City Council - Agenda

CITY OF DOVER

Meeting Type:	**Regular Meeting**
Meeting Location:	**City Hall, Council Chambers**
Meeting Date:	**Wednesday, July 14, 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. **CHAPTER 141 – VEHICLES AND TRAFFIC, SECTIONS 30, 48, AND 52**
    SPONSORED BY MAYOR CARRIER BY REQUEST

    B. **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.)
    SPONSORED BY MAYOR CARRIER BY REQUEST

    C. **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**
    SPONSORED BY MAYOR CARRIER BY REQUEST

    D. **APPROVAL OF CABLE FRANCHISE AGREEMENT WITH ATLANTIC BROADBAND (NH-ME), LLC**
    (CITY COUNCIL VOTE TO OCCUR ON JULY 28, 2021.)
    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 23, 2021 – Regular Meeting**
    B. **July 7, 2021 – Workshop Session**

11. **MAYOR'S REPORT**

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

1. **CHAPTER 141 – VEHICLES AND TRAFFIC, SECTIONS 30, 48, and 52**
   SPONSORED BY MAYOR CARRIER BY REQUEST

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. **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.)
   SPONSORED BY MAYOR CARRIER BY REQUEST

2. **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**
   SPONSORED BY MAYOR CARRIER BY REQUEST

3. **AUTHORIZING APPLICATION, ACCEPTANCE, AND EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT – COVID-19 PUBLIC FACILITIES FUNDING TO SUPPORT THE ACQUISITION OF A HOMELESS DAY CENTER (TO BE TABLED)**
   SPONSORED BY MAYOR CARRIER BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **B21018 DOVER TEEN CENTER KITCHEN CONSTRUCTION**
   SPONSORED BY MAYOR CARRIER BY REQUEST

2. **B21039 - 2021 SIDEWALK IMPROVEMENTS, ADDITIONAL FUNDING REQUEST**
   SPONSORED BY MAYOR CARRIER BY REQUEST

3. **B21073 RESIDENTIAL PAY-AS-YOU-THROW TRASH BAGS**
   SPONSORED BY MAYOR CARRIER BY REQUEST

4. **B22001 ZAMBONI REPLACEMENT - SOURCEWELL CONTRACT**
   SPONSORED BY MAYOR CARRIER BY REQUEST

5. **AUTHORIZATION TO UTILIZE THE SERVICES OF DR. NICOLE L. SAWYER**
   SPONSORED BY MAYOR CARRIER BY REQUEST

6. **LIBRARY BOOKS & MEDIA PURCHASES**
   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. **B22003 PURCHASE OF WATER METERS, FISCAL YEAR 2022 - STILES COMPANY, INC.**
   SPONSORED BY MAYOR CARRIER BY REQUEST

2. **AUTHORIZATION TO EXECUTE JOINT POWERS AGREEMENT OF COMMUNITY POWER COALITION OF NEW HAMPSHIRE (INTERGOVERNMENTAL AGREEMENT)**
   SPONSORED BY MAYOR CARRIER BY REQUEST

3. **FISCAL YEAR 2022 CAPITAL IMPROVEMENTS PROGRAM (CIP) APPROPRIATION AND AUTHORIZATION FOR CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN FOR RIVER STREET PUMP STATION UPGRADES**
   (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
   (TO BE REFERRED TO A PUBLIC HEARING ON JULY 28, 2021, AND CITY COUNCIL VOTE TO OCCUR ON AUGUST 11, 2021.)
   SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

14. **COUNCIL CORRESPONDENCE**
15. **COUNCIL MATTERS OF INTEREST**
16. **ADJOURN**

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 7.E.
Public Hearing Only

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	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#: 7.E. **Public Hearing Only**
	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:	06/23/2021	Public Hearing Date:	07/14/2021
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 MANAGER'S REPORT

July 14, 2021

Reporting On:
June 2021

By: J. Michael Joyal, Jr.
City Manager

Legal Department

Joshua Wyatt, City Attorney

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

For the month of June:

	For Month	FY21	FY20	FY19
Legal Matters/Questions Handled	49	703	466	342
Document Creation & Review Including Contracts	28	350	256	269
Right to Know Requests Processed	06	51	49	41
Resolutions	05	73	75	53
Ordinances	01	19	10	18

Customer Focused Outcomes: Right to Know

Pursuant to RSA 91-A, the following Right to Know requests were received this month:

- → SmartProcure – Purchasing Records
- → New Hampshire Journal News – Diversity
- → Michelle Zitta – Emails to City Councilors
- → Jennifer Wiland, Mackinac Center for Public Policy – City Union Dues/Fees
- → Jennifer Wiland, Mackinac Center for Public Policy – SAU Union Dues/Fees
- → Jeffrey Clay – Dover Teachers Union Emails

Product & Process Outcomes: Assistance to City Departments

City Council & City Boards	Attention to resolutions and ordinances as needed or requested by City Council; assistance with Charter amendment process; assistance with tracking and reviewing pending legislation;
Community Services	Assistance with Great Bay Municipal Alliance for Adaptive Management; assistance with Great Bay general permit compliance; assistance with real estate questions; assistance with compliance on tree cutting and vegetation issues; assistance with Pudding Hill aquifer remediation efforts; assistance with community garden program; assistance with conservation easement; assistance with public road acceptance issues;
Executive	Assistance to DBIDA with respect to purchase and sale agreement;
Fire & Rescue	Assistance with compliance; assistance with contracts; assistance with HIPAA compliance; assistance with developing draft document retention schedule; assistance with insurance claims coverage;
Finance	Prepare and review various contracts; research legal questions as requested; track and file City claims with Primex; assistance with GASB compliance; assistance with purchasing code review;
Planning	Assistance with development-related contracts; assistance with site regulations; assistance with enforcement issues; assistance with CDBG program; assistance with general questions and public inquiries;
Police	Assistance with grants; assistance with other matters;
Public Library	None
Public Welfare	Assistance with general inquiries; assistance with compliance matters; assistance with potential update to guidelines;
Recreation	None
School	Assistance with Right to Know request; assistance with review of and revision to various contracts; assistance with personnel matter; assistance with other matters as requested;

Financial Outcomes: Litigation

Opioid Epidemic Litigation: Retained services of Robbins Geller of Boca Raton, Florida for fraudulent marketing practices of pharmaceutical manufacturers. Suit filed in USDC in Concord. Case has been transferred to federal court in Ohio as part of a multi-district litigation consolidation. The City recently received its first payment from the State of New Hampshire pursuant to RSA 126-A:83, II, by virtue of an opioid-related settlement entered into by the State of New Hampshire. Settlements or other payments in satisfaction of City claims may be forthcoming from other defendants, but would be required to be tendered to the State's Opioid Abatement Trust Fund per RSA 126-A:83, I. Certain of the City's opioid claims have become part of bankruptcy proceedings.

Mary Hebbard v. City of Dover, John & Karen Brough and Ryan Colbath: Discovery is complete. Partial summary judgment rulings received in February 2021. This case had been scheduled for trial in June and July 2021, but the Court encountered a scheduling conflict and had to continue the trial to September 2021.

Mary & Rick Hebbard v. City: Complaint filed in October 2019 concerning drainage in the Tanglewood Subdivision. Partial summary judgment rulings were received in February 2021. Case was tried by City Attorney, Deputy City Attorney, and outside counsel on April 7, 8 and 9 of April 2021. The post-trial briefing was divided into two areas: (1) injunctive relief concerning removal of a berm, and (2) remaining issues, including enforcement of a stipulated Court-Order for an underground drainage system. The parties have fully briefed both subjects. In May 2021, the Court issued an order granting an injunction and requiring removal of the berm and restoration of surface drainage. The Court has not yet issued an Order on the remaining issues

Stergiou et. al. v. City of Dover: Planning Board appeal filed in August 2020 by certain abutters. The City accepted service in September 2020. This case was dismissed on jurisdictional grounds. Appeal to New Hampshire Supreme Court has been filed by the intervening abutter. No briefing schedule has issued yet in this appeal.

Town of Durham et al v. Consolidated Communications: This PUC docket was initiated in July 2020. The City of Dover is a party and the City Attorney has appeared. Several Seacoast communities have filed a joint complaint about the backlog of "double poles" in their communities. These are poles that have been replaced, but the old pole has not yet been removed. A formal adjudication has commenced in the PUC. The parties have settled this matter and are in the process of preparing and filing a stipulation of dismissal with the PUC.

Hampstead School Board v. SAU 55: This is an RSA chapter 91-A dispute between two public education bodies. The case is on appeal to the New Hampshire Supreme Court. After the Supreme Court issued a decision that held attorney-client privileged communications of public bodies are subject to RSA 91-A balancing, and potential disclosure, the City of Dover, along with the NHMA, numerous other New Hampshire cities, and the New Hampshire Attorney General's Office, each moved as amici curiae to intervene and asked the Supreme Court to reconsider its holding. The Supreme Court has for now issued an Order withdrawing its opinion, pending further proceedings in the appeal. No further briefing schedule or other Order has issued.

Walczak v. Dover Police Department: A person filed a Superior Court action for return of firearms that had been voluntarily tendered to the Police Department for safekeeping. The City received service of the suit in June 2021. The matter was resolved and the case has been dismissed.

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

Dover Business & Industrial Development Authority

by Daniel Barufaldi

Leadership & Governance Outcomes:

Summary:

Economic activity continued to expand in several sectors in Dover through June. The downtown restaurants that reopened with outside seating, the relaxation of indoor capacity utilization with social distancing and barriers are now facing severe worker shortages exacerbated by the expanded and extended unemployment insurance benefits that were just terminated on June 19th. Efforts are underway with Senator Shaheen's office to expand the temporary work visas being offered to foreign hospitality and accommodation workers during the tourism season. Local restaurants are being forced to attenuate open hours or open days due to lack of staff. Outside seating in May, limited by patches of inclement weather has improved markedly in a very warm June. This is important to all downtown businesses as the restaurants attract customers to all other downtown merchants. The Dover unemployment rate, in steady decline since August, stabilized at 3% in April and at 2.5% in May from 4.0% unemployment in March. The June unemployment rate dipped to a record low at 1.3%. At the height of the initial pandemic peak, Dover's unemployment rate was 17.3 %. The number of people employed in June has still not fully returned to pre-pandemic levels as many have left the workforce due to a variety of reasons. Among them lack of childcare facilities and their high cost keeping parents out of active employment, the decision by many remote workers to change their work lifestyle or start their own businesses. Dover's hotels that were doing better than expected enjoying an average occupancy rate of 80% have now stabilized at that occupancy level. The corporate guest market has declined but the trades, utilities and medical staffing filled the gap. These segments have now also slightly declined due to lack of workers but to a lesser extent. We are beginning to see increased vacancies developing in leased office space and expect to see more as leases expire. While retail space has continued to cost more, office space lease rates are beginning to decline. These vacancies are due to the realization that remote working works for some large firms and the overhead expense of office space can be eliminated.

The NH MSRP 2.0 support program has provided some relief to small businesses as a bridge during the second federal stimulus program roll out. Our restaurants are currently under great financial stress and are anxiously anticipating the rollout of the Dover Cares 2.0 grant program to get them through. We currently have three active Dover Cares 2.0 Grant applicants The stock market, though somewhat volatile in the oil and commodities sectors in the first months of the second quarter, has shown enough strength to increase consumer spending and has raised people's confidence going forward despite sharply rising gasoline cost. It is anticipated that some volatility will continue through the summer season. The durable goods sector reported some significant sales gains after the previous sales declines. Sensor shortages are curtailing new car production of several brands at present. Dealerships are trying to sell cars on line and are experiencing some success with substantially lower pricing. Significant auto overstock still exists. The manufacturing sector, including capital goods and aircraft related parts, continues to show declines including some major layoffs due to the economic paralysis engendered by the coronavirus in international trade and tourism. The Boeing MAX problems that have prevented the aircraft from rejoining commercial fleets has been resolved and United Airlines just ordered 272 new Boeing planes. Most downtown retailers are on reduced hours and staffing. Staffing firms reported a small but persistent rising tide of employment. Commercial real estate activity continues strong despite very high labor and materials costs for projects. A number of new commercial/ industrial projects were greenlighted in February and March with other projects surfacing and being initiated for July starts. Residential real estate markets saw some major increases in closed single family home sales at sustained high prices and multifamily residential apartment projects continue strong for the moment. One recently completed mixed use new build was put up for sale in June. Most recently the US economy was growing at a record pace (GDP growth at 2.6% over Q2, 2019 but declining to a recessionary state at least up to the beginning of the third quarter of 2020. It is now projected to reach a 6.1% GDP growth in the next quarter. Mortgage interest rates most recently increased to 2.6% spurred on by the rise in the 10 year bond rate. Lending rates are still a great value but bank lending restrictions have tightened. Inflation has risen significantly in the short term but it is still unclear if it will continue to rise or be transitory as suggested by the Fed.

Selected Business Services:

Demand for consulting and advertising is down sharply over last year at this time. Software and IT services providers are experiencing a pause in activity. Some consolidation is now being experienced in the institutional healthcare sector. Wentworth Douglas Hospital's merger with Mass General is part of an overall consolidation trend in institutional healthcare. This is expanding the range of medical specialties available to the Dover market. WDH has opened a medical practice facility at the Pease Development Authority and has another urgent care center planned on a Dover Point Rd. site. Portsmouth Regional Hospital has opened a stand-alone ER building at Exit 7 in Dover. Tele-med service is expanding and will become a more permanent segment of medical services after the pandemic abates. Wages, while historically up significantly in critical skill areas have flattened with the loss of elective procedures during the pandemic. Increased health insurance costs remain a concern with the uncertainty of the future reform of the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost.

Predictions for 2021 revenue growth in the services sector are now less sanguine.

Commercial Real Estate:

Non-residential commercial real estate sales activity is growing at about 90% of the previous rate locally, and with flat activity in the Portland markets and declines in Connecticut, Boston and Rhode Island markets in this period. New build costs for needed 20,000 SF – 30,000 SF manufacturing/ assembly/ warehouse/ office spaces at Enterprise Park are causing sticker shock for several prospects and delaying project initiation but with two breakthrough projects beginning to be initiated this coming month. The lack of at site utilities on Innovation Way has limited the developments considering that location. Trading City owned land for project financed utility development is now being considered to develop projects with no City cash outlays where practical. Accelerator units of 1,200 – 2,500 SF are sorely needed to house small post startup companies to get underway and to grow in Dover. The Orpheum co-worker space is fully booked and has a waiting list. Office leasing was non-existent this month. The lending environment remains highly favorable to brave borrowers, with historically low but rising interest rates but with somewhat tighter lending standards. The flow of investment capital declined for commercial lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains active so far with local inventory in this category rising rapidly. The outlook remains cloudy across the region so far in this sector. Forecasts call for more uncertainty in fundamentals moving forward. Fiscal policy and uncertainty around the business and employment effects of the pandemic uncertainty at both the state and federal levels are causing some reluctance to commit assets until things calm down.

See Local Major Development Projects at end of report.

Residential Real Estate:

Residential real estate markets are now contributing strong performance on the Seacoast. Home buyer confidence still appears to be there for higher priced homes which seems counter intuitive unless these are investments in non-monetary assets in anticipation of rising inflation as the Treasury prints money to pay off Federal deficits with cheap dollars. Completed sales of single family homes increased year-over-year in Q1 with Strafford County single family home inventory increasing by 1.4 % for the first time in the last few years. 2020 unit sales declined slightly due to lack of inventory. Rising prices are convincing sellers to put homes on the market. Median selling prices continue to rise locally and are up double digit % year-over-year 2019-2020. Condo sales though somewhat mixed regionally, are up locally as well as condo pricing and pending sales. Median sale prices in NH and in Dover increased again in the period for single family homes to the $400,000 median price range. Pending sales suggest the markets for high-end single family houses and condo's will continue, though abated, throughout 2021 with a probable pause in growth in late 2021 or early 2022. Realtors are having more luck trying to sell homes on-line.

