officer Dunne's presence in the hallway the student stopped yelling and calmed down. After a few minutes OASIS staff advised they no longer needed Officer Dunne's assistance.

Officer Dunne continued her role as a "Girls on the Run" coach. This is her fourth season as coach. Officer Dunne finds great value in acting as a coach for this program as she is able to interact with students on a less formal basis and is seen as a coach rather than an officer. On May 25, 2021 the girls ran a practice 5k in preparation for the June 8 5k.

Officer Dunne has continued her involvement with Big Brothers Big Sisters of New Hampshire as well. This month the two went to York Beach where they enjoyed the sun, sand, and ice cream.

Lastly, Officer Dunne spends her days at DMS, when not specifically tending to matters, ensuring the safety of students during morning drop-off and afternoon pick-up times, walks the hallways engaging with staff and students, and attends fifth and sixth grade lunch/recess.

During the month of May, Officer Glowacki assisted DHS staff with a variety of calls for service.

On May 3, 2021, Officer Glowacki was notified of a fight between two male students that occurred in the hallway between classes. He initiated an investigation, ultimately charging both students with Disorderly Conduct.

On May 6, 2021, Officer Glowacki was notified of an assault that occurred in the main lobby of DHS at the end of the school day. Officer Glowacki interviewed involved parties, reviewed video surveillance and ultimately charged one student with Simple Assault.

On May 12, 2021, Officer Glowacki took a stolen bicycle report from a DHS student. After reviewing video surveillance, Officer Glowacki was able to identify the suspect and interview him. The bike was located and returned to its owner. Juvenile petitions are pending in this case.

On May 24, 2021, a bicycle theft was reported by Bellamy Academy and a suspect was identified. Officer Glowacki initiated an investigation, and with assistance from patrol officers, located the suspect and the stolen bicycle. Juvenile petitions are pending in this case.

On May 3, 2021, Officer Glowacki was notified of a vehicle disturbance in which a motorcycle was reportedly operating recklessly on Alumni Drive. Using video surveillance, Officer Glowacki was able to identify the vehicle and the operator. The operator was spoken to about the incident and warned about the potential repercussions of his behavior.

On May 4, 2021, Officer Glowacki responded to the access road behind DHS for a report of a suspicious male. Officer Glowacki located the male, identified him, and ordered him to leave the premises. The male was compliant.

On May 7, 2021, Officer Glowacki was approached by a student who was being harassed via social media. Officer Glowacki suggested ways for the student to prevent the harassment. Ultimately, no crimes had been committed and the student did not want police intervention in the matter.

On May 13, 2021, Officer Glowacki spoke to a parent about a bullying incident involving her son, a DHS student. Officer Glowacki was asked to speak to the other student, which he did. No further police action was necessary.

On May 14, 2021, Officer Glowacki responded to the hallway near the library for an active disturbance. Upon his arrival, the incident was over. It was reported that a white student used a racial slur when speaking to a black student, and an altercation occurred. The incident never became physical. It was determined that the best course of action was to handle discipline at the school level, and no criminal charges were filed.

On May 24, 2021, Officer Glowacki spoke with the mother of a student regarding a past-tense disturbance that occurred off campus and after school hours. Officer Glowacki suggested ways for her child to avoid altercations in the future.

On May 27, 2021, Officer Glowacki was approached by a female student who received a social media message from a male student, which threatened the life of a third student and “a lot of people.” DHS administration was notified, and it was determined that the student was not present at the school. Dover PD detectives contacted the male student at his house, completed a threat assessment and determined that there was no credible threat to the school or its students.

In addition to formal requests by DHS and Bellamy Academy, Officer Glowacki performed various other duties as the School Resource Officer, including:

Morning Bus Duty – Officer Glowacki’s presence was requested in front of the school to assist with the arrival of students. He assisted with holding the students until 0720 hours, when they were allowed to enter the building, and reminding them to adhere to DHS COVID-19 related distancing guidelines.

Lunch Duty – Officer Glowacki assisted in monitoring lunch periods. His presence eliminated disturbances, and he also assisted with student adherence to COVID-19 guidelines.

Hall monitoring/Bathroom checks – Officer Glowacki monitored the hallways throughout each day, and conducted frequent checks of the bathrooms, as vaping and other issues often occur there. Officer Glowacki observed behavior on three occasions which led to school discipline.

Afternoon Traffic – Each afternoon, Officer Glowacki directed traffic at the intersection of Alumni Drive and Bellamy Road in order to ensure that the school buses were underway in a timely fashion, and to alleviate heavy school-related vehicle traffic on Alumni Drive.

Officer Cooper along with other members of the Dover Mental Health Alliance.

On May 5th, Officer Cooper attended the monthly (virtual) Dover Mental Health Alliance (DMHA) Meeting. During the meeting, Officer Cooper learned that DMHA was partnering with the American Foundation for Suicide Prevention (AFSP) for a month long "Out of the Darkness" event. The event, held between May 15th and June 17th, encourages people to do an activity (hop, skip, run, bike, hike, yoga or jump), while locating all of the DMHA Rolling Community Event checkpoints placed around Dover.

On May 15th, Officer Cooper met with several members of the DMHA to kick off the event by taking pictures at the library for the DMHA Facebook page.

On March 21st, Officer Cooper went to Lynn MA to help with scenarios at the FBI Crisis Negotiation training. Officer Cooper was able to connect with the newest negotiator who attended the weeklong training.

Officer Cooper also began to research a new callout system for the Strafford County Regional Tactical Operations Unit. On 05/27/2021, Officer Cooper, along with several others, attended a webinar for a product from Intrepid Networks. The product seemed as though it would be beneficial and much more efficient than the current callout system. Intrepid Networks agreed to allow a free two month trial, of their product, to ten users. Officer Cooper will be working with the users to see if the product will be a good fit for the team.

Throughout the month, Officer Cooper worked with DHA staff to quell several issues between two sets of neighbors on Union Street. One set of neighbors generated seven police calls for service within three days. Officer Cooper was able to apprise DHA staff and staff issued warnings. Since the warnings were issued, the calls have stopped.

There are several events coming up in June for family housing that Officer Cooper hopes to attend.

As COVID restrictions relax, Officer Cooper began to visit at the elderly sites. Many of the residents were happy to see Officer Cooper.

3. Leadership & Governance Outcomes

"EFFECTIVELY CONTINUE TO COMMUNICATE WITH THE COMMUNITY AT LARGE THROUGH VARIOUS MEANS AND SUPPORT CITIZEN ENGAGEMENT IN LOCAL GOVERNANCE AND COMMUNITY FORUMS, AND PROVIDE LEADERSHIP IN THE IMPLEMENTATION OF THE CITY'S MASTER PLAN."

In May, Media Services delivered several new project and topic email newsletters. These include project updates for the Washington and Main streets water main replacement, and the Dover Planning Review, a weekly look at citywide planning initiatives and updates from the Planning Department. In addition to Dover Download, there are several newsletters produced each week. In May, Media Services continued to provide updates on the COVID-19 pandemic through email updates, social media and Channel 22, but at a reduced frequency. These newsletters are designed to help communicate a wide variety of information to the public, of general interest and for specific projects and topics, and to instill the city's commitment to community stewardship.

Media Services continued to manage public meetings that require some or complete remote participation. In May, Media Services managed, broadcast or helped with 38 public meetings. In addition, Media Services provided technical assistance to the New Hampshire Department of Transportation for a public informational session on the General Sullivan Bridge.

Media Services continues to coordinate and produce the lecture series hosted by the Dover 400th Committee. The fourth in the monthly series was held in May. The lecture, "Dover's Cotton Mills," featured former Library Director Cathy Beaudoin. More than 200 people attended the virtual lecture. Following the live presentation, Media Services prepared the video for online distribution across other media.

In May, Media Services also produced several informational videos for Channel 22 and online distribution. These included previews of upcoming public meetings, public school updates, PSAs on burn permits, and Dover Pride Clean-Up Day.

Media Services also produced several PSAs intended to encourage vaccinations and dispel myths. These were distributed locally and statewide.

Media Services produced the fourth in a series of fire safety videos as part of Dover Fire and Rescue's Online Learning Academy. Unable to perform the annual Fire Safety Festival at Dover's elementary schools due to the COVID-19 pandemic, firefighters launched the Online Learning Academy to continue to teach fire safety and show firefighters at work. Each episode also includes a fire safety song from the Fire Safety Festival archives. These episodes are being distributed to Dover's elementary school students to complement remote learning.

Media Services in May distributed numerous news releases and public information across multiple platforms for other city matters, including ongoing projects and special announcements.

Media Services distributed 71 press releases and numerous updates to the website and social media in May.

May COVID Vaccination Shifts

This includes covering State Fixed Site and Dover Fire Closed Pod Clinics.

SHIFT	Clinic Shifts	Total Hours
A	23	159.5
B	41	313
C	11	44
D	36	295
ADM	1	8.25
IS	3	16.75
TOTAL	115	836.5

Closed Pod Events – coordinated & run by Dover Fire & Rescue

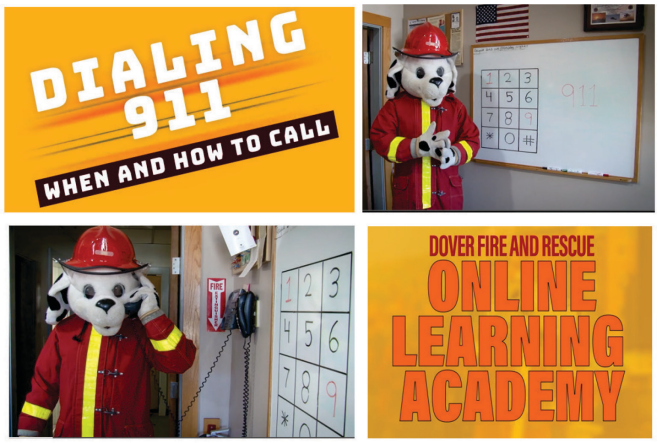
14May – DHS 16+ Student Vaccination Round 2

- Coordinated with SCPHN, who supplied volunteers to perform data entry into VAMS
    - Approximately **450 doses**.
- Coordinated the remaining doses, with SCPHN, to be utilized at UNH.

DF&R Personnel (including IS) provided support at the following:

- State Fixed Sites
    - Dover
    - Newington
- SCPHN
    - Rochester; 16+ County wide vaccination clinic

Dover Fire & Rescue released another episode of its online learning academy. This episode focuses on teaching youth when and how to call 911.

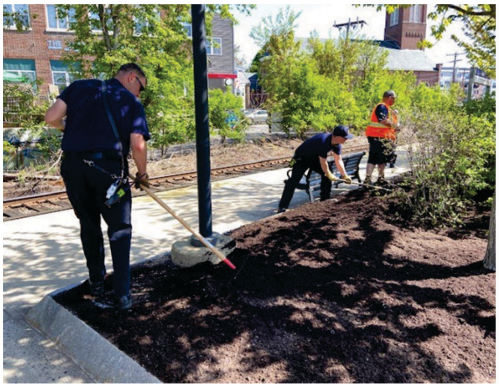


Please follow this link to view Dover Fire & Rescue's most recent episode:

https://www.dropbox.com/s/9pwh0afhak7fn4z/FNR_ONLINEACADEMY_S01E04_DR01.mp4?dl=0

On Saturday May 15th, Fire & Rescue members joined with citizens and other community and municipal groups to participate in Dover Clean-Up Day. Fire & Rescue members were assigned to the Transportation Center Lot where they worked in combination with Dover Community Services members and other citizen volunteers to clean up all mulch and flower bed areas, and to rake and spread new mulch in all the areas.

Dover Fire members working with Community Services members to spread mulch in an area adjacent to the train platform



Director of Information Technology participated as a panelist for NH Primex Summit, cybersecurity session in May.

Also in May, the Director of Information Technology invited municipal colleagues to an online work session, Incident Response Plan – Ransomware, in order to share best practices, learnings and challenges.

The Department of Planning and Community Development continued to update its blog, Facebook page and Twitter feed to communicate with the public. The Department of Planning and Community Development has 689 Facebook (City of Dover NH Planning) friends and 902 followers on Twitter @DoverNHPlanning.

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail (with 2,608 likes and 2,805 followers).

The Department of Planning and Community Development sent 56 new homeowner letters to residents. These letters include information about the zoning of the lot, and how to be involved in the community.

Planning and Media Services staff have created a video preview of Planning Board and Zoning Board of Adjustment agendas for meetings in May. The videos include the plans themselves with a detailed introduction of the plan, and opportunities for engagement.

Planning and Media Services staff continued to develop and enhance an electronic "newsletter" for planning related items. Content included meeting summaries, meeting previews, and various special topics about housing, master plans and book reviews.

Through the statewide collaborative NHAIS system, Dover Public Library's Interlibrary Loan Dept. sent 106 volumes to other libraries and borrowed 78 from other libraries for our patrons.

The Dover Public Library has 4,809 subscribers to its two monthly e-newsletters—Children's and Adults.

Library staff posted 210 items to its various social media platforms in May. Total social media platform followers = 12,411.

The City of Dover was asked to participate on an expert panel as part of Beyond Pesticide's national forum titled "Cultivating Healthy Communities". A link to the program is https://www.beyondpesticides.org/programs/national-pesticide-forum/2021npf/home

A member of the Board of Directors of Beyond Pesticides, Chip Osborne, had reached out to see if Dover would be willing to share its experiences in transitioning away from traditional use of chemical herbicides/pesticides, and moving towards an organic option. They planned to have speakers from around the country review a variety of pesticide related topics, but specifically wanted to hear about municipalities exploring organic management of landscapes, particularly

public parks and playing fields. In developing their annual program, Beyond Pesticides wanted to bring together scientists, authors, organic farmers, landscapers, climate and environmental justice activists, people working at the community level to transition to land management programs based on soil health, and more.

To share Dover's perspective, City Councilor Dennis Shanahan and Community Services Director John Storer, served jointly as panelists for a break-out session regarding "Organic Land Management". Councilor Shanahan focused on the evolution of a City Council Resolution that he sponsored, which morphed from an outright ban on the herbicide glyphosate, to a directive to transition to fully organic management programs for its parks, ballfields, and open spaces. Director Storer discussed the costs and logistics of converting to organic treatment, and also reviewed the transition away from chemical herbicides for curbside weed control.

As Mr. Osborne had identified, Dover had an interesting story to share in regards to converting from a very chemically-dependent program, to fully organic options.

Due to the ongoing pandemic, the annual program was set up a virtual conference this year. So Councilor Shanahan and Director Storer pre-taped their segment, which is supposed to officially air on Tuesday, June 8.

Two teams of Youth to Youth students completed 4 presentations of the *Truth About Nicotine* lesson for the Garrison School 4th Grade. Each time the students broadcast their presentation virtually from the McConnell Center into the STEM classroom and the homes of students attending school virtually from home.

Students from Dover Y2Y shown above broadcasting a tobacco and vape training lesson from the group's media center at the McConnell Center into a 4th grade classroom at Garrison School.

Three Dover Y2Y students shown above displaying their $25 gift cards they won for a video they submitted on tobacco litter as part of a contest associated with a national tobacco conference.

On May 21, three members of Dover Youth to Youth provided advanced virtual training on *Media Development for Youth Advocates* to a team of college students at the University of Kentucky.

In recognition of Alcohol Awareness month, in April and May FRANK FM played 123 Youth to Youth radio PSAs related to underage drinking. Some spots were paid for through a small federal underage drinking grant and the others were donated time by the radio station.

Members of Dover Youth to Youth participated in the *Mobilizing Against Tobacco Lies Conference* in May. Twelve Dover students participated in conference activities virtually along with other students from across the US, including students from programs in New York, Hawaii, Nebraska, and Wisconsin. Dover students attended training sessions on May 3, 11 and 18.

Students also had the opportunity to observe the Phillip Morris Shareholders Meeting on May 20. Two Dover students who had proxies to officially participate as shareholders were able to submit questions to the company CEO during the Q & A portion of the meeting.

Lieutenant Mark Collopy serves as a Mock Assessor with the Northern New England Police Accreditation Coalition. On May 7th he assisted the Newington Police Department with their initial file review for CALEA police accreditation.

4. Financial & Benchmark Outcomes

"MAINTAIN AND STRENGTHEN FINANCIAL STABILITY OF MUNICIPALITY TO INCLUDE REPORTING ON ANY FINANCIAL CONCERNS AND ADDRESSING THEM AS THEY MAY ARISE DURING THE COURSE OF THE FISCAL YEA

PURCHASE ORDERS – OVER $5,000 (OCTOBER, NOVEMBER & DECEMBER, 2020)

Department/Division	PO Date	Vendor Name	Amount
Finance Office	5/12/2021	US BANK NATIONAL ASSOCIATION	$164,250.00
Finance Office	5/12/2021	US BANK NATIONAL ASSOCIATION	$167,300.00
Finance Office	5/12/2021	US BANK NATIONAL ASSOCIATION	$1,545,875.00
Finance Office	5/12/2021	US BANK NATIONAL ASSOCIATION	$2,446,400.00
Finance Office	5/12/2021	US BANK NATIONAL ASSOCIATION	$2,843,609.38
Info Tech	5/19/2021	EPLUS TECHNOLOGY, INC.	$7,502.60
Community Services	5/14/2021	PROJECT FLAGGING, INC.	$6,000.00
Community Services	5/5/2021	PJC & COMPANY ECOLOGICAL LAND CARE, INC.	$7,400.00
Community Services	5/14/2021	SEACOAST HOUSEWORKS, LLC.	$13,240.00
Community Services	5/5/2021	C.L.H. & SONS, INC.	$21,016.00
Community Services	5/19/2021	TRI-STATE SEALCOATING & PAVING, INC.	$41,619.00
Community Services	5/18/2021	ROBERT H. IRWIN MOTORS, INC.	$50,455.00
Community Services	5/5/2021	PJC & COMPANY ECOLOGICAL LAND CARE, INC.	$70,961.00
Community Services	5/11/2021	ROCHESTER NH, CITY OF	$75,000.00
Community Services	5/7/2021	EMERY & GARRETT	$103,975.00
Community Services	5/14/2021	PIKE INDUSTRIES, INC.	$130,800.00
Community Services	5/6/2021	JOHN H. LYMAN & SONS, INC.	$335,241.93
Community Services	5/27/2021	NORTHEAST EARTH MECHANICS, INC.	$742,640.00
Executive	5/18/2021	DRUMMOND WOODSUM	$5,000.00
Executive	5/24/2021	HB COMMUNICATIONS, INC.	$9,000.00
Fire and Rescue	5/28/2021	STATE OF NH-DEPT OF RESOURCES	$6,903.82
Public Library	5/12/2021	LEMESSURIER CONSULTANTS, INC.	$48,265.00
Recreation	5/14/2021	FILLION ASSOCIATES	$8,065.00
Recreation	5/26/2021	FIRST STUDENT, INC.	$8,500.00
Recreation	5/14/2021	ATLAS PYRO VISION PRODUCTIONS, INC.	$15,000.00

BIDS

Department	Bid #	Bid Date	Description
Community Services	B21083	5/3/2021	Household Hazardous Waste Collection Services
Community Services	B21066	5/5/2021	Stark Avenue and Downton Area Sewer Rehabilitation Project-Phase B
Community Services	B21084	5/7/2021	Curbside Weed Control Services
Recreation	B21074	5/7/2021	Park Shelters
Community Services	B21085	5/12/2021	Bulk Oil and Lubricant Products
Community Services	B21087	5/24/2021	Cocheco Street Sidewalk Fence
Community Services	B21073	5/26/2021	Residential Pay-As-You-Throw Trash Bags
Executive	B21089	5/26/2021	Broadcast System Playback Server and Controller
Executive	B21090	5/28/2021	City Hall Signage
Planning	B21088	5/28/2021	Washington Street Community Trail Crossings Improvement

Cochecho River Dredge Cell Closure Planning and Community Services staff review the capacity of the cell, and the permitting needed to close the cell. The City's Environmental Projects consultant is working to finalize the closure plan. City Planner Bird provided information to Community Services staff to assist their consultant with closure plans and costs.

Waterfront/Shoreland Stabilization/Site Preparation Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. City Planner Bird had 4 online meetings during May with staff from Horsley Witten to review the status of state and federal permitting and discuss the concept plans. City Planner Bird held online meetings on May 13st and 27th with Cathartes, the Assistant City Manager and CWDAC Chair to discuss the phase 2 concept plans and the architecture of the proposed buildings. City Planner Bird had a meeting on May 25th with the Purchasing Agent and Finance Director to review waterfront financing and a proposed change order for Horsley Witten.

Community Trail Phase III of the Community Trail work is mostly done with landscaping, fencing, trailhead building, and signage still to occur in the spring. In the spring, final paving and brickwork will be completed on Phase III. A ribbon cutting will take place in June.

For phase IV, Planning Staff received the notice to proceed with the engineering study for Phase IV of the trail which would add a trail in Bellamy Park connecting the schools to Route 155 behind some multi-family housing developments. The Council authorized the contract for Fuss and O'Neil to design the trail in this area. Staff reviewed a concept plan in September and is working with NHDOT and the consultant on different conceptual options. Staff walked one proposed route on September 23, 2020 and virtually met with NHDOT about changing location of trail route to south side of Bellamy River. Staff continues to work with the consultant and NHDOT about revising the scope and location of the proposed trail and seeing which option is worth pursuing based on available budget. Staff walked the

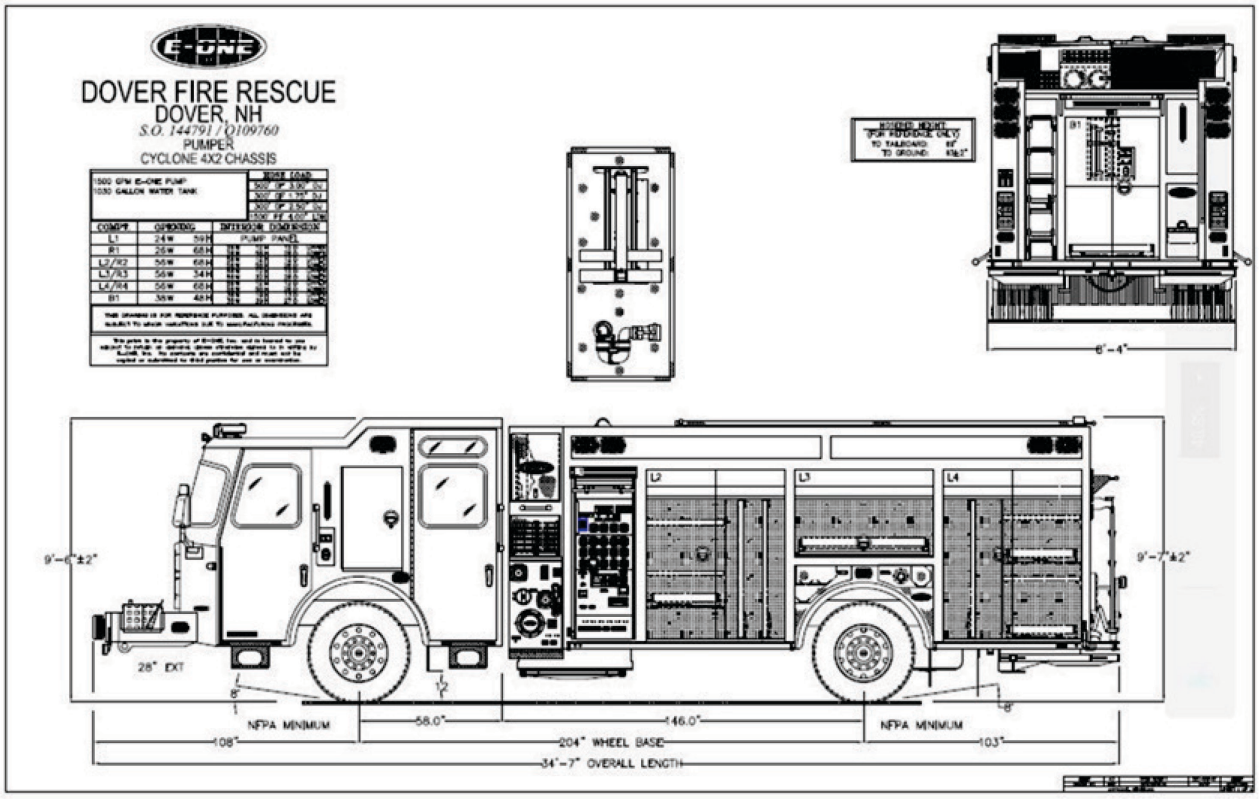
trail with NHDOT staff on February 19th and had a meeting with the consultants on revising the change order scope on February 22nd to identify the feasibility of a bridge over the Bellamy River near Bellamy Park. The Consultants are currently revising a change-order proposal for staff's review. The change order will go before the Council in late June. NHDOT hadn't finished their review in May.

Staff submitted for TAP Round 4 funding to add additional funding and be able to afford the preferred route for Phase IV of the trail which would require building a bridge over the Bellamy River in Bellamy Park.