Manufacturing & Related Services:

Most local manufacturers supplying domestic and international markets are now reporting expanding sales results. Exceptions are aerospace and commercial airplane and parts suppliers. One point-of–purchase systems supplier is experiencing sales decreases significant enough to require an 80% layoff and downsizing out of Dover to their MA HQ. Local manufacturing has grown 400 jobs this year but last quarter Safran and Albany International in Rochester announced some layoffs due to the airline problems mentioned above. ACLARA in Somersworth has closed the former GE meters plant and is changing their business model to outsource production. It is confirmed that a local developer will renovate this property and turn it into a multi-family residential development. Measured Progress has been sold and will be moved to the buyer's HQ in the South. The Phase 1 Chinese trade agreement is not expected to have a substantive positive effect as tensions between the U.S. and China continue to mount. Manufacturing firms reporting on inventory levels are citing higher levels as supply chain interruptions abound. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth have now stabilized and are once again growing. Capital investment is stable locally and we have several expansion projects either underway or about to get underway. Foreign investment in the US is growing rapidly due to the uncertainties rampant in the Chinese, Brazilian, Venezuelan and European economies. The Silver Square development is now making Phase II progress and have completed their CVS building.

Regional manufacturers are now gaining in confidence and are again contemplating expansions due to business growth.

Labor demand has been strong in IT and software, electronics, engineering, quality assurance tech and legal skills. Entry level jobs are not being filled even as wage rates continue to rise. Talks with the Chamber of Commerce Education Committee, Dover High School CTC, Great Bay Community College, Somersworth High School CTC and UNH for BIZEDConnect have now resumed but have been slowed by schools switching to remote learning and summer closings. Recent reductions in the NH BPT and EPT are being maintained by the Governor's veto so far. The FY2022 Tax Cap Budget, was received with some relief by local businesses that feared an over the tax cap budget strategy from the School District when combined with high electric energy costs and water processing costs and their concerns about their survivability. New Hampshire has the 6th best total tax burden in the U.S. and far better than the other New England states.

Retail & Tourism:

Due to the relaxation of limits on gatherings necessitated by the pandemic and the fear surrounding it, local retail and tourism activities are beginning to rebound, limited only by a lack of sufficient workforce. On-line shopping continues to prosper due to the brick and mortar small retail closings and customers continuing fears/uncertainty regarding exposure to others. Many regional malls are being repurposed to other uses and many national/international retail chains have closed in the US, Canada and worldwide. Many large retailers are making infrastructure investments to participate more fully in on-line sales with on-site drive through pick up points and deliveries to your door. It is anticipated that some of the big box medium sized chain stores in neighboring municipalities may close when their leases expire. Large big box chains with highly developed on-line sales/ delivery systems are expected to continue to do well.

Local retailers and all local businesses have been informed of the recent SBA Emergency loans and grants programs, SELF Program and most recently, the GAP Program, and NH Chamber Relief Program as well as the DoverCARES Emergency Loan Fund and grant program. All have now been informed of the available programs including the latest landlord notifications to provide delinquent renter relief under PPP2.0 and the American Rescue Plan. The eviction moratorium is about to end.

Employment and Wages:

Local labor market pressure that initially collapsed with the widespread business closures and layoffs brought on by the pandemic have now increased to record levels. It appears that the fate of the proposed $15 minimum wage was defeated due to its potential for increasing unemployment at the lower end of the wage scale.

In the higher skill set categories, doctors, paramedics, physician's assistants and nurses are no longer in short supply as elective procedures suspended in anticipation of COVID-19 surges that didn't materialize in the magnitude anticipated in NH are no longer at peak levels with fewer hospitalizations. NH hospitals are in deficit and some doctor and nurse layoffs are expected as elective procedures are back on track again locally for the time being but not in heavily infected states.

Local Major Development Projects:

- First Street Development Phase 2 (River Mark) is nearing completion.
- Third Street Development (Changing Places) is complete.
- Silver Square Development: Phase 1 completion, Phase 2 underway.
- 49,000 SF at 27 Production Drive has been sols and has two occupants.
- Cathartes Project (Orpheum) Occupied.
- Well over $100,000,000 in Dover development underway.
- Fosters Building sold for $1.5 million / Kostis Brothers (renovation in process).
- The Old courthouse Building on First and 2nd has a buyer and has entered into an agreement to buy and renovate and is in TRC.
- 6 Grove St. Project is once again underway.
- The Fosters building on Venture Dr. New owner (Index Packaging) is expanding the building by 67,000 SF.
- Birch Hill Armory on Industrial Park Dr. is completed and open.
- The H. Morris building on Venture Dr. is completed.
- Several mixed use and multi-family residential projects are at the TRC stage and heading for Planning Board approval, including some workforce housing.

Parking Division

May	May-21	May-20	May-19	Fiscal YTD 2021	Fiscal Year 2020	Fiscal Year 2019
Meter Activity - Total						
Meter Transactions	37,578	10,539	42,594	345,290	442,999	466,721
Income from Meters	$56,812	$22,271	$59,403	$601,264	$836,199	$648,806
Active Meter Days	25	25	22	276	292	249
Average Daily Meter Transactions	1,503	422	1,936	1,251	1,517	1,874
Meter Activity - Parking Garage						
Meter Transactions	2,403	345	3,327	20,059	36,219	36,749
Income from Meters	$6,163	$981	$5,995	$55,802	$88,142	$61,468
Active Meter Days	25	25	22	276	292	249
Average Daily Meter Transactions	96	14	151	73	124	148
Parking Permit Activity						
Total Parking Permits Issued	742	576	624	7,982	6,809	6,767
Residential Permits Issued	40	33	42	433	441	637
Business Permits Issued	702	543	582	7,549	6,499	6,130
Permit Income	$16,067	$9,675	$22,755	$244,843	$246,485	$232,682
Parking Ticket Activity						
Total Parking Tickets Issued	621	262	619	6,065	7,862	8,181
Accessible Space Tickets Issued	2	0	6	21	48	77
Winter Restriction Tickets Issued	0	0	0	381	164	327
Parking Ticket Income	$11,754	$6,547	$10,741	$144,130	$180,148	$168,062
Electric Vehicle Charging Stations						
Number of times Stations Used	15	5	24	84	233	not captured
Charging Station Income	$96	$17	$73	$489	$952	not captured

COAST

Ridership Activity

New Coast routes began end of June 2020. Those pertaining to Dover are below:

Month	**Route 1** Dover/Somersworth/ Berwick	**Route 13** Dover/Somersworth	**Route 33** Downtown Dover/County Complex/Portland Ave	**Route 34** Downtown Dover/Knox Marsh Rd
July 2020	3,103	2,313	1,042	133
August 2020	2,812	2,484	1,040	178
September 2020	3,225	2,577	1,011	271
October 2020	3,331	2,700	1,148	266
November 2020	2,942	2,148	1,121	327
December 2020	3,003	2,254	1,119	451
January 2021	2,927	2,126	979	325
February 2021	2,706	2,216	861	315
March 2021	3,367	2,833	1,240	505
April 2021	3,464	2,702	1,183	318
May 2021	3,235	2,999	1,088	225

J. MICHAEL JOYAL, JR.
CITY MANAGER

CITY OF DOVER

CITY COUNCIL - MINUTES

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

Councilor Cullen led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

5. PROCLAMATIONS/AWARDS

Mayor Carrier read the Pride Month Proclamation to the Council.

Mayor Carrier read the Pollution Reduction Month Proclamation to the Council.

6. APPROVAL OF AGENDA

Deputy Mayor Ciotti added as Item 13.B.16. "Authorizing Application, Acceptance, and Expenditure of Community Development Block Grant – COVID-19 Public Facilities Funding to Support the Acquisition of a Homeless Day Center".
Deputy Mayor Ciotti moved to accept the Agenda as amended; seconded by Councilor Thibodeaux.
Vote: 9/0.

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

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

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

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.

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 talked about Dover Cares grant funds that are available for local businesses. He reminded residents to be conscientious about water usage. He talked about construction activities and the impact on traffic throughout the City. Licensing Board permits are listed in his Manager's Report. Recreation Summer activities are getting underway next week. July 4th fireworks will be launched from Garrison Hill this year.
Deputy Mayor Ciotti moved to accept the City Manager's Report; seconded by Councilor O'Connor.
Vote: 9/0.

10. APPROVAL OF MINUTES

A. June 9, 2021 – Regular Meeting

Deputy Mayor Ciotti moved to approve the Minutes; seconded by Councilor Muffett-Lipinski.
Vote: 9/0.

11. MAYOR'S REPORT

Mayor Carrier listed the events he attended: Dover High School graduation, Dunaway Fields' Opening Day for baseball. He recognized Jessica Parratto and Councilor Shanahan's son Michael for their Olympic trials. He spoke about a citizen who called him to recognize Councilor Muffett-Lipinski who helped him with his groceries on a hot day. The Dover 400th has hired a part-time person to assist with organizing the event.
Deputy Mayor Ciotti moved to accept the Mayor's Report; seconded by Councilor Shanahan.
Vote: 9/0

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

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Muffett-Lipinski.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

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

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Muffett-Lipinski.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

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

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: 9/0.

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**

Deputy Mayor Ciotti moved for the adoption of the Consent Calendar, seconded by Councilor Williams.
Mayor Carrier asked the Council if they had items they would like pulled for further discussion.
Councilor Thibodeaux pulled Item 13.A.3.
Deputy Mayor Ciotti pulled Item 13.A.2., and added an Appointments Committee Report.
Councilor Williams added a Strafford Regional Planning Commission Report.
Mayor Carrier asked for a roll call on the remaining items on the Consent Calendar.
Roll Call Vote: 9/0.

Deputy Mayor Ciotti moved for the adoption of Item 13.A.2.; seconded by Councilor O'Connor.
Roll Call Vote: 9/0.

Deputy Mayor Ciotti moved for the adoption of Item 13.A.3.; seconded by Councilor O'Connor.
Roll Call Vote: 9/0.

Deputy Mayor Ciotti gave an overview of the Appointments Committee Report to the Council.
He listed the following for appointment:

James Miles Barrett – alternate to regular member on the Energy Commission

New Applicants:
Dara Storch – Board of Health
Jeff Roemer – Dover Business and Industrial Development Authority
Riley Doenges – Board of Health

Stephen Piper – Graffiti Management Ad-Hoc Committee
Nyssa Seekamp – City Manager's recommendation to New Hampshire's Cocheco River's Local Advisory Commission
Quincy Devine – Energy Commission Alternate

Reappointments:
Abigail Lyon – Conservation Commission
Michael Behrmann – Energy Commission
Bruce Batchelder – Open Lands Committee
Nabia Fortier – Open Lands Committee
Nancy O'Connor – Open Lands Committee
Charles Reynolds – Parking Commission
Jack Buckley – Parking Commission
Joseph DiGregorio – Parking Commission
Jessica Bonello – Pool Advisory Committee
Patricia Campbell – Pool Advisory Committee
Gary Gilmore – Solid Waste Advisory Commission
Donald Cichon – Trustees of the Trust Fund
Otis Perry – Utilities Commission
Deputy Mayor Ciotti moved to accept the Appointments Committee Report; seconded by Councilor Thibodeaux.
Vote: 9/0

Deputy Mayor Ciotti gave an overview of the Graffiti Management Ad-Hoc Committee, and asked for citizens to sign up to work on this committee.
Councilor Williams gave an overview of the Board of Health, and asked for citizens to sign up to work on this Board.
Deputy Mayor Ciotti moved to accept the Appointments Committee Report; seconded by Councilor Shanahan.
Vote: 9/0.

Councilor Shanahan gave an overview of the Legislative Liaison Report to the Council.

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

Councilor Gasses gave an overview of the McConnel Center Advisory Commission Report to the Council.

Councilor Shanahan gave an overview of the Ordinance Committee Report to the Council.

Deputy Mayor Ciotti gave an overview of the Parking Commission Report to the Council.

Councilor O'Connor gave an overview of the Pool Advisory Committee Report to the Council.

Councilor Shanahan gave an overview of the Racial Equity and Inclusion Ad-Hoc Committee Report to the Council.

Councilor O'Connor gave an overview of the Recreation Advisory Board Report to the Council.

Councilor Williams gave an overview of the Strafford Regional Planning Commission Report to the Council.

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

   Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Muffett-Lipinski.
   City Manager Joyal gave an overview of the Resolution to the Council.
   Roll Call Vote: 9/0.

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

   Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Williams.
   City Manager Joyal gave an overview of the Resolution to the Council.
   Roll Call Vote: 9/0.

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

   Deputy Mayor Ciotti moved for its adoption; seconded by Councilor O'Connor.
   City Manager Joyal gave an overview of the Resolution to the Council.
   Roll Call Vote: 9/0.

4. **B21067 CENTRAL AVENUE NORTH WATER IMPROVEMENTS**
   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: 9/0.

5. **B21069 CONSULTING DESIGN SERVICES FOR COURT AND UNION STREETS RECONSTRUCTION PROJECT**
   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: 9/0.

6. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND AFSCME**
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: 9/0.

7. **COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DPEA**
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: 9/0.

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

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor O'Connor.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

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

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Gasses.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

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

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Muffett-Lipinski.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

11. COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DPAA II
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: 9/0.

12. COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF DOVER AND DMEA
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: 9/0.

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

Deputy Mayor Ciotti moved to refer to a public hearing on July 14, 2021; seconded by Councilor Thibodeaux.
Vote: 9/0.

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

Deputy Mayor Ciotti moved to refer to a public hearing on July 14, 2021; seconded by Councilor Shanahan.
Vote: 9/0.

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

Deputy Mayor Ciotti moved to refer to a public hearing on July 14, 2021; seconded by Councilor Gasses.
Vote: 9/0

16. **AUTHORIZING APPLICATION, ACCEPTANCE, AND EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT – COVID-19 PUBLIC FACILITIES FUNDING TO SUPPORT THE ACQUISITION OF A HOMELESS DAY CENTER (TO BE REFERRED TO PUBLIC HEARING ON JULY 14, 2021.)**
    SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved to refer to a public hearing on July 14, 2021; seconded by Councilor Muffett-Lipinski.
Vote: 9/0

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

Deputy Mayor Ciotti moved to refer to a public hearing on July 14, 2021; seconded by Councilor Muffett-Lipinski.
Vote: 9/0

14. COUNCIL CORRESPONDENCE

A. Letter from xfinity dated June 7, 2021.

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

15. COUNCIL MATTERS OF INTEREST

Councilor Thibodeaux announced her Coffee with a Councilor to be held on the 1st and 3rd Saturdays at the Sunrise Pointe Café.

Councilor Muffett-Lipinski referring the Coffee with the Councilor and asked about holding a post pandemic event with the entire Council.

Councilor Shanahan asked about the Mental Health Alliance funding.
City Manager Joyal gave an overview of the City's actions and added that he plans to address this issue at the next Council meeting.

Councilor Shanahan referred to Item 13.B.14. and asked the Council to read it closely.

Mayor Carrier talked about the reenactment of the reading of the Declaration of Independence on July 4th, 9:00 am.

16. ADJOURN

Councilor O'Connor moved to adjourn; seconded by Councilor Muffett-Lipinski.
Vote: 9/0.

CITY COUNCIL - AGENDA

CITY OF DOVER

Meeting Type:	Workshop Session
Meeting Location:	City Hall, Council Conference Room
Meeting Date:	**Wednesday, July 7, 2021**
Meeting Time:	**6:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Gasses led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

5. CITIZEN'S FORUM

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

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

6. DISCUSSIONS

A. PROPOSED ATLANTIC BROADBAND CABLE FRANCHISE LICENSE

Media Services Director Gillis gave an overview of the proposal to the Council. He introduced Francis Bradley, Director of Government Affairs; Nadine Heinen, Northeast Region Director; and Glenn Patch, Construction Manager for Atlantic Broadband.