Conservation Funding This project is tied to the funding received through the Transfer of Development Rights Program. Currently, over $1,800,000 has been invoiced with over $1,300,000 received on those invoices.

Wayfinding The vendor arrived in Dover the last week of April to begin the installation of 91 signs. The signs include wayfinding and park identification signage. The installation occurred in late April and early May. Feedback from residents and visitors has been very positive. Staff has started a list of potential additional signs needed in the future. Media Services staff are working on an informational video.

On May 13th 2021, the new Engine committee had a pre-build meeting with EONE Company. On the committee was Chief Haas, Assistant Chief Spainhower, Captain Brown, Lieutenant Croteau, Firefighter/Paramedic McLean, Firefighter/AEMT Staiti and Department Mechanic Duquette. It this meeting the final engineering design for the custom-built engine was solidified and signed off on. The vehicle will enter the production cycle and a build cycle of 12 months. EONE must order everything that goes into that vehicle including the motor, transmission, fire pump, steering gear, brake system, cooling system, just to name a few of the components that go into the build of this vehicle that is anticipated to last 20 years.



Office of Information Technology continues to work with financial vendor to streamline publicly-available financial information to support transparency initiative. Finance Department is waiting on School department FY22 budget in order to complete this work.

The Assistant City Manager worked with Finance and Community Services staff to pull together projects to submit for consideration for infrastructure funding through the American Rescue Plan Act of 2021. Projects must be shovel ready and should focus on transportation. A list of 8 projects was created and submitted to Senator Shaheen's office.

Passport application processing fees provide a continuing source of revenue for the library. Staff resumed accepting Passport Applications in mid-May and have accepted a total of 5.

A consultant for the Library Roof Design has been chosen and will begin work in June.

City of Dover

Arena - General Fund
Revenue & Expenditure Report
(Including Arena Debt Service attributed to the General Fund)
May 31, 2021

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Available
Revenue	1,177,650	18,857	782,856	66.5	394,794	0	394,794	33.5
Expenditures	964,263	63,917	775,952	80.5	188,311	106,722	81,588	8.5
Debt Service								
Principal	205,000	0	0	-	205,000	0	205,000	100.0
Interest	8,388	0	0	-	8,388	0	8,388	100.0
	0	**(45,060)**	**6,904**	**(14)**	**(6,904)**	**(106,722)**	**99,818**	**(175)**

City of Dover

Expenditures of Major Funds
May 31, 2021
(General Fund Includes County, School and Debt Service)

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Available
EXPENDITURES								
1000 General Fund								
City Council	$ 481,609	$ 11,938	$ 388,656	81.0%	$ 92,953	$ 78,594	$ 14,359	3.0%
Executive	1,828,923	141,979	1,436,173	79.0	392,750	163,914	228,836	12.5
Finance	2,182,771	158,057	1,882,811	86.0	299,960	136,734	163,226	7.5
Planning	809,229	57,795	677,926	84.0	131,303	65,766	65,537	8.1
Misc General Government	1,006,788	122,135	765,181	76.0	241,608	152,235	89,372	8.9
Police	9,870,581	657,813	8,351,807	85.0	1,518,774	597,371	921,403	9.3
Fire & Rescue	9,957,320	722,866	8,853,472	89.0	1,103,848	529,747	574,101	5.8
Community Service Public Works	8,574,018	309,407	4,903,539	57.0	3,670,479	2,271,480	1,398,998	16.3
Recreation	2,526,883	165,606	1,965,133	78.0	561,750	231,299	330,451	13.1
Public Library	1,562,013	101,981	1,246,762	80.0	315,251	105,115	210,136	13.5
Public Welfare	805,767	24,461	321,841	40.0	483,926	18,740	465,185	57.7
Debt Service	6,208,772	1,520,590	3,724,869	60.0	2,483,903	2,509,355	(25,452)	(0.4)
Other Financing Sources/Uses	3,714,003	136,123	3,577,880	96.0	136,123	-	136,123	3.7
School	66,811,056	5,425,956	50,505,100	76.0	16,305,956	14,617,532	1,688,424	2.5
Intergovernmental	9,562,961	-	9,562,961	100.0	-	-	-	0.0
Sub-total : 1000 General Fund	$ 125,902,694	$ 9,556,706	$ 98,164,110	78.0%	$ 27,738,584	$ 21,477,883	$ 6,260,701	5.0%
3213 Parking Activity Fund								
Police	$ 1,306,351	$ 58,748	$ 585,930	45.0%	$ 720,421	$ 102,536	$ 617,885	47.3%
Sub-total : 3213 Parking Activity Fund	$ 1,306,351	$ 58,748	$ 585,930	44.9%	$ 720,421	$ 102,536	$ 617,885	47.3%
3320 Residential Solid Waste Fund								
Community Service Public Works	$ 1,827,982	$ 82,959	$ 1,367,617	75.0%	$ 460,365	$ 360,477	$ 99,888	5.5%
Sub-total : 3320 Residential Solid Waste Fund	$ 1,827,982	$ 82,959	$ 1,367,617	74.8%	$ 460,365	$ 360,477	$ 99,888	5.5%
3381 McConnell Center Fund								
Recreation	$ 866,434	$ 39,345	$ 403,619	47.0%	$ 462,815	$ 427,448	$ 35,367	4.1%
Sub-total : 3381 McConnell Center Fund	$ 866,434	$ 39,345	$ 403,619	46.6%	$ 462,815	$ 427,448	$ 35,367	4.1%
3410 Recreation Special Revenue Fund								
Recreation	$ 461,920	$ 5,828	$ 76,469	17.0%	$ 385,451	$ 13,644	$ 371,807	80.5%
Sub-total : 3410 Recreation Special Revenue Fund	$ 461,920	$ 5,828	$ 76,469	16.6%	$ 385,451	$ 13,644	$ 371,807	80.5%
5300 Water Fund								
Community Service Public Works	$ 6,115,593	$ 325,218	$ 4,196,367	69.0%	$ 1,919,225	$ 546,173	$ 1,373,052	22.5%
Sub-total : 5300 Water Fund	$ 6,115,593	$ 325,218	$ 4,196,367	68.6%	$ 1,919,225	$ 546,173	$ 1,373,052	22.5%
5320 Sewer Fund								
Community Service Public Works	$ 8,840,505	$ 720,081	$ 6,437,653	73.0%	$ 2,402,851	$ 647,397	$ 1,755,454	19.9%
Sub-total : 5320 Sewer Fund	$ 8,840,505	$ 720,081	$ 6,437,653	72.8%	$ 2,402,851	$ 647,397	$ 1,755,454	19.9%
6100 Dovernet Fund								
Other Financing Sources/Uses	$ 1,669,358	$ 66,618	$ 904,233	54.0%	$ 765,124	$ 373,298	$ 391,826	23.5%
Sub-total : 6100 Dovernet Fund	$ 1,669,358	$ 66,618	$ 904,233	54.2%	$ 765,124	$ 373,298	$ 391,826	23.5%
Total : EXPENDITURES	$ 146,990,836	$ 10,855,503	$ 112,135,998	76.3%	$ 34,854,838	$ 23,948,857	$ 10,905,981	7.4%

City of Dover

Revenues of Major Funds
May 31, 2021
(General Fund Includes Property Taxes and Education Revenues)

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Uncollected
REVENUES								
1000 General Fund								
Taxes	$ 94,224,272	36,047,492	87,322,818	93.0%	$ 6,901,454	$ -	$ 6,901,454	(7.3)%
Licenses & Permits	6,734,924	627,222	6,467,555	96.0	267,369	-	267,369	4.0
Intergovernmental	2,786,650	122,783	2,693,264	97.0	93,386	-	93,386	3.4
Charges for Services	4,385,373	332,041	3,637,805	83.0	747,568	(22,776)	770,345	17.6
Miscellaneous Revenue	359,440	13,961	761,524	212.0	(402,084)	(3,988)	(398,096)	(110.8)
Education	16,803,088	15,014	16,128,176	96.0	674,912	-	674,912	4.0
Operating Transfers In	439,047	-	-	0.0	439,047	-	439,047	100.0
Other Financing Sources	169,900	100,000	100,000	59.0	69,900	-	69,900	41.1
Sub-total : 1000 General Fund	$ 125,902,694	37,258,512	117,111,142	93.0%	$ 8,791,552	$ (26,764)	$ 8,818,317	7.0%
3213 Parking Activity Fund								
Licenses & Permits	$ 210,000	16,067	244,843	117.0%	(34,843)	$ -	$ (34,843)	(16.6)%
Parking Income	891,351	56,812	601,264	67.0%	290,087	-	290,087	32.5%
Parking Fines	205,000	11,755	148,815	73.0%	56,185	-	56,185	27.4%
Other Financing Sources	0	-	-	0.0	-	-	0	0.0
Sub-total : 3213 Parking Activity Fund	$ 1,306,351	84,634	994,922	76.0%	$ 311,429	$ -	$ 311,429	23.8%
3320 Residential Solid Waste Fund								
Intergovernmental	$ 12,666	-	-	0.0%	$ 12,666	$ -	$ 12,666	100.0%
Charges for Services	1,746,315	137,165	1,519,794	87.0%	226,521	-	226,521	13.0%
Miscellaneous Revenue	0	41	3,183	0.0	(3,183)	-	(3,183)	0.0
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3320 Residential Solid Waste	$ 1,758,981	137,206	1,522,977	87.0%	$ 236,004	$ -	$ 236,004	13.4%
3381 McConnell Center Fund								
Miscellaneous Revenue	$ 734,830	57,799	629,545	86.0%	$ 105,285	$ -	$ 105,285	14.3%
Operating Transfers In	131,604	9,753	107,278	82.0	24,326	-	24,326	18.5
Sub-total : 3381 McConnell Center	$ 866,434	67,552	736,824	85.0%	$ 129,610	$ -	$ 129,610	15.0%
3410 Recreation Special Revenue Fund								
Charges for Services	$ 430,420	11,401	79,267	18.0%	$ 351,153	$ -	$ 351,153	81.6%
Miscellaneous Revenue	11,500	90	5,647	0.5	$ 5,853	-	5,853	50.9
Operating Transfers In	20,000	-	-	0.0	20,000	-	20,000	100.0
Other Financing Sources	-	-	-	0.0	0	-	0	0.0
Sub-total : 3410 Recreation Special Revenue Fund	$ 461,920	11,491	84,914	18.0%	$ 377,006	$ -	$ 377,006	81.6%
5300 Water Fund								
Intergovernmental	$ 2,500	-	-	0.0%	$ 2,500	$ -	$ 2,500	100.0%
Charges for Services	5,799,106	483,457	5,203,531	0.9	$ 595,575	-	595,575	10.3
Miscellaneous Revenue	70,500	7,923	102,484	1.5	$ (31,984)	-	(31,984)	(45.4)
Other Financing Sources	87,500	-	-	0.0	87,500	-	87,500	100.0
Sub-total : 5300 Water Fund	$ 5,959,606	491,380	5,306,015	89.0%	$ 653,591	$ -	$ 653,591	11.0%
5320 Sewer Fund								
Intergovernmental	$ 30,187	-	13,854	46.0%	$ 16,333	$ -	$ 16,333	54.1%
Charges for Services	8,055,342	971,134	7,431,897	92.0	623,445	-	623,445	7.7
Miscellaneous Revenue	57,000	13,545	95,967	168.0	(38,967)	-	(38,967)	(68.4)
Other Financing Sources	520,992	-	-	0.0	520,992	-	520,992	100.0
Sub-total : 5320 Sewer Fund	$ 8,663,521	984,679	7,541,718	87.0%	$ 1,121,803	$ -	$ 1,121,803	12.9%
6100 Dovernet Fund								
Charges for Services	$ 1,054,265	87,841.59	966,472	92.0%	$ 87,793	$ -	$ 87,793	8.3%
Miscellaneous Revenue	25,000	-	25,000	1.0	$ -	-	-	0.0
Operating Transfers In	84,485	-	-	0.0	84,485	-	84,485	100.0
Other Financing Sources	-	-	-	0.0	0	-	0	0.0
Sub-total : 6100 Dovernet Fund	$ 1,163,750	87,842	991,472	85.0%	$ 172,278	$ -	$ 172,278	14.8%
Total : REVENUES	$ 146,083,257	39,123,294	134,289,984	92.0%	$ 11,793,273	$ (26,764)	$ 11,820,037	8.1%

5. Workforce Focused Outcomes

"CONTINUE TO RECRUIT, RETAIN AND SUPPORT TRAINING OF EMPLOYEES AND VOLUNTEERS NECESSARY TO FULFILL SERVICE DELIVERY NEEDS OF COMMUNITY."

Employee Anniversaries –June, 2021

Employee Name	Division	Years of Service
Bortz, Brian D	Police	32
Crowley, Leon E	Public Works	32
Shepherd, Richard W	Police	26
Young, Melissa A	Police	26
Legere, Ann M	Finance	23
Johnstone, Allan	WWTP	22
Moore, Michael T	Public Works	22
Powers, Arnold S	WWTP	22
Speidel, Marn E	Police	22
Vermette, Raymond A Jr	WWTP	22
Langley, Donna L	Finance	20
Dove, Annie L	Executive	18
Driscoll, Brendan C	Fire	16
Anderson, Nancy T	Library	14
Lang, Paul E	FG	12
Downs, Robert	Fire	10
Duquette, David	Fire	10
Reynolds, Alexander J	Fire	10
Boese, Kelsey M	Recreation	9
Blackden, Vickie L	Finance	7
Staiti, Thomas M Jr	Fire	6
Amy, Reid	Executive	5
Clement, Lynne M	Executive	4
Barham, Michael W	Public Works	3
Granger, Melissa E	Police	3
Lockhardt, Michael A Jr	Executive	3
Wyatt, Joshua M	Executive	2
Lane, Chelsea	Police	1
Pexton, Olivia	Library	1

MAY SEPARATIONS: 08

1 Community Services
1 Finance
2 Police
4 Recreation

MAY NEW HIRES: 06

1 Community Services
1 Planning
4 Recreation

Jimmy Casey, WWTF Lab Technician, attended the Operation of Wastewater Treatment Plants course sponsored by California State University. This is a five-month virtual course.

Casey Mitchell, WWTF Operator I, attended the Lead and Copper; New Regulations and Control course sponsored by the Granite State Rural Water Association. This course was held virtually.

Joe Boucher, Public Works Supervisor, attended the Preparing For and Responding to Customer Water Complaints course sponsored by the New England Water Works Association. This course was held virtually.

Casey Mitchell, WWTF Operator I, attended the USA Blue Book Lagoons: Managing the Waterfront course sponsored by the Granite State Rural Water Association. This course was held virtually.

Joe Boucher, Public Works Supervisor, Casey Mitchell, WWTF Operator I, and Bill Purpura, Inventory Coordinator, attended the Diesel Fuel: A Deeper Dive course sponsored by the Granite State Rural Water Association. This course was held virtually.

Casey Mitchell, WWTF Operator I, attended the Basic Safety for Water/Wastewater Operators course sponsored by the Granite State Rural Water Association. This course was held virtually.

Gretchen Young, Environmental Projects Manager, attended the 31st Annual Nonpoint Source Conference sponsored by the New England Interstate Water Pollution Control Commission. This three day conference was held virtually.

Congratulations to Michael Ryan for achieving the classification of Engineer.

Dover Fire & Rescue is proud to announce the reclassification of Firefighter Michael Ryan to Engineer. Engineer Ryan recently completed an extensive examination process in which he demonstrated a level of excellence in his knowledge, skills and abilities in areas of apparatus pumping & vehicle systems operations, tools & equipment operations and inventory, theory of hydraulics, water supply, water distribution, and related standard operating guidelines.

Dover Fire & Rescue conducting the Engineer practical evolution portion of the Engineer re-classification examination. Thank you to Community Services for allowing Dover Fire & Rescue to use their French Cross Road water treatment facility.

Dover Fire & Rescue conducted a testing process for the reclassification of Engineer. Firefighters who have completed the Engineer testing process demonstrate excellence in their knowledge, skills, and abilities as a fire apparatus operator. Although Dover Fire & Rescue holds its personnel to high standards in apparatus operations, becoming an Engineer requires personnel to exceed the department's already high standards and to maintain an advanced level of excellence. Three Engineers are assigned to each of Dover Fire & Rescue's four shifts. Engineers take on additional responsibilities such as assuring apparatus, tools & equipment remain in a constant state of readiness, and train new firefighters on apparatus operations.

Dover Fire & Rescue Engineer candidate (right) drafting from a portable water tank during the Engineer practical exam.

City Planner Benton and the Assistant City Manager attended the American Planning Association's National Planning Conference which was held virtually in May.

The Planning Department welcomed Amanda Nolan who began the role of Assistant City Planner/Zoning Administrator on May 12th. Her major responsibilities include staffing the Zoning Board of Adjustment and code enforcement.

Planning and Community Development staff received training on building equity into planning, as part of ongoing training about addressing the needs of a underrepresented stakeholders. This training originally developed with Strafford Regional Planning, was shared at a staff meeting for all Planning staff.

Ed Wentworth, author of several books on Dover history, has volunteered at the Dover Public Library for over 20 years. During that time, he has dedicated himself to an immense task, indexing obituaries in the Foster's Daily Democrat spanning the years from 1894 to the present time. He has looked at all the pages of all the Foster's Daily Democrat and all the Foster's Weekly Democrat, over 800 reels of microfilm. This week Ed completed his task and has graciously agreed to continue on with the Dover Enquirer microfilm. Only another 72 years of microfilm to go, Ed!

Library staff members attended the following webinars, classes & virtual conferences:

Customers Without Masks—WebJunction

Design Thinking for Libraries

Census Data for Librarians

Passive Programming That Pulls Them In by Niche Academy

Hidden Spaces and Earthly Places: Forging the Online Trail

Granite State Home Schoolers

In May, Professional Standards conducted two individual written tests and eleven oral board interviews for the position of Police Officer. Of those eleven, two candidates moved forward to the background investigation for further consideration. One of those candidates is a certified officer from Massachusetts, while the other candidate is not certified and would be required to attend the 16-week police academy.

Dispatcher Rich Shepherd

On May 28th a conditional job offer was given to another candidate. This candidate began his hiring process and should he successfully complete his medical exam, psychological screening and his polygraph exam he will be hired for the next 16-week police academy class in August.In May, the Great Bay Community College Police Testing Alliance held their regional police exam, which will provide the department with another pool of police officer candidates for consideration.

On May 26, 2021, Dispatcher Rich Shepherd retired after nearly 26 years of service with the Communications Bureau.

Also in May, Assistant Communications Supervisor Nicole Pestana resigned to begin her career as the Emergency Management Specialist for the Town of York.

On May 11, Detective Sergeant Nadeau and Lieutenant Pettingill attended this virtual training covering the investigative protocols on child abuse and neglect. This is an annual workshop style training sponsored by the New Hampshire Attorney General's Office.

In the month of May, all sworn personnel completed the Ethics and De-escalation training.

On May 4, 2021, Sergeant Nadeau, Detective Lynch, and Officer Levin attended Intoxolyzer Operator Recertification Training. This is annual recertification course held by the State of New Hampshire here at the Dover Police Department. Most front line and support personnel are certified in the use of the intoxilyzer machine and are required to receive recertification training annually.

All new officers assigned to field training must be trained by a certified Field Training Officer. After successfully completing an internal selection process, Officers Keefe and O'Neil completed their training on May 17, 2021 and are now certified field training officers.

6. Sustainability-Focused Outcomes

"DEVELOP STRATEGIES AND IMPLEMENT PROGRAMS THAT ENCOURAGE THE EFFICIENT USE AND PRESERVATION OF NATURAL RESOURCES BY MUNICIPAL SERVICES AND THROUGHOUT THE COMMUNITY."

City Planner Benton staffed the Energy Commission meeting on May 19 and reviewed the progress the Electric Vehicle sub-committee has made. The committee voted to endorse site review amendments regarding Electric Vehicles and spoke at the Planning Board public hearing. The Energy Commission also discussed becoming a member of the Community Power Coalition.

City Planner Bird assisted the Open Lands Committee and the Community Trail Committee organize and hold a trail maintenance and clean-up effort on the Cassily parcel on May 8th.

City Planner Bird attended the online Annual Climate Summit on May 26th and 27th to hear presentations from local and state climate experts.

City Planner Bird informed the Wetland Protection Ordinance Subcommittee that the City and the SRPC were successful in securing a PREP grant to support their work and worked with SRPC on the contract administration.

City Planner Benton sent a list of streets to Community Services to possibly stripe bike-lanes or place sharrows on during this spring's striping if feasible as part of the Master Plan action items.

City Planner Bird and the Assistant City Manager reviewed suggested language for amendments to the Floodplain Development ordinance. These amendments were developed by Strafford Regional Planning and are designed to ensure the City's ordinance meets statewide requirements.

CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Conference Room**
Meeting Date: **Wednesday, June 9, 2021**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Deputy Mayor Ciotti led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Carrier, Deputy Mayor Ciotti, Councilor Cullen, Councilor Gasses, Councilor O'Connor, Councilor Shanahan, and Councilor Thibodeaux. Councilor Williams attended virtually.
Absent: Councilor O'Connor and Councilor Muffett-Lipinski
Also Present: City Manager Joyal, City Attorney Wyatt, and City Clerk Mistretta.

5. PROCLAMATIONS/AWARDS

A. JUNETEENTH DAY

Mayor Carrier read the proclamation.

6. APPROVAL OF AGENDA

Deputy Mayor Ciotti moved to approve the Agenda; seconded by Councilor Thibodeaux
Roll Call Vote: 7/0.

7. PUBLIC HEARINGS

A. ESTABLISHMENT OF SCHOOL STUDENT SERVICES CAPITAL RESERVE FUND
SPONSORED BY MAYOR CARRIER BY REQUEST

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

B. GENERAL FUND BUDGET AMENDMENT – TRANSFER FUNDS INTO SCHOOL STUDENT SERVICES CAPITAL RESERVE FUND (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
SPONSORED BY MAYOR CARRIER BY REQUEST

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

C. REPROGRAM UNEXPENDED BOND PROCEEDS FROM VARIOUS WATER FUND CAPITAL IMPROVEMENT PROJECTS (CIP) TO UPPER CENTRAL AVENUE WATER MAIN REPLACEMENT CIP PROJECT. (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.) (CITY COUNCIL VOTE TO OCCUR ON JUNE 23, 2021.)
SPONSORED BY MAYOR CARRIER BY REQUEST

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

8. CITIZEN'S FORUM

Taxpayers, Business owners, and Residents are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

Email correspondence must be directed to CityCouncil-All@dover.nh.gov, Voicemails must be left at (603) 516-6338, and written letters or correspondence must be directed to City of Dover, ATTN: City Council, 288 Central Avenue, Dover, NH 03820.
Correspondence that does not state the individual's name and Dover address shall not be placed on file with the Council public meeting record.

Lina Shayo, 9 Florence Street, Racial Equity and Inclusion Co-Chairperson: She spoke in favor of Item #12.C.1.

Anthony McManus, 3 Renaud Avenue: He spoke in favor if Item #12.C.1.

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

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing. He spoke about COVID-19 and the Dover CARES program. He spoke about a letter he received from the NH State Representatives regarding updating Dover's ward boundaries.
Deputy Mayor Ciotti moved to accept the City Manager's Report; seconded by Councilor Cullen
Roll Call Vote: 7/0.

10. APPROVAL OF MINUTES

A. May 26, 2021 – Regular Meeting
B. June 2, 2021 – Workshop Session
C. June 2, 2021 – Special Meeting

Councilor Cullen referred to the June 2, 2021 Special Meeting, bottom of Page 1, and said the number should be $108,297. He referred to the May 26, 2021 Regular Meeting and asked to have the following sentence added: "The School District is expected to have a surplus."
Deputy Mayor Ciotti moved to approve the Minutes as amended; seconded by Councilor Thibodeaux
Roll Call Vote: 7/0.

11. MAYOR'S REPORT

Mayor Carrier listed the events he attended: Community Trail Dedication, Memorial Day Service, Mental Health Alliance meeting, Greater Dover Chamber of Commerce's Annual Awards Gala, Equity Commission meeting, and the Dover 400th Lecture Series regarding railroads. He recognized retiring Rochester Mayor Caroline McCarley. He spoke about a High Road Restaurant Job Fair to be held on June 15, 2021.
Deputy Mayor Ciotti moved to accept the Mayor's Report; seconded by Councilor Thibodeaux.
Roll Call Vote: 7/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. PROMULGATION OF A LAND ACKNOWLEDGEMENT FOR DOVER (TO BE REMOVED FROM THE TABLE)
SPONSORED BY COUNCILOR SHANAHAN

Deputy Mayor Ciotti moved to remove from the table; seconded by Councilor Shanahan.
Roll Call Vote: 7/0.
Councilor Shanahan moved to substitute the Resolution as a whole; seconded by Deputy Mayor Carrier.
Roll Call vote: 7/0.
Councilor Shanahan gave an overview of the Resolution to the Council.
Councilor Cullen moved to amend the Resolution to remove the word “unceded” in the Now, Therefore; seconded by Deputy Mayor Ciotti.
Roll Call Vote: 1/6; Failed. Councilor Cullen voted in favor.
Deputy Mayor Ciotti moved for the adoption of the substituted Resolution; seconded by Councilor Shanahan.
Roll Call Vote: 6/1; Passed. Councilor Cullen was opposed.

2. ESTABLISHMENT OF SCHOOL STUDENT SERVICES CAPITAL RESERVE FUND
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
Business Administrator Limanni gave an overview of the Resolution to the Council.
Councilor Cullen asked why this wasn’t a surplus revenue.
Business Administrator Limanni explained that it was part of the appropriation amount and not surplus revenue.
Councilor Cullen asked about the COVID funding amount.
Business Administrator Limanni did not have a final number at this time.
Deputy Mayor Ciotti
Business Administrator Limanni talked about the projects they are looking at addressing.
Roll Call Vote: 7/0.

3. **GENERAL FUND BUDGET AMENDMENT – TRANSFER FUNDS INTO SCHOOL STUDENT SERVICES CAPITAL RESERVE FUND**
   (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
   SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 7/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **B21072 2021-2022 VARIOUS CHEMICALS**
   SPONSORED BY MAYOR CARRIER BY REQUEST

2. **B21079 CATCH BASIN CLEANING SERVICES**
   SPONSORED BY MAYOR CARRIER BY REQUEST

3. **B21083 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**
   SPONSORED BY MAYOR CARRIER BY REQUEST

4. **B21084 CURBSIDE WEED CONTROL SERVICES**
   SPONSORED BY MAYOR CARRIER BY REQUEST

5. **ADDITIONAL SCOPE OF WORK FOR DREDGE CELL CLOSURE - GEOINSIGHT INC**
   SPONSORED BY MAYOR CARRIER BY REQUEST

6. **AUTHORIZATION TO PURCHASE ROTARY LOBE PUMPS FOR THE WWTF**
   SPONSORED BY MAYOR CARRIER BY REQUEST

7. **ENVIRONMENTAL PROJECTS CONSULTING SERVICES - PESCHEL CONSULTING LLC**
   SPONSORED BY MAYOR CARRIER BY REQUEST

8. **TIRE AND ELECTRONICS RECYCLING SERVICES**
   SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

1. School Board
2. **Planning Board**
3. Appointments Committee
4. Arena Commission
5. **Arts Commission**
6. Conservation Commission
7. Downtown TIF Advisory Board
8. **Energy Commission**
9. Heritage Commission
10. Legislative Liaison
11. Library Board of Trustees
12. McConnell Center Advisory Committee
13. Ordinance Committee
14. Parking Commission
15. Pool Advisory Committee
16. Racial Equity and Inclusion Ad-Hoc Committee
17. Recreation Advisory Board
18. Solid Waste Advisory Commission
19. Stormwater and Flood Resilience Funding Ad-Hoc Committee
20. Transportation Advisory Commission
21. Waterfront TIF Advisory Board
22. City Council / School Board Collaborative Committee
23. Joint Building Committee – Dover High School and Regional Career Technical Center
24. COAST
25. Cocheco Waterfront Development Advisory Committee
26. Dover Main Street
27. Strafford Regional Planning Commission

Deputy Mayor Ciotti moved for the adoption of the Consent Calendar; seconded by Councilor Thibodeaux.
Mayor Carrier asked the Council if they had items they would like pulled for further discussion.
Councilor Cullen pulled Item #13.A.4.
Mayor Carrier pulled Item #13.A.5.
Roll Call Vote: 7/0.

Deputy Mayor Ciotti moved for the adoption of Item #13.A.4.; seconded by Councilor Thibodeaux.
Community Services Director Storer gave an overview of the Resolution to the Council.
Roll Call Vote: 6/1; Passed. Councilor Cullen was opposed.

Deputy Mayor Ciotti moved for the adoption of Item #13.A.5.; seconded by Councilor Shanahan.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 7/0.

Deputy Mayor Ciotti gave an overview of the Planning Board Report to the Council.

Councilor Shanahan gave an overview of the Arts Commission Report to the Council.
Mayor Carrier asked for a roll call vote to show support to the Arts Commission.
Roll Call Vote: 7/0.

Councilor Thibodeaux gave an overview of the Energy Commission Report to the Council.

B. RESOLUTIONS

1. **REQUEST FOR PUBLIC BODIES OF THE CITY OF DOVER TO RETURN TO NORMAL MEETING PROCEDURES**
   SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 7/0.

2. **B15060 ADDITIONAL SCOPE OF WORK FOR THE COCHECHO WATERFRONT DEVELOPMENT PROJECT - HORSLEY WITTEN GROUP, INC.**
   SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 7/0.

3. **B21001 ROCK SALT & SOLAR SALT COOPERATIVE PURCHASE, YEAR 2**
   SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 7/0.

4. **FISCAL YEAR 2021 TRANSFER OF APPROPRIATIONS – GENERAL FUND**
   SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Thibodeaux.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 7/0.

5. **FISCAL YEAR 2021 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS**
   (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
   (TO BE REFERRED TO A PUBLIC HEARING ON JUNE 23, 2021.)
   SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved to refer to a public hearing on June 23, 2021; seconded by Councilor Thibodeaux.
Roll Call Vote: 7/0.

6. AUTHORIZATION TO ACCEPT AND EXPEND THE AMERICAN RESCUE PLAN ACT GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.) (TO BE REFERRED TO A PUBLIC HEARING ON JUNE 23, 2021.)
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved to refer to a public hearing on June 23, 2021; seconded by Councilor Thibodeaux.
Roll Call Vote: 7/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Deputy Mayor Ciotti recognized everyone who worked at the Dover COVID vaccine site.

16. ADJOURN

Councilor Gasses moved to adjourn; seconded by Councilor Thibodeaux.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2021.05.26 – 085**

Resolution Re: Reprogram Unexpended Bond Proceeds from Various Water Fund CIP Projects to Upper Central Avenue Water Main Replacement CIP Project

WHEREAS: On an annual basis the City Council adopts the Capital Improvements Program (CIP), which includes the Debt Financing authorization for certain CIP projects; and

WHEREAS: The City has identified the immediate need for additional funding for the Upper Central Avenue Water Main Replacement CIP Project, as the adopted CIP appropriation is $825,000.00 for the project and based upon bid response of $2,307,450.00 for the project, the additional amount of $1,482,450.00 is required; and

WHEREAS: There is $591,178.04 of unexpended bond proceeds from the Spur Road Water Main replacement project as it was completed under budget. There is $23,710.00 of unexpended bond proceeds from the Elm Street Area Water Main replacement project. There is $43,708.46 of unexpended bond proceeds from the Keating/Birchwood Water Main replacement project. There is $179,366.75 of unexpended bond proceeds from the Spaulding Turnpike Water Main replacement; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT: The amount of $1,768,450.00 of unexpended bond proceeds is hereby reprogrammed from the following Water Fund CIP Projects listed below to the Upper Central Avenue Water Main replacement project as follows:

Project Number	Project Description	Available Balance	Reprogram Adjustment	Adjusted Balance
5300.1.300.43320.4757.03554.16	Keating/Birchwood Water Main Replacement	43,708.46	(43,708.46)	0.00
5300.1.300.43320.4757.03562.17	Spur Road Water Main Replacement	591,178.04	(591,178.04)	0.00
5300.1.300.43320.4757.03584.13	Spaulding Turnpike Water Main Replacement	179,366.75	(179,366.75)	0.00
5300.1.300.43320.4757.03593.19	Elm Street Area Water Main Replacement	23,710.00	(23,710.00)	0.00
5300.1.300.43320.4757.03567.21	Littleworth Road Water Main Replacement	930,486.75	(930,486.75)	0.00
5300.1.300.43320.4757.03566.16	Upper Central Avenue Water Main Replacement	0.00	43,708.46	43,708.46
5300.1.300.43320.4757.03566.17	Upper Central Avenue Water Main Replacement	0.00	591,178.04	591,178.04
5300.1.300.43320.4757.03566.13	Upper Central Avenue Water Main Replacement	0.00	179,366.75	179,366.75
5300.1.300.43320.4757.03566.19	Upper Central Avenue Water Main Replacement	0.00	23,710.00	23,710.00
5300.1.300.43320.4757.03566.21	Upper Central Avenue Water Main Replacement	825,000.00	930,486.75	1,755,486.75
	Total Available Funding	2,593,450.00	0.00	2,593,450.00

NOTE: This resolution reprograms unexpended bond proceeds and therefore requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2021.05.26 – 085**
Resolution Re: Reprogram Unexpended Bond Proceeds from Various Water Fund CIP Projects to Upper Central Avenue Water Main Replacement CIP Project

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Sue Mistretta, City Clerk

DOCUMENT HISTORY:

First Reading Date:	05/26/2021	Public Hearing Date:	06/09/2021
Approved Date:		Effective Date:	

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2021.05.26 – 085**

Resolution Re: Reprogram Unexpended Bond Proceeds from Various Water Fund CIP Projects to Upper Central Avenue Water Main Replacement CIP Project

RESOLUTION BACKGROUND MATERIAL:

This resolution does not authorize any additional appropriation. The City Council previously authorized the appropriation for the various Water Fund CIP projects being reprogramed to the Upper Central Avenue Water Main Replacement project. This resolution does not authorize an increase in the indebtedness of the City. The City Council previously authorized debt financing the identified projects.

On December 14, 2011 the City Council adopted the FY13 Capital Improvements Plan (CIP) Authorization for bonding, which included $500,000.00 for the Sixth Street Water Main Loop project. $233,081.00 of the Sixth Street project funding was reprogramed to the Spaulding Turnpike Water Main Replacement project via City Council resolution adopted September 28, 2016. The Spaulding Turnpike water main project is now completed and there is $179,366.75 of unexpended bond proceeds that can be reprogrammed to another Water Fund project.

On November 12, 2014 the City Council adopted the FY16 Capital Improvements Plan (CIP) Authorization for bonding, which included $550,000.00 for the Keating/Birchwood Water Main Replacement project. The project is now completed and there is $43,708.46 of unexpended bond proceeds that can be reprogrammed to another Water Fund project.

On December 9, 2015 the City Council adopted the FY17 Capital Improvements Plan (CIP) Authorization for bonding, which included $2,200,000.00 for the Piscataqua Road Water Main Replacement project. The Piscataqua Road project funding was reprogramed to Spur Road Water Main Replacement project via City Council resolution adopted September 27, 2017. The Spur Road project is now completed and there is $591,178.04 of unexpended bond proceeds that can be reprogrammed to another Water Fund project.

On December 13, 2017 the City Council adopted the FY19 CIP Authorization for bonding, which included $1,100,000.00 for the Elm Street Area Water Main Replacement project. The project is now completed and there is $23,710.00 of unexpended bond proceeds that can be reprogrammed to another Water Fund project.

On December 11, 2019 the City Council adopted the FY21 Capital Improvements Plan (CIP) Authorization for bonding, which included $1,100.000.00 for the Littleworth Road Water Main Replacement project. The available project funding is being reprogramed to the Upper Central Avenue Water Main Replacement project so this project can be completed. The Littleworth Road Water Main project is slated in the CIP for FY2023 and an appropriate funding amount will be reflected for this project in the FY2023 CIP.

The total amount being reprogramed is $1,768,450.00, this amount, plus the $825,000 approved in the FY2021 CIP for Upper Central Avenue Water Main Replacement project will result in $2,593,450.00 being available for the Upper Central Avenue project. $2,307,450.00 will be needed for the construction contract, $100,000.00 will be for construction contingency allowance, and $186,000.00 will fund the cost for engineering firm construction oversight services.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2021.06.09 – 098**

Resolution Re: FY2021 General Fund Unassigned Fund Balance Transfers to Certain Special Revenue and Capital Project Funds to Address Fund Deficits

WHEREAS: The City Council has adopted the creation of Special Revenue Funds to account for specific sources of revenue and account for the expenditure of those revenues for said purpose; and

WHEREAS: On an annual basis the City Council adopts the City's six-year Capital Improvements Plan and in conjunction adopts appropriations for projects to be debt financed or reserved financed, with a capital project fund being created for each annual adoption of appropriations; and

WHEREAS: Due to extraordinary circumstances certain Special Revenue Funds have an existing fund deficit; and upon completion of projects within certain Capital Project funds anticipated revenues are actually less than planned resulting in fund deficits; and

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

To address the following Special Revenue and Capital Project Funds existing and projected Fiscal Year 2021 fund deficits, the following amounts are to be transferred from General Fund Unassigned Fund Balance.

			Transfer
		Fund	From
Fund	Description	Deficit	General Fund
4004	Capital Projects FY2004	(146,343)	146,343
4005	Capital Projects FY2005	(960,842)	960,842
4320	Tolend Road Landfill Closure Fund	(1,694,000)	1,694,000
	Subtotal: Transfer to Capital Project Funds		2,801,185

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 Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua M. Wyatt, City Attorney

Recorded by: Susan M. Mistretta, City Clerk

Document Created by: Finance
Document Posted on: June 17, 2021

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2021.06.09 – 098**

Resolution Re: FY2021 General Fund Unassigned Fund Balance Transfers to Certain Special Revenue and Capital Project Funds to Address Fund Deficits

DOCUMENT HISTORY:

First Reading Date:	06/09/2021	Public Hearing Date:	06/23/2021
Approved Date:		Effective Date:	

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

CITY OF DOVER

Resolution Number: **R – 2021.06.09 – 098**

Resolution Re: FY2021 General Fund Unassigned Fund Balance Transfers to Certain Special Revenue and Capital Project Funds to Address Fund Deficits

RESOLUTION BACKGROUND MATERIAL:

The Tolend Road Landfill Fund was established by City Council to track the expenditures incurred for closure and post closure maintenance of the former landfill. The City debt financed the closure costs and post closure costs had been debt financed as well. Starting in FY2017 the City began financing post closure costs through annual operating budget transfers into the Tolend Road Landfill Fund.

The EPA recently completed a Five Year Review of the landfill post closure operations, which had five specific recommendations for additional work at the former landfill including the Eastern Plume, and additional work for the Southern Plume. Two new contaminants have become a national concern for EPA and sampling is being required for these contaminants in the landfill and in the two extended plumes. The annual operations and maintenance costs that were averaging $400,000 per year for the City's obligation, dramatically increased to $600,045 in FY2019, $944,598 in FY2020 and $652,598 in FY2021. The FY2020 budget reflected an increase in the annual operating budget transfers to address the deficit created in FY2019. However, the substantial cost increase in FY2020 resulted in the Tolend Road Landfill fund deficit increasing.

A Capital Project fund is created to account for the appropriations adopted on an annual basis as part of the Capital Improvements Plan. This annual fund is put in place to account for appropriations to be debt or reserve financed consistent with the resolutions adopted by City Council. The Capital Project funds listed in this resolution are ready to be closed out as the projects have been completed, yet the funds have existing deficits. A portion of these deficits could have been created due to small balances of appropriations eligible for bonding not actually being debt financed because the related bond sale had to be sized at $5,000 whole dollar increments. The deficits may also exist because when the project expenditures to be reserve financed were incurred, a transfer from the respective capital reserve to fund an eligible expenditure may have been missed. The Finance Department has improved the accounting for capital projects by ensuring projects have a complimenting appropriation account and revenue account to ensure project expenditures are agreeing to project revenues. Internal controls have also been put in place to track projects that are reserved financed and annually track that the necessary transfers are being made from the appropriate capital reserves for eligible expenditures.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2021.06.09 – 099**
Resolution Re: Authorization to Accept and Expend American Rescue Plan Act Funds

WHEREAS: In response to the COVID-19 pandemic, the City has received notice from the United States Department of the Treasury of an award of American Rescue Plan Act (ARPA) funds in the amount of $7,535,686 to be utilized for eligible costs incurred beginning March 3, 2021 and ending December 31, 2024; and,

WHEREAS: The City has access to the first disbursement of funds representing one half of this amount, $3,767,843 with the remaining half to be made available twelve months from now; and

WHEREAS: In adhering to the requirements established by the United States Department of the Treasury and per NH RSA 31:95-b and RSA 21-P:43, authorization by the City Council to apply for, accept and expend ARPA funds for eligible COVID-19 related recovery uses is needed; and,

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

In accordance with RSA 21-P:43, the City Manager is authorized to apply for, accept and expend American Rescue Plan Act of 2021 grant funds allocated for use by the City of Dover in mitigating the impact of the COVID-19 pandemic and any funding received is hereby appropriated for said purposes.

AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible uses identified in the American Rescue Plan Act, the Purchasing Agent is hereby authorized to issue needed Purchase Orders as set forth in the duties and responsibilities of Dover Code Chapter III, Purchasing Procedures. The City Manager, or designee, is hereby authorized to contract with vendors, consistent with the Purchase Orders authority herein. The amount of this authorization shall be limited so as not to exceed available funding.

THIS RESOLUTION REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By Request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2021.06.09 – 099**
Resolution Re: Authorization to Accept and Expend American Rescue Plan Act Funds

DOCUMENT HISTORY:

First Reading Date:	06/09/2021	Public Hearing Date:	06/23/2021
Approved Date:		Effective Date:	

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2021.06.09 – 099**
Resolution Re: Authorization to Accept and Expend American Rescue Plan Act Funds

RESOLUTION BACKGROUND MATERIAL:

The recently implemented American Rescue Plan Act of 2021 has provided emergency funding to the City of Dover that is to be used to fill budgeted revenue shortfalls and respond to acute pandemic response needs including providing support for communities and populations hardest-hit by the COVID-19 crisis.

ARPA has authorized a total of $7,535,686 to be distributed to the City of Dover in two allocations over the course of 12 months for eligible costs incurred beginning March 3, 2021 and ending December 31, 2024. An initial allocation of $3,767,843 has been made available and requires authorization by the City Council to be accepted and utilized for eligible uses.

As required by ARPA, the United States Department of the Treasury has issued an Interim Final Rule that establishes eligible uses for the available funds to include:

- COVID-19 mitigation efforts related to medical expenses, behavioral healthcare, and public health and safety staffing;
- Countering negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replacing lost public sector revenue, using funding to maintain government services to the extent there is a reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors;
- Investing in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

The FY2022 Adopted Budget anticipates utilizing these grant funds to support the development of a community mental health crisis response plan and to fund public safety related expenses incurred in responding to the COVID-19 pandemic. Remaining funds will be used to replace revenues that were not able to be realized in the current and forthcoming fiscal years due to COVID-19 impacts. Should additional ARPA funds become available and/or should funds received remain otherwise unallocated, uses consistent with those required by the US Treasury rules will be considered and adhered to.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.06.23 – 100**
Resolution Re: B12040 Continuation of Existing Agreement for Miscellaneous Work Boots/Footwear with Red's Shoe Barn

WHEREAS: A Sealed Request for Bid #B12040 was issued and received for miscellaneous work boots, shoes and footwear on March 1, 2012 at 2:00 pm; and

WHEREAS: Three bid responses were received and evaluated for consideration. The City deemed the bid reply most advantageous to the City as being received from Red's Shoe Barn of Dover, NH due to store location, diverse quality product selection and a favorable discounted pricing schedule; and

WHEREAS: Community Services, Police and Fire Department personnel are all entitled, by contract, to have the City provide work-related footwear in a not-to-exceed specified annual amount; and

WHEREAS: Both the City and Red's Shoe Barn have found the "as-needed" agreement to be mutually satisfactory and financially beneficial at the 20% discounted pricing structure presently in effect and would like to continue. Total estimated expenditures for FY2021 are $15,000.00.

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 Red's Shoe Barn of Dover, NH, given the discounts provided in conjunction with bid #B12040 for as-needed miscellaneous work boots, shoes and footwear. 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	FY22 Appropriation	Balance
xxxx.1.xxx.xxxxx.4615.xxxxx.xx	Clothing and Uniforms	134,736	134,736

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.06.23 – 100**
Resolution Re: B12040 Continuation of Existing Agreement for Miscellaneous Work Boots/Footwear with Red's Shoe Barn

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.06.23 – 100**
Resolution Re: B12040 Continuation of Existing Agreement for Miscellaneous Work Boots/Footwear with Red's Shoe Barn

RESOLUTION BACKGROUND MATERIAL:

Certain City personnel are entitled to and are provided specific types of work-related footwear at the City's expense in accordance with various union contract language. Red's Shoe Barn has confirmed that they will offer the same 20% discounted pricing structure for fiscal year 7/1/2021 to 6/30/2022.

Bid Information:

A Sealed Request for Bid #B12040 was issued and received for miscellaneous work boots, shoes and footwear on March 1, 2012 at 2:00 pm.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	**Advertised:**	Yes
Invitations Mailed:	75 Emailed/3 Mailed	**Number of Responses:**	3
Warranty:	Per Manufacturer	**Terms:**	Net 15, FOB Dover
Work Bonded:	No	**Contract:**	No
Prices will hold for:	One (1) Year	**Estimated Delivery:**	As needed
Recommended Award to:	Red's Shoe Barn	**Fund:**	CS, Police, Fire
Other Approvals Required:	No	**References Checked:**	Satisfactory
Previously Worked for City:	Yes	**Reason for Council Approval:**	Waive Bid Process: Purchase exceeds $10,000.00.

B12040 Bid Documents

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.06.23 – 101**
Resolution Re: B20075 Bituminous Concrete Asphalt Picked Up – Contract Extension

WHEREAS: A sealed request for Bid #B20075 was requested and received for as-needed Bituminous Concrete Asphalt – Picked Up on May 29, 2020 at 2:30 PM. This is "Base and Hot Top" material that will be picked up by City personnel or by City authorized contractors at the vendor's location as needed; and

WHEREAS: The City received one bid reply which was reviewed for necessary qualifications, experience, skills, project understanding, approach and possession of a satisfactory record of performance, and was awarded to Brox Industries, Inc. on June 24, 2020 via council resolution R-2020.06.24-092; and

WHEREAS: Brox Industries, Inc. has offered the same contract pricing of $64.00 per ton for both Base and Hot Top for the upcoming fiscal year, it is the recommendation to extend their agreement for the period of July 1, 2021 to June 30, 2022; and

WHEREAS: Per 5-29.F Exemptions to Competitive Bidding: Purchases under extensions of contracts when the same or lower price is extended for another year or part of a year.

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 Brox Industries, Inc. for as-needed bituminous concrete asphalt at rates provided in conjunction with Bid #B20075. 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	FY22 Appropriation	Balance
1000.1.300.43121.4715.00000.00	Streets - Land Improvement	1,956,619	1,956,619

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.06.23 – 101**

Resolution Re: B20075 Bituminous Concrete Asphalt Picked Up – Contract Extension

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.06.23 – 101**
Resolution Re: B20075 Bituminous Concrete Asphalt Picked Up – Contract Extension

RESOLUTION BACKGROUND MATERIAL:

Depending upon the quantity and varying types of different up-coming city road construction or rehabilitation projects, the City will have the need to acquire bituminous concrete / asphalt on an "as needed" basis to be picked up at the asphalt manufacturing plant, either utilizing city vehicles or private contractors with whom the City has an agreement for vehicle / operator rental services.

The bituminous concrete, both top and base, must meet the most current NHDOT Standard Specifications for road construction.

Bid Information:

A sealed request for bid B20075 was requested and received for Bituminous Concrete Asphalt (Picked Up as needed) on May 29, 2020 at 2:30 pm.

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 emailed:	154	**Number of Responses:**	2
Warranty:	Per manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	Yes
Prices will hold for:	6/30/2022	**Estimated Delivery:**	As needed
Recommended Award to:	Brox Industries, Inc.	**Fund:**	Various
Other Approvals Required:	No	**References Checked:**	Satisfactory
Previously Worked for City:	Yes	**Reason for Council Approval:**	Purchase under extensions of contracts when the same or lower price is extended for another year or part of a year.

B20075 Bid Documents and Vendor List

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2021.06.23 – 102**
Resolution Re: Marketing and Purchasing Agreement with Pepsi Beverages Company

WHEREAS: The Recreation Department has negotiated an agreement with Pepsi Beverages Company (Pepsi) for a marketing and product purchasing agreement for a period of ten (10) years at the Dover Arena; and

WHEREAS: In exchange for beverage exclusivity and a ten-year agreement, Pepsi will install and maintain single serve merchandising equipment, provide annual marketing support of $1,000 per year, provide an annual support payment of $2,000 per year on an index of 600 cases of product sold, as well as incremental increases on growth tier purchases as outlined in the background section, and provide a 15% commission on all full service vending; and

WHEREAS: Per 5-28.B Competitive Bidding Purchases; Waiver. Competitive bidding may be waived by majority vote of the City Council.

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

The City Manager, or designee, is hereby authorized to enter into a ten year marketing and product purchasing agreement with Pepsi Beverages Company of Manchester, NH.