Mr. Bradley gave a PowerPoint presentation to the City Council regarding Atlantic Broadband.
Mr. Patch and Ms. Heinen answered questions from the Council regarding the impact to citizens if they chose to switch over to Atlantic Broadband.

B. COMMUNITY POWER PROGRAM

Mr. Bill Baber, Energy Commission Chairperson introduced Mr. Henry Herndon from the Community Power Coalition of New Hampshire.
Mr. Herndon gave a PowerPoint presentation to the Council regarding a Community Power Program.

7. ADJOURNMENT

Councilor O'Connor moved to adjourn; seconded by Councilor Thibodeaux.
Vote: 8/0.

CITY OF DOVER	**CITY OF DOVER - ORDINANCE**
	Agenda Item#: 12.A.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.

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#: 12.A.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:	06/23/2021	Public Hearing Date:	07/14/2021
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**	
		Agenda Item#: 12.A.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

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.

CITY OF DOVER	**CITY OF DOVER - RESOLUTION**
	Agenda Item#: 12.C.1.
	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#: 12.C.1.
	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:	06/23/2021	Public Hearing Date:	07/14/2021
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.		

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#: 12.C.2.
	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#: 12.C.2.
	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

Sponsored by: Councilor Dennis Shanahan, Councilor Fergus Cullen

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

Recorded by: Susan M. Mistretta, City Clerk

DOCUMENT HISTORY:

First Reading Date:	06/23/2021	Public Hearing Date:	07/14/2021
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#: 12.C.2.
	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 (<u>example</u>) 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 Cochecho River; thence following the Cochecho River southeasterly to the abandoned Railroad Bridge over the Cochecho 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 Cochecho River; thence following the Cochecho 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 <u>or amended at any time during their term of office or</u> 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#: 12.C.3.
	Resolution Number: R – 2021.06.23 – 122
	Resolution Re: Authorizing Application, Acceptance, and Expenditure of Community Development Block Grant – COVID-19 Public Facilities Funding to Support the Acquisition of a Homeless Day Center

WHEREAS: The City of Dover has identified that homelessness is a serious problem in the Tri-City region of Dover, Somersworth, and Rochester and has participated in the Tri-City Mayors' Taskforce for the purpose of addressing homelessness; and

WHEREAS: HUD Community Development Block Grant CARES Act (CDBG-CV) funds are available through the NH Community Development Finance Authority for public services grants of up to $500,000; and

WHEREAS: A primary component of the CARES Act is assistance to State, Local, Territorial, and Tribal Government for the direct impact of the COVID-19 pandemic; and

WHEREAS: Community Action Partners of Strafford County (CAPSC) currently rents and operates a location for daytime homeless support programming at 577 Central Avenue Suite 20, Dover, NH 03820, also known as Bradley Commons (hereafter the "Day Center"); and

WHEREAS: Rent of the Day Center is currently funded by a Community Development Block Grant – COVID-19 (CDBG-CV) award that will expire on June 30, 2022.

WHEREAS: CAPSC has proposed that the City of Dover assist with acquisition of the Day Center for the purpose of ensuring that it continues to operate as a public facility providing daytime homeless support programming beyond the expiration of the current CDBG-CV grant; and

WHEREAS: The Day Center and its services will benefit a limited clientele made up entirely of individuals or families experiencing homelessness; and

WHEREAS: Individuals and families experiencing homelessness are presumed by HUD to be low- to moderate-income for the purposes of CDBG eligibility; and

WHEREAS: An application for a CDBG-CV grant for a maximum of $500,000, with no City match required, has been prepared by Strafford Regional Planning Commission (SRPC) on behalf of the City of Dover and in collaboration with CAPSC.

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

The City of Dover intends to and will submit an application for Community Development Block Grant COVID-19 funds of up to $500,000 for the purpose of enabling Community Action Partners of Strafford County to acquire the property at 577 Central Avenue Suite 20, Dover, NH 03820 and continue to operate it as a public facility providing day services to individuals and families experiencing homelessness.

AND, FURTHER BE IT RESOLVED THAT:

The City Manager is authorized to apply for, accept, and expend the CDBG-CV funds of up to $500,000 and to officially represent the City of Dover in connection with the application and expenditure of funds, including execution of contracts, grant agreements, or other actions necessary to carry out the intent of said grant agreement (including acting as the certifying officer for HUD environmental documents) without further action of the City Council for the purposes set forth in the grant agreement.

AND, FURTHER BE IT RESOLVED THAT:

The Purchasing Agent is hereby authorized to issue necessary Purchase Orders for the expenditure of grant funds herein authorized for the purposes of said grant funds. 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.

AND, FURTHER BE IT RESOLVED THAT:

The City Manager is hereby authorized to enter into any and all agreement(s) and documents with, and with respect to, Community Action Partners of Strafford County as subrecipient and Strafford Regional Planning Commission as grant-writers and grant administrators for the purposes of this grant.

REQUIRES 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 Wyatt City Attorney		
Recorded by:	Susan Mistretta City Clerk		

CITY OF DOVER	**CITY OF DOVER - RESOLUTION**
	Agenda Item#: 12.C.3.
	Resolution Number: R – 2021.06.23 – 122
	Resolution Re: Authorizing Application, Acceptance, and Expenditure of Community Development Block Grant – COVID-19 Public Facilities Funding to Support the Acquisition of a Homeless Day Center

DOCUMENT HISTORY:

First Reading Date:	06/23/2021	Public Hearing Date:	07/14/2021
Approved Date:		Effective Date:	

DOCUMENT ACTIONS:

VOTING RECORD Date of Vote: 12/02/2020	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:

Community Action Partnership of Strafford County (CAPSC) is seeking to partner with the City of Dover (the City) on an application to the New Hampshire Community Development Finance Authority ("CDFA") to purchase the suite located at 577 Central Ave, Suite 20 for the Day Program Center. This is the current location of the Center which is operated under CAPSC as an extension of its work to address homelessness and housing in the County.

CDFA administers the State of New Hampshire's annual federal allocation of Community Development Block Grant (CDBG) funds for eligible municipalities. Typically, Dover is not eligible for the funds because it is an entitlement community with its own separate allocation. However additional money under the CARES Act is available in the state, including entitlement communities, addressing homeless and COVID-19 mitigation issues. This project falls into the category of public facilities particularly for persons of low and moderate income and, in this case, the homeless in these communities. If awarded, CDFA directly awards CDBG to the City and CAPSC would be the subgrantee or subrecipient.

There is no additional cost to the City and any direct expenses to establish the grant (newspaper advertisement, legal fees, etc.) are covered by the grant award. There is no additional staff expense of time or grant administration. Strafford Regional Planning Commission will be contracted as the grant administrator for this project.

The application for funding is due July 26th. As part of the process, the City and CAPSC must adhere to strict public notice guidelines as well as public hearings. Due to the application deadline and City meetings, the following timelines are proposed for developing and submitting the application:

- June 23 – First reading of a resolution to submit the CDBG application.
- CDFA has confirmed that even though Dover is an "entitlement community" for CDBG eligibility, Dover is eligible for this grant opportunity. However, the City's "Consolidated Plan", which it uses for the CDGB entitlement program, may not meet all of the requirements for plans that must be submitted with competitive CDBG applications, including the "Residential Antidisplacement and Relocation Assistance Plan", "Housing and Community Development Plan", and/or "Citizen Participation Plan". SRPC is expected to work with CAPSC and City Staff to identify which components of these plans may already exist and which would require further action. The current understanding is that, even if the content of the "Residential Antidisplacement and Relocation Assistance Plan" and "Citizen Participation Plan" are already contained in Dover's "Consolidated Plan", CDFA would expect us to repackage and formally adopt that content under the title of those separate plans.
- No Later Than July 2 – Notice for the required public hearing will be published. The public hearing will include, at minimum, approval of submitting the CDBG application as required by CDFA.
- July 14 – City Council holds the required public hearing authorizing the City Manager to submit the application.
- July 26 – All materials will be submitted to CDFA via their grants management system by this date.

The total cost for this application is currently estimated at approximately $353,000. For the purposes of the resolution, NH CDFA staff has advised to simply state that the application will be "up to $500,000" as the parties continue to refine the exact amount. The application deadline is July 26th. Award notifications are in late September with final contracts in December/January timeframe.

Additional background on the Day Center:

The Day Center model is a one stop shop where emergency shelter, transitional housing, and permanent supportive housing providers have been coordinating services for homeless and housing insecure individuals and families since November 2020. This model streamlines the process of accessing housing for families and individuals by making housing and social service supports available in one location.

The Center is critical to the region's homeless response. It provides wrap-around services, medical care, COVID-19 vaccinations, nutrition support and is a respite for those in transition. While a longer-term approach to services is formulated, it is important this Center not be lost. Securing a location with no lease/mortgage overhead is critical to redirecting services directly to clients.

This Center directly impacts 5 of the 7 strategies identified in the Tri City Master Plan including:

#3) Increase Homeless Prevention & Rapid Re-Housing Programs
#4) Support Access to Transportation
#5) Enhance Access to Quality Healthcare, Mental Health & Education
#6) Support Efforts to Decrease Substance Use Disorder and Increase Prevention
#7) Engaging the Community to End Homelessness

The Center states it will leverage existing programs for service delivery. The Center is staffed with a Service Coordinator and augmented with staff from CAPSC as well as other organizations and programs.

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.07.14 – 123**
Resolution Re: B21018 Dover Teen Center Kitchen Construction

WHEREAS: A sealed Request for Proposal #B21018 was issued and received for the Dover Teen Center kitchen construction project on April 1, 2021 at 2:00 PM. A mandatory pre-proposal meeting was held on March 16, 2021 at 10:00 AM with two vendors in attendance; and

WHEREAS: The City received one bid reply from Careno Construction Co. of Portsmouth, NH, which was reviewed for necessary experience, technical and professional qualifications, possession of a satisfactory record of performance, as well as cost. It is the recommendation to accept the proposal submitted by Careno Construction Co., a vendor that the City has worked with previously, in the amount of $117,232.00 with Add Alt#1 for a structural engineer in the amount of $1,500.00, and Add Alt#2 for a plumbing engineer in the amount of $3,500.00 for the total amount of $122,232.00; and

WHEREAS: The project was a part of the Substantial Amendment to the Community Development Block Grant (CDBG) FY18 Action Plan approved by the City of Dover and HUD.

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 Careno Construction Co. for the Dover Teen Center kitchen construction project in the amount of $122,232.00. 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**
2100.1.180.46341.4725.06392.18	Teen Center - Building Improvements	40,000.00	40,000.00
2100.1.180.46341.4835.06392.18	Grants/Subsidy - Teen Center	46,292.44	26,018.78
2100.1.180.46341.4835.06392.21	Grants/Subsidy - Teen Center	56,214.00	56,214.00

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 - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.07.14 – 123**
Resolution Re: B21018 Dover Teen Center Kitchen Construction

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 – 2021.07.14 – 123**
	Resolution Re: B21018 Dover Teen Center Kitchen Construction

RESOLUTION BACKGROUND MATERIAL:
The City requested proposals from qualified vendors for the purpose of modifying a portion of the Dover Teen Center to house a kitchen facility. The project will create a kitchen facility to serve Teen Center clientele whose households qualify as low/moderate income.

The services to complete this project include the following, but is not limited to, the installation of stainless steel wall cabinets, removal of a portion of a cement block wall to extend the existing door frame, wiring and outlet installation to accommodate the oven/range and other kitchen equipment items, installation of plumbing piping/fittings, installation and purchase of a handwashing sink, installation and purchase of a ventless hood system with an Ansul fire suppression system, and installation of a 3-bay sink and faucet, electric oven/range, and refrigerator/freezer. In addition, the vendor will also prime and paint as necessary, as well as provide for all the demolition, and haul and dispose of removed debris and materials.

While there were two vendors participating in the mandatory pre-proposal meeting, only Careno Construction Co. submitted a proposal. The second vendor was contacted who noted that they were booked out too far to be able to accommodate a reasonable schedule for this project. The City's Facilities Project Manager thoroughly reviewed the proposal and agreed with the team overseeing the project to proceed with a recommendation to award to Careno Construction Co.

Bid Information:
A sealed Request for Proposal #B21018 was issued and received for the Dover Teen Center kitchen construction project on April 1, 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:	330	**Number of Responses:**	1
Warranty:	Per Manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	Yes	**Contract:**	Yes
Prices will hold for:	Until Complete	**Estimated Delivery:**	As Needed
Recommended Award to:	Careno Construction Co.	**Fund:**	CDBG
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.

B21018 Bid Documents and Vendor List

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.07.14 – 124**
Resolution Re: B21039 2021 Sidewalk Improvements, Additional Funding Request

WHEREAS: A sealed Request for Proposal #B21039 was issued and received for 2021 sidewalk improvements on March 25, 2021 at 2:00 PM for a one-year agreement with the option to renew for two additional one-year terms at mutually agreed upon rates; and

WHEREAS: One bid was received which was submitted by John H. Lyman and Sons Inc. for unit pricing of various services and products in the amount of $451,000.00 and a bid-alternate of $215,200.00. The City Council approved the recommendation to award to John H. Lyman in the amount of $335,241.93 via resolution R-2021.04.14-047 so as not to exceed available funding; and

WHEREAS: FY2022 funds are now available and staff is seeking approval to award an additional $115,758.07 to John H. Lyman and Sons, Inc. at rates provided in conjunction with bid #B21039.

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 John H. Lyman and Sons Inc. of Gilford, NH for 2021 Sidewalk Improvements at rates provided in conjunction with Bid #B21039 in the total amount of $115,758.07. The City Manager, or designee, is hereby authorized to finalize and enter into an agreement 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**
1000.1.300.43121.4753.00000.00	Sidewalks	121,664.00	121,664.00

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.A.2.
	Resolution Number: **R – 2021.07.14 – 124**
	Resolution Re: B21039 2021 Sidewalk Improvements, Additional Funding Request

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.A.2.

Resolution Number: **R – 2021.07.14 – 124**
Resolution Re: B21039 2021 Sidewalk Improvements, Additional Funding Request

RESOLUTION BACKGROUND MATERIAL:
The construction to take place within the scope of this bid will be in conjunction with the City of Dover's paving projects at various locations throughout the City. There are proposed areas where modification of existing curb and sidewalks will be done on existing roadways and other areas involving reset/new curb and sidewalk installation. The contractor must familiarize himself with the sites of the proposed work and adjust accordingly.

There are also unplanned areas within the sidewalk network which arise and may range from 10 feet of reset curb to 500 feet of new curb and as little as 2 square yards of brick sidewalk to 1,000 square yards of concrete sidewalk. The contractor must be able to mobilize on notice to install curbing within 10 days to facilitate paving projects.

The City Council approved the recommendation to award to John H. Lyman in the amount of $335,241.93 via resolution R-2021.04.14-047 so as not to exceed available funding. With this additional funding request of $115,758.07, the total new contract amount will be $451,000.00.

Bid Information:
A sealed Request for Proposal #B21039 was issued and received for sidewalk improvements on March 25, 2021 at 2:00 PM for a one-year agreement with the option to renew for two additional one-year terms at mutually agreed upon rates.

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:	368	**Number of Responses:**	1
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:	John H. Lyman and Sons Inc.	**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.

B21039 Bid Documents and Vendor Lists

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.A.3.