The purchasing agent is hereby authorized to issue a purchase order to Pepsi Beverages Company of Manchester, NH. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	FY22 Appropriation	Balance
1000.1.350.45149.4897.00000.00	Arena - Cost of Sales - Misc	10,000	10,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2021.06.23 – 102**
Resolution Re: Marketing and Purchasing Agreement with Pepsi Beverages Company

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2021.06.23 – 102**
Resolution Re: Marketing and Purchasing Agreement with Pepsi Beverages Company

RESOLUTION BACKGROUND MATERIAL:

The City of Dover through the Recreation Department develops agreements and contracts for suppliers of goods for resale at the Dover Ice Arena. These agreements, at times, are part of what the City uses to negotiate marketing tradeoffs for reduced priced products or financial incentives for volume purchases.

The Dover Ice Arena recently completed a ten (10) year agreement with Coca Cola Bottling Company of Northern New England for the supply of beverages for resale. This agreement was very beneficial to the Arena as it included financial incentives to maintain the exclusivity for that period of time.

Recently, the Recreation Department requested proposals from both Coca Cola Bottling Company and Pepsi Beverages Company for a full service beverage operation at the Dover Ice Arena. Both proposals were reviewed and the agreement deemed most advantageous to the City was the one offered by Pepsi Beverage Company based on a higher annual support commitment and commission on all vending sales.

With this comparison, we believe it is in the best interest of the City and the Arena budget to enter into an agreement with Pepsi Beverages Company for these products and services. The purpose of this agreement is an exclusive marketing and beverage product purchase agreement for a period of ten (10) years at the Dover Ice Arena located on Portland Avenue, Dover, New Hampshire.

Responsibilities of the Vendor: The Vendor shall perform and perform the following:

a. Install new vending equipment and maintain and repair at no cost to the City of Dover;
b. Pay $1,000 per year to the City for marketing services established at the discretion of the City of Dover;
c. Pay up to $2,000 per year on package goods purchased by the City;
d. Pay a 15% commission on all full service vending plus an addition $0.25 per case over 650 cases sold, $0.50 per case over 700 cases sold, and $0.75 per case over 750 cases sold.

Responsibilities of the City of Dover: The City of Dover shall perform the following:

a. Purchase on an exclusive basis all beverages sold at the Dover Ice Arena hereinafter listed from a Pepsi Beverages Company sales representative including all non-alcoholic beverages, carbonated or non-carbonated, naturally or artificially flavored including flavored and unflavored and /or sweetened and unsweetened mineral water, ready-to-drink iced tea / coffee items, sport drinks, energy drinks, specialty drinks and bottled water in any package or container in which such projects are sold or served by the Vendor.
b. Maintain a credit line in good standing.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2021.06.23 – 103**
Resolution Re: B21076 Crack Sealing Services

WHEREAS: A sealed Request for Bid #B21076 was solicited and received for crack sealing services on April 29, 2021 at 2:00 PM for services to commence on or after July 1, 2021 and conclude by October 31, 2021; and

WHEREAS: Two bid responses were received and reviewed for necessary qualifications, experience, skills, project understanding, approach and cost. The low bid meeting the selection criteria was submitted by Sealcoating, Inc. d/b/a Indus of Braintree, MA; and

WHEREAS: It is the recommendation to accept the proposal submitted by Sealcoating, Inc. d/b/a Indus at the rate of $3.07 per pound for day work and $3.64 per pound for night work in an amount not to exceed $50,000.00. The vendor will use Crafco Roadsaver 201, a product on the State of New Hampshire qualified products list. The vendor is listed as an approved New Hampshire Department as a NHDOT prequalified contractor.

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 Sealcoating Inc., d/b/a Indus of Braintree, MA for crack sealing services at rates provided in conjunction with bid #B21076 in an amount not to exceed $50,000.00. 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
1000.1.300.43121.4715.00000.00	Streets - Land Improvements	1,756,619.00	1,242,862.39

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By Request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2021.06.23 – 103**
Resolution Re: B21076 Crack Sealing Services

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2021.06.23 – 103**
Resolution Re: B21076 Crack Sealing Services

RESOLUTION BACKGROUND MATERIAL:

The work covered by this project consists of furnishing all labor, equipment, materials and traffic control necessary to perform all operations in connection with reshaping, cleaning and sealing of random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks where necessary.

The vendor awarded and the product used must be on the NHDOT preapproved lists for both contractors and products. Sealcoating, Inc. d/b/a Indus of Braintree, MA and the product they are proposing to use are on the NHDOT prequalified contractors list and the Sate of NH qualified products list.

Bid Information:

A sealed Request for Bid #B21076 was solicited and received for crack sealing services on April 29, 2021 at 2:00 PM.

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:	110	**Number of Responses:**	2
Warranty:	Per Manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	Yes	**Contract:**	Yes
Prices will hold for:	2021 Construction Season	**Estimated Delivery:**	As Needed
Recommended Award to:	Sealcoating Inc., d/b/a Indus	**Fund:**	2021/Streets
Other Approvals Required:	No	**References Checked:**	Satisfactory
Previously Worked for City:	Yes	**Reason for Council Approval:**	Purchase to exceed the $25,000 amount requiring Council approval subsequent to a bid solicitation.

B21076 Bid Documents and Vendor List

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2021.06.23 – 104**
Resolution Re: B21087 Cocheco Street Sidewalk Fence

WHEREAS: A Sealed Request for Proposal #B21087 was issued and received for the Cocheco Street sidewalk fence on June 15, 2021 at 2:00 PM; and

WHEREAS: The City received one cost proposal from GC/AAA Fences, Inc., which was reviewed for necessary qualifications, experience, skills, project understanding, approach and possession of a satisfactory record of performance. It is the recommendation to accept the proposal submitted by GC/AAA Fences, Inc., a vendor that the City has worked with previously, in the amount of $48,242.00.

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 GC/AAA Fences Inc. of Dover, NH to provide and install fencing along the newly reconstructed Cocheco Street sidewalk in the amount of $48,242.00. 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
4001.1.300.43150.4730.03186.01	Improvements o/t Buildings	35,000.00	4,401.87
4004.1.300.43150.4757.03191.04	Cocheco Drainage	10,000.00	4,734.63
4005.1.300.43150.4757.03180.05	Cocheco Drainage	150,000.00	52,459.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By Request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2021.06.23 – 104**
Resolution Re: B21087 Cocheco Street Sidewalk Fence

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2021.06.23 – 104**
Resolution Re: B21087 Cocheco Street Sidewalk Fence

RESOLUTION BACKGROUND MATERIAL:
The City of Dover requested bids for the purchase and installation of approximately 580 linear feet of fencing along the newly reconstructed Cocheco Street sidewalk. The fencing was specified to be an Iron World style Barcelona fence with spear top pickets, galvanized steel tubing construction, 42" tall and black powder coated by the fence manufacturer.

While there were two bids received, only one cost proposal was submitted by GC/AAA Fences, Inc. of Dover, NH. The second bid which was received from All State Fence of Lynchburg, VA declined to submit a proposal due in part to Iron World not offering pricing, additional information needed concerning the sidewalk/street/lane closure, and the frost line in NH being 60" requiring specialized equipment. Based on experience with similar projects requiring fence work, City engineering staff felt the cost proposal received by GC/AAA Fences, Inc. was reasonable and commensurate with the work required.

Bid Information:
A Sealed Request for Proposal #B21087 was issued and received for the Cocheco Street sidewalk fence on June 15, 2021 at 2:00 PM.

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 Emailed:	58	**Number of Responses:**	2 / One-No Bid
Warranty:	Per Manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	Yes
Prices will hold for:	Until complete	**Estimated Delivery:**	2021
Recommended Award to:	GC/AAA Fences Inc.	**Fund:**	CIP
Other Approvals Required:	No	**References Checked:**	Satisfactory
Previously Worked for City:	Yes	**Reason for Council Approval:**	Purchase to exceed the $25,000 amount requiring Council approval subsequent to a bid solicitation.

B21087 Bid Documents and Vendors Lists

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2021.06.23 – 105**
Resolution Re: Purchase of Zoll ZVent Portable Ventilators - Sole Source Purchase

WHEREAS: The City received a quote from Zoll Medical Corporation to purchase two ZVent Portable Ventilators and accessories in the amount of $34,330.44; and

WHEREAS: Zoll Medical Corporation is the only company that manufacturers and markets the ZVent Portable Ventilator, thereby creating a sole source purchase. In addition, this piece of equipment is the same model being used by Wentworth-Douglass Hospital; and

WHEREAS: Funds for this purchase have been made available through the CARES Act Provider Relief Fund; and

WHEREAS: Per 5-29.F Exemptions to Competitive Bidding: Sole Source purchases where the proposed purchase is manufactured or provided by only one entity.

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 Zoll Medical Corporation of Chelmsford, MA for the purchase of two ZVent Portable Ventilators and accessories in the amount of $34,330.44. 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
2245.1.220.42220.4741.02279.20.	Machinery & Equipment	39,054.29	34,188.70
1000.1.220.42220.4741.00000.00	F&R Suppression - Machinery & Equipment	50,000.00	13,852.27

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2021.06.23 – 105**
Resolution Re: Purchase of Zoll ZVent Portable Ventilators - Sole Source Purchase

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2021.06.23 – 105**
Resolution Re: Purchase of Zoll ZVent Portable Ventilators - Sole Source Purchase

RESOLUTION BACKGROUND MATERIAL:

Fire and Rescue, in accordance with Section 2 of its Strategic Plan, continues to identify infrastructure and equipment needs that require upgrades, replacement or initial purchases in order to align with the changing needs and landscape of our community healthcare system. In the current Covid-19 pandemic, the organization's lack of portable ventilators on its Advanced Life Support (ALS) ambulances was identified as a gap in our service delivery capability. Fire & Rescue is frequently called upon to provide emergency transport services from Wentworth Douglass Hospital (WDH) to acute care facilities in Boston, MA, Portland, ME, and Hanover, NH. These patients frequently require the assistance of a ventilator and to date, whenever a transport occurs from WDH, their equipment and trained staff are required to accompany the patient on what is frequently a 5 hour round trip service. Through previous grant funding, Fire & Rescue was able to equip its (2) front line ambulances with identical equipment to provide the benefits described above to all first response calls within the City of Dover. This purchase will ensure the same advanced equipment is available on all Dover Fire & Rescue ambulances, thus ensuring its availability no matter which ambulance is currently in service. 100% of the cost for this equipment will be provided by funds already received by the City of Dover through the CARES ACT Provider Relief Fund.

Bid Information:

No bid solicitation as this is a sole source purchase.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	**Advertised:**	No
Invitations Mailed:	N/A	**Number of Responses:**	N/A
Warranty:	N/A	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	No
Prices will hold for:	Until Completion	**Estimated Delivery:**	Immediately
Recommended Award to:	Zoll Medical Corporation	**Fund:**	CARES Act Provider Relief Fund
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.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2021.06.23 – 106**
Resolution Re: **Dog Warrant for Unlicensed Dogs**

WHEREAS: Dog owners are required to license their dogs by May 1st of each year; and

WHEREAS: RSA 466:14 requires that the City Clerk, within 20 days from June 20th, seek authority to issue a warrant to local law enforcement.

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

The City Clerk is hereby authorized to issue the annual dog warrant for owners who have not properly licensed their dogs to date, and to proceed with civil forfeiture proceedings as provided for by State law.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Robert Carrier By request
Approved as to Legal Form and Compliance:	Joshua Wyatt City Attorney		
Recorded by:	Susan Mistretta City Clerk		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2021.06.23 – 106**
Resolution Re: **Dog Warrant for Unlicensed Dogs**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

RSA chapter 466 contains annual time-based requirements for dog licensure. RSA 466:1 states that every owner or keeper of a dog over 4 months of age shall obtain a license, which remains in effect each year from May 1 to April 30. Failure to timely license or renew a license results in a forfeiture. *See* RSA 466:13. Within twenty days from June 20th (*i.e.*, no later than July 10, 2021), RSA 466:14 requires the City Clerk to obtain authority from the City council to issue a warrant to the appropriate local law enforcement officer to continue the annual process of collecting fees and fines for dog registrations.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.06.23 – 107**
Resolution Re: B14074 Phase II Professional Engineering Services for Water Systems Facility Upgrades, Additional Scope of Work No. 17, Underwood Engineers, Inc.

WHEREAS: A sealed Request for Qualifications (RFQ) B14074 was issued and received for Professional Engineering Services for Water Systems Facility Upgrades on July 9, 2014 at 11:00 am. Four firms replied and interviews were conducted on August 3, 2014 with representatives from all four firms. The evaluating committee recommended award to Underwood Engineers, Inc. of Portsmouth, NH as the top ranked firm for this project; and

WHEREAS: The City received Additional Scope of Work #17 in the amount of $186,000.00 for professional engineering services for the construction phase of the Central Avenue North Water Improvements project, which includes construction administration, resident project representative services, record drawings and geotechnical and soil testing; and

WHEREAS: It is the recommendation to proceed with a contract in the amount of $186,000.00 to Underwood Engineers, Inc.

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

The Purchasing Agent is hereby authorized to issue a purchase order for Additional Scope of Work #17 to Underwood Engineers, Inc. of Portsmouth, NH for professional engineering services for the construction phase of the Central Avenue North Water Improvements project, which includes construction administration, resident project representative services, record drawings and geotechnical and soil testing in the amount not to exceed $186,000.00. 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
5300.1.300.43320.4757.03550.17.	Water System Facilities Upgrade	3,414,823.88	3,033,732.20

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

Document Created by: Purchasing
Document Posted on: June 17, 2021

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.06.23 – 107**

Resolution Re: B14074 Phase II Professional Engineering Services for Water Systems Facility Upgrades, Additional Scope of Work No. 17, Underwood Engineers, Inc.

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.06.23 – 107**
Resolution Re: B14074 Phase II Professional Engineering Services for Water Systems Facility Upgrades, Additional Scope of Work No. 17, Underwood Engineers, Inc.

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested the submission of Statements of Qualifications from full service engineering firms to provide services for water system facilities upgrades including, but not limited to, eight wells and three water treatment facilities. Underwood Engineers, Inc. was selected via council approval for Phase I on November 12, 2014 and awarded Phase II in the amount of $350,300.00 on October 26, 2016 via Resolution R-2016.10.26-142.

Additional Scope of Work #1 to Phase II for $4,700 Temporary PFSA Treatment and $7,300 conceptual permanent treatment considerations Additional Scope of Work #1 total $12,000 was approved via council resolution R-2017.08.09-093. New total contract $362,300.00.

Additional Scope of Work #2 adding $210,900 additional services at Rochester Road and Bellamy was approved via council resolution R-2017.08.09-093. New total contract $573,200.00.

Additional Scope of Work #3 adding $82,100 additional services for Somersworth Interconnection was approved via council resolution R-2017.08.09-093. New total Contract $655,300.00.

Additional Scope of Work #4 adding $94,948 additional services for Washington and Main was approved via council resolution R-2017.11.08-158. New total contract $750,248.00.

Additional Scope of Work #5 adding $894,000 additional services for Contract I water transmission main and Contract III Willand Pond, Smith/Cummins Wells and Somersworth Interconnection was approved via council resolution R-2019.01.09-006. New total contract $1,644,248.00.

Additional Scope of Work #6 adding $18,400 for Portsmouth-Dover Water Interconnection. New total contract $1,662,648.00.

Additional Scope of Work #7 adding $9,400 additional services for Raw Water Transmission Main and Smith and Cummings and Willand Pond facility improvements. New total contract $1,672,048.00

Additional Scope of Work #8 adding $43,700 for engineering survey and preliminary design phase engineering services for Central Avenue North Water Improvements in the amount of $43,700 was approved via council resolution R-2020.05.13-074. New total contract $1,715,748.00.

Additional Scope of Work #9 adding $108,200 for engineering services, including survey, design, subsurface (borings & probes), permitting and bidding services for Littleworth Road Water Improvements was approved via council resolution R-2020.05.13-074. New total contract $1,823,948.00.

Additional Scope of Work #10 adding $240,000 for construction administration, resident project representative services, startup services, preparation of an operational and maintenance manual, record drawings, SRF and Trust Fund administration and compliance, and special services for water facilities improvements Phase II Contract IV – Bellamy Recharge Facility (Bid #B20039) was approved via council resolution R-2020.06.24-114. New contract total $2,063,948.00.

Additional Scope of Work #11 adding $10,000 for a Water Storage Tank Evaluation of the Garrison Hill Tank was approved via council resolution R-2020.06.24-114. New contract total $2,073,948.00.

Additional Scope of Work #12 adding $37,000 for preliminary design services at French Cross Road Water Treatment Plan and Hughes Well was approved via council resolution R-2020.06.24-114. New contract total $2,110,948.00.

Additional Scope of Work #13 adding $191,100 for professional engineering services for the construction phase, which includes construction administration, resident project representative services, record drawings and geotechnical and soil testing for Main Street and Washington Street Water Improvements approved via council resolution R-2020.09.23-155 . New contract total $2,302,048.00.

Additional Scope of Work #14 adding $86,600 for final design and bidding services for Central Avenue North Water Improvements approved via council resolution R-2020.11.18-187. The Central Avenue North Water Improvements project will replace an 1888 vintage 6-inch diameter, cast iron water main with a new 12-inch main. It will run on Central Avenue from Abbey Sawyer Memorial Drive up to Glenwood Avenue. It will significantly improve reliability and fire flow capacity and replace a 130 year old pipe.
New contract total $2,388,648.00.

Additional Scope of Work #15 adding $190,000 for the Rehabilitation of the Garrison Hill tank planned under the Phase II Water Facility Improvements and replacement of adjacent cast iron main that feeds the tank, including the preliminary design of composite elevated tank, survey, subsurface investigations and final design approved via council resolution R-2020.01.27-016. New contract total $2,578,648.00.

Additional Scope of Work #16 adding $155,000 for the survey, preliminary design of water main, subsurface and CCTV investigation, final design and bidding of the Central Avenue Urban Core (Phase I) Water Transmission project. The Central Avenue Urban Core (Phase I) will include replacement of the 16" transmission main from the railroad tracks north to, and including, Abbey Sawyer Road. The intent would be to complete the construction during 2022, in advance of the City's 400-year celebration. The final section for replacement would include Central Avenue from Silver Street to the railroad tracks, which would likely follow in 2023. In the event that there are additional grant stimulus funds coming to the City this winter/spring, there is a need to proceed expeditiously with the design phase to be shovel-ready prepared approved via council resolution R-2021.02.10-019. New contract total $2,733,648.00.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.06.23 – 107**
Resolution Re: B14074 Phase II Professional Engineering Services for Water Systems Facility Upgrades, Additional Scope of Work No. 17, Underwood Engineers, Inc.

Additional Scope of Work #17 is being requested for professional engineering services for the construction phase of the Central Avenue North Water Improvements project, which includes construction administration, resident project representative services, record drawings and geotechnical and soil testing in the amount of $186,000.00. New contract total $2,919,648.00.

Breakdown of Professional Engineering Services are as follows:

Task	**Total**
Task 6 – Construction Administration Services	$ 53,400.00
Task 7 – Resident Project Representative Services	$ 119,400.00
Task 8 – Geotechnical and Soil Testing Allowance	$ 5,000.00
Task 9 – Record Drawings	$ 8,200.00
Total	**$ 186,000.00**

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:	206	**Number of Responses:**	4
Warranty:	N/A	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	Yes
Prices will hold for:	Until Completion	**Estimated Delivery:**	2021
Recommended Award to:	Underwood Engineers, Inc.	**Fund:**	Water/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.

B14074 Bid Documents and Vendor List

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

CITY OF DOVER

Resolution Number: **R – 2021.06.23 – 108**
Resolution Re: B21010 Purchase of a New Cargo Mounted Vehicle Sewer Inspection Camera System

WHEREAS: The (HGAC) Houston-Galveston Area Council is a Municipal Government Cooperative Purchasing Program that has established several procurement contracts through public bid solicitations. One such contract is for sewer cleaning, hydro-evacuating, inspection equipment and miscellaneous services; and

WHEREAS: HGAC has awarded a contract with Aries Industries, Inc., a vendor with whom the City has worked with previously, located in Waukesha, Wisconsin, for a new cargo mounted vehicle sewer inspection camera system. The pricing and terms and conditions are extended to non-profits, counties, cities, and towns; and

WHEREAS: The City wishes to utilize this HGAC contract for the purchase of a new cargo mounted vehicle sewer inspection camera system using funds approved in the FY2021 CIP; and

WHEREAS: Per 5-29B, Exemptions to Competitive Bidding of the Dover Purchasing Procedure, the purchasing agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices, other governmental agencies or cooperative buying groups.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Aries Industries, Inc. of Waukesha, WI for a new cargo mounted vehicle sewer inspection camera system in the amount not to exceed $177,975.00. 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
5320.1.300.43250.4757.04573.07.	Sewer-Pump Station Equipment Repla	125,204.88	41,001.88
5320.1.300.43250.4757.04573.20.	Sewer-Pump Station Equipment Repla	150,000.00	150,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2021.06.23 – 108**
Resolution Re: B21010 Purchase of a New Cargo Mounted Vehicle Sewer Inspection Camera System

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.B.2.

Resolution Number: **R – 2021.06.23 – 108**
Resolution Re: B21010 Purchase of a New Cargo Mounted Vehicle Sewer Inspection Camera System

RESOLUTION BACKGROUND MATERIAL:

The (HGAC) Houston-Galveston Area Council is a Municipal Government Cooperative Purchasing Program that has established several procurement contracts through public bid solicitations. One such contract is for sewer cleaning, hydro-evacuating, inspection equipment and miscellaneous services. HGAC is a nationwide, government procurement service that allows participating members, Dover being one, access to all available contracts that have been awarded by virtue of a public competitive procurement process compliant with state statutes.

The HGAC has awarded a contract with Aries Industries, Inc., a vendor with whom the City has worked with previously, located in Waukesha, Wisconsin, for a new cargo mounted vehicle sewer inspection camera system under HGAC Contract No. SC01-21A. The pricing and terms and conditions are extended to non-profits, counties, cities, and towns. A complete description of the unit offered is provided in the link below at the total purchase price of $177,975.00.

The new cargo mounted vehicle sewer inspection camera system will be used to inspect, as well as trouble shoot any problems in the sewer and stormwater lines. This unit is a replacement to the existing 2001 unit and funds have been approved in the FY2021 CIP.

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:**	N/A
Invitations Mailed:	N/A	**Number of Responses:**	N/A
Warranty:	Per Manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	Yes
Prices will hold for:	Until Delivered	**Estimated Delivery:**	90 days from NTP
Recommended Award to:	Aries Industries, Inc.	**Fund:**	Sewer/2021 CIP
Other Approvals Required:	HGAC (received approval 6/07/21)	**References Checked:**	Yes
Previously Worked for City:	Yes	**Reason for Council Approval:**	Purchase to exceed the $25,000 amount requiring Council approval.

B21010 Vendor and Contract Documents

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2021.06.23 – 109**
Resolution Re: B21066 Stark Avenue and Downtown Area Sewer Rehabilitation Project-Phase B

WHEREAS: A sealed Request for Bid #B21066 was issued and received for the Stark Avenue and Downtown Area Sewer Rehabilitation Project-Phase B on June 9, 2021 at 2:00 PM. A mandatory pre-bid meeting was held on May 26, 2021 at 10:00 AM with six vendors in attendance; and

WHEREAS: The City received two bid replies which were reviewed for necessary experience, technical and professional qualifications, possession of a satisfactory record of performance, as well as cost. The lowest responsive and responsible bid was submitted by Insituform Technologies, LLC of Chesterfield, MO in the total base bid amount of $566,628.00; and

WHEREAS: Work includes the trenchless rehabilitation of sewer pipes and manholes in the Downtown area and Mill Street. It is the recommendation to award to Insituform Technologies, LLC as stated above contingent upon final approval by the NH Department of Environmental Services.

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

Upon receipt of approval of the NH Department of Environmental Services, the Purchasing Agent is hereby authorized to issue a purchase order to Insituform Technologies, LLC of Chesterfield, MO for the Stark Avenue and Downtown Area Sewer Rehabilitation Project-Phase B in the amount of $566,628.00. 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
5320.1.300.43250.4757.04570.19.	Sewer - Inflow & Infiltration	300,000	205,965
5320.1.300.43250.4757.04570.20.	Sewer - Inflow & Infiltration	300,000	300,000
5320.1.300.43250.4757.04570.21.	Sewer - Inflow & Infiltration	300,000	299,432

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2021.06.23 – 109**
Resolution Re: B21066 Stark Avenue and Downtown Area Sewer Rehabilitation Project-Phase B

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

CITY OF DOVER

Resolution Number: **R – 2021.06.23 – 109**
Resolution Re: B21066 Stark Avenue and Downtown Area Sewer Rehabilitation Project-Phase B

RESOLUTION BACKGROUND MATERIAL:
Work in the area of the Downtown and Mill Street includes the trenchless rehabilitation of sewer pipes and manholes. The specific work includes, but is not limited to, the removal of roots, mineral build-up and debris; the injection of grouting of cracks and leaking joints; the sealing and lining of various manhole components; and the epoxy coating of various manhole components.

The intent of the manhole rehabilitation work is to correct the observed defect and prevent future deterioration using various products and procedures and methods either singularly or in combination. The work will also correct and eliminate deficiencies that led to significant inflow & infiltration (I/I) problems where stormwater would enter the sanitary sewer and overwhelm the capacity of the system. The problem areas for I/I were previously identified via wet-weather flow monitoring, video inspection of pipes, and smoke testing.

This project will be funded in part through the New Hampshire Clean Water State Revolving Fund (NH CWSRF) loan program.

Bid Information:
A sealed Request for Bid #B21066 was issued and received for the Stark Avenue and Downtown Area Sewer Rehabilitation Project-Phase B on June 9, 2021 at 2:00 PM. A mandatory pre-bid meeting was held on May 26, 2021 at 10:00 AM with six vendors in attendance.

Award Information:
A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution. Approval is also required by the NH Department of Environmental Services prior to award of the Contract.

Purchasing Information:

Type:	Purchase Order	**Advertised:**	Yes
Invitations Mailed:	416	**Number of Responses:**	2
Warranty:	Per Manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	Yes	**Contract:**	Yes
Prices will hold for:	Until Completed	**Estimated Delivery:**	2021
Recommended Award to:	Insituform Technologies, LLC	**Fund:**	CIP/Sewer
Other Approvals Required:	Yes, NHDES	**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.

B21066 Bid Documents and Vendor List

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2021.06.23 – 110**
Resolution Re: B21067 Central Avenue North Water Improvements

WHEREAS: A sealed Request for Bid #B21067 was issued and received for the Central Avenue North Water Improvements project on May 13, 2021 at 2:00 PM. A mandatory pre-bid meeting was held on April 27, 2021 at 9:00 AM with seven vendors in attendance; and

WHEREAS: The City received three bid replies which were reviewed for necessary experience, technical and professional qualifications, possession of a satisfactory record of performance, as well as cost. The lowest responsive and responsible bid was submitted by N. Granese & Sons, Inc. of Salem, NH in the base bid amount of $2,171,400.00 and Add Alternate 1 (Mill & Full Width Overlay) in the amount of $136,050.00 for a total base bid with Add Alternate 1 in the amount of $2,307,450.00; and

WHEREAS: Work involves construction of a new 16-inch Ductile Iron water main from Glenwood Avenue to Abby Sawyer Drive and a new 12-inch Ductile Iron main from Lowell Avenue to the Wentworth Douglas Hospital. It is the recommendation to award to N. Granese & Sons, Inc. of Salem, NH as stated above.

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

Upon receipt of approval of the NH Department of Environmental Services, the Purchasing Agent is hereby authorized to issue a purchase order to N. Granese & Sons, Inc. of Salem, NH for the Central Avenue North Water Improvements project in the amount of $2,307,450.00. 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
5300.1.300.43320.4757.03566.21.	Water Main Replacement-Upper Central Ave	825,000	825,000
5300.1.300.43320.4757.03562.17.	Water Main Replacement-Spur Road	1,971,950	591,178.04
5300.1.300.43320.4757.03567.21.	Water Main Replacement-Littleworth Rd	1,100,000	1,000,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2021.06.23 – 110**
Resolution Re: B21067 Central Avenue North Water Improvements

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2021.06.23 – 110**
Resolution Re: B21067 Central Avenue North Water Improvements

RESOLUTION BACKGROUND MATERIAL:
The project involves construction of a new 16-inch Ductile Iron water main from Glenwood Avenue to Abby Sawyer Drive (approximately 2,800 feet) and a new 12-inch Ductile Iron main from Lowell Avenue to the Wentworth Douglas Hospital (approximately 400 feet). The project is intended to replace an 1880's vintage cast-iron water main that is outdated, undersized, and in critical need of repair. This serves as the critical water main feed to the northerly part of the City, including Wentworth Douglas Hospital. General work includes the following, but is not limited to: Maintenance of the existing potable water system to provide uninterrupted flow to businesses and residents wherever possible; maintenance and protection of all other utilities throughout construction; maintenance of traffic and maintenance of roadways, driveways and trenches; piping modifications where necessary to connect to existing systems; roadway and pavement restorations; and complete restoration of all properties both public and private to be performed continuously as the work progresses.

Final completion of this agreement is anticipated 180 days following notice to proceed.

Bid Information:
A sealed Request for Bid #B21067 was issued and received for the Central Avenue North Water Improvements project on May 13, 2021 at 2:00 PM. A mandatory pre-bid meeting was held on April 27, 2021 at 9:00 AM with seven vendors in attendance.

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:	416	**Number of Responses:**	3
Warranty:	Per Manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	Yes	**Contract:**	Yes
Prices will hold for:	Until Completed	**Estimated Delivery:**	2021
Recommended Award to:	N. Granese & Sons, Inc.	**Fund:**	CIP/Water
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.

B21067 Bid Documents and Vendor List

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

CITY OF DOVER

Resolution Number: **R – 2021.06.23 – 111**

Resolution Re: B21069 Consulting Design Services for the Court and Union Streets Reconstruction Project

WHEREAS: A sealed Request for Qualifications #B21069 was issued and received for Consulting Design Services for the Court and Union Streets Reconstruction Project on April 13, 2021 at 2:00 PM; and

WHEREAS: The City received four bid replies which were reviewed for necessary experience, technical and professional qualifications, understanding of project scope, approach for completing the work and commitment to project timeline, as well as possession of a satisfactory record of performance. Of the four bid replies, the selection committee identified two submissions as finalists and cost proposals were opened and reviewed; and

WHEREAS: It is the recommendation to accept the proposal deemed most advantageous to the City and with lowest offered rates submitted by Wright-Pierce of Portsmouth, NH in the base bid amount of $293,925.00. The City also requested and received a bid alternate for a metes and bounds survey of the Court Street right of way within the limits of this project in the amount of $11,446.00 for a total base bid with bid alternate in the amount of $305,371.00.

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 Wright-Pierce of Portsmouth, NH for Consulting Design Services for the Court and Union Streets Reconstruction Project in the amount not to exceed $305,371.00. 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
4022.1.300.43121.4751.03156.22	Street Reconstruction - Court/Union/Middle	4,500,000	4,500,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Sponsored by: Mayor Robert Carrier, By Request

Approved as to Legal Form and Compliance: Joshua Wyatt, City Attorney

Recorded by: Susan Mistretta, City Clerk

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2021.06.23 – 111**

Resolution Re: B21069 Consulting Design Services for the Court and Union Streets Reconstruction Project

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

CITY OF DOVER

Resolution Number: **R – 2021.06.23 – 111**
Resolution Re: B21069 Consulting Design Services for the Court and Union Streets Reconstruction Project

RESOLUTION BACKGROUND MATERIAL:

The City solicited Statements of Qualifications and requests for proposals for consulting design services for the Court and Union Streets Reconstruction Project. This primarily residential area of the City requires roadway, sidewalk and major utility evaluation and reconstruction.

The scope of work includes, but is not limited to, the survey of existing conditions showing all existing contour lines at 2-foot intervals extending at least 25 feet beyond the R.O.W., observable landmarks (i.e., edge of road, sidewalks, buildings, trees, driveways, house locations and sill elevations, manhole structures with inverts, etc.) and underground utility locations as needed to complete the design of this project; metes and bounds survey of the Court Street and Union Street right of way within the limits of this project; Court Street Infrastructure Design which includes review the City's existing Water Model and determine the required replacement main size, condition assessment for all mainline sewer, storm sewer and servicer laterals along Court Street from Central Avenue to Middle Road, and street improvements; Union Street Infrastructure Design which includes review of the City's existing Water Model and determine the required replacement main size, condition assessment for all mainline sewer, storm sewer and servicer laterals along Union Street from Central Avenue to Court Street, and street improvements; and Middle Road Infrastructure Design which includes assessment of drainage along Middle Road from Court Street to Hubbard Road and street improvements.

Additional scope of work will include the administration of neighborhood meetings to discuss and address the questions and concerns that the public may have; participate in meetings as necessary with City and State officials to complete the work; work with property owner(s) to identify any trees that may be impacted or removed; develop a final plan and profile stamped by a Professional Engineer with preliminary opinion of cost; and bid specifications, assistance and award, as well as final opinion of cost.

The timeline is to have complete design and specifications for the project for construction bidding in early 2022 with construction to be completed during the 2022/2023 construction season.

Bid Information:

A sealed Request for Qualifications #B21069 was issued and received for Consulting Design Services for the Court and Union Streets Reconstruction Project on April 13, 2021 at 2:00 PM**.**

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:	366	**Number of Responses:**	4
Warranty:	N/A	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	Yes
Prices will hold for:	Until Complete	**Estimated Delivery:**	As Needed
Recommended Award to:	Wright-Pierce	**Fund:**	Various
Other Approvals Required:	No	**References Checked:**	Satisfactory
Previously Worked for City:	Yes	**Reason for Council Approval:**	Purchase to exceed the $25,000 amount requiring Council approval subsequent to a bid solicitation.

B21069 Bid Documents and Vendor List

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2021.06.23 – 112**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and AFSCME**

WHEREAS: The City of Dover and representatives of the American Federation of State, County & Municipal Employees have been involved in negotiations for a collective bargaining agreement to supersede the Agreement expiring on June 30, 2021; 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 American Federation of State, County & Municipal Employees.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Robert Carrier By Request
Approved as to Legal Form and Compliance:	Joshua M. Wyatt City Attorney		
Recorded by:	Susan M. Mistretta City Clerk		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2021.06.23 – 112**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and AFSCME**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2021.06.23 – 112**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and AFSCME**

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with AFSCME. Discussions started on December 1, 2020 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change - AFSCME (Public Works) Tentative Agreement Cost Summary

37 members

Summary By Union	Wage Amount	Dental	Medical	Retirement	Other Fringe	Total Fringe	Wage & Fringe				
FY22 Estimate										**Change from FY22 SQ**	
AFSCME	1,767,162	20,659	562,515	248,463	196,522	1,028,158	2,795,321			$ 148,199	5.60%
FY23 Estimate								**Change from FY22 Estimate**		**Change from FY23 SQ**	
AFSCME	1,871,064	20,686	574,559	263,072	208,465	1,066,781	2,937,845	$ 142,525	5.10%	$ 235,047	8.70%
FY24 Estimate								**Change from FY23 Estimate**		**Change from FY24 SQ**	
AFSCME	1,950,250	20,714	587,015	274,205	217,509	1,099,443	3,049,692	$ 111,847	3.81%	$ 286,659	10.37%
Totals	**5,588,476**	**62,060**	**1,724,088**	**785,740**	**622,496**	**3,194,383**	**8,782,859**				

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2021.06.23 – 113**

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 expiring on June 30, 2021; 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

Approved as to Legal Form and Compliance: Joshua M. Wyatt, City Attorney

Recorded by: Susan M. Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By Request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2021.06.23 – 113**

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 Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2021.06.23 – 113**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and DPEA**

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with DPEA. Discussions started on November 24, 2020 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change - DPEA (Supervisors and Professional Employees) Tentative Agreement Cost Summary

25 members

Summary By Union	Wage Amount	Dental	Medical	Retirement	Other Fringe	Total Fringe	Wage & Fringe				
FY22 Estimate										**Change from FY22 SQ**	
DPEA	1,847,300	15,606	441,713	259,730	208,061	925,110	2,772,410			$ 99,013	3.70%
FY23 Estimate								**Change from FY22 Estimate**		**Change from FY23 SQ**	
DPEA	1,957,779	15,629	454,331	275,264	221,589	966,812	2,924,591	$ 152,181	5.49%	$ 212,416	7.83%
FY24 Estimate								**Change from FY23 Estimate**		**Change from FY24 SQ**	
DPEA	2,048,030	15,652	467,380	287,953	230,017	1,001,003	3,049,033	$ 124,442	4.26%	$ 304,408	11.09%
Totals	**5,853,110**	**46,887**	**1,363,424**	**822,947**	**659,667**	**2,892,925**	**8,746,035**				

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2021.06.23 – 114**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and DPA**

WHEREAS: The City of Dover and representatives of the Dover Police Association have been involved in negotiations for a collective bargaining agreement to supersede the Agreement expiring on June 30, 2021; 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 Police Association.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua M. Wyatt, City Attorney

Recorded by: Susan M. Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By Request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2021.06.23 – 114**
Resolution Re: **Collective Bargaining Agreement Between City of Dover and DPA**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2021.06.23 – 114**
Resolution Re: **Collective Bargaining Agreement Between City of Dover and DPA**

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with DPA. Discussions started on November 17, 2020 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change - DPA (Officers, Parking Enforcement, and Support) Tentative Agreement Cost Summary

58 members

Summary By Union	Wage Amount	Dental	Medical	Retirement	Other Fringe	Total Fringe	Wage & Fringe				
FY22 Estimate										**Change from FY22 SQ**	
DPA	3,248,867	25,392	746,441	876,070	349,753	1,997,656	5,246,523			$ 182,988	3.61%
FY23 Estimate								**Change from FY22 Estimate**		**Change from FY23 SQ**	
DPA	3,373,884	25,424	763,998	910,069	362,275	2,061,766	5,435,650	$ 189,127	3.60%	$ 261,035	5.04%
FY24 Estimate								**Change from FY23 Estimate**		**Change from FY24 SQ**	
DPA	3,491,682	25,456	782,155	941,841	371,147	2,120,600	5,612,282	$ 176,632	3.25%	$ 345,132	6.55%
Totals	**10,114,434**	**76,272**	**2,292,595**	**2,727,980**	**1,083,174**	**6,180,021**	**16,294,455**				

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.9.

Resolution Number: **R – 2021.06.23 – 115**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and IAFF Local #2909**

WHEREAS: The City of Dover and representatives of the International Association of Firefighters Local #2909 have been involved in negotiations for a collective bargaining agreement to supersede the Agreement expiring on June 30, 2021; 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 International Association of Firefighters Local #2909.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua M. Wyatt, City Attorney

Recorded by: Susan M. Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By Request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.9.

Resolution Number: **R – 2021.06.23 – 115**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and IAFF Local #2909**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.9.

Resolution Number: **R – 2021.06.23 – 115**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and IAFF Local #2909**

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with IAFF Local #2909 (DPFOA). Discussions started on October 27, 2020 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change - DPFOA (Fire Officers) Tentative Agreement Cost Summary

16 members

Summary By Union	Wage Amount	Dental	Medical	Retirement	Other Fringe	Total Fringe	Wage & Fringe				
FY22 Estimate										**Change from FY22 SQ**	
DPFOA	1,421,395	9,960	302,642	468,918	170,955	952,475	2,373,871			$ 89,141	3.90%
FY23 Estimate								**Change from FY22 Estimate**		**Change from FY23 SQ**	
DPFOA	1,485,666	9,974	310,368	490,121	181,088	991,550	2,477,216	$ 103,346	4.35%	$ 175,530	7.63%
FY24 Estimate								**Change from FY23 Estimate**		**Change from FY24 SQ**	
DPFOA	1,543,673	9,988	318,358	509,258	185,051	1,022,654	2,566,327	$ 89,111	3.60%	$ 250,882	10.84%
Totals	**4,450,734**	**29,921**	**931,368**	**1,468,297**	**537,094**	**2,966,680**	**7,417,414**				

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.10.

Resolution Number: **R – 2021.06.23 – 116**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and IAFF Local #1312**

WHEREAS: The City of Dover and representatives of the International Association of Firefighters Local #1312 have been involved in negotiations for a collective bargaining agreement to supersede the Agreement expiring on June 30, 2021; 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 International Association of Firefighters Local #1312.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua M. Wyatt, City Attorney

Recorded by: Susan M. Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By Request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.10.

Resolution Number: **R – 2021.06.23 – 116**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and IAFF Local #1312**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.10.

Resolution Number: **R – 2021.06.23 – 116**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and IAFF Local #1312**

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with IAFF Local #1312 (DPFFA). Discussions started on October 27, 2020 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change - DPFFA (Firefighters) Tentative Agreement Cost Summary

40 members

Summary By Union	Wage Amount	Dental	Medical	Retirement	Other Fringe	Total Fringe	Wage & Fringe				
FY22 Estimate										**Change from FY22 SQ**	
DPFFA	2,354,039	23,396	736,205	776,597	315,510	1,851,709	4,205,748			$ 200,564	5.01%
FY23 Estimate								**Change from FY22 Estimate**		**Change from FY23 SQ**	
DPFFA	2,499,828	23,430	757,203	824,693	323,341	1,928,667	4,428,495	$ 222,747	5.30%	$ 348,849	8.55%
FY24 Estimate								**Change from FY23 Estimate**		**Change from FY24 SQ**	
DPFFA	2,606,320	23,465	778,919	859,825	328,211	1,990,420	4,596,740	$ 168,245	3.80%	$ 427,797	10.26%
Totals	**7,460,187**	**70,291**	**2,272,327**	**2,461,116**	**967,062**	**5,770,797**	**13,230,984**				

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.11.

Resolution Number: **R – 2021.06.23 – 117**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and DPAAII**

WHEREAS: The City of Dover and representatives of the Dover Police Administrators Association have been involved in negotiations for a collective bargaining agreement to supersede the Agreement expiring on June 30, 2021; 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 Police Administrators Association.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Robert Carrier By Request
Approved as to Legal Form and Compliance:	Joshua M. Wyatt City Attorney		
Recorded by:	Susan M. Mistretta City Clerk		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.11.

Resolution Number: **R – 2021.06.23 – 117**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and DPAAII**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with DPAAII. Discussions started on December 2, 2020 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change - DPAAII (Police Administrators) Tentative Agreement Cost Summary

23 members

Summary By Union	Wage Amount	Dental	Medical	Retirement	Other Fringe	Total Fringe	Wage & Fringe				
FY22 Estimate										**Change from FY22 SQ**	
DPAAII	1,865,388	15,121	399,740	507,463	181,026	1,103,350	2,968,738			$ 96,528	3.36%
FY23 Estimate								**Change from FY22 Estimate**		**Change from FY23 SQ**	
DPAAII	1,970,424	15,143	407,131	535,990	189,192	1,147,456	3,117,880	$ 149,142	5.02%	$ 234,779	8.14%
FY24 Estimate								**Change from FY23 Estimate**		**Change from FY24 SQ**	
DPAAII	2,052,188	15,164	414,775	558,507	193,715	1,182,162	3,234,350	$ 116,470	3.74%	$ 337,608	11.65%
Totals	**5,888,000**	**45,428**	**1,221,647**	**1,601,960**	**563,932**	**3,432,967**	**9,320,967**				

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.12.

Resolution Number: **R – 2021.06.23 – 118**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and DMEA**

WHEREAS: The City of Dover and representatives of the Dover Municipal Employees Association have been involved in negotiations for a collective bargaining agreement to supersede the Agreement expiring on June 30, 2021; 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 Municipal Employees Association.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Robert Carrier By Request
Approved as to Legal Form and Compliance:	Joshua M. Wyatt City Attorney		
Recorded by:	Susan M. Mistretta City Clerk		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.12.

Resolution Number: **R – 2021.06.23 – 118**

Resolution Re: **Collective Bargaining Agreement Between City of Dover and DMEA**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does | does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with DMEA. Discussions started on November 17, 2020 bringing the contract to this point.

The summary of costs is as follows:

City of Dover

Summary of Change - DMEA (City Municipal Employees) Tentative Agreement Cost Summary

77 members

Summary By Union	Wage Amount	Dental	Medical	Retirement	Other Fringe	Total Fringe	Wage & Fringe				
FY22 Estimate										**Change from FY22 SQ**	
DMEA	3,391,853	27,581	824,195	383,250	394,412	1,629,438	5,021,291			$ 201,959	4.19%
FY23 Estimate								**Change from FY22 Estimate**		**Change from FY23 SQ**	
DMEA	3,568,024	27,618	845,986	402,989	420,335	1,696,928	5,264,952	$ 243,661	4.85%	$ 353,588	7.20%
FY24 Estimate								**Change from FY23 Estimate**		**Change from FY24 SQ**	
DMEA	3,712,163	27,656	868,522	418,983	435,980	1,751,140	5,463,303	$ 198,352	3.77%	$ 467,622	9.36%
Totals	**10,672,040**	**82,855**	**2,538,703**	**1,205,221**	**1,250,727**	**5,077,506**	**15,749,546**				

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.B.13.

Resolution Number: **R – 2021.06.23 – 119**
Resolution Re: Amendment of FY2022 Schedule of Fees to Add Parking Permit Monthly Fee for Chestnut Street Bridge

WHEREAS: The City adopted the FY2022 City of Dover Schedule of Fees on June 2, 2021, and;

WHEREAS: Parking Commission voted on May 18, 2021 to add a parking permit monthly fee for Chestnut Street Bridge, and;

WHEREAS: The City Council regulates permit fees, and;

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

The City Council authorizes changes to the Police Department Section of the approved FY2022 Schedule of Fees – Parking Permit Monthly Fees, to reflect adding the fee, as follows:

PARKING PERMIT MONTHLY FEES:

ADD:
Chestnut Street Bridge - $30.00

THIS RESOLUTION REQUIRES A PUBLIC HEARING AND 2/3 MAJORITY VOTE OF COUNCIL.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Robert Carrier By Request
Approved as to Legal Form and Compliance:	Joshua Wyatt City Attorney		
Recorded by:	Susan M. Mistretta City Clerk		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.13.

Resolution Number: **R – 2021.06.23 – 119**
Resolution Re: Amendment of FY2022 Schedule of Fees to Add Parking Permit Monthly Fee for Chestnut Street Bridge

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This is based on the May 18th vote of the Parking Commission for on-street spaces on Chestnut Street Bridge. This is in conjunction with changes being made to Vehicles and Traffic Ordinances Chapter 141.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.14.

Resolution Number: **R - 2021.06.23 – 120**

Resolution Re: Approval of One Additional Proposed Amendment to City Charter and Authorization to Submit First Addendum to Final Report to the New Hampshire Secretary of State, Attorney General, and Commissioner of the Department of Revenue Administration

WHEREAS: Pursuant to R-2020.10.28-186, the City Council requested that the Ordinance Committee review and study potential amendments to the City's Charter; and

WHEREAS: Pursuant to R-2021.05.12-073, the City Council approved and referred ten proposed charter amendment ballot questions to the three required state agencies for review; and

WHEREAS: One additional charter amendment has become necessary to pursue due to the coronavirus disease 2019 ("COVID-19") pandemic, which has significantly delayed the decennial census results needed to undertake ward boundary review and redistricting; and

WHEREAS: RSA 49-B:5, I, provides that the City Council "may determine that one or more amendments [to the City's Charter] are necessary and shall, by order, provide for notice and hearing on them".

WHEREAS: This resolution is intended to constitute the City Council's initial approval of one additional proposed amendment to the City's Charter set forth in the accompanying First Addendum to the City's Final Report on Proposed Charter Amendments, to be followed by the other statutory requisites set forth in RSA chapter 49-B.

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

For the reasons discussed in the attached First Addendum to the Final Report, the proposed Charter amendment set forth therein are found to be necessary to pursue and in the City's best interest.

AND, FURTHER BE IT RESOLVED THAT:

Within seven days following the public hearing and adoption of this resolution, the attached First Addendum to the Final Report shall be completed with the dates of the City Council's final public hearing and adoption of this resolution, and then filed with the City Clerk as provided by RSA 49-B:5, I(a), who is authorized and directed to thereafter provide a certified copy of the First Addendum to the Final Report to the New Hampshire Secretary of State, Attorney General, and Commissioner of the Department of Revenue Administration within 10 days as provided in RSA 49-B:4-a, I(b).

REQUIRES PUBLIC HEARING AFTER SEVEN DAYS PRIOR NOTICE PER RSA 49-B:5, I

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.14.

Resolution Number: **R - 2021.06.23 – 120**

Resolution Re: Approval of One Additional Proposed Amendment to City Charter and Authorization to Submit First Addendum to Final Report to the New Hampshire Secretary of State, Attorney General, and Commissioner of the Department of Revenue Administration

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua M. Wyatt, City Attorney

Recorded by: Susan M. Mistretta, City Clerk

Sponsored by: Councilor Dennis Shanahan, Councilor Fergus Cullen

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.14.

Resolution Number:	**R - 2021.06.23 – 120**
Resolution Re:	Approval of One Additional Proposed Amendment to City Charter and Authorization to Submit First Addendum to Final Report to the New Hampshire Secretary of State, Attorney General, and Commissioner of the Department of Revenue Administration

RESOLUTION BACKGROUND MATERIAL:

The City of Dover is divided into six voting wards. Every ten years, upon receipt of the federal census, those ward boundaries must be reviewed and, if necessary, adjusted to ensure proportionality and equality of population in each ward.