Resolution Number: **R – 2021.07.14 – 125**
Resolution Re: B21073 Residential Pay-As-You-Throw Trash Bags

WHEREAS: A Sealed Request for Proposal #B21073 was issued and received for Residential Pay-As-You-Throw Trash Bags on June 15, 2021 at 1:00 PM for a one-year agreement with the option to renew for two additional one year terms contingent upon vendor satisfaction and mutually agreed upon pricing; and

WHEREAS: Two bid responses were received and evaluated for conformity to the bag specified, estimated total annual cost, as well as alternate options to provide and deliver to retail outlets and pricing for "flex bags". The low bid received from Interboro Packaging Corp. was for a bag that did not meet all specifications which included the 1.6 mil full thickness linear low density polyethylene co-extruded. The second bid received by current vendor, WasteZero, Inc., met all bid specifications, including providing optional pricing for the "flex bag" and supply and distribution of bags to retail outlets. The total annual cost difference between the two vendors to supply and deliver bags to the Community Services Department is $14,293; and

WHEREAS: It is the recommendation to award to WasteZero, Inc. of Raleigh, NC at rates provided in conjunction with bid #B21073 for drawstring bags supplied and delivered to the Community Services Department at $65.00 per case of 250 bags for 30-gallon size and $45.50 per case of 250 bags for 15-gallon size for year one with a maximum percentage escalator of 5% for subsequent years.

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 WasteZero, Inc. of Raleigh, NC for Residential Pay-As-You-Throw drawstring trash bags at rates provided in conjunction with Bid #B21073. 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	Budget	Balance
3320.1.300.43230.4612.00000.00	Waste Mtg Operating Supplies	$100,000.00	$100,000.00

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.A.3.
	Resolution Number: **R – 2021.07.14 – 125**
	Resolution Re: B21073 Residential Pay-As-You-Throw Trash Bags

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:

The City solicited bids requesting pricing information and availability on the purchase of Residential Pay-As-You-Throw trash bags to be delivered to the Community Services Department. In addition, an alternate "flex bag" option was requested, as well as the option for the vendor to supply and deliver bags to retail outlets.

Since approximately 1995, the City has been operating a "bag and tag" trash collection program in which Dover residents have the option to purchase either a 15-gallon or 30-gallon bag. The estimated or current annual usage for a one-year period is 616,500 bags, of which approximately 214,750 are 15-gallon bags and approximately 401,750 are 30-gallon bags. Actual quantities ordered through the vendor may fluctuate and/or vary at the City's discretion based upon actual demand.

The bid specifications had two options for the bag material which included a full thickness of 1.6 mil linear low density polyethylene co-extruded and a second option allowing the vendor to provide specifications for an alternative material. In addition, vendors were also asked to provide the percentage of re-grind materials to be used. WasteZero, Inc. was the only vendor meeting bid specifications, as well as to provide the requested alternate pricing for "flex bags" and supply and delivery to retail outlets.

The "flex bag" option is not recommended by City staff at this time. The bag pricing has increased significantly due to the required dyes and resins to make the bags. City staff didn't feel the extra cost for "flex bags" is necessary or warranted. Staff experience with bag failures does not indicate there is a problem with the current draw strings. The reported failures have occurred at the heat-welded seams. The current bags are on the higher side of thickness, 1.6 mils, whereas commercially purchased kitchen trash bags might typically be in the 0.9 mils range, and regular household bags in the 1.1 mils range. So, staff believe the current City bags have sufficient thickness and strength. The "flex bag" option will not improve the overall strength. There is actually a concern that the "flex bag" option might encourage over-stuffing of bags.

City staff also do not recommend the direct to vendor distribution option, at least not at this time. This option would add a cost of about $28,000 to the annual bag contract. The hope is that direct to vendor distribution could alleviate time demands on City staff, but staff would still be required to distribute bulky-item tags on a weekly basis. Staff recommend possibly pursuing this option again in the future, assuming the commodities market allows for a decrease in the raw materials necessary to make the bags, thus reducing the actual bag pricing.

Price options through WasteZero, Inc. are as follows:

Options	Price per Case (250 Bags)	Estimated Annual Total
Drawstring Bags, Delivered to Community Services	$65.00/Case/250 Bags – 30-Gallon $45.50/Case/250 Bags – 15-Gallon	$104,455.00 30-gallon $ 39,084.50 15-gallon **$143,539.50**
Flex Bags, Delivered to Community Services	$70.00/Case/250 Bags – 30-Gallon $49.00/Case/250 Bags – 15-Gallon	$112,490.00 30-gallon $ 42,091.00 15-gallon **$154,581.00**
Drawstring, Supply & Distribution to Retail Outlets	$76.25/Case/250 Bags – 30-Gallon $56.75/Case/250 Bags – 15-Gallon	$122,533.75 30-gallon $ 48,748.25 15-gallon **$171,282.00**
Flex Bags, Supply & Distribution to Retail Outlets	$81.25/Case/250 Bags – 30-Gallon $60.25/Case/250 Bags – 15-Gallon	$130,568.75 30-gallon $ 51,754.75 15-gallon **$182,323.50**

Award Information:

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

Purchasing Information:

Type:	Purchase order	**Advertised:**	Yes
Invitations Mailed:	121	**Number of Responses:**	2
Warranty:	Meets Specifications	**Terms:**	Net 30, FOB Dover
Work Bonded:	Yes	**Contract:**	Yes
Prices will hold for:	One Year	**Estimated Delivery:**	As Needed
Recommended Award to:	WasteZero, Inc.	**Fund:**	Waste Mgmt/Fund 3320 3320-
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.

B21073 Bid Documents and Vendor List

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.A.4.

Resolution Number: **R – 2021.07.14 – 126**
Resolution Re: B22001 Zamboni Replacement – Sourcewell Contract

WHEREAS: The City of Dover is a member of Sourcewell, formally the National Joint Powers Alliance (NJPA), a member-focused public cooperative of more than 50,000 member agencies throughout the United States and, therefore, may purchase utilizing any of their cooperative purchasing agreements. In November 2020, the NJPA solicited RFP#120320 and entered into agreement NJPA Contract#120320-FZC with Zamboni Company USA, Inc. of Paramount, CA for Ice Rink and Arena Equipment with Related Supplies and Services through January 8, 2025; and

WHEREAS: The equipment for consideration is a new Zamboni Model 546 in the amount of $86,950.40; 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 Zamboni Company USA, Inc. of Paramount, CA for the purchase of a new Zamboni Model 546 in the amount of $86,950.40. 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
4018.1.350.45149.4743.05404.18	Heavy Vehides	7,649	7,649
1000.1.350.45149.4742.00000.00	Arena - Light Vehides	99,000	99,000

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.4.
	Resolution Number: **R – 2021.07.14 – 126**
	Resolution Re: B22001 Zamboni Replacement – Sourcewell Contract

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 – 2021.07.14 – 126**
	Resolution Re: B22001 Zamboni Replacement – Sourcewell Contract

RESOLUTION BACKGROUND MATERIAL:

The City of Dover is a member of Sourcewell, formally the National Joint Powers Alliance (NJPA), a member-focused public cooperative of more than 50,000 member agencies throughout the United States and, therefore, may purchase utilizing any of their cooperative purchasing agreements.

The equipment for consideration is a new Zamboni Model 546 in the amount of $86,950.40. The total amount includes the Sourcewell discount of 3% off list price of $3,069.60 and the trade-in of the City's Zamboni, Model 540 of $16,000.00.

This new piece of equipment is replacing a 2006 Zamboni that has reached the age and point of use that are typical for replacement due to the wet and corrosive environment. We are also on the verge of getting into major repairs to keep the current machine reliably operable and want to avoid those expenses. The new machine should also last around 15 years.

Bid Information:

In November 2020, the NJPA solicited RFP#120320 and entered into agreement NJPA Contract#120320-FZC with Zamboni Company USA, Inc. of Paramount, CA for Ice Rink and Arena Equipment with Related Supplies and Services through January 8, 2025.

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:	N/A	**Number of Responses:**	N/A
Warranty:	Per Manufacturer	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	No
Prices will hold for:	Until Complete	**Estimated Delivery:**	210 Days
Recommended Award to:	Zamboni Company USA, 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.

[B22001–NJPA RFP#120320 Vendor and Contract Documents]

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.A.5.

Resolution Number: **R – 2021.07.14 – 127**
Resolution Re: Authorization to Utilize the Services of Dr. Nicole L. Sawyer

WHEREAS: The Dover Police Department and Dover Fire Department are in the process of implementing a mandatory annual mental health wellness check for their personnel; and

WHEREAS: The Dover Police Department has been utilizing the services of Dr. Nicole L. Sawyer, PsyD, PLLC for entry level psych exams, as well as critical incident debriefings since 2020; and

WHEREAS: Dr. Sawyer is a licensed clinical psychologist who works exclusively with Combat Veterans, Law Enforcement, Fire Fighters and EMS responders, and currently serves as a supporting psychologist for the NH State Police Peer Support Unit and is the Clinical Director for the Professional Fire Fighters of NH peer support team. In addition, Dr. Sawyer is the professional crisis intervention specialist for the Seacoast Emergency Response Team and for the Strafford County Regional Tactical Operations Unit; and

WHEREAS: Dr. Sawyer is a member of several professional organizations to include the International Association of Chiefs of Police, the Society for Police and Criminal Psychology, and the Fire Service Psychology Association; and

WHEREAS: The Dover Police Department researched four additional mental health professionals who work with first responders. None of the four individuals solely specialized in working with first responders, nor do any have the advanced training and background possessed by Dr. Sawyer. Additionally, all four are located a significant distance from the seacoast region of New Hampshire. As there is an established, trusting relationship with this service provider, it is the recommendation to continue to utilize the services of Dr. Sawyer for annual mental health wellness checks for both the Dover Police Department and Dover Fire Department; and

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

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 Dr. Nicole L. Sawyer, PsyD, PLLC of Exeter, NH to perform annual mental wellness checks for the Dover Police Department and Dover Fire Department at the rate of $150.00 per person. 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
1000.1.210.42120.4336.00000.00	Police - Medical Services	9,300.00	7,800.00
1000.1.220.42220.4336.00000.00	F&R Suppression - Medical Services	14,150.00	14,150.00

CITY OF DOVER	CITY OF DOVER - RESOLUTION
	Agenda Item#: 13.A.5.
	Resolution Number: **R – 2021.07.14 – 127**
	Resolution Re: Authorization to Utilize the Services of Dr. Nicole L. Sawyer

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 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:

The Dover Police Department and Dover Fire Department are in the process of implementing a mandatory annual mental health wellness check for all officers, dispatchers and fire personnel. Dr. Nicole L. Sawyer, PsyD PLLC has partnered with the Police Department since 2020 performing entry level psychological exams, as well as critical incident debriefings.

Dr. Sawyer is a licensed clinical psychologist who works exclusively with Combat Veterans, Law Enforcement, Fire Fighters and EMS responders and is a member of several professional organizations to include the International Association of Chiefs of Police, the Society for Police and Criminal Psychology, and the Fire Service Psychology Association.

In addition to the City's current relationship with Dr. Sawyer, she is also highly recommended by and has multiple working relationships with several other seacoast public safety agencies. Therefore, it is the recommendation to continue with this established relationship for annual mental health wellness checks for the Dover Police Department and Dover Fire Department.

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 emailed:	N/A	**Number of Responses:**	N/A
Warranty:	N/A	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	Yes
Prices will hold for:	Completion	**Estimated Delivery:**	2021
Recommended Award to:	Dr. Nicole L. Sawyer, PsyD PLLC	**Fund:**	Various
Other Approvals Required:	No	**References Checked:**	Satisfactory
Previously Worked for City:	Yes	**Reason for Council Approval:**	Competitive bidding may be waived by a majority vote of the City Council.

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.A.6.

Resolution Number: **R – 2021.07.14 – 128**
Resolution Re: Library Books & Media Purchases

WHEREAS: The City of Dover NH Public Library is a member of the New Hampshire State Library's Book Purchasing Co-Op; and

WHEREAS: The New Hampshire State Library has identified Baker and Taylor, Inc. as the book wholesaler most advantageous in terms of service and pricing for various children and adult books, CDs and DVDs; and

WHEREAS: The City can take advantage of the substantial savings realized by using Baker and Taylor, Inc., as their book jobber; 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 Baker and Taylor, Inc., of Philadelphia, PA in an amount not to exceed $80,000.00 for continued book, CD and DVD purchases. 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 to not exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000.1.390.45500.4748.00000.00	Public Library - Books and Collections	117,922	117,922

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 – 2021.07.14 – 128**
Resolution Re: Library Books & Media Purchases

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:

The City of Dover continues to use a book jobber, originally identified a number of years ago by the New Hampshire State Library, to provide large quantities and various types of books and other medial materials as needed. The City of Dover receives the same pricing schedule as other members of this Co-Op organization.

Award Information:

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

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:	As contracted	**Estimated Delivery:**	As Needed
Recommended Award to:	Baker and Taylor, Inc.	**Fund:**	Operating/Books and Collections
Other Approvals Required:	State of NH	**References Checked:**	Satisfactory
Previously Worked for City:	Yes	**Reason for Council Approval:**	Purchase to exceed the $25,000 amount requiring Council approval.

CITY OF DOVER	**CITY OF DOVER – RESOLUTION**

Agenda Item#: 13.B.1.

Bid Number:	**R – 2021.07.14 – 129**
Bid Description:	B22003 Purchase of Water Meters, FY2022 - Stiles Company, Inc.

WHEREAS: The City has been purchasing water meters from Badger Meter since they were awarded the bid in 1995 via Bid#B95052; and

WHEREAS: Badger Meter manufactures to order which means shipments can take up to six weeks for delivery. Badger Meter moved its sale of products to municipalities, such as Dover, to their local distributor. Stiles Company, Inc. of Norwood, MA is the exclusive distributor for utility products manufactured by Badger Meter for the New England region. Stiles Company, Inc. has been providing water meters to the City of Dover since 2016 at locked rates for one-year periods; and

WHEREAS: The City received quotes for the FY2022 purchase of water meters. Product pricing will be locked until June 30, 2022 and is reviewed annually.

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 Stiles Company, Inc. of Norwood, MA for a variety of meters to be purchased on an as-needed basis at rates identified in the vendor's submitted product quotes. 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**
5300.1.300.43320.4741.00000.00	Water Machinery and Equipment	185,200.00	185,200.00
5300.1.300.43320.4741.03510.22	Water Meter Replacement	704,000.00	704,000.00

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.1.
	Bid Number: **R – 2021.07.14 – 129**
	Bid Description: B22003 Purchase of Water Meters, FY2022 - Stiles Company, 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.

Bid Number:	**R – 2021.07.14 – 129**
Bid Description:	B22003 Purchase of Water Meters, FY2022 - Stiles Company, Inc.

RESOLUTION BACKGROUND MATERIAL:

The FY2022 Capital Improvement Program approved funding that continues the process of replacing existing meters in the field that have met their life expectancy. A replacement schedule ensures the water meters in system are not outdated and are recording water usage correctly. Not only have some meters reached their life expectancy, but also require inefficient, manual reading of the actual meters. The meter readings are also used as the basis for determining volumetric sewer bills.

The City currently has approximately 9,148 service #1 domestic meters. The goal is to convert to an entire radio read system to eliminate the need for manual reading of meters which will improve meter read accuracy and enhance overall efficiency. Work remains ongoing with in-house City staff where two separate crews have been dedicated to meter changeouts. As of the end of June 2021, the total service #1 domestic meter count was 9,148 with the following breakdown: Orion 1,709 (intermediate technology – allows for remote reading, but only if crew drives by with remote antenna); MMI/Trace 342 (old/non-supported units – no remote read capability); and Galaxy 7,097 (newest technology – allows for remote reading via antenna network).

Bid Information:

No bid solicitation as vendor is the sole distributor for the New England Region.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	**Advertised:**	No
Invitations Mailed:	N/A	**Number of Responses:**	N/A
Warranty:	N/A	**Terms:**	Net 30, FOB Dover
Work Bonded:	No	**Contract:**	No
Prices will hold for:	One Year	**Estimated Delivery:**	As Needed
Recommended Award to:	Stiles Company, Inc	**Fund:**	Water 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.

B22003 Product Quote Information

CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2021.07.14 – 130**

Resolution Re: Authorization to Execute Joint Powers Agreement of Community Power Coalition of New Hampshire (Intergovernmental Agreement)

WHEREAS: The City of Lebanon, the Town of Hanover, the City of Nashua, and Cheshire County have formed an intergovernmental body to support member communities in developing and implementing electric power aggregation plans pursuant to RSA chapter 53-E; and

WHEREAS: The intergovernmental body aims to pool the purchasing power of residential, commercial and industrial customers in participating communities to purchase power on a wholesale basis; and

WHEREAS: The existing members have prepared a Joint Powers Agreement of Community Power Coalition of New Hampshire, which provides for the creation of a non-profit corporation through which the intergovernmental body acts, along with associated Articles of Agreement and By-laws.

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

The Joint Powers Agreement of Community Power Coalition of New Hampshire is approved and the City of Dover is authorized to enter into said agreement.

AND, FURTHER BE IT RESOLVED THAT:

On behalf of the City of Dover, the City Manager is authorized to: (i) execute the Joint Powers Agreement of Community Power Coalition of New Hampshire, along with any necessary documents or agreements, and (ii) to take all actions necessary and contemplated by the Joint Powers Agreement of Community Power Coalition of New Hampshire.

AND, FURTHER BE IT RESOLVED THAT:

Provided a majority of the Board of Directors of the Community Power Coalition of New Hampshire ("CPCNH") approve the City of Dover's membership, the City Manager or designee shall serve as the representative of the City of Dover to attend meetings of CPCNH and vote on behalf of the City of Dover, and the Assistant City Manager shall serve as the City of Dover's alternate.

REQUIRES PUBLIC HEARING

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Deborah Thibodeaux, Ward 3

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

Recorded by: Susan M. Mistretta
City Clerk

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.B.2.

Resolution Number: **R - 2021.07.14 – 130**
Resolution Re: Authorization to Execute Joint Powers Agreement of Community Power Coalition of New Hampshire (Intergovernmental Agreement)

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 Number: **R - 2021.07.14 – 130**
Resolution Re: Authorization to Execute Joint Powers Agreement of Community Power Coalition of New Hampshire (Intergovernmental Agreement)

RESOLUTION BACKGROUND MATERIAL:

In 1996, New Hampshire enacted RSA chapter 53-E, "Aggregation of Electric Customers by Municipalities and Counties." In 2019, the General Court enacted Senate Bill 286, which amended RSA chapter 53-E to better enable municipalities and counties to create Community Power Aggregates ("CPAs"). The CPA was intended to enable local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier. By way of further information, this session the legislature passed, and the Governor has not yet signed, House Bill 315, which proposes to make further amendments to RSA chapter 53-E.

With community power programs, local governments can procure and provide electricity to their residents and businesses on a competitive basis (with traditional energy suppliers). Through aggregation, a local government can lower cost and leverage local renewable energy projects as a source of power. Electric aggregation allows can provide energy efficiency, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control. The goals of community power fall well within the City of Dover's Master Plan, 2016 Stewardship of Resources, which identifies important objectives such as supporting clean energy, localization of energy production, and keeping energy costs low for residents. The City's Energy Commission has reviewed the proposed intergovernmental agreement and recommends that the City join as a member.

The first step to pursuing such a community aggregation program is to form an electric aggregation committee to develop a plan for citizens, which can be done jointly with other municipalities and counties. *See* RSA 53-E:6, I. The intergovernmental body created through the Joint Powers Agreement of Community Power Coalition of New Hampshire ("Joint Powers Agreement") presents an opportunity for Dover to begin pursuing community power by pooling Dover's resources with other communities, thereby enhancing the benefits of aggregation and giving Dover access to experts in this field.

The primary purposes of the intergovernmental body, as stated in (and excerpted from) the Articles of Agreement, are:

> SECOND: The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations ("CPAs"); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement executed on or before its effective date of __________ ___, 2021 pursuant to RSA 53-A (the "JPA").

By way of additional brief overview, the Joint Powers Agreement and its attachments also provide for the following:

- Creation of a New Hampshire non-profit corporation to serve as the acting body for the intergovernmental group. The corporation is structured to be a Section 501(C)(4) "social welfare" organization, for which a private letter ruling from the IRS will be sought;
- The non-profit would be controlled by a board of directors, with 1 director per member until 21 members join, after which there will be annual elections;
- A Chief Executive Officer would be appointed for the nonprofit by the board of directors and compensated by the corporation;
- In terms of costs, the Joint Powers Agreement sets forth several types of costs each member is responsible for paying, including the possibility of apportioned start-up costs for the body. However, the Joint Powers Agreement also envisions cost sharing agreements to be entered into that aim to ensure the costs incurred by the corporation are recovered from revenues or other sources;
- A member may voluntarily withdraw, though the member would remain liable for any project contract or cost sharing agreement for the remaining term of those agreements.

By letter dated January 14, 2021, the Attorney General's Office approved the formation of the intergovernmental body, which are authorized pursuant to RSA chapter 53-A.

For further information, the following documents are attached:

- Joint Powers Agreement of Community Power Coalition;
- A January 2021 explanatory slideshow prepared by outside counsel for the intergovernmental body.

JOINT POWERS AGREEMENT

OF

COMMUNITY POWER COALITON OF NEW HAMPSHIRE

Effective _________, 2021

Among the Following Parties:

City of Lebanon

Town of Hanover

[City of Nashua]

[Cheshire County]

[1 or more additional jurisdictions TBD]

This Joint Powers Agreement ("Agreement") is made and entered into pursuant to the provisions of New Hampshire Revised Statutes Annotated 53-A:3, as it may be amended, ("NH RSA") providing for the joint exercise of powers among the parties set forth in Attachment B ("Parties"). The term "Parties" shall also include a municipality, county, or a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) added to this Agreement in accordance with Article IV, Section 3. Parties to this Agreement shall be known as Members.

RECITALS

WHEREAS, the Constitution of New Hampshire declares that "Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it";

WHEREAS, in 1996, the New Hampshire General Court enacted NH RSA 374-F, the Electric Utility Restructuring Act to "to reduce costs for all consumers of electricity by harnessing the power of competitive markets…for wholesale and retail electricity services";

WHEREAS, in 1996, the NH General Court also enacted NH RSA 53-E, "Aggregation of Electric Customers by Municipalities and Counties" and in 2019, the General Court enacted SB 286 (Chapter 316, NH Laws of 2019) to better enable municipalities and counties to create Community Power Aggregations ("CPAs") as a competitive means for local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier;

WHEREAS, electric aggregation will allow communities to promote renewable and distributed energy development, energy efficiency programs, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control;

WHEREAS, local communities have substantial responsibilities and authority for land use planning, including adoption of master plans that may address transportation, utility and energy planning among other needs pursuant to NH RSA 674:2, zoning, development review, building and fire code administration, adoption of "stretch" codes pursuant to NH RSA 155-A:2, V, and creation of energy commissions pursuant to NH RSA 38-D for the study, planning, and utilization of energy resources and making recommendations on sustainable practices;

WHEREAS, the Members desire to establish a separate legal entity, known as Community Power Coalition of New Hampshire ("CPCNH"), under the provisions of NH RSA 53-A, in order to jointly support the implementation and operation of their respective CPAs and related energy programs and to offer membership on the same mutually-advantageous terms to all municipalities and counties throughout the State of New Hampshire; and

WHEREAS, by establishing the Corporation, the Members seek to create an independent enterprise that is financially sustainable, mutually beneficial, responsive to local priorities, well managed, and overseen by both elected officials and members of the public to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

ARTICLE I
DEFINITIONS AND ATTACHMENTS

SECTION 1. <u>Definitions</u>. Capitalized terms used in the Agreement shall have the meanings specified in Attachment A, unless the context requires otherwise

SECTION 2. <u>Documents Included</u>. This Agreement consists of this document and the following attachments, all of which are hereby incorporated into this Agreement:

Attachment A: Definitions

Attachment B: Articles of Agreement of the Corporation

Attachment C: Corporation By-Laws

Attachment D: List of Members

Attachment E: Signatories

Attachment F: List of Project Contracts

Attachment G: Notices to Corporation

SECTION 3. <u>Revision of Attachments.</u> The Members agree that Attachments B, C, D, E, F, and G to this Agreement describe certain organizational and administrative matters that may be revised from time to time upon approval of the Board or Membership, without such revision constituting an amendment to this Agreement. The Corporation shall provide written notice to the Members of revision of any such attachment.

ARTICLE II
FORMATION OF CORPORATION

SECTION 1. Creation of Corporation. The Corporation will be formed by the filing of the Articles of Agreement of the Corporation in the form set forth in Attachment B with the New Hampshire Secretary of State.

SECTION 2. Purpose. The purpose of this Agreement is for Members to make the most efficient use of their powers on a basis of mutual advantage through a corporation separate from, and for which, the Members are not liable for the debts, liabilities, or obligations of the Corporation, except to the extent they may have contracted with the Corporation to be liable thereafter. The Members will form the Corporation to regulate and manage the affairs of the Corporation not inconsistent with the laws of New Hampshire or the Articles of Agreement, in order to study, promote, develop, conduct, operate, and manage energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Members intend for the Corporation to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A**;** to assist Members in exercising their authorities under, and complying with, the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs, known as CPAs; to provide supportive services and technical assistance to CPAs serving member municipalities and counties; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. The Corporation will be a non-stock, non-profit voluntary corporation.

ARTICLE III
POWERS

Powers under this Agreement shall be the same as provided for the Corporation as reflected in the Articles of Agreement of the Community Power Coalition of New Hampshire, with the initial text as set forth in Attachment B.

ARTICLE IV
MEMBERSHIP

SECTION 1. Members to Agreement. Each Member certifies that it intends to, and does, contract with every other Member and, in addition, with such other Members as may later be added. Each Member also certifies that the withdrawal or termination of any Member from this Agreement does not affect this Agreement, each Member's obligations under the Agreement, and each remaining Member's intent to contract with the other Members then remaining. Members acknowledge that membership in the Agreement may change by the addition and/or withdrawal or termination of Members. Prior to the initial Members Annual Meeting, each eligible entity upon delivery of a certified authorization of participation in, and an executed, Agreement shall become a Member as provided for in Sections 2 and 3 below.

SECTION 2. Membership Eligibility. Membership in the Agreement will be pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

SECTION 3. Additional Members. Any eligible entity may become a Member of the Agreement pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

SECTION 4. Voluntary Withdrawal of Member. Voluntary withdrawal of a Member from the Agreement shall be pursuant to the same terms for voluntary withdrawal of membership in the Corporation as reflected in the By-Laws.

SECTION 5. Involuntary Termination of Member. Involuntary Termination of Member from the Agreement shall be pursuant to the same terms for involuntary termination of membership in the Corporation as reflected in the By-Laws.

SECTION 6. Continuing Obligations. Any withdrawn or terminated Member shall continue to be liable for its obligations under any Project Contract and Cost Sharing Agreement(s) for the remaining term of any such Contract or Agreement, and for any claims, demands, damages or liabilities arising from the Member's participation in the Corporation through the date of its withdrawal or involuntary termination. The Member's equity or deficit position while a participant in any Project Contract will continue to be reflected in the records and reports of the Corporation. The Corporation may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Corporation, as reasonably determined by the Board, to cover the Member's liability for the costs described herein. Any amount of the Member's funds held on deposit with the Corporation above that required to pay any liability or obligation shall be returned to the Member.

ARTICLE V
COST SHARING PRINCIPLES

SECTION 1. Fiscal Year. The fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year. Before changing the Fiscal Year, the Board shall confer with the Treasurer and may confer with the auditor.

SECTION 2. Budget. The budget will be established pursuant to the terms reflected in the By-Laws.

SECTION 3. Cost Sharing Agreements. An agreement shall be entered into between the Corporation and each respective Member, uniform in all material respects, except with regard to the scope of Member services and Project Contracts that each Member selects to participate in and pay for, to ensure that the costs, expenses, debts, and liabilities ("costs") directly or indirectly incurred by the Corporation on such Member's behalf are recovered through said Member's CPA revenues, or from revenues from grants or other third-party sources. Such costs shall be classified as:

(a) **CPA Member Services Costs:** costs incurred to provide the Complete Service Bundle, or such services that CPCNH offers, shall be recovered directly from Member(s) for the period they contract to receive such service(s). The Complete Service Bundle will include those services CPAs will require to undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service;

(b) **General and Administrative Costs**: costs described in Article V, Section 4 are incurred for the common objectives of all Members of the Corporation, and are not incurred specifically in connection with a particular Project, Project Agreement, or Member Service and shall be allocated to, and recovered from, each Member on a *pro rata* basis in accordance with the following formula: Member CPA's Annual Retail Electricity Load divided by all Member CPAs' Annual Retail Electricity Load; and

(c) **Direct Project Costs**: costs incurred for a particular Project for designated Member(s) or costs incurred pursuant to a Project Contract shall be recovered directly from the Member(s) that participate in a particular Project or pursuant to the Project Contract that governs Member cost responsibility for the Project.

SECTION 4. General and Administrative Costs. General and Administrative Costs include those that have been incurred for the general operation and administration of the Corporation, and other expenses of a general character, including but not limited to costs relating to: administrative offices that serve the Corporation; Corporation-wide financial management, business services, budget and planning, and personnel management; operations of the Corporation's central management information systems; general management of the Corporation, such as strategic direction and member affairs, Board functions, accounting, procurement, and legal services; operation and maintenance expense; depreciation and use allowances; and interest costs.

General and Administrative Costs do not include costs that relate solely to, or are incurred by, the Corporation for CPA Member Services or as a result of any specific Project or Project Contract. The intent of the Members is to ensure that all costs incurred by the Corporation that are directly related to CPA Member Services will only be paid by the Members receiving such services or for any specific Project will be paid only by the Project Participants of that specific Project. As such, when an activity or cost generally included within the General and Administrative Cost category benefits CPA Member Services, a specific Project or Project Contract, or is performed or budgeted for a specific Project or Project Contract, an appropriate adjustment shall be made to assure that the proper portion of the cost of such activity is categorized and allocated as CPA Member Services costs to a Member receiving such service, or as a Direct Project Cost to the Project Participants, subject to cost allocation under the applicable Project Contract. The Members intend that all costs of the Corporation that are not directly assigned for recovery to CPA Member Services, a specific Project or Project Contract will be recovered as General and Administrative Costs.

SECTION 5. Member Advances, Contributions and Repayment. Upon the request or approval of the Board, any Member may make payments, advances, or contributions to the Corporation for any and all purposes set forth herein, and may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to, and may be disbursed or used by, the Corporation. Except as otherwise specified in contracts with Members by the Board, the approved advances will be treated as indebtedness of the Corporation and shall be payable and repaid as such.

SECTION 6. Refunds. No Member that withdraws or is terminated shall be entitled to a refund of any payments made in connection with General and Administrative Costs.

SECTION 7. Funding of Initial Costs. Any Members that have funded activities necessary to implement the Corporation may request that the Board consider reimbursing said Members for said costs over a reasonable time period and shall provide such documentation of costs paid as the Board may request.

ARTICLE VI
MEMBERSHIP MEETINGS

SECTION 1. Annual Meeting of the Members. Membership meetings in the Corporation as reflected in the By-Laws shall substitute for, and fully satisfy, all membership meeting requirements under this Agreement.

SECTION 2. Expenses. Each Member shall bear its own expenses, including the expenses of its designated representative (s), for attendance at all regular and special meetings.

ARTICLE VII
BOARD OF DIRECTORS

SECTION 1. Powers and Duties. The business and affairs under the Agreement shall be managed by a Board of Directors of the Corporation, which shall have and may exercise all the powers of the Corporation, except as otherwise provided by law, by the Articles of Agreement, by the Corporation By-Laws, or by this Agreement. All matters pertaining to the Board of Directors shall be as specified in the Articles of Agreement and the Corporation By-Laws.

SECTION 2. Compensation. There shall be no compensation of participating Members under the Agreement as provided in the Corporation By-Laws.

ARTICLE VIII
EMPLOYEES AND AGENTS

SECTION 1. Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer, or such other position as determined by the Board, in accordance with the terms of the Articles of Agreement and the Corporation By-Laws.

SECTION 2. Employees and Other Agents. The Board of Directors may appoint, from time to time, such employees and other agents as it shall deem necessary, in accordance with the terms of the Articles of Agreement, the Corporation By-Laws, and this Agreement.

ARTICLE IX
COMMITTEES

SECTION 1. Establishment. The Board of Directors may, by resolution adopted at any meeting, create any standing committee. The Board of Directors or Executive Committee may establish any special or ad hoc committee. A majority of members of any committee shall constitute a quorum. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as provided in this Agreement and the By-Laws for the Board to the extent applicable.

SECTION 2. Appointment. Except as otherwise provided in this Agreement, the Chair shall appoint the members and chairs of each committee, subject to approval or modification by the Board, or, in the case of a special or ad hoc committee, by the Executive Committee. Appointments to standing committees shall be for one-year terms, with each term beginning at the conclusion of the Annual Meeting, or as close to thereof as practicable, and ending at the conclusion of the following year's Annual Meeting.

SECTION 3. Committee Meetings. Meetings of committees may be called at any time by the respective chairperson of each committee, or by the Chair, provided that notice is given to all members of the committee in person, by telephone, or by electronic mail at least 24 hours in advance of the meeting. All committee meetings shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, and as it may be amended. Reports of committee meetings shall be presented to the Board at its next regular meeting, and each committee shall furnish copies thereof to the Secretary to be maintained with the records of the Corporation. Any committee member may participate in a meeting of the committee by means of a conference telephone, video or similar communications equipment allowing all persons participating in the meeting, including the public, to hear each other at the same time, to the extent allowed by NH RSA 91-A, and participation by such means shall constitute presence in person at a meeting. Unless the Board shall otherwise provide, the standing committees shall have the power to establish their own rules of procedure and to determine the time and place of their meetings.

SECTION 3. Executive Committee. At such time as membership in the Corporation exceeds 11 (eleven) Members, there shall be an Executive Committee consisting of the Chair, the Vice Chair, the Treasurer, the Secretary, and the Immediate Past-Chair. If the Immediate Past-Chair is no longer a Director of the Board or declines to serve on the committee, another Director may be appointed to serve on the committee. The Chair, Vice Chair, Treasurer, and Secretary shall serve on the committee during their terms in office. Other members shall be appointed for one-year terms and may serve consecutive terms. The Executive Committee shall have authority to exercise all powers of the Board between meetings of the Board but shall exercise such authority only when action is required before the next scheduled Board meeting. All actions taken by the committee shall be reported to the Board at the next meeting of the Board. Further, the committee shall have no authority to take any of the following actions:

(a) Elect or remove any Director or officer, including the filling of a vacancy.

(b) Terminate, hire, or take any other action with respect to the employment status of the Chief Executive Officer.

(c) Adopt or materially amend the Corporation's budget.

(d) Amend or terminate the Agreement.

(e) Repeal or adopt any amendment to the Corporation's Articles of Agreement or By-Laws; or

(f) Approve any merger, reorganization, liquidation, dissolution, or disposition of substantially all the Corporation's assets.

SECTION 4. Finance Committee. There shall be a Finance Committee consisting of at least two Directors or alternates, one of whom shall be the Treasurer, who shall serve as chairperson of such Committee. The committee shall advise the Treasurer and the Board as to the investments, budget, and general fiscal policy of the Corporation.

SECTION 5. Audit Committee. There shall be an Audit Committee consisting of no fewer than two and no more than six Directors or alternates. The committee shall oversee the quality and integrity of the Corporation's accounting, auditing and reporting practices, shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant or public accountants each fiscal year, which shall be provided to Directors and to Members at the Annual Meeting. The Corporation shall consider the budget amount necessary for such financial reports as determined by the Audit Committee. The specific powers and responsibilities of the Audit Committee shall be specified in an Audit Committee Charter, which shall be adopted from time to time by the Members at the Annual Meeting.

SECTION 6. Regulatory and Legislative Affairs Committee. There shall be a Regulatory and Legislative Affairs Committee consisting of no fewer than two Directors along with a number of Members determined at the Annual Meeting. The committee shall be responsible for monitoring and advising the Corporation and Members in regard to regulatory and legislative engagement and shall have specific powers and responsibilities as specified in a Regulatory and Legislative Affairs Committee Charter, which shall be adopted from time to time at the Annual Meeting. This committee shall also appoint representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.

SECTION 7. Risk Management Committee. There shall be a Risk Management Committee consisting of the Chair, the Treasurer, and such other Directors and members as the Board determines. The committee shall develop and recommend to the Board within one year of the Effective Date of this Agreement, and at least biennially thereafter, an Enterprise Risk Management Policy, and shall perform such tasks as, reviewing major risk exposures and monitoring the steps taken to control said exposures. The Risk Management Committee shall commission an independent agent to conduct and deliver to the Board and to the Members at the Annual Meeting an evaluation of the operational performance of the Corporation relative to the Enterprise Risk Management Policy and as otherwise requested by the Board. The Corporation shall budget an amount necessary for the evaluation as determined by the Risk Management Committee, which shall cause to be hired a firm or individual that has no other direct or indirect business relationship with the Corporation. The evaluation shall be conducted at least once every two years, starting within three years of the initial provision of electricity supply to a Member and no individual or firm may be hired to conduct more than two consecutive evaluations. The Risk Management Committee shall act upon a majority vote of the Member Directors of the Committee.

SECTION 8. Governance Committee. There shall be a Governance Committee consisting of no fewer than three and no more than six Directors or alternates. The committee shall assist the Members in recruitment of Board Directors; determine eligibility of nominees for consideration of Directorship; monitor the effective functioning of the Board and committees; conduct regular Board orientations and evaluations; periodically review and recommend amendments to this Agreement; and advise the Board and Members, through the Annual Meeting, on governance issues. The Governance Committee shall be comprised of at least one Director each from a city, a town, and a county.

SECTION 9. Other Committees. Other committees may be established and abolished as necessary by the Board and given such authority as the Board determines appropriate, subject to the provisions of this article, and except that the authority of the Board itself shall not be delegated to any committee other than the Executive Committee. In the case of such committees established by the Board, it shall not be necessary for a committee member to also be a Member or a Director.

SECTION 10. Project Committees. The power to oversee implementation of Projects is delegated to Project Committees as set forth in this Agreement.

ARTICLE X
PROJECTS

SECTION 1. Projects. The Board may establish Projects and Study Projects (collectively, for purposes of this Article X only both are referred to as "Projects") within the purpose and power of the Corporation and to adopt general policy guidelines for their implementation. "Project Contracts" means contracts between and among the Corporation and its Members for the Projects. Nothing contained in a Project Contract shall obligate non-participating Members in any respect with the Project.

SECTION 2. Right to Participate in Projects. The Board shall provide at least thirty (30) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Once a Project is approved by the Board, all Members shall have the right, but not the obligation, to participate in a pro rata share in the Project in relative proportion to the electric load of each Member. If a Project is not fully subscribed, the unsubscribed portion may be divided among the participating Members in the Project that seek a greater participation share in the same proportion as the original allocation until a project is fully subscribed. Each Member's participation share allocation for the Project shall be based on the financial commitments made by the participating Members or as otherwise may be agreed by the participating Members in a particular Project. Once the Project is fully subscribed or the time to participate has closed, (i) the Treasurer will calculate the number of Project Votes each Member has in the Project, and (ii) the Chief Executive Officer, at the direction of the participating Project Members, will lead the negotiation of the agreements with the Project's vendors, developers and/or consultants and assist with coordinating the Project Contracts amongst the participating Members and the Corporation. All expenses, rights, and obligations to any specific Project as among the participating Project Members will be as provided through Project Contract that will be separate and distinct from this Agreement. A Project that is fully subscribed or for which the initial time to participate has closed may remain open to new Members to join subject to, and under the terms of, the Project Contract.

SECTION 3. General Project Voting Guidelines. The following guidelines apply to all Projects established by the Corporation:

(a) The Members that participate in a Project will all collectively agree, in Project Contract(s) separate from this Agreement, to what extent they will assume any obligations, debts and liability incurred in connection with the formation and/or implementation of such Projects. Nothing in this Agreement requires joint and several liability or imposes any liability on any Member with respect to any Project or Project Contract**.** The impact of a defaulting Member to any Project Contract shall be solely limited by, and governed according to, the terms for default covered in the Project Contract for the applicable Project.

(b) Once a Project is fully subscribed or the time to participate has closed, as set forth in Section 2 herein above, all Project Matters regarding the Project shall be decided by 80% of the Project Votes cast thereon; provided that if one party controls more than 80% of the vote, then another party shall be required to vote in the affirmative for any action to be taken to prevent one party from controlling the outcome of the vote. Each Director shall be entitled to cast all or any portion of the number of such Director's Project Votes.

SECTION 4. Transfer of Participating Member Project Contract Interests. Subject to the terms of any financing for a Project, a Project Contract may provide for a Member's transfer of an interest in a Project to other Members participating in the Project Contract and, if such transfer is not fully subscribed by such participating Members, to other Members. Project Contracts shall not permit the transfer of a participating Member's participation interest in a Project Contract to any entity that does not qualify for membership in the Corporation or that would adversely affect the tax status of the Corporation.

SECTION 5. **<u>Project Committees</u>.** There will be a Project Committee for each Project consisting of one Director or alternate from each participating Member, which shall adopt procedures for the committee to follow as deemed appropriate for the Project.

ARTICLE XI
BONDS AND NOTES

The Corporation shall have the power to facilitate for Projects or directly issue, sell, and deliver bonds in accordance with the provisions of NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, for the purpose of acquiring, financing, performing or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture, or other instrument, as required by law and as approved by the Board, provided that any such bond or note issuance is approved by participating Members' governing and legislative bodies as required by statute and all such debts, liabilities and obligations shall be non-recourse to any and all of the Members except as expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract or by the terms of legislative body approvals required by statute.

ARTICLE XII
LIMITATION ON LIABILITY OF MEMBERS

No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.

ARTICLE XIII
ACCOUNTS AND REPORTS

SECTION 1. **<u>Establishment and Administration of Funds</u>.** The Corporation is responsible for the strict accountability of all funds and reports of all receipts and disbursements. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and will comply with every provision of law relating to the establishment and administration of funds, provided that all funds of the Corporation shall be held in separate accounts in the name of the Corporation. The Corporation shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Corporation securing its bonds or notes, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. All the books, records, accounts and files referred to in this Article XIII shall be open to the inspection of holders of bonds or notes of the Corporation to the extent and in the manner provided in the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

SECTION 2. Checks, Notes and Contracts. The Board shall determine who shall be authorized on behalf of the Corporation to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

ARTICLE XIV
TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

This Agreement shall become effective (the "Effective Date") when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated by dissolution and liquidation of the Corporation, and distribution of any net proceeds, as provided for in Article XI of the By-Laws.

ARTICLE XV
INDEMNIFICATION AND INSURANCE

Indemnification and insurance shall be as provided for in Article XIII of the By-Laws.

ARTICLE XVI
AMENDMENTS, SUCCESSORS AND ASSIGNS

SECTION 1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member shall assign its interest in this Agreement to an entity that is not a Member or that is not eligible to become, and demonstrates an intent to become, a Member. No Member may assign any right or obligation hereunder without the consent of all other Members, provided that such consent shall not be unreasonably withheld. The immediately preceding sentence shall not affect, in any respect, any right of the assignment under any Project Contract between any Member and the Corporation.

SECTION 2. Amendments. Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended at any time and from time to time by an written amendment approved by at least 2/3 (two-thirds) of the votes cast at an Annual Meeting at which a quorum is present, provided that no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census. This Article XVI Section 2 and Articles XII, XIV and XV may not be amended unless such amendment is approved by the governing body of each Member.

ARTICLE XVII
GENERAL PROVISIONS

SECTION 1. Breach of Agreement. If a Member defaults in any undertaking contained in this Agreement, such default shall not excuse such Member from fulfilling its obligations under this Agreement, Cost Sharing Agreement, or Project Contract(s) and each Member shall continue to be liable for the performance of all conditions herein and therein contained. Each Member hereby declares that this Agreement is entered into for the benefit of the Corporation created hereby and each Member hereby grants to the Corporation the right to enforce by whatever lawful means the Corporation deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Corporation to any or all other remedies.

SECTION 2. <u>Dispute Resolution</u>. The Members and the Corporation shall make reasonable efforts to settle all disputes arising out of, or in connection with, this Agreement. Before exercising any remedy provided by law, a Member or Members and the Corporation shall engage in nonbinding dispute resolution or in a manner agreed upon by the Member or Members and the Corporation. The Members agree that each Member may specifically enforce this provision, Article XVI, Section 2, Dispute Resolution. In the event that dispute resolution is not initiated or does not result in a resolution within 60 days after a written request for dispute resolution, any disputing Member or the Corporation may pursue any remedies provided by law.

SECTION 3. <u>Notices</u>. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notices to the Corporation shall be delivered to the Corporation's principal place of business, as identified in Attachment E. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member’s Director to their respective addresses on file with the Corporation. All written notices sent in the prescribed manner will be deemed given to a Member or the Corporation on whichever date occurs first: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by “first class,” postage prepaid, or faster delivery method; or (3) the date of transmission, when sent electronically, including by email or facsimile.

SECTION 4. <u>Severability</u>. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Hampshire, or be otherwise rendered unenforceable or ineffectual, each and all of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

SECTION 5. <u>Section Headings</u>. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement is made and to be performed in the State of New Hampshire, and as such New Hampshire substantive and procedural law shall apply.

SECTION 7. <u>Execution by Counterparts</u>. This Agreement may be executed in any number of counterparts, and upon execution by the Corporation and Member, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

REFERENCE TO Joint Powers Agreement

Reference in this Joint Powers Agreement shall include all amendments thereto or changes thereof unless specifically excepted.

Attachment A: Definitions

1. "Annual Retail Electricity Load" means the annual amount of metered electricity delivered to retail consumers and supplied through the Member CPA during the most recent 12 whole months, or if less than 12 whole months of load have been supplied, an annual amount extrapolated from the most recent whole months.
2. "Articles of Agreement" means the Articles of Agreement of Community Power Coalition of New Hampshire, a New Hampshire Nonprofit Corporation to be formed pursuant to NH RSA 292:2 as initially set forth in Attachment B.
3. "By-Laws" means the by-laws of the Corporation as initially set forth in Attachment C.
4. "Corporation" means Community Power Coalition of New Hampshire and may be referred to as CPCNH.
5. "Electric Aggregation Plans and Programs" means such services municipalities and Counties undertake pursuant to NH RSA 53-E.
6. "Member Directors" means Directors appointed by a Member of this Agreement.
7. "Project Matter" means a matter for decision by the Members subscribed to a Project or Study Project involving a question or matter pertinent to considering, entering, studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating or maintaining the Project or Study Project as to which there shall be one or more Project Contracts.
8. "Project Votes" means the number of votes a Member shall be entitled to cast with respect to a Project Matter. Each Member shall be entitled to cast that number of votes, with respect to a Project Matter, computed as follows: That number of votes (rounded to the next higher whole number) equal to 1000 multiplied by the result of dividing (i) the amount of the Member's financial commitment in the Project or Study Project to which the Project Matter relates, by (ii) the aggregate amount of all Members' then existing financial commitments in such Project or Study Project. In the event that such a calculation is being made with respect to a Project (other than a Study Project) prior to the date of commencement or commercial operation of the Project, as applicable, such calculation shall be made as of the anticipated date of commencement or commercial operation of such Project.
9. "Study Project" means one or more proposed Projects as to which the Corporation undertakes to make studies or to acquire options or permits and to incur other preliminary costs prior to the undertaking of the solicitation, construction or acquisition of such proposed Project or Project.

The State of New Hampshire

Recording Fee: $25.00 *RSA 292:2*

ARTICLES OF AGREEMENT
OF

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

A NEW HAMPSHIRE NONPROFIT CORPORATION

THE UNDERSIGNED, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statues Annotated, Chapter 292 by the following articles:

FIRST: The name of the corporation shall be "Community Power Coalition of New Hampshire" (abbreviated "CPCNH").

SECOND: The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations ("CPAs"); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement executed on or before its effective date of ___________ ___, 2021 pursuant to RSA 53-A (the "JPA").

THIRD: The provisions for establishing membership and participation in the corporation are as follows:

Pursuant to NH RSA 53-E members of CPCNH may include counties, cities, towns, unincorporated places, and village districts within the state and any grouping of such entities operating pursuant to NH RSA 53-E:3, II(b). Any of the foregoing may become a Member upon complying with the requirements established by the CPCNH Board of Directors.

Each Member shall have one vote at all Member meetings.

The initial board of directors shall be the incorporators. The board of directors shall establish a code of by-laws not inconsistent with these Articles of Agreement or the provisions NH RSA 292 as amended, for the governance of the corporation.

These Articles of Agreement may be amended by a vote of the two-thirds of the Members at a Member meeting.

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, all net proceeds from the liquidation of the assets and property of CPCNH and any remaining assets shall be conveyed to its Members that remain at the time of dissolution as is determined by the Board in accordance with law. No Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

FIFTH: The New Hampshire principal address at which the business of this corporation is to be carried on is:

Principal Mailing address is: ____

Business Email is info@cpcnh.org.

__✓__ Please check if you would prefer to receive the courtesy Nonprofit Report Reminder by email.

SIXTH: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are: There is no capital stock, shares, or membership certificates.

SEVENTH: The powers of the Corporation shall include the following:

7.1. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

7.2 Employ agents and employees;

7.3 Lease real or personal property as lessee and as lessor;

7.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

7.5 Receive, collect, invest, and disburse moneys;

7.6 Make and enter into contracts;

7.7 Sue and be sued in its own name;

7.8 Establish, operate, maintain and/or fund energy-related programs;

7.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

7.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

7.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

7.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

7.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

7.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

7.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

7.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;

7.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

7.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

7.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA;

7.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement; and

7.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

EIGHTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is as follows:

There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation.

2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.

3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

NINTH: Signatures and post office address of each of the representatives of the governmental entities associated together to form the corporation:

Signature and Name	**Post Office Address**
1. ______________________	______________________
Signature	Street
______________________	______________________
Name (please print)	City/Town/State/Zip
2. ______________________	______________________
Signature	Street
______________________	______________________
Name (please print)	City/Town/State/Zip

Attachment B: Articles of Agreement

3. ________________________________ ________________________________

Signature Street

________________________________ ________________________________

Name (please print) City/Town/State/Zip

4. ________________________________ ________________________________

Signature Street

________________________________ ________________________________

Name (please print) City/Town/State/Zip

5. ________________________________ ________________________________

Signature Street

________________________________ ________________________________

Name (please print) City/Town/State/Zip

Note: At least five signatures are required.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Attachment C: By-Laws

BY-LAWS

of the

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

ARTICLE I NAME

The name of the corporation shall be the Community Power Coalition of New Hampshire ("CPCNH").

ARTICLE II PURPOSE AND POWERS

Section 2.1 Purpose

The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations; to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of community power aggregations in advancing such policies and actions for the common good.

Section 2.2 Community Power Coalition of New Hampshire Joint Powers Agreement

This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement effective on ___________ ___, 2021 (the "JPA").

Section 2.3 Powers

CPCNH is authorized, in its own name, to do all acts permitted under NH RSA 53-A, as amended from time to time, such other provisions of New Hampshire law not inconsistent with NH RSA 53-A, as well as any act necessary, consistent with New Hampshire law, to fulfill the purposes set forth in Section 2.1 above, including but not limited to, each of the following:

2.3.1 Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

2.3.2 Employ agents and employees;

2.3.3 Lease real or personal property as lessee and as lessor;

2.3.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

2.3.5 Receive, collect, invest, and disburse moneys;

2.3.6 Make and enter into contracts;

2.3.7 Sue and be sued in its own name;

2.3.8 Establish, operate, maintain and/or fund energy-related programs;

2.3.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

2.3.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

2.3.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

2.3.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

2.3.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

2.3.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

2.3.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

2.3.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;

2.3.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

2.3.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

2.3.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA;

2.3.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement and these By-Laws; and

2.3.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

ARTICLE III
MEMBERSHIP

Section 3.1 Members

The initial Members of CPCNH shall be the towns, cities, and counties that entered into the JPA on or before its effective date of __________, 2021. Pursuant to NH RSA 53-E, the following shall be also eligible to become members of CPCNH:

Section 3.2 Municipalities

Any city, town, unincorporated place, or village district within the state. Any such entity (hereinafter "***Municipality***") shall be eligible for membership in CPCNH.

Section 3.3 Counties

Any county within the state. Any such entity (hereinafter "***County***") shall be eligible for membership in CPCNH.

Section 3.4 Joint Powers Authority Any group of municipalities and counties that have chosen to jointly operate a community power aggregation in accordance with NH RSA 53-A and RSA 53-E shall be eligible for membership in CPCNH as a Joint Powers Authority in lieu of individual municipal or county memberships.

Section 3.5 Manner of Becoming a Member

Any city, town, unincorporated place, village district, county, or joint powers authorities may become a Member at any time upon an affirmative vote by the governing body of the proposed new Member to approve and join the Community Power Coalition of New Hampshire Joint Powers Agreement and by an affirmative vote of a majority of the Board of Directors to approve the new Member.

Section 3.6 Designation of Member Representatives; Voting

The governing body of each Member shall designate in writing to the Chief Executive Officer, or Chair of the Board in the absence of a Chief Executive Officer, an elected or appointed official as a Member representative who shall attend CPCNH meetings and vote on behalf of the Member. The governing body of each Member may also designate in writing an alternate to serve when the primary representative is unavailable. The designated representative or alternate may also be employees or volunteers of the Member. Each Member shall be entitled to one vote on the election of Directors and all other matters submitted to a vote of the membership.

Section 3.7 Voluntary Withdrawal of Membership

A Member's membership with CPCNH may be withdrawn by the Member's governing body upon notifying the Chair of the Board of Directors in writing and complying the provisions of Section 3.9.

Section 3.8 Involuntary Termination of Membership

A Member's membership with CPCNH may be terminated by a two-thirds (2/3) vote of the entire Board of Directors, with the exception of the terminated Member's representative if they are also a Director, for reasons deemed good and sufficient by the voting Directors. Default under a Project Contract, failure to satisfy the material terms of its Cost Sharing Agreement, as defined in the JPA, with the Corporation, and material non-compliance with the provisions of the JPA are each ground for terminating membership.

Section 3.9 Continuing Obligations

Any withdrawn or terminated Member shall execute all reasonable and necessary documents to effectuate such withdrawal or termination and such Members' continuing obligations shall be pursuant to the same terms for continuing obligations as provided for under Article IV, Section 7 of the JPA.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 4.1 Annual Membership Meeting of CPCNH

Each April there shall be an annual meeting ("Annual Membership Meeting") of the Members at a specific date, time, and place established by the Board of Directors ("Board"). Written notice thereof shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board not less than thirty (30) days prior to the Annual Membership Meeting date. The notice shall set forth the number of Directors to be elected by the Members, as well as any other items of business to be conducted at the Annual Membership Meeting. Only those items set forth in the notice shall be acted upon at the Annual Membership Meeting.

Section 4.2 Regular Meetings of CPCNH

The Members may vote to hold periodic meetings. An annual schedule for such meetings may be established by a majority vote of the Members. Written notice for each such meeting shall be given not less than ten days prior to the date of the meeting. The notice shall set forth the items of business to be conducted at each meeting. By a majority vote of the Members present at the meeting, items of business not identified in the meeting notice may be transacted at such meeting.

Section 4.3 Special Meetings

Special meetings of CPCNH may be called by the Board or at the written request of twenty-five percent (25%) of the Members. Written notice of a special meeting shall be given not less than five (5) days prior to the date of said meeting. Only such business stated in the notice shall be transacted at the said meeting.

Section 4.4 Quorum

Not less than twenty-five percent (25%) of the total number of Members shall constitute a quorum for any meeting of the Members of CPCNH.

Section 4.5 Vote Necessary to Take Action

A plurality vote of the Members in attendance at a Membership meeting shall be necessary to elect any Director. A majority vote of the Members in attendance at a Membership meeting shall decide any other matter, except as otherwise provided in these By-Laws. Attendance at a meeting may be in the manners specified in Section 5.10 of these By-Laws.

Section 4.6 Meetings Subject to Right-to-Know Law

All meetings of CPCNH shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, as amended from time to time.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Management

The affairs, activities, and property of CPCNH shall be managed, directed, and controlled by, and its power exercised by and vested in a Board of Directors, which shall have all powers enumerated in the Articles of Agreement, the laws of the State of New Hampshire as amended from time to time, and all other powers conferred by these By-Laws and the JPA. Each year the Board shall establish the budget for CPCNH.

Section 5.2 Board Duties

In addition to those duties outlined briefly in Section 5.1 above, the Board may appoint a Chief Executive Officer and authorize such other positions as it shall deem necessary to conduct the work of the organization.

Section 5.3 Composition

5.3.1 Initial Board Subject to the provisions of Section 5.3.2, below, the initial Board of Directors shall consist of one designated representative, or alternate, from each Member. At any point in time that there are less than five (5) Members, the Members, through their representatives to the Board of Directors, may elect additional voting Directors by majority vote, such that there is always a minimum of five (5) voting Directors. The term of such additional voting Directors shall end when there are at least 5 Members with representation on the Board of Directors.

5.3.2 Subsequent Boards

Until such time as there are a total of twenty-one (21) Members, all Member representatives or their alternates shall serve as Directors. At such time as there shall be more than a total of twenty-one (21) Members, members of the Board ("Directors") shall be selected from the representatives and alternates of Members of CPCNH, and such other persons as provided in Section 5.4 of these By-Laws. At such time, to ensure the broadest support for the goals of CPCNH, the organization shall seek Board members who reflect the qualifications and diversity determined by the Board in its policies. Among these considerations the Board shall at all times, so long as there are sufficient Member representatives from each of the following designations, include the following: not less than two Directors from cities, not less than two Directors from towns, and not less than two Directors from counties or joint powers authorities. There shall not be two or more Directors that represent the same city, town, county, or joint powers authority. Every reasonable effort shall be made to assure geographic diversity on the Board.

Section 5.4 Non-Voting Members

The Board, by majority vote, may appoint non-voting persons to serve on the Board based on their expertise in areas valuable to the operations of CPCNH and as liaisons with other related organizations.

Section 5.5 Terms of Office

Starting with the first election of Directors by the Membership pursuant to paragraph 5.3.2. Directors shall serve three (3) year terms, staggered so that approximately one-third (1/3) of the Directors will be elected each year. There shall be no term limit.

Section 5.6 Election

Directors of CPCNH shall be elected by majority vote of the Members in attendance at each Annual Membership Meeting. Attendance at the Annual Membership Meeting may be in the manners specified in Section 5.10 of these By-Laws. Vacancies on the Board may be filled by majority vote at any Regular Meeting or Special Meeting of the Board, and those so elected shall fill the unexpired term of their predecessors in office.

Section 5.7 Number

The initial Board shall consist of all the Member representatives or their alternates, plus such additional Directors as may be elected pursuant to paragraph 5.3.1 until such time as there are more than twenty-one (21) members. When there are more than twenty-one (21) Members the Board shall consist of not less than eleven (11) Members and not more than twenty-one (21) Members. The size of the Board's membership may be increased or decreased by amendment of these By-Laws.

Section 5.8 Meetings

The Chair may call meetings of the Board at any time, and a Special Meeting must be called when requested in writing by twenty-five percent (25%) of the Directors. Notice for a Special Meeting of the Board must be provided to each Director in writing at least five (5) days prior to the Special Meeting and shall specify the purpose of the Special Meeting. Only the items indicated in the Notice shall be acted upon at a Special Meeting.

Section 5.9 Annual Meeting of the Board

The Annual Meeting of the Board Directors shall be held immediately following the Annual Membership Meeting , or at such other time as may be established by the Board, for the purposes of electing officers, receiving reports on the financial fitness and activities of CPCNH, and determining the direction of the organization for the coming year. The specific location and time of the Annual Meeting of the Board and the Membership shall be held at such place as may be designated from time to time by the Board.

Section 5.10 Electronic Participation at Meetings of the Board

To the extent permitted by RSA 91-A the Directors or the members of any committee may participate in, and act at any meeting, using any means of communication so long as all persons participating in the meeting can communicate with each other concurrently. Such communication includes video, audio, electronic, and telephonic conferencing. Participation by telephone or other electronic means shall be equivalent to presence in person at a meeting for the purposes of determining if a quorum is present. All Directors attending meetings by audio or electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting and their votes shall be recorded by the Secretary as completed via audio or electronic attendance. E-mail is not considered a proper form of electronic participation at a meeting. Only those attending a meeting in-person may vote to break a tie.

Section 5.11 Record of Meetings

The Secretary or, in the absence of the Secretary, one of the Directors designated by the Chair and participating in the meeting, shall keep a record of Board meetings.

Section 5.12 Quorum

At all meetings of the Board, twenty-five percent (25%) of the Directors then serving shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be considered the act of the Board, except as may be otherwise specifically provided by the laws of the State of New Hampshire or these By-Laws. No business shall be transacted at any meeting of the Board at which the required quorum is not present, and the only motion, which the Chair shall entertain at such meeting, is a motion to adjourn.

Section 5.13 Removal of Directors

Any Director may be removed at any time, with or without cause, by a vote of two-thirds (2/3) of all of the Directors, with the exception of the Director subject removal, at any Regular Meeting or Special Meeting of the Board called for that purpose. In addition, any Director who fails to attend three (3) Regular Meetings of the Board in a fiscal year may be asked to resign unless the Chair of the Board has excused the absences.

Section 5.14 Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of the greater number is required by law or these By-Laws.

5.14.1 To the extent permitted by RSA 91-A the Board may also act without a meeting on any action required or permitted to be taken at a meeting if:

5.14.1.1 Written consent setting forth the action taken thereto is signed by all the Directors and filed with the minutes of the meetings of the Board. Written consents may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

5.14.1.2 Consent by electronic mail setting forth the action taken thereto is submitted and received by all the Directors and filed with the minutes of the meetings of the Board. Such consents shall be treated as a vote of the Directors for all purposes.

Section 5.15 Compensation

Board positions are voluntary, and Directors shall not receive any compensation for their service as Directors from CPCNH. Compensation by a Member of its representative is not precluded by these By-Laws. The Board may adopt policies providing for reasonable reimbursement of Directors for incidental expenses incurred in conjunction with carrying out their duties as Directors, such as extraordinary travel expenses to attend Board meetings.

Section 5.16 Director Serving as Chief Executive Officer, Employee Serving as Director

In no event may a Director serve as a Chief Executive Officer until six months after his or her term as a Director or resignation from the Board. In no event may an employee of CPCNH serve as a Director until six months after the termination of their employment.

ARTICLE VI
COMMITTEES

Section 6.1 Committees

Article IX of the JPA provides for committees that shall be established and other committees that may be established by the Board, including special or ad hoc committees, as the Directors deem necessary and appropriate to carry on or oversee the work of the organization and goals and purposes of the JPA.

The Board shall strive to maintain diversity in the membership of each committee to include consideration of the size and location of the various Members.

In addition, the Board shall strive to appoint committee members with specialized knowledge in the areas for which each committee shall have responsibility.

Section 6.2 Limitations

Any committee whether established under the JPA or by the Board, to the extent provided in a resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of Board resolution may:

6.2.1 **T**ake any final action on matters that also requires Board approval;

6.2.2 Fill vacancies on the Board or any committee which has the authority of the Board;

6.2.3 Expend CPCNH funds, except as authorized by the Board;

6.2.4 Appoint other committees of the Board or the members of committees; and

6.2.5 Approve any transaction to which CPCNH is a party, and one or more Directors have a material financial interest.

ARTICLE VII
OFFICERS

Section 7.1 Officers

The Officers of CPCNH shall consist of a Chair, the Immediate Past- Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers ("***Officers***") as shall be determined by the Board, all of which shall be elected by the Board. All Officers shall be members of the Board.

Section 7.2 Election and Term of Office

The Board shall elect the Officers of CPCNH by majority vote of the Directors in attendance at each Annual Meeting. Between Annual Membership Meetings, vacancies in any Officer position may be filled by a majority vote of the Directors present at any regularly or specially scheduled meeting of the Board. The Officers of CPCNH shall hold office for a term of one (1) year and shall not serve more than three (3) consecutive one (1) year terms in any office.

Section 7.3 Chair

The Chair shall preside at all meetings of the Board and shall have and exercise general charge and supervision over the affairs of CPCNH and the Chief Executive Officer. The Chair shall perform such other duties as may be assigned by the Board. He or she or the Chief Executive Officer shall, unless otherwise ordered by the Board, execute all written agreements and contracts in the name of CPCNH, subject to the approval of the Board or the Executive Committee.

Section 7.4 Immediate Past-Chair

Upon completing a final term as Chair, the person in that position shall automatically move into the position of Immediate Past-Chair. The Immediate Past-Chair shall remain a full voting member of the Board, even if his or her term has expired, and the Board has reached its quota, provided that the Immediate Past-Chair remains a designated representative or alternate of his or her Member. This position will be a one (1) year position. The Immediate Past-Chair shall serve as an adviser to the Board Chair.

Section 7.5 Vice Chair

The Vice Chair shall perform such duties as prescribed by the Board or the Chair and shall act for the Chair in his or her absence.

Section 7.6 Secretary

The Secretary shall be present at all meetings of the Board and keep or cause to be kept minutes of all meetings of the Board and maintain custody thereof. The Secretary shall perform all other duties incident to the office, and such other duties as may be assigned by the Board.

Section 7.7 Treasurer

The Treasurer shall oversee the collection and receipt of all money due CPCNH and shall have supervision of CPCNH monies and regular books of accounts. He or she shall oversee the deposits, expenditure, or investment of such funds according to the direction of the Board. He or she shall oversee the full and accurate recordation of receipts, deposits, investments, and expenditures. The Treasurer shall submit periodic reports of financial transactions to the Board at least quarterly, and more often if so requested. In conjunction with the Chief Executive Officer, he or she shall prepare the annual budget for approval of the Board.

Section 7.8 Removal

Any Officer may be removed from office at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the Board at any Regular Meeting or Special

Meeting of the Board called expressly for that purpose, or whenever, in its judgment, the best interest of CPCNH would be served thereby.

ARTICLE VIII

CHIEF EXECUTIVE OFFICER

The Chief Executive Officer shall be engaged by the Board in such manner as it determines. The title for the Chief Executive Officer be part of the negotiations with the Board. The Chief Executive Officer serves at the pleasure of the Board. The Executive Committee shall review compensation and annual performance evaluation in a process conducted by the Chair of the Board.

In general, the Chief Executive Officer shall be responsible for the administration and management of CPCNH. The Chief Executive Officer shall participate in all Regular Meetings of the Board and shall be responsible for carrying out the objectives of the organization; subject to such written policies, directions and procedures as may be established from time to time by the Board. The Chief Executive Officer shall be responsible for the day-to-day operation of CPCNH, and is empowered to hire additional staff, who report to the Chief Executive Officer, when the Board votes to authorize a position and a budget line to support it.

A position description (for the Chief Executive Officer and any other staff) with specific responsibilities will be drafted and reviewed as part of the annual performance evaluation process.

Prior to hiring a Chief Executive Officer or in the absence of a Chief Executive Officer the Board may retain such consultants and interim staff, such as an acting manager, as it may determine is appropriate.

ARTICLE IX

AMENDMENTS

Section 9.1 <u>Amendment of By-Laws</u>

Except as otherwise provided by law, these By-Laws may be amended by a vote of not less than two-thirds (2/3) of the Members in attendance at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting, provided that written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon.

Further, all amendments must be consistent with the Articles of Agreement and the JPA, and this Article IX, Article XI, and Article XIII may not be amended unless such amendment is approved by the governing body of each Member.

The Board shall, as may be required by law, report to the New Hampshire Attorney General, Charitable Trust Unit, a copy of any By-Law Amendments.

ARTICLE X

FISCAL YEAR, FINANCIAL REPORTS, AND AUDITS

Section 10.1 Fiscal Year

As provided for under the JPA, the fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year.

Section 10.2 Financial Reports and Audits

As provided for under the JPA, an independent financial report by a professional accounting firm of the books and records of CPCNH shall be conducted each fiscal year, and a copy of such financial report shall be submitted to each Director and the Members. A copy of such financial report may also be provided to others as directed by the Chair. The Board shall determine when it is appropriate for audits to be performed by professional accounting firms.

ARTICLE XI

DISSOLUTION, LIQUIDATION, AND DISTRIBUTION

CPCNH shall not be dissolved until such time as all principal of, and interest on, bonds and other forms of indebtedness issued by CPCNH are paid in full or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and other forms of indebtedness. Thereafter CPCNH may be dissolved upon the unanimous vote of all of the Members taken at a meeting of the Membership called for that purpose; provided, however, that CPCNH shall continue to exist after termination for the purpose of discharging or disposing of all claims and obligations, liquidating and distributing all assets and property, and conducting all other functions necessary to conclude the obligations and affairs of the CPCNH. In the event of a vote for dissolution, the Board shall liquidate the business and assets and the property of the Corporation as expeditiously as possible and distribute any net proceeds and any remaining assets to any remaining Members in such manner as is determined by the Board in accordance with law. The Board is vested with all powers of the Corporation for the purpose of concluding and dissolving the business affairs of the Corporation. No Member representative, Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

ARTICLE XII

CONFLICT OF INTEREST

Section 12.1 Duty to Disclose and Voting Requirements

Any possible conflict of interest on the part of any Director or Officer of CPCNH, shall be disclosed in writing to the Board and made a matter of record through an annual procedure, and also when the interest involves a specific issue or transaction before the Board. Where the transaction involving a Director or Officer exceeds five hundred dollars and no cents ($500.00) but is less than five-thousand dollars and no cents ($5,000.00) in a fiscal year, a two-thirds (2/3) vote of disinterested Directors approving the transaction is required. Where the transaction involved exceeds a value of five thousand dollars and no cents ($5,000.00) in a fiscal year, then a two-thirds (2/3) vote of disinterested Directors approving the transaction after publication of a legal notice in a newspaper of general circulation in the community in which the principal office of CPCNH is located (or if there is no such office, then in a newspaper of general circulation throughout the state), and after written notice to the Office of the Attorney General, Director of Charitable Trusts. Neither the interested Director nor any other Director who had a pecuniary benefit transaction with CPCNH in the same fiscal year shall be present for or participate either in the discussion or the actual vote concerning the transaction and the minutes shall reflect the fact as well as the disclosure of the Director's interest and the vote. Every new member of the Board will be advised of this policy upon entering the duties of his and her office, and shall sign a statement acknowledging, understanding and agreement to this policy. CPCNH shall keep a log of the pecuniary benefit transactions occurring between it and Board Members.

Section 12.2 Other Statutory Requirements

The Board will comply with all applicable requirements of New Hampshire laws dealing with pecuniary benefit transactions (NH RSA 7:19-a, II and 292:6-a) and all such laws are incorporated in full into and made a part of this policy statement. These requirements include, but are not limited to, (1) the absolute prohibition of any loans to any Director or Officer of CPCNH; and (2) prohibition of any sale or lease (for a term greater than five (5) years) or conveyance of real estate to or from a Director or Officer, without the prior approval of the probate court. These requirements extend to both direct and indirect financial interests.

ARTICLE XIII

INDEMNIFICATION AND INSURANCE

Section 13.1 Indemnification

Each Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH, (and their respective heirs, executors and administrators), shall be indemnified and held harmless by CPCNH against any and all claims, demands, losses, costs, penalties, expenses (including attorneys' fees), judgments, damages and liabilities reasonably incurred by, or imposed upon them in connection with any action, suit or proceeding to which they may be made a party or with which they shall be threatened, by reason of their being, or having been, a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH (whether or not they continues to be a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH at the time such action, suit or proceeding is brought or threatened), arising in whole or in part, directly or indirectly from conduct in which such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent has engaged in good faith. However, no such indemnification shall apply in relation to any matter involving (i) a breach of their duty of loyalty to CPCNH; (ii) acts or omission which are not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Director, Officer, Member representative, committee member, employee, assignee, or agent derived an improper personal benefit.

In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which CPCNH is advised by counsel that such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent is not liable for misconduct as such. The foregoing right of indemnification shall be in addition to any rights to which any Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent may otherwise be entitled.

Section 13.2 <u>Insurance</u>

CPNH shall self-provide or acquire insurance coverage as is necessary to protect the interests of the CPCNH, the Members, employees, agents, and the public and to indemnify such persons in instances in which they may be indemnified pursuant to Section 13.1 in this Article XIII.

These By-Laws were approved by the Board on ___________ ___, 2021.

Attachment D: List of Members

The following entities are Parties to the Joint Power Agreement of Community Power Coalition of New Hampshire:

1. City of Lebanon
2. Town of Hanover
3. City of Nashua
4. Cheshire County
5.

Attachment E: Signatories

IN WITNESS WHEREOF, the Parties have executive this Joint Power Agreement for Community Power Coalition of New Hampshire.

City of Lebanon, NH

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Cheshire County, NH

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Town of Hanover, NH

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Town of ______________, NH

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

City of Nashua, NH

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Town of ______________, NH

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Attachment F – List of Project Contracts

The following is the List of Project Contracts entered into by Community Power New Hampshire:

1. [Project Contact No. 1: Reserved]
2. [Project Contact No. 2: Reserved]

Attachment G – Notices to Corporation

All notices to the Corporation shall be provided to its current corporate address, as follows:

[insert current address]

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.B.3.

Resolution Number: **R – 2021.07.14 – 131**
Resolution Re: FY2022 CIP Appropriation and Authorization for CWSRF Loan for River Street Pump Station Upgrades

WHEREAS: The City Council desires to make public improvements and to finance these improvements through the NH Clean Water State Revolving Fund (CWSRF) and;

WHEREAS: The City identified a priority need to make improvements and submitted a pre-application to NH Department of Environmental Services (NH DES) for the River Street Pump Station Upgrades Project and the project was determined to meet CWSRF eligibility; and

WHEREAS: The City's participation in the CWSRF for the River Street Pump Station Upgrades project provides an opportunity for up to $1,000,000 in loan principal forgiveness; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital project is appropriated for $7,206,000 with estimated useful lives in excess of the length indicated:

Item #	Description	Proposed Appropriation	Life/Yrs	Department	Fund
1	River Street Pump Station Upgrades	$7,206,000	20	Comm Serv - PW	Sewer
	Total	$7,206,000			

AND FURTHER BE IT RESOLVED THAT:
Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing this project. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF Program to obtain the loan for eligible identified project.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after 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 M. Mistretta
City Clerk

CITY OF DOVER - RESOLUTION

CITY OF DOVER

Agenda Item#: 13.B.3.

Resolution Number: **R – 2021.07.14 – 131**

Resolution Re: FY2022 CIP Appropriation and Authorization for CWSRF Loan for River Street Pump Station Upgrades

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 resolution makes an appropriation for a FY2022 Capital Improvements Program project financed by loan from NH DES Clean Water State Revolving Fund, with up to $1,000,000.00 principal forgiveness for the loan, and authorizes the city to enter into the loan agreement with NH DES.

This resolution makes an appropriation of $7,206,000 for the River Street Pump Station Upgrades project. The total project cost is estimated to be $8,206,000. The City Council appropriated $1,000,000 as part of the adopted FY2020 CIP debt financed projects for odor control improvements at the pump station.

The City's River Street Pump Station is approaching 30 years old, and a substantial amount of the existing building, control, and electrical systems are original to the station. As part of the City's ongoing efforts to maintain and upgrade existing infrastructure to ensure the reliable operations for the City's users, the City would like to complete upgrades to the station. The River Street Pump Station is a critical component of the City's wastewater infrastructure as over 80% of the City's wastewater is conveyed through the station. Proposed upgrades to include,

- Decommission existing underground fuel storage tank and new exterior diesel generator with weatherproof and acoustically treated enclosure.
- Upgrades to the building structure including the roof, masonry, doors, and louvers to bring into compliance with the applicable building codes.
- Upgrades to ventilation system and improvements for balancing HVAC, installation of a natural gas boiler and new gas service to the building, and fire suppression upgrades to meet applicable codes.
- Electrical upgrades to address recommendations presented in the Energy Evaluation completed for the City of Dover by Process Energy Services, LLC in December 2019. In addition, upgrades will include the fire alarm system, and a new exterior generator.
- Upgrades to PLCs and associated equipment at the station. The existing SCADA infrastructure is largely obsolete and is no longer supported by the manufacturer.
- Upgrades to piping and valves not previously replaced in earlier upgrades to the station including all flow control gates in the wet well side of the pump station;
- Upgrades to chemical storage, feed systems and facilities;
- Odor control systems;
- Grit system improvements;
- Upgrades and replacement to the surge tanks exterior to the station.
- Limited upgrades within air release and clean-out manholes along the station's force main between the station and the City's wastewater treatment facility (WWTF).

Debt Authorization versus Debt Retirement
The following table compares the tentative authorization amount to the amount of debt being retired:

Description	Sewer
Pending Authorization	7,206,000
Prior FY2022 CIP Authorization	0
FY2022 Principal Retirement	1,440,393
Net Change	5,765,607

Legal Debt Limits
The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2021 and this authorization, against the City Council financial policy debt limit. The policy debt limit for the City Sewer Fund is 1.5% of equalized assessed value. There is no statutory debt limit for the Sewer Fund.

Description	Sewer Fund
Debt Outstanding	17,629,163
Authorized - Unissued	8,415,000
Total Issued & Unissued	26,044,163
This Authorization	7,206,000
Grand Total	33,250,163
Policy Debt Limit	59,379,357
Unused Capacity	26,129,194
Percent Unused	44.00%

Budgetary and Rate Impacts
The $7,206,000 CWSRF loan is expected to be paid back over a 20-year period. Principal repayments would be $310,300 per year after an offset of $1,000,000 for the estimated amount of principal forgiveness. The annual impact to the City's Sewer Fund budget is based upon annual principal and interest repayment. The interest that would accrue on outstanding principal balances over the 20 year period, based on an interest rate of 2.424%, is estimated to be a total of $1,579,550 impact to the City's Sewer Fund budget over that 20 year period, approximately $78,978 annual impact. The combined impact of principal and interest repayment for the CWSRF loan would be $0.46 impact on the sewer rate. For a single family home with an average annual sewer usage of 75 HCF the annual impact would be $34.47.