Currently, the City of Dover's ward boundaries are set forth in the City's Charter. Amendments to the boundaries require completing the normal charter amendment process, which by necessity usually takes several months prior to ultimate approval by voters. *See* RSA chapter 49-B.

Normally, the City receives the final census results in March of the redistricting year, which leaves time to complete the charter amendment process in time for presenting the proposed new ward boundaries during the subsequent November election. However, due to the COVID-19 pandemic, this year census results are not expected until September 2021, which leaves insufficient time to place charter amendments on the November 2021 ballot. City staff, however, project the City will likely need to adjust some ward boundaries in advance of the 2022 elections. Therefore, the City is proposing by this amendment to make its ward boundaries a function of a City ordinance approved by a supermajority of City Council, rather than a charter provision, in order to facilitate any necessary redistricting sufficiently in advance of the 2022 elections.

Several other municipalities in New Hampshire, including the Cities of Concord and Nashua, have already undertaken making ward boundaries a function of an ordinance instead of a charter provision.

CITY OF DOVER

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

FIRST ADDENDUM TO CITY OF DOVER'S FINAL REPORT ON PROPOSED CHARTER AMENDMENTS TO BE PLACED ON THE BALLOT FOR NOVEMBER 2, 2021 ELECTION

Outlined below in this First Addendum to the City of Dover's Final Report on Proposed Charter Amendments[1] is one additional proposed amendment to the City of Dover's Charter, submitted in supplement to a preceding set of proposed amendments to the City of Dover's City Charter to be placed on the ballot for the November 2, 2021 election, subject to prior approval of the State of New Hampshire Secretary of State, Attorney General, and Commissioner of Department of Revenue Administration, and final Order of the City Council upon receiving said State approvals.

The additional proposed Charter amendment and ballot question set forth below was found necessary and initially approved by vote of the Dover City Council Ordinance Committee on _____, 2021. The amendment set forth in this Final Report was also found necessary and approved by Dover City Council on _____, 2021 after a duly advertised public hearing on _____. A copy of the final resolution is attached for reference.

The text of the additional proposed ballot question, along with an explanatory summary of the purpose of the amendment, is set forth below. Certain germane changes are grouped together to form one amendment and ballot question. *See* RSA 49-B:5, I(c); RSA 49-B:6, II. Text appearing in strikethrough format (~~example~~) indicates text that is proposed to be deleted. Text appearing in underline (example) indicates new text that is proposed to be added.

Questions concerning this First Addendum to the City of Dover's Final Report can be directed to:

Susan Mistretta, City Clerk
City Clerk and Tax Collection Office, City of Dover
288 Central Avenue
Dover, NH 03820
603-516-6018
s.mistretta@dover.nh.gov

Once the amendments are ordered to be placed on the ballot by City Council, copies of this first addendum to the City's Final Report shall likewise be made available to the public in the Clerk's Office at least two weeks prior to the November 2, 2021 election, alongside and together with the Final Report itself.

Sincerely,

Robert Carrier
Mayor of the City of Dover

[1] By letter dated June 2, 2021, the City Council's Final Report was submitted to the three reviewing state agencies.

CITY OF DOVER

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

Proposed Additional Ballot Question

11. Shall the City of Dover approve the charter amendment reprinted below?

a. *Amend § C1-2 to read as follows:*

"A. The city shall be divided into six wards as presently constituted. The general laws of the state relative to wards of cities, officers thereof and voters, checklists, elections and jurors shall be applicable to such wards.

B. Ward boundaries shall divide the City of Dover into six wards of as equal population as is practicable. To achieve that goal, starting upon the issuance of the results of the 2010 census, and every 10 years thereafter upon receipt of the federal census results, the City Council shall promptly initiate review of the ward boundaries to determine if redistricting is necessary and the City Council shall enact by ordinance any necessary ~~propose~~ changes to the ward lines pursuant to § C1-3 of the City's Charter~~, through a Charter amendment pursuant to RSA Chapter 49-B,~~ in such a way that will as near as is practicable ensure the wards have equal population."

b. Amend § C1-3 to read as follows:

"If the City Council determines that ward redistricting is necessary upon receipt of the federal census results, then the City Council shall promptly undertake and enact such redistricting of ward boundaries in the form of an ordinance, which shall be approved by a two-thirds (2/3) majority vote of all elected members of the City Council after a duly advertised public hearing posted in two public places at least seven days in advance of such hearing.

"~~**Ward One** begins at the Dover/Rollinsford boundary line at Hall Street; thence following southeasterly along the Dover/Rollinsford boundary to Broadway; thence southwesterly along the center line of Broadway to the intersection with the Boston and Maine Railroad; thence southeasterly along the railroad to Central Avenue; thence southerly along the center line of Central Avenue to Washington Street; thence westerly along the center line of Washington Street to Chestnut Street; thence northerly along the center line of Chestnut Street to the Cochecho River; thence northerly along the center line of the Cochecho River to Spaulding Turnpike; thence following the center line of the Spaulding Turnpike northerly to its intersection with Glenwood Avenue; thence following the center line of Glenwood Avenue in a northeasterly direction to Central Avenue; thence crossing Central Avenue to a block line established by the 2010 Census and following said block line in an easterly direction to the Dover/Rollinsford boundary line; thence following the Dover/Rollinsford boundary line a southeasterly direction to the point of beginning.~~

~~**Ward Two** begins at Broadway and the Rollinsford/Dover boundary; thence following the Dover/Rollinsford boundary in a southeasterly direction to the confluence of the~~

~~Cochecho/Piscataqua River; thence following the center line of the confluence in a northwesterly direction to a block line established by the 2010 census; thence turning southwesterly to the intersection of Henry Law Avenue and Tennyson Avenue; thence following the center line of Tennyson Avenue in a southwesterly direction to Court Street; thence following the center line of Court Street in a northwesterly direction to Central Avenue; thence following center line of Central Avenue Street in a southwesterly direction to Silver Street; thence following the center line of Silver Street westerly to Elm Street; thence following the center line of Elm Street in a Southerly direction to Fisher Street; thence following the center line of Fisher Street in a easterly direction to Locust Street; thence following the center line of Locust Street southerly to Central Avenue; thence following the center line of Central Avenue westerly to the Spaulding Turnpike; thence following the center line of Spaulding Turnpike in a northwesterly direction to the intersection with the Boston and Maine Railroad; thence northeasterly along the railroad to center line of the Washington Street; thence following the center line of Washington Street in an easterly direction to the Community Trail; thence following the center line of Community Trail northerly to the center line of the Cochecho River; thence following the center line of the Cochecho River in an easterly direction to Chestnut Street; thence following along the center line of Chestnut Street northerly to Washington Street; thence following the center line of Washington Street easterly to Central Avenue; thence following the center line of Central Avenue northerly to the Boston and Maine Railroad line; thence following the Boston and Maine railroad line northeasterly to the intersection of Broadway; thence following the center line of Broadway in a northeasterly direction to the point of beginning.~~

~~**Ward Three** begins at the intersection of Spaulding Turnpike and Central Avenue; thence following the center line of Central Avenue in a northeasterly direction to Locust Street; thence following the center line of Locust Street northerly to Fisher Street; thence following the center line of Fisher Street in an westerly direction to Elm Street; thence following the center line of Elm Street northerly to the intersection with Silver Street; thence following the center line of Silver Street easterly to the intersection of Central Avenue; thence following the center line of Central Avenue in a northeasterly direction to Court Street; thence following the center line of Court Street southeasterly to Tennyson Avenue; thence following the center line of Tennyson Avenue in a northeasterly direction to Henry Law Avenue; thence following a block line established by the 2000 census in a northeasterly direction to the Cochecho River; thence following the Cochecho River southeasterly to its confluence with the Piscataqua River and the exterior block line established by the 2000 census located in the center of said Piscataqua River; thence following the exterior block line established by the 2000 census located in the center of the Little Bay channel where it intersects the Spaulding Turnpike at the Little Bay Bridge; thence following the exterior block line established by the 2000 census located in the center of Little Bay in a northwesterly direction to a point of intersection at the common boundary corner between Dover and Madbury near the Scammel Bridge; thence following the center line of the Bellamy River in a northwesterly direction to Spur Road Extension; thence following the center line of the Spur Road Extension southerly to the intersection Spur Road; thence following the center line of Spur Road northwesterly to the Spaulding Turnpike; thence following the~~

~~center line of the Spaulding Turnpike in a northwesterly direction to the point of beginning.~~

~~**Ward Four** begins at the intersection of the Bellamy River and Central Avenue; thence following the center line of Central Avenue northeasterly to the intersection with the Spaulding Turnpike; thence following the center line of the Spaulding Turnpike in a southeasterly direction to Spur Road; thence following the center line of Spur Road southwesterly to Spur Road Extension; thence following the center line of Spur Road Extension in a northwesterly direction to a block line established by the 2000 Census and following said block line in a southwesterly direction to the Bellamy River; thence following the center line of the Bellamy River in a southwesterly direction to a point of intersection at the common boundary corner between Dover and Madbury near the Scammel Bridge; thence following the common boundary line between Dover and Madbury in a northwesterly direction to the center line of the Bellamy River; thence following the center line of the Bellamy River easterly to the point of beginning.~~

~~**Ward Five** begins at the Rochester/Dover line at the Cocheco River; thence following the Cocheco River southeasterly to the abandoned Railroad Bridge over the Cocheco River; thence following the abandoned railroad line southerly to Washington Street; thence following the center line of Washington Street westerly to the intersection with the Boston and Maine Railroad; thence following the center line of intersection with the Boston and Maine Railroad southerly to the Spaulding Turnpike; thence following the Spaulding Turnpike in a southerly direction to Central Avenue; thence following the center line of Central Avenue southerly to the Bellamy River Bridge; then following along the center line of the Bellamy River in a westerly direction to the Madbury/Dover/Barrington boundary; thence following the Madbury/Dover/Barrington boundary in a northwesterly direction to the point of beginning.~~

~~**Ward Six** begins at the point where the Dover-Somersworth-Rochester boundaries intersect with a block line established by the 2010 Census; thence proceeds westerly along the block line to the intersection with Glenwood Avenue; thence following the center line of Glenwood Avenue westerly to the Spaulding Turnpike; thence following the center line of the Spaulding Turnpike in a southerly direction to the Cocheco River; thence following the Cocheco River in a northerly direction to the Dover/Rochester boundary line; thence following the boundary line in a northeasterly direction to the point of beginning.~~"

c. *Amend § C4-4 to read as follows (a change from the original Final Report):* "In order to be qualified to be a candidate for election as School Board Member, a person must be a duly qualified voter in the city and a resident of the city. In order to be a candidate for election as a School Board member from a Ward, in addition to the aforementioned qualifications, a person must be a resident of the ward from which he or she is seeking election. In the event that the ward boundaries are redistricted or amended at any time during their term of office or in conjunction with the Municipal Election said Ward candidate is elected which may result in removing them from said ward, the candidate shall be allowed to serve out their term as the representative of the Ward to which they are elected for one term."

D. *Amend § C3-4 to read (a modification to Question 2 of the original Final Report)*: Include "or amended at any time during their term of office or" after the word "redistricted" as part of the proposed new final sentence of § C3-4 within the newly added language proposed with Question 2, such that the full new sentence at the end of this provision would read: "In the event that the ward boundaries are redistricted or amended at any time during their term of office or in conjunction with the Municipal Election which may result in removing them from said ward, the elected candidates shall be allowed to serve out their term as the representative of the Ward to which they are elected."

E. *Amend § C2-2 to read as follows:* "At each municipal election, the inhabitants of each ward shall choose three Selectpersons, a Clerk, a Moderator and a Supervisor of the Checklist, who, being duly sworn, shall perform and discharge respectfully the duties, in accordance with the provisions of State RSA and specified in Chapter **17**, Article **I**, Election Procedures, of the Municipal Code, of said officers for said wards and shall hold office until their successors are duly elected and qualified. In case of any vacancy in said offices, in any ward, the City Council shall fill such vacancy at its first regular meeting after such vacancy shall occur. Appointees shall be from the same ward in which the vacancy exists and shall hold office for the unexpired term. The term of office shall be for a two year term. In the event that the ward boundaries are redistricted or amended at any time during the term of office of said officers for said wards or in conjunction with the Municipal Election which may result in removing them from said ward, the elected officers for said wards shall be allowed to serve out their term as an officer of the Ward to which they are elected."

Background/Purpose: Due to the coronavirus disease 2019 ("COVID-19") pandemic, the current census results have been delayed significantly. The City is expected to receive those results in September 2021, which is almost six months later than normal, and which would leave insufficient amount of time to review and if necessary redistrict wards in time for a charter amendment process, which requires approval by voters on November 2, 2021. Accordingly, this amendment is intended to assign ward review and redistricting to the City Council, in order to expedite that process in time for the 2022 elections. The amendment also includes related textual changes clarifying that the redistricting or amendment process shall not affect already-elected representatives or officers.

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.15.

Resolution Number: **R - 2021.06.23 – 121**
Resolution Re: Approval of Cable Franchise Agreement with Atlantic Broadband (NH-ME), LLC

WHEREAS: Atlantic Broadband (NH-ME), LLC ("Atlantic Broadband") has requested a cable franchise within the City of Dover; and

WHEREAS: Pursuant to state and federal law, the City of Dover is authorized to grant nonexclusive franchises for the installation and operation of cable television systems within the geographical limits of the City of Dover; and

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

Having considered the criteria for granting a franchise set forth in RSA 53-C:3-a, a cable franchise is authorized and granted to Atlantic Broadband, subject to finalization and execution of a satisfactory, nonexclusive franchise agreement. The City Manager is hereby authorized to finalize and execute a nonexclusive franchise agreement with Atlantic Broadband in conformance with governing law, along with any related agreements, side agreements, documents, or filings.

TO BE REFERRED TO A WORKSHOP JULY 7, 2021, A DULY ADVERTISED PUBLIC HEARING JULY 14, 2021, AND A FINAL VOTE ON JULY 28, 2021

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch, Finance Director

Approved as to Legal Form and Compliance: Joshua M. Wyatt, City Attorney

Recorded by: Susan M. Mistretta, City Clerk

Sponsored by: Mayor Robert Carrier, By request

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.15.

Resolution Number: **R - 2021.06.23 – 121**
Resolution Re: Approval of Cable Franchise Agreement with Atlantic Broadband (NH-ME), LLC

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

RESOLUTION BACKGROUND MATERIAL:

State and federal law govern the issuance of cable franchises. *See* RSA chapter 53-C; 47 U.S.C. §§ 521 et seq.; 47 C.F.R. Part 76; *see also* 47 U.S.C. § 541.

The City of Dover currently has one franchised cable provider: Comcast. The granting of a new franchise would introduce an additional cable provider within the City, commonly referred to as a "competitive" cable franchisee. In issuing such a franchise, state and federal law impose several requirements:

- Federal and state law require that the franchise be nonexclusive, *see* RSA 53-C:3-b, I; 47 U.S.C. § 541(a)(1).
- Federal law provides that a franchising authority "may not unreasonably refuse to award an additional competitive franchise." 47 U.S.C. § 541(a)(1).
- State law prohibits granting "any additional franchises . . . on terms or conditions more favorable or less burdensome than those in any existing franchise," RSA 53-C:3-b, I.
- The franchising authority must "assure that access to cable service is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides." 47 U.S.C. § 541(a)(3).
- The franchising authority must "allow the applicant's cable system a reasonable period of time to become capable of providing cable service to all households in the franchise area." 47 U.S.C. § 541(a)(4)(A).

Procedurally, state law requires that, before granting a new franchise, the municipality must first hold a duly noticed public hearing. *See* RSA 53-C;3-a. In addition, the municipality must specifically consider the following statutory criteria:

I. The financial ability of the franchise applicant to perform.

II. The ability of the applicant to provide adequate and technically sound facilities, equipment and signal quality.

III. Adequate channel capacity and appropriate facilities for public, educational, or governmental use, taking into account available technology, subscriber interest, and cost.

IV. The prohibition of discrimination among customers of basic service.

V. Reasonable service quality in terms of available technology, subscriber interest, and cost.

VI. Construction and installation which conforms to all applicable state and federal laws and regulations and the National Electric Safety Code.

VII. A competent staff able to provide prompt, adequate service and to respond comprehensively to customer complaints or problems.

VIII. Reasonable rules and policies for line extensions and disconnects, customer deposits, and billing practices.

See RSA 53-C:3-a, I to VII.

City staff have been working with Atlantic Broadband for several months to produce a mutually acceptable franchise agreement and related provisions. A draft of that agreement is attached to this resolution, along with a draft side letter agreement. In doing so, City staff have also reviewed the statutory criteria set forth above, and have no reason to doubt at this time that Atlantic Broadband can and will meet its obligations.

CABLE TELEVISION FRANCHISE AGREEMENT

Between

CITY OF DOVER, NEW HAMPSHIRE

and

ATLANTIC BROADBAND (NH-ME), LLC

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CITY OF DOVER, NH FRANCHISE

INTRODUCTION

WHEREAS, the Franchising Authority of the City of Dover, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the City of Dover; and

WHEREAS, On _____,2021 the Franchising Authority conducted a public hearing and there has been opportunity for public comment; and

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Franchise with Franchisee for the construction and operation of a cable system on the terms and conditions set forth herein;

WHEREAS, insofar as the State of New Hampshire has delegated to the City the authority to grant a Franchise for cable system operation within the City's territorial boundaries, the City hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the City of Dover.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the "Cable Act"), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals, PEG Access Programming channels and other signals or services required by the FCC or the Cable Act.

(b) Cable Act – means the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. § 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the City of Dover, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any Public Way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to

the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Digital Starter Service – means the tier of service which currently includes Basic Cable Service and expanded basic programming.

(g) Effective Date – sixty (60) days following the execution by Franchising Authority and the Franchisee**.**

(h) FCC – means the Federal Communications Commission or any successor governmental entity.

(i) Franchising Authority – means the City Council of the City of Dover, New Hampshire, or the lawful designee thereof.

(j) Franchise – means this Agreement and any amendments or modifications in accordance with the terms herein.

(k) Franchise Fee – has the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. Section 542(g).

(l) Franchisee – means Atlantic Broadband (NH-ME), LLC, or any successor or transferee in accordance with the terms and conditions in this Franchise.

(m) Gross Annual Revenue – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the City of Dover to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic & expanded basic Cable Service, premium and pay-per-view fees, installation fees,

equipment rental fees, late fees, net bad debt, music, other subscriber revenue, wire maintenance fees and leased access fees. Gross Annual Revenue shall not include advertising, home shopping, refundable deposits, actual bad debt, investment income, or any taxes, fees or assessments including franchise fees imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(n) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, Internet Protocol video service ("IPTV") or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(o) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(p) PEG Access Programming or Access Programming – means (i) "Educational": Non-commercial programming produced by the City of Dover Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) "Governmental": Non-commercial programming produced by City of Dover departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) "Public": non-commercial programming produced by the residents of the City of Dover, or produced by an access corporation or non-profit corporation operating within the City of Dover, and other non-commercial programming not ordinarily offered by operators of cable systems.

(q) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(r) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes or a public school district, for educational or

administrative purposes, and shall not include buildings owned by Franchising Authority or a school district but leased to third parties or buildings such as storage facilities at which government or school employees are not regularly stationed.

(s) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the City of Dover, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the City of Dover for the purpose of public travel, or for utility or public service use dedicated for compatible uses.

(t) Signal – mean any transmission which carries Programming from one location to another.

(u) Standard Installation – means the standard two hundred feet (200) aerial Drop connection to the existing distribution system.

(v) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(w) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(x) City – means the City of Dover, New Hampshire.

(y) Video Programming or Programming – means the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to Atlantic Broadband, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Dover. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Franchise is granted under and in compliance with the Cable Act and RSA Chapter 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Franchise shall be for a period of ten (10) years and shall commence on the effective date. The effective date will be sixty days (60) following the execution of this Agreement by the City and the Franchisee. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal laws, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law as such laws may be from time to time amended.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE

Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to other Cable Service providers within the City for the right to use and occupy the Public Way; provided, however, that in accordance with RSA Chapter 53-C as it may be amended, no such franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the City, when such terms are taken as a whole.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Way. Any conflict between the terms of this Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160, et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided

Franchisee secures the non-exclusive permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise, the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the City to approve the location of all installations in the Public Ways, and subject to the City's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and to the extent Franchisee is not already subject to tax assessment in the City under RSA 72:23,I(b), Franchisee using or occupying property of the state or of a City, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee pursuant to this franchise. Pursuant to the provisions of this section and subject to the provisions of Section 9.8 herein, failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Cable Television Franchise Agreement by the Franchising Authority. Prior to terminating this Agreement for failure to pay duly assessed personal and real property taxes when due, Franchising Authority shall provide a written notice to Franchisee, which can be met through normal tax assessments, billing, and delinquency notifications issued by the Franchising Authority's assessor's or tax collector's office. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall

have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

ARTICLE 3

SYSTEM SPECIFICATIONS & CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit in the City in accordance with Section 3.1 (b) and (c) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and Multiple Dwelling Unit ("MDU") access agreements and will comply with applicable State laws and regulations.

(b) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the City containing fifteen (15) dwelling units or more per aerial mile or fifteen (15) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable Signal can be obtained.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than two hundred (200') feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than two hundred (200') feet from the existing Trunk and Distribution

System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(d) The Cable Television System shall be further extended to all remaining areas in the City that do not meet the requirements of Section 3.1(b) above upon the request of dwelling unit owners in such areas. The first 200' feet of such installation shall be at the standard rate set forth in the preceding subparagraph. The following cost calculation shall apply in the event of, and to the extent of, installations more than 200' feet from the existing aerial trunk and distribution system:

(C/LE) – (CA/P) = SC

* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;

* LE equals the number of dwelling units requesting Service in the line extension area and who subsequently pay a contribution in aid;

* CA equals the average cost of construction per mile in the City;

* P equals the fifteen (15) dwelling units per aerial or fifteen (15) dwelling units per underground mile of aerial plant; and

* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(e) Any dwelling unit owner located in an area of the City without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 3.1 (b) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than fifteen (15) dwelling units per aerial or fifteen (15) dwelling units per underground mile, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of dwelling units in the area and shall inform the requesting dwelling unit owner of the contribution in aid of construction (see Section 3.1 (c) above) that will be charged. The Franchisee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of

construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

SECTION 3.2 - SUBSCRIBER NETWORK

(a) Franchisee commits to maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 860MHz.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.1601, 76.1602, 76.1603 and 76.1619, as they may be amended.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C:3-d, as it may be amended, regarding annual notices to Subscribers and the Franchising Authority.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to federal law and upon request, and at no separate additional charge (except as authorized by federal law), the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.4 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System ("EAS") regulations.

SECTION 3.5 - DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. § 544a), as such provisions may apply from time to time.

SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS

(a) As outlined in 9.1 (b), the Franchisee shall, upon ninety (90) days written request by the Franchising Authority , provide and maintain one (1) Standard aerial Installation Drop, Outlet, Digital Transport Adapter (DTA) and Digital Starter Service at no charge to the City, to each Public Building located along the existing cable route, as designated by the Franchising Authority within the City, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions or requirements. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location for each Outlet prior to requesting that Franchisee install the free service.

(b) Nothing in this Section shall require Franchisee to install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**.

(c) It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings.

(d) Subject to the limitations of Section 6.4 below, the obligation of Franchisee to provide drops, Outlets and free Cable Service shall pertain throughout the life of this Renewal Franchise and shall apply specifically to municipal and school buildings newly constructed or acquired subsequent to the commencement of this Renewal Franchise.

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires. Any such unapproved damage shall be reported promptly to the Franchising Authority.

(b) The construction, maintenance and operation of the Cable Television System for which this Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the cable system shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operations and maintenance personnel can be corrected before they become a hazard. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and Public Way of the City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The Signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems. Upon written request by the Franchising Authority or its designee, Franchisee shall provide proof of compliance with FCC signal requirements.

(f) The City reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment or other property of the Franchisee in the City at reasonable times and under reasonable circumstances in order to verify compliance with the terms and conditions of this Franchise. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the

Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable written notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the City.

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the City shall be located so as not to obstruct or interfere with the proper use of the Public Way, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Way, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Way, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

(h) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within thirty days (30) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected. The Franchising Authority may request, and if so the Franchisee shall provide, weekly progress reports on the status of repair efforts during the thirty (30) day period.

SECTION 4.2 - REPAIRS AND RESTORATION

(a) Franchisee shall adhere to a preventive maintenance policy as prescribed by the applicable performance standard set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other maintenance activities, Franchisee shall endeavor to use commercially reasonable efforts in order to do so at such time(s)

as will cause the least inconvenience to Subscribers. Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee shall endeavor to use commercially reasonable efforts to minimally disrupt the services when enacting tests or repairs to the Cable System.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications. Franchisee shall notify the Franchising Authority when such repairs are completed. If not so repaired or restored by Franchisee, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days after Franchisee's written notification, unless delayed by weather or events beyond the reasonable control of Franchisee or otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this agreement to be properly completed in any Public Way, the Franchising Authority shall notify the Franchisee in writing that such work or other act required by law or by this agreement shall be made within thirty (30) days (and for emergency situations presenting a threat to public safety, as soon as possible but in no event longer than twenty-four (24) hours) after receipt of such notice. Upon failure of the Franchisee to comply within the time specified herein, the Franchising Authority may cause such work or other act to be performed or completed in whole or in part, and prior to so doing shall submit to Franchisee in advance an itemized estimate of the cost thereof. Franchisee shall, within thirty (30) days after receipt of a statement of the actual cost incurred, pay to the Franchising Authority the entire amount thereof.

The Franchising Authority may draw upon the bond described herein to recover any cost incurred pursuant to this section, should Franchisee fail to pay such costs within thirty (30) days of receipt of the statement of those costs.

(d) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the City. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the City where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's Signal quality.

(b) In all areas of the City where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the Public Ways.

(c) In any area of the City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall generally be required to construct, operate, and maintain is transmission and distribution facilities

underground, though Franchisee may opt not to do where commercially unreasonable due to physical and/or financial feasibility considerations.

(d) Nothing in this Section 4.3 shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(e) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the City, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the cable system in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its own expense, protect or relocate its system or part thereof, as directed by City or other authority having jurisdiction, provided that the Franchisee shall not be required to remove or relocate any such construction solely to accommodate the needs of a competing cable system.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any City bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the City.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the written request of any Person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the Person(s) holding the building move permit.

SECTION 4.6 - STRAND MAPS

Within sixty (60) days of a written request by the City, Franchisee shall provide to the City a franchise area strand map of the system, which will show those areas in which its facilities exist. Upon written request by the City, Franchisee shall provide updated franchise area strand maps annually.

SECTION 4.7 – RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscribers' reasonable requests for location of cable entry and shall in other respects observe standard specifications for drop connections into the residence. Each drop shall be grounded at each Subscriber's resident at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

SECTION 4.7 - DIG SAFE

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Ways, or remove from any street or any other Public Way and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or

establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated company.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the City.

SECTION 4.11 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. § 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit **B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 47 C.F.R. § 76.1603 of the FCC Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's head end in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. § 532, Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with Franchisee. Rates for use of commercial access

channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL & TECHNOLOGY FUNDING

SECTION 6.1 - PEG ACCESS PROGRAMMING

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the City.

SECTION 6.2 - PEG ACCESS CHANNELS

(a) Upon ninety (90) day advance written request and subject to Section 6.2 (c) below, the Franchisee shall make available to the Franchising Authority and/or its designee(s) up to three (3) Downstream Channel(s) for Dover PEG Access use, as follows:

(b) The Franchisee shall provide two (2) activated Downstream Channels for PEG Access use with one (1) being in high-definition ("HD") format and one (1) being in standard definition ("SD") format in the Franchisee's Basic Service, the Franchising Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in HD and SD formats to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the PEG Access Channel Signal on its Cable System in HD and SD format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(c) Within ninety (90) days in order to provide PEG Access Programming to subscribers, Franchisee and Franchising Authority shall utilize one of the following three methods of bringing PEG Access programming content onto the System:

1. from a City identified and designated point of demarcation; and

via direct connections provided by Franchisee from specified PEG origination locations as set forth below (d) The Franchisee may, with the City's written approval (which will not be unreasonably withheld) and at Franchisee's expense, interconnect its Cable System with the existing cable operator's cable system(s) in order to cablecast, on a live basis, all PEG Access Programming carried by the existing cable operator consistent with this Agreement.

(e) Said PEG Access Channel shall be used to transmit PEG Access Programming to Subscribers at no cost to the City and/or PEG Access Users.

(f) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel, once established, without the advance, written notice to the Franchising Authority and/or its designee(s); such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel relocation.

(g) The Franchising Authority and/or its designee(s) shall be responsible for the picture quality of PEG Access Programming at the input of the video transmission equipment that will be permanently located at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the Franchising Authority's and/or its designee(s) end-user equipment. The Franchisee may require access to said video transmission equipment for the purpose of testing, maintaining, and/or adjusting output levels of the video transmission equipment; the Franchisee shall test and adjust the levels of such output as reasonably necessary to ensure good picture quality. The Franchisee may request that the Franchising Authority and/or its designee(s) first test and determine if end-user equipment is the source of any Signal problems.

SECTION 6.4 - TECHNOLOGY FUND

(a) The Franchisee shall provide annual funding to the Franchising Authority in the amount of Twenty-Five Thousand Dollars ($25,000.00) for a technology fund, payable within sixty (60) days of the Effective Date and then on or before January 31st of each year during the remaining

term of the Renewal Franchise Agreement for technology and agrees that all payments and in-kind services are subject to the FCC's Sec. 621 Order and are included within the five percent (5%) Franchise Fee Cap.

SECTION 6.5 - EQUIPMENT OWNERSHIP AND MAINTENANCE

The City shall own and maintain all PEG Access equipment purchased with funding pursuant to this Franchise.

SECTION 6.6 - PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming.

SECTION 6.7 - CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

SECTION 6.8 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be encoded and then transmitted from the PEG Access Origination Locations specified herein to the headend or hub, where such PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or its designee(s). The Franchisee shall not charge the Franchising

Authority and/or its designee(s) for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the City and/or its designee(s) to the designated Downstream PEG Access Channel(s). Nothing hereinshall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

ARTICLE 7

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 – INSTALLATION VISIT – SERVICE CALLS – RESPONSE TIME

(a) Franchisee shall respond to all request for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable but in no event later than six (6) months after a written request for such connection by the owner of the dwelling, taking into account and subject to weather, force majeure and performance of make ready. If requested in writing by the Franchising Authority, Franchisee shall provide a written progress report to the City for a non-standard connection, subject to subscriber privacy laws.

(b) When arranging appointments for installation or service, the Franchisee shall specify in advance whether such will occur in the morning or the afternoon, and a narrow interval, if possible within the morning and afternoon time frame, and the Franchisee shall make

reasonable efforts to install at times convenient to Subscribers (including times other than between 9:00 am and 5:00 pm weekdays). If Franchisee does not make the service call within the designated time frame, it shall be considered a missed visit, absent obtaining the Subscriber's permission to reschedule.

(c) The Franchisee shall be responsible for picking up and changing out converters at a Subscriber's request at no additional charge, provided an online, mail and/or delivery option is not available, where such change out is initiated by the Franchisee's expansion of channel capacity for no more than one (1) month following any such change. Subscribers may also bring converters to office locations identified by the Franchisee in notifications to Subscribers (such as a bill message) for drop off or exchange themselves.

(d) A Subscriber complaint or request for service received after normal business hours shall be responded to the next business day.

(e) The Franchisee shall ensure that there are stand-by technicians on call at all times after normal business hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations or (ii) an outage as described below.

(f) System outages shall be responded to immediately, twenty four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Franchisee has reason to know of such an outage. Unless delayed by weather or events beyond the reasonable control of Franchisee or otherwise agreed by Franchisee and the Franchising Authority, outages shall be remedies within forty-eight (48) hours of notice to the Franchisee. If Franchisee is unable to restore service within that time it shall, upon request, provide daily status reports to the Franchising Authority.

(g) The Franchisee shall remove all Subscriber cable drops within seven (7) days of receiving a request from a Subscriber to do so.

(h) Franchisee will use its best efforts to enter into a contract with a retail establishment or arrange for other designated physical location in the City to serve as a payment center and equipment drop off location.

(i) Consistent with New Hampshire RSA 53-C:3-g, Franchisee shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or any other citizens on the basis of age, race, religion, sex, gender identity, sexual orientation, physical disability, or country of natural origin.

SECTION 7.2 - CUSTOMER SERVICE

Franchisee shall otherwise comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time.

SECTION 7.3 - CONSUMER COMPLAINT

(a) Franchisee shall establish a procedure for resolution of complaints by Subscribers. Franchisee shall notify Subscribers of Franchisee's procedures in accordance with federal law. Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. Franchisee shall comply with RSA 53-C:3-d regarding Quality of Service and RSA 53-C:3-e regarding customer complaints. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, subject to any subscriber privacy laws, as follows:

(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising

Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(b) Notwithstanding the foregoing, if the Franchising Authority or designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(c) In the event that the Franchising Authority, or its designee(s), finds a pattern of multiple unresolved Subscriber complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of complaints.

(d) The Franchisee shall provide to the Franchising Authority and keep current the name and contact information, including address and telephone number, of the individual that City personnel may contact for issues relating to this Franchise.

SECTION 7.4 - SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System, only during the periods of minimum use and, if practical, only after a minimum of twenty-four (24) hour notice to all affected Subscribers.

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee shall, upon request from the Subscriber, grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service

interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

SECTION 7.5 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall comply with Franchisee's CUSTOMER PRIVACY NOTICE, located on Franchisee's website, as it relates to every Subscriber and/or user of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable System.

(b) Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

(c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy.

(d) Neither the Franchisee nor its agents nor the Franchising Authority nor its agents shall tap, monitor, arrange for tapping or monitoring, or permit any Person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose without the prior written authorization of the affected Subscriber or user, unless legally authorized or ordered to do so by a court of law or other legal authority; provided, however, that the Franchisee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. Unless legally prohibited or ordered not to do so by a court of law or other legal authority, the Franchisee shall report to the affected parties and the Franchising Authority any instances or monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Franchisee.

(e) The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, expect as required for lawful business purposes. Pursuant

to Section 631(e) of the Cable Act, the Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

(f) The Franchising Authority and the Franchisee shall periodically review these provision to determine that they effectively address appropriate concerns about privacy. This Article may be amended periodically by agreement of the Franchising Authority and the Franchisee.

SECTION 7.6 - PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably and lawfully deems to be proprietary or confidential in nature. Provided proprietary and confidential information is prominently marked as such by Franchisee, the Franchising Authority agrees to treat any such information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information protected by law relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably and lawfully determined by Franchisee to be competitively sensitive. In the event of a disagreement over confidentiality, the parties shall submit the matter to a court of appropriate jurisdiction. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 7.7 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee's employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee and bearing a picture of such employee or contractor. If such employee(s) cannot produce such a photo identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee. All of Franchisee's vehicles or Franchisee's contractors' vehicles performing work in on the cable system in the City shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the City shall reasonably inform the City's Police Department of the general work location within the City and provide relevant vehicle identification prior to commencing such work.

SECTION 7.8 - TERMINATION OF SERVICE

(a) In the event a Subscriber's Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the Subscriber is relocating, Subscriber has provided Franchisee a forwarding address and returned any equipment the subscriber has rented from the Franchisee has been returned.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

(i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and

(ii) The Subscriber's account is at least thirty (30) days delinquent.

(iii) The termination is lawful and complies with any other applicable law(s).

ARTICLE 8

PRICES & CHARGES

SECTION 8.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with applicable FCC's rate regulations and federal law, currently 47 U.S.C. § 543. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1-FRANCHISE FEE PAYMENTS

(a) In accordance with Section 622 (b) of the Cable Act (47 U.S.C. § 542(b)), the Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to four percent (4%) of Franchisee's Gross Annual Revenues.

(b) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues. That said five percent (5%) cap shall include (i) the technology fund (Section 6.4); (ii) non-exempt PEG contributions whether in-kind or cash payments; and (iii) the market cost of the in-kind courtesy cable drops as enumerated within Exhibit A.

(c) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based.

(d) The Franchising Authority may, within twelve (12) months of receipt of any Franchise Fee payment, conduct an audit of all of Franchisee's financial records relevant to the Gross Annual Revenue, and Franchisee shall make such information available to the Franchising Authority or its agent(s). If, after such audit an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and the Franchisee shall contribute to the costs of such audit in an amount not to exceed One Thousand Dollars ($1,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. In the event any such audit reveals an overpayment, then the City shall remit back to the Franchisee such overpaid amounts in a timely manner.

(e) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Franchise. All amounts paid shall be subject to audit and recomputation by the City, which shall be based on the Franchisee's fiscal year and shall occur in no event later than one year after the Franchise Fees are tendered with respect to such fiscal year. Should the Franchisee change its fiscal year, it shall notify the Franchising Authority in writing of such change ninety (90) days prior to the effective date of such change

(f) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty (30) days after a written request from the Franchising Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to

the City, such fee shall be paid within thirty (30) days after such audit and recomputation. In the event that the audit and recomputation determines that an additional fee is owed to the City, the Franchisee shall contribute to the costs of such audit up to one thousand dollars ($1,000). The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 9.2 - INDEMNIFICATION

Franchisee shall, at its sole cost and expense, indemnify, defend and hold harmless the Franchising Authority, its officials, officers, employees, and agents from and against any liability or claims resulting from property damage (real or personal property) or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. Upon receipt of a notice of any such claim in writing from the Franchising Authority, the Franchisee shall at its own expense defend any action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Franchisee, its employees, agents and/or contractors in the installation, operation or maintenance of its Cable System. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9.3 - INSURANCE

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, Franchisee and listing the City as a named additional insured, against any and all claims for injury or damage to

Persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars ($1,000,000) and Two Million Dollars ($2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars ($1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation and any other legally required employee benefits, shall be maintained throughout the period of this Franchise by Franchisee. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) No later than sixty (60) days after the execution of this Agreement, Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein. Any certificates for new or replacement insurance coverage shall be provided to the City within thirty (30) days of when they become effective.

(f) All of Franchisee’s insurance policies and certificates of insurance shall stipulate that the coverage afforded by the policies will not be canceled until at least thirty (30) days’ prior notice has been given to the City.

SECTION 9.4 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Fifty Thousand Dollars ($50,000) running to the City with a surety company satisfactory to the Franchising Authority to guarantee the following terms subject to Section 9.8 herein (Notice and Opportunity to Cure):

(i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;

(ii) The satisfactory restoration of pavements, sidewalks, public ways, and other improvements;

(iii) Compliance with the material provisions of this Agreement, and the satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;

(iv) The indemnification of the City; and

(v) The satisfactory removal or other disposition of the Cable System.

Franchisee shall not reduce the amount of or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.4(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

(b) The Franchise Authority may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 7.3, subject to notice and opportunity to cure provisions contained below. This right to draw upon this bond shall not in any way impede or impair the right of the Franchisee to appeal the basis for such action.

(c) Up to the total amount of the bond shall be forfeited in favor of the City in the event:

(i) Franchisee abandons the Cable System or any part thereof at any time during the term of the Renewal Franchise; or

(ii) Franchisee fails to purchase and maintain insurance as required by this Agreement; or

(iii) Franchisee fails to perform its material obligations under this Agreement

(d) Nothing herein shall be deemed to permit the Franchise Authority to collect more than the sums that it is due. The Franchise Authority may not recover these sums from multiple parties.

SECTION 9.5 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and by N.H. RSA 53-C:3-e.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with federal and state law and applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF FRANCHISE

This Franchise may be terminated by the Franchising Authority, after notice and opportunity to cure pursuant to Section 9.8 hereof and after a duly noticed public hearing, for any of the following reasons:

(a) For failure to file and maintain the performance bond as described in Section 9.4 (Performance Bond) or to maintain insurance as described in Section 9.3 (Insurance);

(b) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;

(c) For any transfer or assignment of the Franchise made in violation of Section 9.9 herein;

(d) For repeated failure to comply with the material terms and conditions of the Franchise, provided that:

i. If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;

ii. If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and

shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

(a) In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have sixty (60) days from the receipt of such notice to:

(i) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(ii) cure any such default (and provide written evidence of the same), or, in the event that, by nature of the default, such default cannot be cured within such sixty (60) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at thirty (30) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured. The Franchising Authority shall issue a written acknowledgement after Franchisee's notice that it cured said default.

(b) The Franchising Authority shall issue a written reply within thirty (30) days of receiving Franchisee’s response, pursuant to (a) above, either accepting or rejecting Franchisee’s response, and/or shall issue a written acknowledgement of Franchisee’s cure of the default pursuant to (a) above, within (30) days of receiving written notice of the cure from Franchisee, or, in the alternative, shall notify Franchisee, by certified mail that the default remains and that the Franchising Authority is scheduling a hearing, pursuant to (d) below.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required sixty (60) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within thirty (30) days of accepting or rejecting Franchisee's response pursuant to (a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to (b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant to (c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to (d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Atlantic Broadband (NH-ME), LLC. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it

requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not promptly and timely completed within the time prescribed by applicable law or, if no express time is prescribe by law, a reasonable time, then the Franchising Authority may cause all or part of same to be removed at Franchisee's expense, or, at its option, the Franchising Authority or other property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will

thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12- NO THIRD PARTY BENEFICIARIES

Nothing in this Franchise is intended to confer third-party beneficiary status or standing on any member of the public to enforce the terms of this Franchise. However, the Franchising Authority may rely on and assert breaches or alleged breaches of the obligations set forth in this Franchise that affect or benefit third parties or citizens, and this Section 9.12 shall not limit the rights and obligations of the Franchisee and the Franchising Authority as set forth in Section 7.3 above or any other provision of this Franchise affecting third parties.

SECTION 9.13 - ANNUAL CITY REVIEW AND REPORT

(a) At the City's written request the Franchisee will attend an annual meeting with the Franchising Authority or its designee to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

(b) Additionally, at the City's written request, Franchisee shall submit an annual report in the form attached as Exhibit C.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of Force Majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "Force Majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; pandemics; epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment; environmental restrictions or any other cause or event not reasonably within Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail or UPS (postage prepaid) or as allowed by applicable law to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

City of Dover
Attn: City Manager
288 Central Avenue
Dover, NH 03820

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail or UPS (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Atlantic Broadband (NH-ME), LLC
Director of Regional Operations
21 Jarvis Road
Rochester, NH 03868

With a copy to

Atlantic Broadband
SVP & General Counsel
2 Batterymarch Park
Suite 205
Quincy, MA 02169

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing by postage paid first class mail or overnight delivery service.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

Pursuant to Section 2.4, the parties agree that this Franchise shall be amended in the event, and to the extent, any cable competitor is claiming, or may claim, that another cable franchise issued in the City contains terms or conditions more favorable or less burdensome than those set forth within this Franchise.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such captions shall not affect the meaning or interpretation of the Franchise.

SECTION 10.6 - APPLICABILITY OF FRANCHISE

All of the provisions in this Franchise shall apply to the City, Franchisee, and their respective successors and assigns.

SECTION 10.7 - WARRANTIES

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee:

(a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;

(b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise, to enter into and legally bind Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise;

(c) This Franchise is enforceable against Franchisee in accordance with the provisions herein; and

(d) There is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise.

SECTION 10.7 – NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

The Parties acknowledge and agree to adhere to 47 USC §555a, as amended, in regards to limiting the liability of the Franchising Authority.

(Signature page to follow)

SIGNATURE PAGE

In Witness Whereof, the Franchise is hereby issued as of _____, 2021 by the City Council of the City of Dover, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Atlantic Broadband (NH-ME), LLC.

City of Dover

By: _____

Print: _____

Title: _____

Date: _____

Atlantic Broadband (NH-ME), LLC

By: _____

Print: ___Leslie J. Brown_____

Title: ____SVP & General Counsel_____

Date: _____

EXHIBIT A

Municipal Locations

Courtesy Limited & Value Video Service Only

Portsmouth Christian Academy, 1 Seaborne Drive, Dover
Dover Housing Authority Office, 3 1 Henry Law Avenue, Dover
Dover Housing Authority Office, 18 Chapel Street, Dover
Dover Housing Authority Office, Niles Street (Niles Park, Union Ct), Dover
Dover Housing Authority Office, Union Drive, Dover
Dover Housing Authority Office, Niles Street (Edgar Boyce Terrace), Dover
St. Mary's School, 222 Central Avenue, Dover
Dover High School, 25 Alumni Drive, Dover
City of Dover, City Hall, 288 Central Avenue, Dover
Dover Middle School, 16 Daley Drive, Dover
Woodman Park School, 11 Towle Avenue, Dover
Horne Street School, 78 Horne Street, Dover
Garrison School, 50 Garrison Road
Dover Cross Road Kindergarten, 18 French Cross Road, Dover
Dover Public Library, 73 Locust Street, Dover
Dover Police, 46 Chestnut Street, Dover
St. Thomas Aquinas School, 197 Dover Point Road, Dover
City of Dover (South End Fire), 25 Durham Road, Dover
City of Dover (Central Fire), 9-1 1 Broadway, Dover
City Hall Annex/McConnell Center, 61 Locust Street, Dover
Dover Arena, 1 10 Portland Avenue, Dover
Dover Public Works, 271 Mast Road,
Dover Waste Water Treatment Facility, 484 Middle Road, Dover
Facilities and Grounds, Middle Road, Dover

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Local Programming; and
- Weather Programming.

EXHIBIT C

ANNUAL REPORT
Upon Written Request

CITY of DOVER for _____
(Year)

Customer Service Telephone Number:

Location of Head End (Reception Facility):

Franchise Fee Paid: $_____

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over 200 feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

a) Number of reports of system outages and response time for such outages:
b) A summary of written complaints and brief description re: resolution of such complaints:

J. Michael Joyal, Jr.
City Manager
m.joyal@dover.nh.gov

288 Central Avenue
Dover, New Hampshire 03820-4169

(603) 516-6023
www.dover.nh.gov

City of Dover, New Hampshire

OFFICE OF CITY MANAGER

July ___, 2021

Mr. Danny Jobe, VP of Operations
Atlantic Broadband
2 Batterymarch Park
Suite 205
Quincy, MA 02169

Re: Understanding on the Technology Fund and Purchase of Information Services from Atlantic Broadband for the Duration of the Cable Franchise Agreement

Dear Mr. Jobe:

This letter shall memorialize the understanding of the City of Dover and Atlantic Broadband (NH-ME), LLC ("Atlantic Broadband") regarding and in consideration of the cable franchise agreement executed on _____, 2021 by the Dover City Council, and the contracts for information services to be executed by the City of Dover for Atlantic Broadband information services.

It is understood that, in connection with the Cable Franchise Agreement, including, without limitation, the Technology Fund in Section 6.4 of that Franchise Agreement, the City of Dover will contract with Atlantic Broadband for the provision of approximately $20,000 - $25,000 worth of information services annually. As long as the City of Dover continues contracts for information services in roughly the amount indicated above, the cost of the Technology Fund specified in Section 6.4 of the Franchise Agreement shall not be passed through to cable subscribers in Dover. If the City of Dover discontinues the purchase of information services in the approximate amount of $20,000 - $25,000 annually, the City and Atlantic Broadband agree to negotiate an amendment to the Cable Franchise Agreement, Section 6.4, that either would permit the City to decline the receipt of the Technology Fund

moneys or would permit Atlantic Broadband to pass through to cable subscribers the costs of that Technology Fund.

Furthermore, the parties agree that the information services that are the subject of the initial contracts between the City and Atlantic Broadband may be modified and changed over time, as the needs of the City for information services change during the course of the ten (10) year term. Upon thirty (30) days' notice from the City to Atlantic Broadband, the City may change the services received, so long as they are of approximately comparable value to the services in the contracts at the time of execution.

The parties shall use their best efforts and shall cooperate in good faith to carry out the spirit of this agreement, while maintaining the flexibility needed to meet the evolving technological needs of the City of Dover with the information services available from Atlantic Broadband.

Sincerely,

City of Dover

By: _____ Date: _____

J. Michael Joyal, Jr.
City Manager

Agreed to and Accepted

Atlantic Broadband (NH-ME), LLC

By: _____ Date: _____

Danny Jobe
VP of Operations
Duly Authorize

CITY OF DOVER	CITY OF DOVER - ORDINANCE
	Agenda Item#: 13.C.1.
	Ordinance Number: **O – 2021.06.23 - 005**
	Ordinance Title: Vehicles and Traffic
	Chapter: 141
	Section: 30 Hours of operation and rates 48 Schedule I: No Parking at Any Time 52 Schedule M: Business Parking Permit Zones

The City of Dover Ordains:

1. **PURPOSE**
   The purpose of this ordinance is to amend Chapter 141, Vehicles and Traffic, Sections 30, 48, and 52. The background section of this ordinance is incorporated herein by reference.

2. **AMENDMENT**
   Chapter 141 entitled "Vehicles and Traffic" is hereby amended by revising Section 141-30, "Hours of operation and rates", as follows:

   a. **THE FOLLOWING ARE AMENDED:**

§ 141-30 Hours of operation and rates.

A. Paid parking shall be required daily between the hours of 9:00 a.m. and 8:00 p.m., except on Sundays, with the exception of:

(1) The Orchard Street Parking Garage where designated as metered or paid parking shall also be required as paid parking at all times, 24 hours a day and seven days a week.

(2) The following holidays: January 1; the third Monday in January, known as Martin Luther King, Jr. Civil Rights Day; the third Monday in February, known as Washington's Birthday; the last Monday in May, known as Memorial Day, or on a date to coincide with the federal observance if it is held on a different day; July 4; the first Monday in September, known as Labor Day; the second Monday in October, known in Dover as ~~Columbus~~ Indigenous People's Day; November 11, known as Veterans Day; Thanksgiving Day; the Friday after Thanksgiving; and Christmas Day. When one of the listed holidays falls on a Sunday, the Monday after shall be observed as a holiday.

B. Parking meter rates shall be set forth in the annual Fee Schedule adopted by the City Council.

C. For good cause, the Chief of Police, upon recommendation of the Parking Commission, shall have the authority to temporarily suspend the provisions of this section for specified dates and times.

3. **AMENDMENT**
   Chapter 141 entitled "Vehicles and Traffic" is hereby amended by revising Section 141-48, "Schedule I: No Parking at Any Time", as follows:

   a. **THE FOLLOWING ARE AMENDED:**

§ 141-48 Schedule I: No Parking at Any Time.

CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2021.06.23 - 005**
Ordinance Title: Vehicles and Traffic
Chapter: 141
Section: 30 Hours of operation and rates
48 Schedule I: No Parking at Any Time
52 Schedule M: Business Parking Permit Zones

In accordance with the provisions of § 141-17, it shall be unlawful for the owner of any vehicle or any persons having custody or control of any vehicle to park it or permit it to be parked in the following locations within the City of Dover, and any vehicle found to be in violation of the aforementioned provisions may be towed by the direction of the Police Department and the expense of such towing borne by the owner of the vehicle:

Street or Location	Side or Area	Location/ Date(s) if Applicable
Abbey Lane	Southerly	From the intersection with Rutland Street easterly to the end of said Abbey Lane
Abbott Street	Southerly	From the intersection with Central Avenue westerly to the intersection with Mount Vernon Street
Academy Street	Both	Northerly for a distance of 100 feet starting at the intersection of Church Street
Alumni Drive	Both	From the intersection with Bellamy Road easterly to the intersection of Durham Road
Angle Street	Northerly	From Academy Street to Central Avenue
Arch Street	Both	From the intersection with Silver Street northerly to the intersection of West Concord Street
Ash Street	Southerly	From intersection with Central Avenue westerly to the parking lot entrance in the rear of No. 678 Central Avenue
Atkinson Street	Easterly	From the intersection with Washington Street southerly to the intersection with Silver Street
Ayers Lane	Both	Entire length
Baker Street	Southerly	From the intersection of East Concord Street easterly for a distance of 300 feet
Baker Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Northerly	From the intersection with East Concord Street, easterly to the intersection with Broadway, between December 1 and April 1
Belknap Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Easterly	From the intersection with Silver Street, southerly to the intersection with Fisher Street, between December 1 and April 1
Belknap Street	Easterly	From the intersection with Washington Street to the intersection with St. Thomas Street
Belknap Street	Westerly	From the intersection with Silver Street northerly to the intersection with Washington Street, between December 1 and April 1

Street or Location	Side or Area	Location/ Date(s) if Applicable
[Added 11-13-2019 by Ord. No. 2019.10.23-013]		
Bellamy Road	Easterly	From Alumni Drive southerly for a distance of 440 feet
Bellamy Road	Easterly	From the intersection with Cataract Avenue southerly to Alumni Drive
Bellamy Road	Westerly	From the Bellamy River Bridge southerly to 200 feet beyond Lisa Beth Drive
Boyle Street	Northerly	From Court street Easterly for a distance of 200 feet
Brick Road [Added 12-9-2015 by Ord. No. 2015.10.28-027]	Northerly	From the intersection of Central Avenue easterly for a distance of 100 feet
Broadway	Easterly	From the PSNH Pole No. 114/25 (a point across from Florence Street) northerly to the intersection with Oak Street
Canney Lane	Northerly	Entire length
Central Avenue	Both	From the intersection with Back River Road easterly to the intersection with Stark Avenue
Central Avenue	Easterly	From the intersection with Ham Street northerly for a distance of 35 feet
Central Avenue	Easterly	From the intersection with Pierce Street northerly to the driveway of 547 Central Avenue (formerly Seacoast Savings Bank)
Central Avenue	Easterly	From the intersection with Indian Brook Drive southerly to the PSNH pole number 1/71
Central Avenue	Easterly	From the intersection with South Pine Street Southerly to the PSNH pole number 1/147
Central Avenue	Easterly	From the PS Pole No. 1/1305 to the island of PS Pole No. 1/130A
Central Avenue	Easterly	From the south property line of 633 Central Avenue to the driveway of 655 Central Avenue
Central Avenue	Easterly	From the southerly driveway of 189 Central Avenue northerly to the intersection with George Street
Central Avenue	Easterly	From Washington Street north for a distance of 320 feet.
Central Avenue	Westerly	From Church Street to Silver Street, except during Sunday Religious Services at the First Parish Church
Central Avenue	Westerly	From the driveway to 146 Central Avenue southerly to a point 30 feet south of intersection with Trakey Street

Street or Location	Side or Area	Location/ Date(s) if Applicable
Central Avenue	Westerly	From the intersection with Indian Brook Drive southerly to the intersection with Reservoir Street
Chapel Street	Both	From the intersection with Portland Avenue westerly to St. John Street
Chapel Street	Northerly	From the intersection with Main Street easterly to St. John Street
Charles Street [Added 4-23-2014 by Ord. No. 2014.04.09-005]	Northerly	From Central Avenue easterly for a distance of 150 feet
Charles Street [Added 4-23-2014 by Ord. No. 2014.04.09-005]	Southerly	From Central Avenue easterly for a distance of 240 feet
Charles Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Southerly	From Mill Street westerly for a distance of 70 feet
Chestnut Street	~~Both~~Easterly	From the intersection with Washington Street northerly to the intersection with Third Street
Chestnut Street	Westerly	From the intersection with Washington Street northerly to the intersection with Orchard Street
Chestnut Street	Westerly	From the intersection with First Street northerly to the intersection with Third Street
Chestnut Street	Both	From the intersection with Washington Street southerly to the intersection with St. Thomas Street
Chestnut Street	Westerly	From the intersection with Fourth Street northerly for 50 feet
Church Street	Northerly	From the intersection with Central Avenue westerly to the intersection with Locust Street, except for school buses and parents picking up or discharging students or during church services at the First Parish Congregational Church. When both student pick-up/discharge and church services occur at the same time, school buses alone shall take precedence
Clifford Street	Northerly	From the intersection with Towle Avenue easterly for a distance of 30 feet
Court Street	Northerly	From Central Avenue to Boyle Street
Court Street	Northerly	From the intersection with Union Street easterly for a distance of 110 feet

Street or Location	Side or Area	Location/ Date(s) if Applicable
Court Street	Southerly	From the intersection with Central Avenue to the intersection with Union Street
Court Street	Southerly	From South Pine Street westerly for a distance of 100 feet
Cushing Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Easterly	The entire length, between December 1 and April 1
Dover Street	Northerly	From the easterly corner of the property at 18-20 Dover Street, westerly for a distance of 135 feet, from 7:00 a.m. to 5:00 p.m. Monday through Friday
Durham Road	Both	From the intersection of Back River Road to the intersection of Mast Road
Durrell Street	Northerly and westerly	The entire length from St. John's Street to Winter Street
East Watson Street	Both	From the intersection with Central Avenue easterly to the intersection with South Watson Lane
Elm Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Westerly	From the intersection with Silver Street, southerly to the intersection with Fisher Street, between December 1 and April 1
Essex Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Southwesterly	From the intersection with Portland Avenue northwesterly to the dead end, between December 1 and April 1
Everett Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Westerly	From the intersection with Baker Street, southerly to the intersection with Ham Street, between December 1 and April 1
Ezra's Way	Easterly	Entire length
Fern Court	Westerly	From the intersection with Folsom Street, northerly, and then westerly to the dead end
Fifth Street	Northerly	From the intersection with Central Avenue westerly to Chestnut Street,
Fifth Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Northerly	From the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1

Street or Location	Side or Area	Location/ Date(s) if Applicable
Fifth Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Southerly	From the intersection with Grove Street, westerly to the intersection with Tammany Park, between December 1 and April 1
First Street [Amended 9-3-2014 by Ord. No. 2014.08.13-014]	Northerly	From the westerly driveway of 1 First Street easterly to the intersection with Central Avenue
Folsom Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Southerly	The entire length, between December 1 and April 1
Forest Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Northwesterly	The entire length, between December 1 and April 1
Fourth Street [Added 11-13-2019 by Ord. No. 2019.10.23-013; amended 9-9-2020 by Ord. No. 2020.08.26-012]	Southerly	From the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1
Fourth Street	Southerly	From the intersection with Chestnut Street westerly for a distance of 100 feet
Fourth Street	Southerly	From the intersection with Chestnut Street easterly to Public Service Pole No. 53/1A
Fourth Street	Southerly	From the Cochecho River bridge easterly to the intersection of Frances Drive, a distance of 250 feet
Gage Street	Both	The entire length.
Garrison Road	Southerly	From the intersection with Shadow Drive easterly to the intersection with Meridian Drive
George Street [Added 10-26-2016 by Ord. No. 2016.10.12-013]	Northwesterly	From the intersection with Sonnett Street to the intersection with Henry Law Avenue, except where individual parking spaces are marked by the City
George Street	Southeasterly	From the northeast corner of the property line of 233 Central Avenue northeasterly to the intersection with Sonnett Street

Street or Location	Side or Area	Location/ Date(s) if Applicable
Greenfield Drive	Northerly	From the intersection with Garrison Road easterly to the northwest corner of Greenfield Drive traffic circle
Ham Street [Added 3-27-2019 by Ord. No. 2019.03.13-005]	Northerly	From Central Avenue to Park Street
Hampshire Circle	Northerly	From the southerly intersection with Whittier Street continuing around on that side of Hampshire Circle to the northerly intersection with Whittier Street
Hamilton Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Northerly	From the intersection with Elm Street, westerly to the intersection with Belknap Street, between December 1 and April 1
Hancock Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Southwesterly	The entire length, between December 1 and April 1
Hanson Street [Added 4-25-2018 by Ord. No. 2018.04.11-003[1]]	Both	Entire length
Henry Law Avenue	Easterly	From the Maglaras Park entrance road to Browning Drive
Henry Law Avenue	Westerly	From the intersection of Browning Drive northerly for a distance of 75 feet
Henry Law Avenue	Westerly	From the intersection of George Street southerly to a point directly across from Towne Drive
Henry Law Avenue	Westerly	From the intersection with Williams Street southerly to the intersection with George Street
High Ridge Drive [Added 7-22-2020 by Ord. No. 2020.07.08-005; amended 9-9-2020 by Ord. No. 2020.08.26-012]	Southerly	From the intersection with Floral Avenue easterly to the dead end, between December 1 and April 1
Horne Street	Westerly	From the intersection with Glencrest Avenue southerly to the driveway of 68 Horne Street

Street or Location	Side or Area	Location/ Date(s) if Applicable
Industrial Park Drive [Added 5-23-2018 by Ord. No. 2018.05.09-004; amended 3-27-2019 by Ord. No. 2019.03.13-005]	Easterly then southerly (inside of curve)	From the westernmost driveway from 89 Industrial Park Drive (Eversource Pole No. 305/12B) northerly, then easterly to the driveway of 115 Industrial Park Drive (Eversource Pole No. 305/15BS), from November 1 to April 1
Ivan's Lane	North	Entire length
Kirkland Street	Southerly	
Lexington Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Easterly	The entire length, between December 1 and April 1
Lincoln Street [Added 11-13-2019 by Ord. No. 2019.10.23-013; amended 9-9-2020 by Ord. No. 2020.08.26-012]	Southerly	From the intersection with Chestnut Street, westerly to the intersection with Grove Street, between December 1 and April 1
Lisa Beth Drive [Repealed 9-9-2020 by Ord. No. 2020.08.26-012]		
Locust Street	Easterly	From the intersection with Silver Street southerly to the intersection with Central Avenue
Locust Street	Easterly	From the intersection with St. Thomas Street southerly to the intersection with Silver Street
Long Hill Road	Both	From the intersection with New Rochester Road (Route 108) westerly to the intersection with Old Rochester Road (Route 16B)
Main Street	Easterly	From the intersection with Washington Street northerly to the intersection with Chapel Street
Mechanic Street	Both	From intersection of School Street northerly to the intersection of Chapel Street
Mill Street	Both	From a point 370 feet from Central Avenue easterly for a distance of 700 feet

Street or Location	Side or Area	Location/ Date(s) if Applicable
Mineral Park Drive	Northerly	From the intersection with Washington Street to the intersection with Pleasant View Circle
Morin Street	Both	From the intersection with Central Avenue, westerly to PSNH Pole No. 1/18B
Nelson Street	Southerly	From the intersection with Atkinson Street westerly to the intersection with Belknap Street
Nelson Street	Southerly	From the intersection with Locust Street westerly to the intersection with Atkinson Street, between December 1 and April 1
New York Street	Both	From the intersection with Broadway to the intersection with East Street
New York Street	Southerly	From the intersection with Central Avenue easterly to the Public Service Pole 111/12
Old English Village Road	Southerly	From the intersection with Central Avenue easterly to the Rollinsford Town Line
Old Garrison Road	Both	Along the entire 510 foot frontage of Tax Map J, Lot 10-6, owned by State of New Hampshire Fish and Game Department
Old Rollinsford Road	Both	From the intersection with Central Avenue to the Wentworth Douglass Hospital
Orchard Street	Both	From the intersection with Central Avenue westerly to the intersection with Chestnut Street
Orchard Street Lot service road	Both	Entire length from its intersection with Orchard Street northerly, then westerly to its exit to Orchard Street Lot
Overlook Drive	Westerly	Entire length
Park Street Park Parking Lot [Added 4-12-2017 by Ord. No. 2017.03.22-004]		No parking during the hours of 8:30 p.m. to 7:00 a.m. during the period of April 1 through September 30 and during the hours of 7:00 p.m. to 7:00 a.m. during the period of October 1 through March 31
Paul Street	Easterly	From the intersection with Henry Law Avenue, to the intersection with Wallingford Street
Pierce Street	Both	Entire length
Plaza Drive	Easterly	From the intersection with Glenwood Avenue northerly to the intersection with Northway Circle
Plaza Drive [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Easterly	From the intersection with Northway Circle, northerly to the end of the Street, between December 1 and April 1

Street or Location	Side or Area	Location/ Date(s) if Applicable
Pleasant View Circle	Westerly	From the intersection with Washington Street northerly to the intersection with Whittier Street
Portland Avenue	Easterly	From the north boundary of 161 Portland Avenue southerly to the north boundary of 149 Portland Avenue
Portland Avenue	Northerly	From PSNH pole 119/3A to the entrance of the Portland Avenue Parking Lot
Portland Avenue	Northerly	From the intersection with Chapel Street to the entrance with Portland Avenue parking lot
Portland Avenue	Southerly	The intersection with Chapel Street easterly and westerly for a distance of 100 feet
Portland Avenue [Amended 12-9-2015 by Ord. No. 2015.10.28-028]	Westerly	From the intersection of Oak Street southerly for a distance of 600 feet
Preble Street	Southerly	From the intersection with Central Avenue easterly then southerly along the westerly side to the intersection with Pierce Street
Quaker Lane	Westerly	Entire length
Richmond Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Westerly	Entire length
River Street	Easterly	From the intersection with Henry Law Avenue northerly for a distance of 130 feet
River Street	Westerly	From the intersection with Henry Law northerly to Washington Street
Rogers Street [Added 11-13-2019 by Ord. No. 2019.10.23-013]	Southwesterly	The entire length, between December 1 and April 1
Rogers Street	Westerly	From the intersection with Cochecho Street northerly for a distance of 400 feet
Royer Lane	Both	Entire length
Sandpiper Drive	Southerly	From the intersection with Watson Road to the cul-de-sac
School Street	Southerly	From the westerly entrance to the School Street Parking Lot easterly to the intersection with Mechanic Street
Shaw's Lane	Easterly	Entire length from Garrison Road to Tideview Drive
Silver Street	North	From the intersection with Central Avenue westerly to the intersection with Knox Marsh Road

Street or Location	Side or Area	Location/ Date(s) if Applicable
[Amended 12-26-2016 by Ord. No. 2016.10.12-013]		
Silver Street [Amended 12-26-2016 by Ord. No. 2016.10.12-013]	South	From the intersection with Central Avenue westerly to the intersection with Knox Marsh Road
Smith Well Road	Westerly	From Glenwood Avenue to Barry Street
Sonnet Street	Both	From the intersection with George Street easterly to the intersection with Hanson Street
South Pine Street	North	From the intersection with Central Avenue easterly and northerly to the intersection with Court Street
South Pine Street	Southerly	From the intersection with Central Avenue easterly and northerly to the intersection with Court Street excluding the area between public service pole 150/4 easterly to public service pole 150/7A
Spring Street	Northerly	From Central Avenue to Locust Street
Spruce Lane Park	All	All parking within this park, between December 1 and April 1
St. John Street	Easterly	From the intersection with Broadway southerly to the intersection with Chapel Street
St. Thomas Street [Added 7-22-2020 by Ord. No. 2020.07.08-005]	Both	From the intersection with Chestnut Street westerly to the property line between 25 and 33 St. Thomas Street except for vehicles whose driver or passenger is conducting business at the NH Circuit Court between the hours of 8 am and 5 pm, Monday through Friday
St. Thomas Street [Added 7-22-2020 by Ord. No. 2020.07.08-005]	Southerly	The angled spaces between the McConnell Center and Atkinson Street except for vehicles whose driver or passenger is conducting business at the NH Circuit Court between the hours of 8 am and 5 pm, Monday through Friday
St. Thomas Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Northerly	From the intersection with Atkinson Street, westerly to intersection with Belknap Street, between December 1 and April 1
St. Thomas Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Northerly	Two spaces in front of 33/35 St. Thomas Street, between December 1 and April 1
Summer Street	Southerly	From the intersection with Central Avenue westerly to the intersection with Belknap Street, between December 1 and April 1

Street or Location	Side or Area	Location/ Date(s) if Applicable
[Added 11-13-2019 by Ord. No. 2019.10.23-013]		
Susannah's Crossing	Southerly	Entire length of publicly accepted portion of the street
Third Street	Northerly	From the intersection with Central Avenue westerly to the intersection with Chestnut Street
Third Street [Added 11-13-2019 by Ord. No. 2019.10.23-013; amended 9-9-2020 by Ord. No. 2020.08.26-012]	Southerly	From the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1
Third Street	Northerly	From the driveway of 33 Third Street westerly for 15 feet
Towle Avenue	Easterly	From the intersection with Clifford Street northerly for a distance of 30 feet
Towle Avenue	Westerly	From the intersection with Clifford Street northerly for a distance of 30 feet
Twombly Street	Northerly and easterly	From the intersection with Preble Street easterly and southerly to the intersection with Pierce Street
Union Street	Westerly	From the intersection with Court Street northerly to the intersection with Federal Street
Washington Street	Easterly	Between the intersection with Pleasant View Circle northerly to the intersection with Mineral Park Drive
Washington Street	Southerly	From the intersection with Locust Street westerly for a distance of 56 feet
Washington Street	Southerly	From the easterly most driveway of 150 Washington Street to Atkinson Street
Washington Street	Westerly	From the intersection of Morrison Lane northerly for a distance of 150 feet
West Concord Street [Added 9-9-2020 by Ord. No. 2020.08.26-012]	Northerly	From the intersection with Lexington Street, westerly to the intersection with Arch Street, between December 1 and April 1
Whittier Street	Both	From the intersection with Mineral Park Drive northerly to the Whittier Street Bridge

Street or Location	Side or Area	Location/ Date(s) if Applicable
Wildewood Lane	Both	From the intersection of Cottonwood Drive to the beginning of the cul-de-sac
Wildewood Lane	Northeasterly	From Sixth Street to Cottonwood Drive
Williams Street	Both	From the intersection with Central Avenue easterly to the intersection with Henry Law Avenue
Winter Street	Both	From the intersection with St. John Street easterly to the intersection with Durrell Street
Winter Street (formerly Cedar Street)	Northerly	From the intersection with Durrell Street easterly to the dead end
Young Street	Northerly	From the intersection with Main Street and Portland Avenue easterly to the Cochecho River
Young Street	Southerly	From the intersection of Main Street easterly to the Cochecho River, between December 1 and April 1

4. AMENDMENT

Chapter 141 entitled "Vehicles and Traffic" is hereby amended by revising Section 141-52, "Schedule M: Business Parking Permit Zones", as follows:

a. THE FOLLOWING ARE AMENDED:

§ 141-52 Schedule M: Business Parking Permit Zones.

The following parking lots/areas are authorized for permit parking as authorized by § 141-20, Business parking permit program, unless otherwise restricted:

Parking Lots	
Belknap Lot [Repealed 11-14-2018 by Ord. No. 2018.10.24-011]	
Fourth Street Lot [Amended 7-22-2020 by Ord. No. 2020.07.08-005]	
Orchard Street Lot	
Orchard Street Parking Garage	Spaces designated by the Chief of Police
Portland Avenue (Grimes) Lot	
River Street Lot	

Parking Lots		
Third Street Lot		
Transportation Center Lot		
Parking Areas	**Side**	**Location**
Atkinson Street	Westerly	From the intersection with Washington Street, southerly to the intersection with St. Thomas Street
Chapel Street	Southerly	From the intersection of Main Street easterly to the intersection with Mechanic Street
Chestnut Street	Westerly	From the intersection with First Street southerly to the intersection with Orchard Street.
First Street	Northerly	City-controlled areas
Green Street	Both	From the intersection with Fayette Street westerly, then southerly to the intersection with Washington Street
Henry Law Avenue	Easterly	From Washington Street southerly to River Street
Kirkland Street	Northerly	From the intersection with Central Avenue westerly to the intersection with Locust Street
Main Street	Westerly	From the intersection with Washington Street northerly to the intersection with School Street
Second Street	Both	From the driveway between 20 and 22 Second Street westerly to Chestnut Street

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

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Robert Carrier By request
Approved as to Legal Form and Compliance:	Joshua M. Wyatt City Attorney		
Recorded by:	Susan Mistretta City Clerk		

CITY OF DOVER	CITY OF DOVER - ORDINANCE
	Agenda Item#: 13.C.1.
	Ordinance Number: **O – 2021.06.23 - 005**
	Ordinance Title: Vehicles and Traffic
	Chapter: 141
	Section: 30 Hours of operation and rates 48 Schedule I: No Parking at Any Time 52 Schedule M: Business Parking Permit Zones

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote:	YES	NO
Mayor Robert Carrier		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does | does not pass.		

CITY OF DOVER	CITY OF DOVER - ORDINANCE
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ORDINANCE BACKGROUND MATERIAL:

Amendment to Dover Code § 141-30: In keeping with the resolution passed August 8, 2020 (R-2020-08.26-141), the Second Monday in October is now known as Indigenous People's Day within the City of Dover. This amendment updates the language of Ch 141-30 to reflect this recognition.

Amendment to Dover Code §§ 141-48, 52: One of the two southbound travel lanes on the Chestnut Street Bridge was closed a few years ago as part of a traffic calming redesign of the roadway. It is currently a No Parking Zone. The closing of the First Street parking lot behind Oriental Delight and the opening of the 200 First Street development created additional parking needs in the area. The proposal would remove the area from the No Parking Any Time ordinance and allow permit parking. This will add 15-17 spaces to the parking inventory depending on the final layout design. After an evaluation period, the Parking Commission will consider if metered parking should be added to the spaces as well.

On May 24, 2021, the Transportation Advisory Commission (TAC) held its meeting with one of its agenda items being a concern over unsafe parking on Gage Street. This item was brought forward by a group of Gage Street residents with the driving force being the subdivision and construction of two lots on Gage Street, behind the home of 33 New Rochester Road. Gage Street is a narrow road, which leads into the neighboring streets by Willand Pond. Due to New Rochester Road's heavy traffic flow, many of the area residents use these streets for recreational and play purposes. When someone parks on Gage Street, it makes the passing of vehicles challenging and the neighbors at the meeting felt it to be unsafe for the residents and children. The situation will or may worsen with the two new lots and proposed some parking restrictions on the street with the understanding that it will limit their own parking options. After discussion, the Commission voted that Gage Street should be posted with NO PARKING on both sides of the street. This will be accomplished with two NO PARKING-THIS SIDE signs on the westbound side and two on the eastbound side of Gage Street.

June 7, 2021

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

Re: Regional Sports Networks

Dear Members of the Council:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As you may know, many sporting events and broadcasts were put on hold during the pandemic. We have been working hard to recover the fees regional sports networks charged us for those sporting events and broadcasts during the hiatus to pass back to our customers.

We are currently notifying customers in your community of a courtesy adjustment related to these fees. This adjustment reflects what has been committed to us by the regional sports networks in your area to date. We will continue to work to recover additional funds where possible. We are committed to giving our customers 100% of what we receive.

For more information, visit www.xfinity.com/sportsadjustments.

Please feel free to contact me at Bryan_Christiansen@cable.comcast.com should you have any questions.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs