

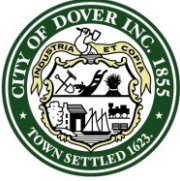
CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, July 28, 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. APPROVAL OF PROPOSED AMENDMENTS TO CITY CHARTER AND AUTHORIZATION TO SUBMIT FINAL REPORT TO THE NEW HAMPSHIRE SECRETARY OF STATE, ATTORNEY GENERAL, AND COMMISSIONER OF THE DEPARTMENT OF REVENUE**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. 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.) (CITY COUNCIL VOTE TO OCCUR ON AUGUST 11, 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. July 14, 2021 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2ND READING**
 - B. ORDINANCES IN THE 3RD READING**
 - C. RESOLUTIONS**
 - 1. APPROVAL OF CABLE FRANCHISE AGREEMENT WITH ATLANTIC BROADBAND (NH-ME), LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST



CITY OF DOVER

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- 2. APPROVAL OF PROPOSED AMENDMENTS TO CITY CHARTER AND AUTHORIZATION TO SUBMIT FINAL REPORT TO THE NEW HAMPSHIRE SECRETARY OF STATE, ATTORNEY GENERAL, AND COMMISSIONER OF THE DEPARTMENT OF REVENUE**
SPONSORED BY MAYOR CARRIER BY REQUEST

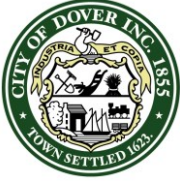
13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. AUTHORIZATION TO PURCHASE TROJAN UV3000 PLUS LAMPS AND QUARTZ SLEEVES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 2. STATE OF NH CONTRACT WITH DELL MARKETING LP FOR COMPUTER EQUIPMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 3. B21048 SPECIALIZED MUNICIPAL ENGINEERING SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 4. APPROVAL OF LEASE AGREEMENT WITH NEW ENGLAND SPORTS COMPLEX, INC., d/b/a FIRST PUSH SYNDICATE**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 5. APPROVAL OF LEASE AGREEMENT WITH COMMUNITY SOLUTIONS, INC.**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 6. APPROVAL OF LEASE AMENDMENT FOR REACH FOR THE TOP THERAPY SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

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



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, July 28, 2021**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

- 1. REPEAL AND REPLACE THE AD-HOC COMMITTEE FOR GRAFFITI
MANAGEMENT**
SPONSORED BY DEPUTY MAYOR CIOTTI

C. ORDINANCES IN 1ST READING

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

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	Life/Yrs	Department	Fund
		Appropriation			
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

CITY OF DOVER - RESOLUTION

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

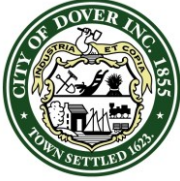
Resolution Number: **R – 2021.07.14 – 131**
Resolution Re: FY2022 CIP Appropriation and Authorization for CWSRF
Loan for River Street Pump Station Upgrades

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.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

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

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

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).



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

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

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

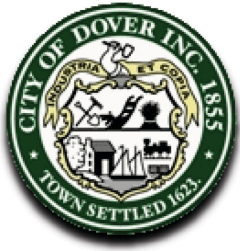
Legal Debt Limits

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.



CITY MANAGER'S REPORT



Dover, NH

- Mike Gillis

July 28, 2021

Reporting on: June 2021

J. Michael Joyal, Jr.

City Manager

Report Highlights

Section 1: Customer Focused Outcomes

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

Section 2: Product & Process Outcomes

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

Section 3: Leadership & Governance Outcomes

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

Section 4: Financial & Benchmark Outcomes

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

Section 5: Workforce-Focused Outcomes

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

COMMON ABBREVIATIONS

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

City of Dover's Municipal Leadership Team



Michael Joyal
City Manager



Gary Bannon
Recreation Director



David Balian
Public Welfare
Director



Daniel Barufaldi
Economic Development
Director



William Breault
Police Chief



Susan Daudelin
Human Resources
Director



Annie Dove
Information Technology
Director



Michael Gillis
Media Services
Director



Paul Haas
Fire Chief, EOC
Director



Denise LaFrance
Public Library
Director



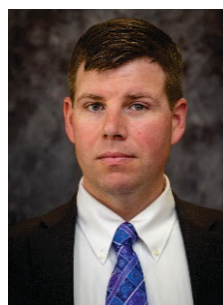
Daniel Lynch
Finance Director



Christopher Parker
Assistant City Manager,
Planning Director



John Storer
Community Services
Director



Joshua Wyatt
City Attorney

1. Customer Focused Outcomes

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

June saw Fire & Rescue responding to 556 calls for service, an average of over 18 calls per 24-hour period in each day of the month. Through the National Fire Incident Management Reporting System, these calls are generally broken down into Fires, Medical Emergencies, Hazardous Conditions (gas leaks; power lines down; etc.), False Calls (good intent) and Non-Emergent requests. 18 of the calls for service were for fires, 388 were for medical emergencies, 24 were for other hazardous situations requiring emergent intervention (natural gas leak or energized power line down, for example), 83 were either false or good intent in nature, with the remaining being for non-emergent requests.

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

In the month of June, there were 180 times when 2 calls were going on simultaneously, and 78 times when 3 or more calls were going on at the same time.

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

In the month of June, a Chief Officer was summoned to respond with the duty shift to 17 emergency calls. 15 of these calls occurred either after regular business hours or on the weekend.

In addition to EMS calls for Service, DF&R personnel continued to support the National Guard's vaccination mission. This State-wide effort was concluded on June 30th.

June 2021 Total		
SHIFT	Clinic Shifts	Total Hours
A	4	28
B	22	178
C	0	0
D	11	90.5
ADM	0	0
IS	1	7
TOTAL	38	303.5

Vaccination Efforts Total		
SHIFT	Clinic Shifts	Total Hours
A	131	844.92
B	288	1857.83
C	59	251.75
D	150	1120.34
ADM	37	155.25
IS	28	139.5
TOTAL	693	4369.59

Facilities & Grounds	Jan 2021	Feb 2021	March 2021	April 2021	May 2021	June 2021
Burials Handled-Ash	0	1	0	2	6	16
Burials Handled-Full	5	3	4	1	1	2
Service Calls	62	62	107	103	100	107
Work Orders	94	99	170	203	175	185

The Facilities, Grounds and Cemeteries Division handled 107 service calls and 185 work orders in May. Two full burials and 16 interments of ashes were conducted in Pine Hill Cemetery. The last time we provided these services to this many families was in June of 2001. Three markers were installed and twenty graves were sold, the most graves sold in a single month in nearly seventeen years.

The Facilities & Grounds Superintendent met with Aubrey Lamontagne from the non-profit, Jasper's Heart, to go over the area where a Children's Memory Garden would be developed. This would be an area that would give loved ones who had suffered a loss during pregnancy, a place to go to reflect or mourn. The design specifications must be submitted to and approved by the Cemetery Board, as well as the inscription on the monument. The arrangement of the pieces would be in a

triangular shape, with two benches facing the monument and looking past the monument into the cemetery. This space is situated next to the older baby graves in the Cemetery.

One hundred and fifty-seven work orders were addressed by Facilities, Grounds and Cemeteries pertaining to outside issues. Irrigation systems were repaired at Rotary Park (the backflow preventer needed to be replaced), Shaw's Lane and Long Hill Park. These weren't turned on until early June and then were only on for a few weeks before being turned off due to drought conditions. Whiskey barrels were watered, as were some of the newer trees. The water features at Adventure Park were turned on until being impacted by the water restrictions as well.

Park clean up continued in the landscaped areas at Adventure Park, the seating area in the Rotary Pavilion was repaired and cleaned, as it is every year and the painting of the Gundalow deck, the Overlook Stage and the Rotary Stage was requested. The weather was not cooperative for painting, so those projects are ongoing.

A foundation was poured for a marker giving information relative to the puzzle mural on the Henry Law Avenue side of the Indoor Pool. The marker was mounted to a pedestal and installed in the mulched area in front of that wall. The soccer field at Shaw's Lane was lined each week and the Woodman Park Baseball field was prepped for games early in June.

Trees were an ongoing issue this month with 5 large trees being removed by Urban Tree, 6 trees were removed by City employees, 5 were pruned of dead wood in the parks, trees were skirted to allow mowers to pass beneath, 5 calls dealt with removing hanging limbs or limbs that had fallen and needed to be moved to recycling, and 6 other calls had to do with having the condition assessed or ownership investigated.

Facilities & Grounds responded to work orders related to removing or covering up graffiti, which continues to be an emerging issue. The dugouts at various ball fields have been targeted, as have many other flat surfaces throughout the downtown area. The City is forming a committee to look into and try to address the issue in a more productive manner.

The F&G Superintendent met with Rebecca DiGirolomo, a Natural Resources Field Specialist, from the Strafford County UNH Cooperative Extension, regarding the treatment of some ash trees in the Waldron Court public area for a training event slated for July 15th, 2021. With the emerald ash borer infestation becoming more widespread in NH, this workshop is designed for licensed pesticide applicators interested in learning more about insecticide treatments for emerald ash borer. These two-hour long sessions will be held outside and will include a review of emerald ash borer biology, best management practices and treatment options. In addition, Bill Davidson, NH Forest Health Specialist with the NH Division of Forests and Lands, will demonstrate a variety of equipment that can be used for tree injections and will discuss insecticides recommended for emerald ash borer treatments.

Mulch was delivered to the Police Station for areas around the building, a bridge on the Community Trail was repaired and the rain garden drain at the Facilities, Grounds & Cemeteries building received some attention to help it drain properly.

Six traffic signal complaints were received pertaining to timing or malfunctions of the signals. Three green balls, two red balls and a yellow ball were replaced. Four pedestrian buttons were replaced due to age at Long Hill Rd and Route 108. Three other pedestrian buttons were replaced as they were not functioning properly in other locations. School zone lights were shut off for the summer, two street light issues and one décor light problem were addressed by employees.

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

Remaining items from the Wayfinding sign project were wrapped up, old posts were removed and damaged Adopt a Spot signs were replaced with new ones. A missing stop sign was replaced, three existing sign posts holding five signs were replaced, 16 new sign posts with signs were installed, thirty-six NO TARGET SHOOTING or HUNTING signs were ordered to be placed around the City property out on Glen Hill Road and fifteen NO CAMPING NO CAMP FIRES or OFFROAD RECREATIONAL VEHICLES were ordered to be placed around Willand Pond. Curve warning signs are going to be placed at various locations on Columbus Avenue, County Farm Cross Road and Sixth Street where there are curves in areas that motorists do not slow down.

Forty-five other work orders were addressed pertaining to buildings. The pews were moved back into the Council Chambers so meetings can be conducted “normally” with the public in attendance. A parcel drop box was instated in the Customer Service Center area. The backflow prevention device was tested in the water system at City Hall. Two HVAC issues were responded to and resolved.

Plumbing issues with leaks on fixtures or equipment at the Jenny Thompson Outdoor Pool, were resolved. The Transportation Station was having an issue with plugged toilets, so Value Rooter came again to clear and TV the line to see what the issues might be. Nothing conclusive was determined.

Elevator inspections and monthly fire extinguisher inspections were conducted in municipal buildings. Thirteen work orders for supply deliveries or moving items were made, one included moving office furniture from Salem NH to the Fire Department buildings in Dover. This furniture was donated by SNHU to the Fire department. Other items were moved to recycling, as was old information technology equipment deemed no longer useful. Fifteen keys were issued this month.

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During the month of June 2021, 11 registered sex offenders were processed by the Dover Police Department’s Special Investigations Unit. The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration, and can also include a change of address or other information that must be updated.

SIU detectives investigated three unattended deaths in June 2021.

SIU detectives arrested a Dover man for Second Degree Assault, the victim being an infant family member.

SIU detectives responded to a shooting incident that occurred on New Rochester Road. One person remains hospitalized and the investigation is ongoing.

SIU detectives presented 7 investigations to a Grand Jury for indictment. All of the presentations resulted in a “true bill”, meaning the Grand Jury determined that probable cause existed that the

accused committed a crime. Cases presented to the Grand Jury are classified as a felony offense or a misdemeanor with an enhanced penalty.

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

SIU detectives referred 47 police reports to the Department of Children, Youth and Families. These informational referrals are for incidents that officers responded to in which children witnessed or were alleged victims of criminal acts or other concerning conduct.

During the month of June 2021, SIU detectives wrote 81 police reports for various investigations.

In June, Sergeant Tarmey spent the majority of the month coordinating efforts related to vagrancy issues, littering and criminal mischief. Specifically, an area near Willand Pond owned by the City of Dover generated a number of complaints from citizens concerned with homeless encampments in the area. There were also several complaints about vehicular/ATV traffic on the Willand Pond Trail. Sergeant Tarmey met with staff from the Community Services Department and coordinated the placement of several barricades and signs in an attempt to dissuade the activity. The signage and barriers are due to be installed in early July.

Sergeant Tarmey assisted in coordinating bike and foot patrols on the Community Trail to achieve a greater officer presence in the area where the vast number of graffiti, vagrancy and thefts were being reported. During the first month, the department received a number of compliments from citizens regarding the presence of officers on the trail. Additionally, officers conducting the patrols assisted the Special Investigations Unit detective bureau in an investigation into stolen bicycles. These bike and foot patrols will continue throughout the summer.

Sergeant Tarmey visited several reported campsites throughout the city in June. Some of the sites were reported to patrol officers, and then forwarded to the CREU, while other sites were identified by citizens who reported the incidents directly to Sergeant Tarmey. The sites that were located on private property not belonging to the city of Dover were checked for occupants by the police department. Subjects who were found to be camping on private property were asked to vacate the area and clean up any debris they brought with them. As in previous months, the department received several complaints about campsites near Willand Pond. It was determined that all of the reported sites were located in Somersworth. The responding officers were encouraged to seek assistance from Somersworth Police Department to handle instances where a Dover resident was the reporting party for incidents occurring in their jurisdiction.

In June, Sergeant Tarmey completed a site survey of several downtown locations (specifically the Community Trail and surrounding area) for a potential plan to install surveillance cameras on public property. The project would help identify as well as deter minor criminal activity in the downtown. Chief Breault and Sergeant Tarmey met with representatives from Johnson Controls to initiate the planning stages of the project and proposal.

Sergeant Tarmey assisted in planning and implementing the Dover High School graduation event that took place on June 15th. The event was a success, with no unusual incidents.

On June 24th, Sergeant Tarmey assisted with the department's community service program and stood by with a participant who completed 4 hours of community service. During the 4 hours, the

participant picked up 10 bags of trash and debris from a small area off of Tolend Rd. The trash was later picked up by Waste Management with coordination from the City of Dover Solid Waste Department.

Dover Police Department Patrol Division	Calls for Service	Traffic Stops	Non-Enforcement Contacts	Incidents Handled
October 2020	1,458	565	220	2,243
November 2020	1,373	901	226	2,500
December 2020	1,501	1,171	237	2,908
January 2021	1,358	1,378	250	2,986
February 2021	1,301	974	226	2,501
March 2021	1,598	972	250	2,820
April 2021	1,500	692	221	2,413
May 2021	1,649	690	238	2,577
June 2021	1,818	764	230	2,812

Supplemental Field Operations Activity:

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

The Accident Reconstruction Team was not called out during the month of June.

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

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

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

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

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

PRIORITY 5: MOTOR VEHICLE STOPS.

June 2021

Priority 1:	188
Priority 2:	121
Priority 3:	669
Priority 4:	840
Priority 5:	994

Each month, Captain Gould reviews all of the Priority 1 calls received and determines which involved police emergencies to determine how many had a police response time that was 6 minutes or fewer. During the month of June 2021, the Dover Police Department responded to 33 emergency incidents and arrived on scene in fewer than six minutes to 73% of those calls (33 calls, 9 in six minutes or more).

Sergeant Marn Speidel remains as the department liaison for the two COVID-19 vaccination sites located at the bus terminal on Indian Brook Drive and Bradley Commons on Central Avenue. In June, the main vaccination site on Indian Brook Drive was covered by an outside detail officer Monday through Friday, from 7:30am to 4:30pm. In June, the hours for the site diminished and the site was closed on June 30th.

The department continues to assist the Community Services Department with its major downtown water main replacement project. Lieutenant Mark Collopy and Parking Manager Bill Simons have become the points of contact with Assistant City Engineer Max Kenney by ensuring that the communications between department staff and the city's customers, particularly with regard to parking, continue through the course of the project. Lieutenant Collopy attends the weekly project meetings with city and construction staff.

On June 5th, the Saint Mary Academy 5k, took place at Saint Thomas Aquinas High School. Sergeant Marn Speidel coordinated the police detail for this event, which had more than 200 runners in attendance. The event had two detail officers assigned to it and was required to pay an officer for the traffic control set-up and breakdown.

On June 12th, the police department provided Hot Rod City with traffic cones and street signs to aid them in their annual block party located at 99 Oak Street.

On June 13th, the police department assisted the NH Soap Box Derby with their annual derby race on Broadway. The event required a full closure of Broadway between Hill Street and Oak Street. This was done through the assistance of the police department and its traffic control equipment. The event had two detail officers assigned to it and was required to pay an officer for the traffic control set-up and breakdown.

DISPATCH COMMUNICATIONS	RADIO TRANSMISSIONS	PHONE CALLS	911 CALLS RECEIVED	LOBBY CUSTOMERS	POLICE ALARMS RECEIVED	POLICE ALARMS CANCELLED	FIRE & MEDICAL ALARMS	OTHER ALARMS
October 2020	11,361	6,996	366	204	77	11	60	2
November 2020	12,089	6,636	375	181	89	13	63	1
December 2020	12,911	6,788	407	132	101	11	60	4
January 2021	12,806	7,304	405	141	78	18	73	2
February 2021	11,166	6,219	336	145	76	20	70	0
March 2021	13,716	7,551	439	204	96	17	71	3
April 2021	12,943	7,770	438	190	77	14	63	1
May 2021	14,089	8,025	442	212	68	14	68	5
June 2021	14,606	7,825	457	214	93	25	72	4

The Animal Control Officer was out of the office for much of the month of June. The police department responded to 83 animal related calls during the month.

The K-9 Unit trains on a daily basis and attends formal training on Mondays at the New Hampshire Police K-9 Academy, which is located at the Sig Sauer grounds in Epping NH, or at other designated areas in New England for a minimum of 20 hours a month. Currently K9 Barco holds a USPCA PDI and PDII certification.

There were no callouts for the police K9 team during the month of June.

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

Saint Mary's Academy 5k (June 5th)

Hot Rod City Block Party Event (June 12th)

NH Soap Box Derby (June 13th)

Cochecho Arts Festival (Weekly-Summer 2021)

First Parish Church 5k/Half-Marathon (September 4th)

WDH Seacoast Cancer 5k Fundraiser (September 13th)

Dover Chamber Apple Harvest Day Festival (October 2nd)

<i>Licensing Board Actions</i>	
<i>June 2021</i>	
<i>Taxi Cab Licenses</i>	<i>0</i>
<i>Taxi Cab Owner's Licenses</i>	<i>0</i>
<i>Notifications to City Hall</i>	<i>0</i>
<i>Raffle Permits</i>	<i>3</i>
<i>Tagging Permits</i>	<i>0</i>
<i>Block Party Permits</i>	<i>2</i>
<i>Parade Permits</i>	<i>0</i>
<i>Road Toll Permits</i>	<i>0</i>

The Parking Bureau continues to provide support for the downtown water main replacement project. Numerous locations were posted for No Parking throughout the month and some permit holders were relocated. They also are assisting with posting parking restrictions for sidewalk repairs throughout the city and other Community Service requests.

The parking activity fund closed out FY2021 with a net income, despite the challenges of the pandemic. Significant cuts were made to expenditures throughout the year.

Parking Manager Bill Simons met with several merchants of Pointe Place on June 17th to discuss parking issues on the recently accepted city road. Concerns about residents and employees parking in customers spaces were highlighted. The merchants agreed that even though their original concern was more targeted at residents from the nearby apartments, they estimated that 50% of the vehicles out front of their businesses were business owners, managers and employees. Recommendations were made and a letter will be drafted which the merchants can bring to fellow business owners promoting employee parking away from customer areas. Pointe Place management was also represented and will be working on the issue as well.



Zone addition to pay by phone signs

The Pay by Phone option has recently been enhanced to include the street name on each meter that coincides with the location icon on the user's phone. This was to make the system more user friendly for people not familiar with the city.

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

Facility	June # of individuals
Wentworth Douglass Hospital	243
Dover ER	30
Non Transports/Sign offs/Refusal of Care	96
Frisbie Memorial Hospital	5
Portsmouth Regional Hospital	9
Mass General Hospital (MA)	2
Brigham and Woman's Hospital (MA)	0
Boston Children's Hospital (MA)	0
Maine Medical (ME)	1
York Hospital (ME)	1
Exeter Hospital	0
Elliot Hospital (NH)	1
Total:	350

Inspection Services in June had a total count of 527 inspections conducted and 66 permits issued.

Inspections & Permits	
Life Safety Inspections	69
Business Inspections	12
Sprinkler / Alarm Inspections	45
Building Inspections	102
Electrical Inspections	126
Plumbing / Mechanical Inspections	84
Blasting Inspections	00
Health Inspections	69
School / Daycare Inspections	20
Oil Burner Inspections	00
Woodstove / Fireplace Inspections	00
Building Permits	62
Blasting Permits	00
Certificate of Occupancy Permits	04

June library circulation totaled 19,488 items. (7,963 adult + 7,461 children's print items; plus 4,064 items downloaded including 3,201 audiobooks & eBooks, 751 Hoopla streaming music, movies, and books, and 112 eMagazines).

137 new patrons registered at the Dover Public Library. Bringing the total active cardholders to 12,889. 8 of these new patrons were non-resident Dover workers or students (now 880 in that category).

The Library's Book Pick-Up (no contact) service continues to be popular with 27 appointments in June.

The Library's museum passes were borrowed 48 times. Museums are continuing to require registration for a time as they are limiting occupancy.

Outreach efforts via Dover's 2 Little Free Libraries continue to be popular with 193 books added in June.

23 new Dover Public Library patrons registered for downloadable audiobooks/eBooks, bringing the total to 5,837. 29 registered for Hoopla, bringing the Hoopla total to 1,944.

Internet and PC uses by the public totaled 776 on library workstations, with another 4,268 via Wi-Fi, plus 1 Chromebook loan.

The library's website statistics showed 28,758 page views by 8,746 users in 15,065 sessions.

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

8,082 people visited the library during June, an average of 311 per day (open 26 days).

The Planning and Community Development staff addressed enforcement concerns motor vehicle junkyards and junkyards, as well as potential illegal conveyance of land. Staff also assisted customers with zoning inquiries, determinations, potential applications to the Zoning Board, and small development consultations.

Total Permits Issued: June 2021

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
20-084	POINTE PLACE DEVELOPMEN	50	POINTE PLACE	SUITE 33, INT. IMPRVMNTS FOR TENAN	C	K	195	92000	945
20-529	GTY MA/NH LEASING	1	LONG HILL ROAD	INSTALL A ATTENDANT BOOTH & CON	C	39	17660	78000	805
21-233	DOVER CENTRAL PROPERTIES	750	CENTRAL AVENUE	SUITE O, RENO. FOR NEW TENNANCY	C	29	1700	60000	625
21-241	FIRST STREET AT CHESTNUT	24	CHESTNUT STREET	INT. IMPRVMNTS & TENANT FIT-UP	C	6	9120	20000	250
21-245	CITY OF DOVER	288	CENTRAL AVENUE	CREATE OFFICE AREA ON FIRST FLOOR	c	2	100	3019	0
21-259	AT&T C/O SAI COMMUNICATI	43	WASHINGTON STREET	ADD 6 ANTENNAS & ASSOC. EQUIPMEN	C	3	63B0	225000	2275
21-278	CITY OF DOVER	271	MAST ROAD	ALTER FRONT AREA & PROVIDE CUSTO	C	H	5800	50000	0
21-267	ONE HOME BUILDER, LLC	27	WHITELEY DRIVE	CONST. A SFD W/TWO CAR ATT. GARAG	E	N	1818	475000	4775
20-005	ANDERSON	251	LONG HILL ROAD	MOVE 1ST FLR BATHRM TO ADJACENT	R	A	1800	14300	168
20-422	ARLEN	78	BACK RIVER ROAD	CONST. A NEW DECK	R	I	6800	10000	125
21-029	CIOTTI	98	SILVER STREET	CONST A ONE STORY GARAGE	R	12	12700	50000	525
21-112	DEBOER	17	HARMONY LANE	CONST. A REAR ADDITION & GARAGE	R	F	30B0	140000	1425
21-136	LITTLE BAY DEVELOPMENT, L	2 4 6	LITTLE BAY DRIVE	CONST. A 3 UNIT TOWNHOUSE STRUCT	R	8	900	1402500	14050
21-173	WEEGAR	16	BELLAMY ROAD	REMOVE BLOCK FOUNDATION & REPL	R	14	300	9000	115
21-202	GUILMETTE	15	UPPER FACTORY ROAD	PEROFRM RENO. DUE TO FIRE DAMAGE	R	E	6200	50000	525
21-204	LEAVITT	19	RUTLAND STREET	ENCLOSE & ENLARGE A THREE SEASO	R	12	14500	9700	125
21-205	SCHLOSSER	6	WINSTON AVENUE	PERFORM EXT. RENO. SHINGLE ROOF,	R	K	30E0	8400	105
21-207	MARANHAS	123	BACK RIVER ROAD	CONST. A REAR DORMER, ADD A BATH	R	I	46B0	35000	375
21-217	NERING, MICHAEL	290	LONG HILL ROAD	CONVERT GARAGE INTO HABITABLE LI	R	A	5110	139000	1415
21-219	JEANNEAU	7	ELA STREET	CONST. SECOND FLOOR & ADD. FRON P	R	27	261A	100000	1025
21-222	KNORR	35	ARCH STREET	ADD A BATHRM ON 2ND FLR, INT. ALTE	R	10	15600	87000	895
21-223	BARNES	600	SIXTH STREET	INSTALL 1 REPLACEMENT PATIO DOOR	R	B	6B0	4378	50

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
21-224	AMEY	32	GLADIOLA WAY	RENOV. BATHRM & INSTALL WALK IN S R		A	2890	10000	125
21-231	MOLLOMA	52	AUGUSTA WAY	RENO. MASTER BATHRM	R	K	49A12	15000	175
21-234	ALMEIDA	202	DOVER POINT ROAD	INSTALL 1 REPLACEMENT PATIO DOOR	R	L	8902	9082	115
21-235	JONE, WILLIAM	16	HUBBARD ROAD	CONST. A DECK	R	K	14180	9300	115
21-236	ALLARD	153	COUNTY FARM ROAD	CONST. AN RV CARPORT	R	B	19C0	5000	75
21-237	SULLIVAN	6	JAMES STREET	PERFORM INT. IMPROVEMENTS	R	I	76F0	12000	145
21-238	WILLETTE	31	FIELDSTONE DRIVE	1 REPLCMNT SLIDING DR & 13 REPLCM	R	A	39120	32000	345
21-239	REISENT	143	LITTLEWORTH ROAD	3 REPLACEMENT ENTRY DOOR	R	F	1700	9000	115
21-242	DEYEK	40	MAPLE STREET	CONST. A REAR DECK	R	G	24J13	7500	105
21-244	SCHINTZIUS	16	APPLEVALE DRIVE	INSTALL REPLACEMENT WINDOWS	R	K	15K0	9000	115
21-246	MILLIKEN	24	COTTONWOOD DRIVE	CONSTRUCT ENTRY ROOF W/COLUMNS	R	B	4200	9500	120
21-247	FORTIN	47	PICARD LANE	INSTALL CONCRETE PAD FOR SPA & CO	R	A	1913	18495	205
21-250	SEEBER	8	RICHARDSON DRIVE	INSTALL 3 REPLACEMENT WINDOWS	R	34	L0	4000	65
21-251	SLAYTON	78	SPRUCE LANE	CONVERT A DECK TO A FOUR SEASON	R	I	81D0	25000	275
21-255	SEEBER	8	RICHARDSON DRIVE	INSTALL A REPLACEMENT ENTRY DOO	R	F	3420	3092	65
21-256	KIMBERLY WESSON REVOC A	407	DOVER POINT ROAD	INSTALL A ACCESS WAY, FIXED PIER, G	R	8	300	66700	695
21-262	HEALOW	5	GLENCREST AVENUE	CONST. A REAR DORMER FOR BATHRM	R	36	32E0	42000	445
21-263	ECKER	28	MAPLEWOOD AVENUE	CREATE OPEN PORCH FROM ENCLOSED	R	D	8R0	6470	85
21-268	SHANAHAN	508	TOLEND ROAD	REPLACE KITCHEN CABINETS AND COU	R	C	33A0	30000	325
21-271	BOYATSI	30	HAWTHORN ROAD	CONST. REAR SUNROOM ADDITION	R	K	18A36	55000	575
21-272	MY FRIENDS PLACE	23	HOUGH STREET	REPLACE STAIRWAY & LANDING	R	30	16300	1000	35
21-274	SAUDERSON	627	SIXTH STREET	CONST. FARMERS PORCH, A GARAGE E	R	A	28B0	52000	545
21-275	HARRISON	11	ARLINGTON DRIVE	REPLACE ROOF & PATCH HOLE FROM V	R	F	18F1	20675	235
21-277	BAILLARGEON	92	WATERLOO CIRCLE	REPLACE STAIRS & RAILINGS OF DECK	R	M	76150	27500	305
21-279	NICOLE PERL REVOCABLE TR	53	HOUGH STREET	RENEWAL OF BP20-163, CHNGE IN WOR	R	35	4700	13000	25

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
21-280	BARNES	600	SIXTH STREET	INSTALL REPLACEMENT PATIO DOORS	R	B	6B0	4378	50
21-281	ONE HOME BUILDERS LLC	14	WHITELEY DRIVE	CONST. A SFD W/3 CAR ATT. GARAGE	R	N	1813	566000	5685
21-282	ONE HOME BUILDERS LLC	6	WHITELEY DRIVE	CONST. A SFD W/2 CAR ATT. GARAGE	R	N	1815	324000	3265
21-283	FUSCO	21	PISCATAQUA ROAD	CONST. AN ATT. GARAGE W/MASTER S	R	I	12500	260000	2625
21-284	JOYAL, J. MICHAEL	53	WATSON ROAD	CONST. A DETACHED 3 CAR GARAGE W	R	E	3820	164000	1665
21-285	GEORGAKILAS	620	SIXTH STREET	CONST. A THREE CAR DETACHED GAR	R	B	8D0	50000	525
21-286	NAVARRE	49	PICNIC ROCK DRIVE	BASEMENT FINISH	R	16	20160	50000	525
21-288	WRIGHT	180	COLUMBUS AVENUE	REPLCMNT OF 3 WINDOWS AND 1 PATI	R	G	30A0	36535	391
21-289	VERMETTE	67	TOFTREE LANE	INSTALL AN ABOVE GROUND SWIMMIN	R	M	I3900	8522	110
21-290	HADD	59	BOXWOOD LANE	CREATE HABITABLE AREA IN ATTIC	R	B	2130	8000	105
21-291	DENHAM	31	CRANBROOK LANE	CONST. A 16' X 32' GUNITE POOL W/BAR	R	D	8900	49000	515
21-294	MCCANN	129	GROVE STREET	INSTALL REPLACEMENT WINDOWS	R	29	8200	11000	135
21-295	LONE TREE HOMES, LLC	15	MAPLE STREET	INSTALL 3/8" PLYWOOD OVER OLD, INS	R	30	6400	10000	125
21-297	LITTLE BAY DEVELOPMENT, L	8 10 12	LITTLE BAY DRIVE	CONST. A 3 UNIT TOWNHOUSE STRUCT	R	8	9	1402500	14050
21-299	CONROY	1	HANCOCK STREET	INT. ALTERATIONS CREATING TWO BA	R	26	28A0	60000	625

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 62

Total Construction Value: \$6,558,546.00

Total Fees Collected: \$66,424.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	1	Change of Use	0
Commercial Renovations	6	Commercial	0
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	6	Industrial	0
Industrial	0	Renovations	2
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	0
Single Family Dwelling	3	Single Family Dwellings	2
Renovations Dwelling Unit	50	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	0		
Accessory Dwelling Unit	0		
		Total	4

NAME	STREET NAME		Total Units	Units Built**	Units Left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**
Mixed Use														
Chinburg	1 Washington	A	36	36	0	6/11/2020	5/26/2020	Site	P17-46A	23	14	6/11/2025	H	1.1
Pointe Place Phase V	Northfield Drive	A	84	16	68	10/13/2020	7/28/2020	Site	P20-32	K	19	10/13/2025	G	2.5
Eakhourv	12 Preble Street	A	12	0	12		7/28/2020	Site	P19-11A	4	76		H	0.4
Soujour	66 Third Street	A	10	0	10	7/2/2020	1/29/2020	Site	P19-61	31	7	7/2/2025	H	0.3
Salty Sea	52 Old Rochester Rd	A	15	0	15	1/9/2018	12/12/2017	Site	P17-74	40	25	1/9/2023	H	0.5
Little Bay Marina	421 Dover Point Road	A	25	6	19	7/31/2020	2/25/2020	Site	P19-05	8	9,10,11	7/31/2025	G	0.8
Total: Mixed Use			182	58	124									5.5
Multi-Family:														
The Station	Grove St	A	87	0	87	3/23/2021	12/15/2020	Site	P20-56	31	4	3/23/2026	H	2.6
Cottages at Back River	54 Back River Road	A	54	0	54		3/9/2021	Site	P20-60	I	6		G	2.6
Pointe Place Phase V	Northfield Drive	C	30	16	14	10/13/2020	7/28/2020	Site	P20-32	K	19	10/13/2025	G	0.9
Marker 44	87 Portland Ave	A	32	0	32	6/11/2019	11/13/2018	Site	P-18034	24	114	6/11/2024	H	11.2
Total: Multi-family			203	16	187									17.3
Subdivisions:														
Schwartz	26 Bellamy Road	H	5	0	5		6/25/2021		P21-25	H	14D		G	1.8
Khavari	Leather's Lane	H	40	0	40	4/27/2021	12/15/2020	Site	P20-71	I	4-A	4/27/2026	G	14.0
Georgakilas/Middle Road	Hayden Drive	H	13	3	10	12/15/2020	10/27/2020	12/15/2020	P20-51	M	102-12	12/15/2025	G	4.6
Lawrence & Cheryl Mulcahy	71 Glenwood Road	H	7	0	7	4/27/2021	1/26/2021		P20-18	D	20	4/27/2026	H	2.5
Robert Baldwin	144 Mast Road	H	4	4	0	7/28/2020	6/23/2020	10/27/2020	P20-35	I	30	7/28/2025	G	1.4
Porch Light Drive	Cataract Ave	H	10	0	10	12/18/2020	2/25/2020	12/22/2020	P19-80	14	10-G	12/22/2025	W	3.5
RV Paolini Construction, LLC	Cottage Park Drive	M	5	2	3	6/18/2019	12/11/2018	Site	P18-45	M	6	6/18/2024	G	1.8
Singh	County Farm Cross Road	H	4	3	1	3/14/2018	10/24/2017	3/15/2018	P17-58	B	6G	3/14/2023	H	1.4
Quantum	Littleworth Road	H	6	0	6	8/2/2017	6/13/2017	8/3/2017	P17-34	H	29A	8/2/2022	W	2.1
Whitney Scott	Topaz Drive	H	9	9	0	1/9/2018	6/13/2017	3/6/2018	P17-18	G	9	1/9/2023	W	3.2
Ayer	Eagan Drive	H	17	7	10	11/17/2017	4/11/2017	1/10/2018	P16-25	N	18	11/17/2022	G	6.0
Arch St	Fresian Drive	H	11	0	11	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	3.9
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.5
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	4	5	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	H	3.2
Picnic Rock	Back River Rd	H	21	20	1	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.4
StoneCroft	Carriage Hill Ln	H	11	10	1	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	3.9
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	30	2	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.2
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.4
Total: Subdivisions			218	103	115									76.3
Elderly:														
Arbor Woods	Cielo Dr	H	72	64	8	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			72	64	8									
TOTAL APPROVED UNITS			675	241	434									

2. Product & Process Outcomes

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

At approximately 1:00 am on June 25th, 2021, the Fire Department was summoned to 26 Hill Street for a structure fire in an occupied, multi-unit apartment building. On arrival, first arriving crews were met with heavy smoke and fire from the second and third story windows. Occupants were sleeping at the time. With the assistance of both police and fire crews, the occupants of the neighboring apartments were led to safety. A third alarm was ultimately called for the fire due to simultaneous calls within the City, an active building fire in Northwood that tied up some of Dover's mutual aid resources and the additional fire crews required for fire suppression and overhaul on Hill Street. All occupants of the 3-unit apartment building were displaced as a result of the fire. The Fire Marshal's office was contacted to assist with the fire investigation. The investigation is still ongoing.



On June 2nd, Dover Fire & Rescue held its monthly fire officers' meeting. This meeting includes all chief officers and company officers. The officers' meeting serves as an important communications venue to discuss administrative and operational matters. Monthly meetings include addenda items such as discussing probationary employee performance, captains' report of shift projects, initiatives, company-level training, and company officer reports on specific stations, and fire districts. For example new construction, building/facility access, city projects such as the Main Street & Washington Street water projects, current events such as water restrictions, and community gatherings/events are also discussed. Administration provides updates on organizational projects such as the new CAD system, upcoming training and educational opportunities, policy updates, safety committee report. Officers' meetings allow open discussion for company officers and administration to discuss current and anticipated challenges within the community in such a way that a team approach is used for problem solving and developing methods of improving service delivery.

During the June officers' meeting, Forest Ranger Michael Matson from the NH Division of Forests & Lands provided training and a review of the Tolend Road brush fire from the previous month. Dover Fire & Rescue and Ranger Matson utilized this opportunity to analyze the incident operations, strategies, and tactics. This type of incident is a low-frequency event which provided a unique learning opportunity for interagency coordination among local and state government agencies.

On June 9th, Division Chief Chabot, Division Chief Irwin, and Deputy Chief McShane met with Special Agent Andy Cox from the U.S. Bureau of Alcohol, Tobacco, Fire Arms, and Explosives (ATF). The

meeting was held to review the research results of the study that Special Agent Cox conducted at the ATF Fire Research Laboratory with Division Chief Chabot and Deputy Chief McShane in March. Participating in Cox's research of air *flow paths*, the effects ventilation has on *flow paths* and the subsequent impacts on fire behavior and fire investigation is an exceptionally unique opportunity for Dover Fire & Rescue personnel.

Assistant Chief Spainhower continues to prepare Dover Fire & Rescue to operationalize the City's new CAD System: CSI. There is a lot of data and information sharing that needs to be coordinated between Dover Fire & Rescue, Dover IT, and CSI so Dover specific CAD programs can be written.

Dover Fire & Rescue
The View Through the Windshield 15-2021

Where am I in the City?? [CLICK HERE](#)

Documented Shift Training Hours Remember to document all training hours conducted individually or by shift. March training hours Highest shift hours—\$3.5 Lowest shift hours—\$8 <i>Reminder</i>—Monthly forms are stored in each shift's Training Log folder on the T Drive	Recent Certificates of Occupancy 82 Cielo Drive—attached single family w/attach two car garage with unfinished basement and attic 209 Gulf Road—Single family w/attach two car garage with unfinished basement and attic 2 Lancaster Street—Single family w/attach one car garage with unfinished basement and attic 25 Topaz Drive—Single family w/attach two car garage with unfinished basement and attic
Ladder 3 Update Ladder 3 is Back from North Attleboro. In service mid-week, ok now for training use. We are Keeping an eye on Week of 3/14- 4/3 Former Sixth Street resident—2 calls 250 Mast Road— 4 calls—different apt #'s Holiday Drive—11 calls—different apt #'s 576 Central—moved to Union Ct—0 calls	March EMS Call and Destinations Total Calls—366 WDH—198 PRH—8 Dover ER—38 Non Transports—119 Exeter Hospital—1 Fribbie Memorial Hospital—1 Mass General Hospital—1 Equipment Info Updates • ZOLL V Vent on Ambulance 1 & 3 • GO 21-6—Covid-19 Revisions and Changes • Engineer posting—Filing deadline 5/4 at 1600—5/10 written exam, Assessment Center 5/11th and 12th (if needed) • B-shift Bandaw Impalement Prop is at the NE

Remember

Downtown water project is going on. Please check the iPads each night to see what hydrants are out of service downtown

Assistant Chief Spainhower produces a monthly newsletter, pictured left, used to enhance intradepartmental communications. The newsletter titled *The View through the Windshield* is tailored to current events which change monthly. In the example provided below, the section Documented Shift Training Hours is a reminder for personnel and company officers to submit documentation for all training. Improving training documentation is an initiative administration is undertaking to improve training data accuracy. New construction and issuance of certificates of occupancy are communicated to keep personnel informed of new residential and commercial buildings. Information on current operational considerations, EMS trends, community information is also included on the newsletter.

On June 30th, 2021, Division Chief Chabot met with Senior Field Representative Julia Chase from Homeland Security and Emergency Management to discuss procedure review and implementation of the host community reception center set up for radiological incidents. The City of Dover continues its

long time collaboration with surrounding communities, state, and federal agencies to maintain a high level of training and proficiency in response to emergencies involving a radiological release.

The meeting on June 30th was a precursor to several upcoming tabletop exercises and training sessions to assure consistency throughout agencies and communities that would be affected by radioactive contamination.

Water Production:

For the month of June, the City's water system battled with high temps that brought up the monthly water usage to average 2.5 million gallons per day. The new Willand Pond wells, the Smith and Cummings wells, Bouchard well and Calderwood well are all on line while Hughes well is on standby mode. Ireland and DPH-1 wells continue to be off line due to PFAS levels. Campbell Well came on line mid-June which helped since the demand for water was high. Campbell well is running

efficiently and producing around 400 gallons per minute. Crews in this division were able to close 67 work orders for the month.

Water Distribution:

The Utilities division worked ahead of the sidewalk replacement contractor to make sure no water shut off would be in conflict with the sidewalk work, and moved scheduled water shut offs if necessary. They completed 43 work orders and responded to 17 service requests. Meter crews replaced 82 meters and is steadily replacing the old Trace and Orion meters with the Galaxy meters.

Sewer Pump Stations and Collection

Pump station crews continued to work with the new upgrades to the Varney brook pump station which came off bypass and is running on the newly installed pumps. The crews are continuing to do the regular maintenance on the sewer pumps at the 23 lift stations. 1 sewer backup occurred for June. Crews kept busy with 73 work orders and 7 service requests.

During the month of June, the Highway Division continued to fill potholes throughout the City. Street sweeping has completed. Crews will return to re-sweep any trouble spots as needed.

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

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

Two jersey barriers were placed behind the former Staples (in Somersworth) building. This was done to stop trespassing onto City property.

Crews undertook a drainage remediation in front of 137 Fourth Street. This work was done to insure the stability of the box culvert and the residential property. The sidewalk in front of the property was repaved as part of the work completed.

The drainage grates and curbing were adjusted on Washington Street in preparation of a new pedestrian crossing.

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

The Dover Public Library hosted 38 programs in June which were attended by 767 community members. These programs included passive, virtual and in-person as the Library strives to reach out to the community in various ways. These included: 8 D & D sessions with 31 attendees; 3 Story times with 68 attendees; 2 Knitting Group 21; 5 Book Groups 35; and 2 Grab and Go Craft Kits with

190 distributed, 2 STEM Kits with 135 distributed; 22 book a Librarian appointments, 1 Hydraulic Elevator STEM day with 31 attendees; 1 I chose Life: a Trans Woman's Journey with 31 attendees; 1 Trace Your French-Canadian Family Heritage with 46 attendees; and 266 views on our YouTube channel.

The Dover Public Library is hosting a community read this summer. Staff are encouraging the Dover community to read (or re-read) the beloved children's classic *Charlotte's Web* by E.B. White. Free copies of the books are available at the Library and in various downtown locations. Community members have already been caught reading *Charlotte's Web*.



Stem Event

Planning and Community Development staff met with several developers regarding conceptual reviews. Projects included some residential only, mixed use and some industrial. There is active interest throughout the City and with project costs trending stable or down, interest in development is on the rise.

In early 2020, the City Council approved a purchase of online permit program for land use and building processed permits. The program is a significant investment for the City and staff is working to ensure that it is an investment that is easily used by stakeholders (internal and external) to ensure buy in by the end users. In June, Planning staff continued to work with IT staff and the vendor to review requirements for site plan applications and workflow. Staff looked at ways to minimize workflow for the customer and how we can streamline application questions. The intended roll out of the online software is in the winter of 2022.

For the July 1, fiscal year turnover, Planning and Community Development staff updated land use applications to ensure that any fee changes adopted as part of the FY22 budget were reflected. Furthermore, changes to the applications to streamline them were incorporated. Applications are available online and in the office.

Planning and Community Development staff continues to work with Media Services and the City Manager's office on developing improved signage in City Hall. These signs will enhance directory needs and flow in City Hall. Included would be ADA enhancements to signs and internal wayfinding. An RFP was released by Media Services and Planning and responses were due early in June. Staff met to select a preferred vendor.

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

Community Development Planner Carpenter submitted the FY20 Action Plan Substantial Amendment to HUD for final review.

Community Development Planner Carpenter submitted the FY22 Action Plan to HUD for final review.

Planning and Community Development staff met with members of the Arts Commission to discuss the state of Arts in Dover, and how the department can support the Arts Commission with the new Resilience Coordinator.

The Assistant City Manager met with staff from various departments to discuss potential ways to encourage food trucks in Dover, reviewing regulations and concerns raised in the past. Similar to outdoor seating increases, food trucks have seen an increase in use nationwide during COVID-19.

City Planner Bird met with the Conservation Commission on June 14th to review three new Conditional Use Permit applications, one for Zeland Schwartz on Bellamy Road, one for Dover Point Village on Dover Point Road and one for Macs Convenience Stores on Dover Point Road.

The Assistant City Manager staffed the Energy Commission meeting on June 16 and reviewed the progress the Electric Vehicle sub-committee, Community Power and the Resilience Coordinator.

City Planner Benton sent out applications to anyone who expressed interest in the newly formed ad-hoc Graffiti Management Committee. Once more applications are reviewed and appointed by the Appointments Committee, the GMC may start meeting as early as September.

City Planner Benton staffed the Community Trail Advisory Committee meeting on Tuesday June 1st and the CTAC held a Knotweed clean-up day on June 13th near the Fisher Street trailhead.

In the Recreation Department, a modified playground summer program at Horne Street is full and began on Monday, June 28th. The program will continue for 7 weeks, and includes activities at the playgrounds, transportation to the Jenny Thompson Pool and weekly field trips. Interval Strength with Lisa continued on Tuesdays and Thursdays. Open gym hours have gotten busier with added indoor time for pickleball when it rains. Outdoor pickleball courts remain very busy – time limits have been implemented to help with court turnover during the most popular times.

This month the signup requirement dropped at both pool facilities and staff implemented new operational procedures similar to pre-pandemic operations. The Indoor Pool brought back therapy swim and allowed room for community partners to return. Lap swimmers in particular have enjoyed the loosening of restrictions and have not been overcrowded at either facility at any points during the day that are now into full summer operations. SSA has hosted two large swim meets this month at the Jenny Thompson Pool. Staff have maxed out swim team rentals outdoors for the season and all teams have begun practices. Rec swim has been moved outdoors and the Indoor Pool closes midweek at 1pm and remains closed on weekends. The Indoor Pool will be open weekends when the outdoor pool is closed for swim meets as staffing allows. There has been a short staffing situation particularly on weekends. Water exercise classes have gone down to two days per week on Mondays and Fridays without capacity restrictions with Mondays being self-guided and Fridays there is an instructor. This eliminated the supervisory team to need to staff it. Regular classes three days per week will resume in the fall. Summer group lesson program kicked off this month. There are 7 new swim instructors that were trained in house this month.

Registration were held online and all of the lower level classes sold out. Staff was able to create an additional lower level class to clear some of the swimmers off the waitlist. The private lesson waitlist is full for the summer and management are going to try to move as many families through as staffing and pool space allows.

June at the Dover Arena is very quiet, as no ice is in for the whole month. Staff have been busy, however, with regular maintenance of the facility; cleaning, painting, etc. Camp Kool started the last week of June and every week is full. Summer programs have all filled up and will begin the second week of July. The Holt Arena ice went back in the last week of June. The month of July at the Arena means summer hockey and skating programs. The first skating day of the season is July 5 and programs start shortly after that date. We welcome back COED League, Youth Intro, Adult Intro, Learn to Skate and Chix with Stix. Several hockey camps will also be at the arena; some are weeklong camps throughout July and August. Rock Night will make its return on Saturday July 10.

15 seniors from the Senior Center went to see the play Pippin on June 20th at Seacoast Rep Theater and 15 members enjoyed a luscious dinner on June 29 at Pickity Place in Mason, NH. A memorial service/celebration of life was held on June 27th at the center.

The Skatepark site evaluation and current conditions study is complete. The outcomes of those studies were sent to the designer for revisions of the concept plan and eventual construction. The next steps will be to approve the proposed plan and budget so that the full set of construction documents can be completed and then move onto site preparations.

Amanda Howard Park: The play features have been delivered and are in storage while waiting for the site work to be done once a contractor is chosen. Site survey work has been done and the new grading plan was developed. The bids for site work went out and will be back in early July so crews can get the site ready for installation of the new equipment.

Relative to the Police Department, Dover Youth to Youth continues to provide support to youth advocacy programs in Rockingham and Strafford counties under an agreement with the Greater Seacoast United Way. The Granite Youth Alliance program is operating at a reduced level this school year as some schools are in person and some are virtual and all of the youth programs are restricted in some way as to what they can do. A decision was made to hold the annual Granite Youth Alliance Film Festival this year virtually. The event was held on Dover's Zoom platform on Monday June 7th. Over 130 people viewed the event remotely. The event was also recorded and the video of the Film Festival is now online and available for families and others to view.

The Dover Teen Center continued its academic focus, during which staff is available to assist with any remote learning needs. In addition to seeing more youth participants regularly through the reservation system, continued outreach efforts have been made to stay connected to youth participants through virtual events/offerings such as our TC Zoom Pod Chats, by Teen Center

interns, once per week, after TC hours on any given evening of the week. These Zoom Pods have yielded anywhere between 3 and 11 youth participants at a time.

During the month of June 2021, the Dover Teen Center had a total attendance of 176 participants over 20 days (reduced numbers during summer).

Some program highlights for the month of June 2021, in addition to the ongoing academic and social-emotional support within the “TC Afternoon Study Club” format (that made-up the first half of June), included, but were not limited to the following:

TC Special Programming

Throughout each week feature snack/lunch specials; Mac n’ Cheese Day, Pasta-Fest Day, Taco Day and Pancake Day! Beyond the food specials, staff were able to offer multiple art, music and other enrichment activities as well. June was an exciting month as staff welcomed partners at The Voice Library for a 2nd outdoor “Fireside Chat” session. This was held at the Rotary Arts Pavilion, where physical distancing allowed the center to host (14) of TC youth participants!

Outdoor Programming

June brought some sunny days, and staff have taken full advantage of them. Whether through TC Alley Basketball, McConnell front lawn activities or walks about the downtown area, staff have welcomed the nice weather with open arms.

TC Facebook Page & Sign-Up Genius Portal

The center continues to maintain its TC Facebook bulletin page and Sign-Up Genius scheduling portal with resources, program/schedule announcements, inspirational messaging, best practices for keeping mental health optimal during this physical distancing period. Staff also share photos of TC youth participants to continue to promote all that they are providing at the TC.

TC Youth & Family Outreach

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

Teen Center Intern Staff Update

The center now has (5) summer interns and a few volunteers (former TC interns that are still in the area) helping from time to time.

TC Summer Zone 2021

The TC Summer Zone is in full swing and the first couple of weeks were a great success with trips, programs and excursions. These included, but were not limited to:

Old Orchard Beach

White Lake State Park BBQ & Swim

Ice Cream Sundae Socials

Portland Sea Dog Baseball Game

NH Fisher Cats Baseball Game

Mini-Golf and Go-Karts

and...some “Chill-Zone Drop-in Days when we weren’t out and about!

The TC received (6) registrations in June 2021.

The youth community service program tracked one participants in the month June 2021. A total of 4 hours of community service work was completed with none of the participants finishing their assigned community service hours.

The Diversion Committee met on June 2, 2021. There are two cases in active Diversion contracts, one new case heard, and one new case pending for intake meeting.

During the month of June, Officer Dunne assisted DMS staff with both a variety of calls for service.

At the end of the school day on June 8, 2021, Officer Dunne met a student at the front of the school who reported his bicycle was stolen from the bicycle rack during the school day. Officer Dunne was able to gain information from SRO Glowacki, that a DHS student with a history of theft was a possible suspect. Patrol officers assisted Officer Dunne by going to that student’s house and located the stolen bicycle. It was returned to the owner several days later. On June 17, 2021, a student reported his bicycle had been stolen during the school day. Officer Dunne was able to determine that the same DHS student responsible for the previous theft had walked out of school. Patrol assisted Officer Dunne and located the bicycle at the residence and the bike was returned to the owner.

On June 1, 2021, Officer Dunne spoke to a student who has been seen not wearing his bicycle helmet while riding. She explained the NH state laws, as well as safety considerations pertaining to helmets.

Officer Dunne was called the front office on June 3, 2021, regarding a custody issue. Officer Dunne assisted the front office staff with contacting a guardian who was able to clear up the issue.

On June 7, 2021, two 7th grade students self-reported that they wanted to fight each other. Officer Dunne spoke to the students about better options to handling their differences. No fight resulted.

During the afternoon of June 8, 2021, the Dean’s office requested assistance removing a student from a classroom who was being disruptive. Officer Dunne entered the classroom and requested the student leave, at which point she did. Officer Dunne escorted the student to the Dean’s office where she received school sanctions.

On June 10, 2021, Officer Dunne spoke to a 6th grade student regarding recent thefts he perpetrated against classmates. Officer Dunne and the student have a good rapport, and they were able to talk about some of the reasons behind his stealing and the consequences. The student expressed remorse and said he would try harder.

At the end of school day on June 16, 2021, Officer Dunne was called to the Dean’s office to take custody of a pocket knife a student brought into school. Officer Dunne held the knife until the student’s mother arrived shortly and returned the item. The student received sanctions within school.

On June 17, 2021, Officer Dunne received a telephone call from a parent regarding photographs of her son that were “airdropped” to other students on the bus. Officer Dunne spoke to a student who received the photographs who reported it was the subject’s brother who had sent the photographs. The parent was contacted and informed.

During the morning hours on June 17, 2021, the Dean’s office informed Officer Dunne that a student had left school without permission and they were unable to contact a parent. To ensure the student arrived home safely, she requested a patrol unit the address. The student had indeed made it home safely.

On June 16, 2021, Officer Dunne learned that a homeless family had been evicted from their temporary residence in Wells, ME and were no longer attending virtual lessons. Officer Dunne contacted numerous police departments in the area including Sanford, ME where they have ties. Although an extended family member was located in Sanford, after repeated attempts by Sanford PD, no contact has been made.

On June 7, 2021 Officer Dunne was called to a hallway for an unattended backpack. It was determined the bag was dropped by a student who had spilled water in the hallway and went to the bathroom for paper towels to clean the mess.

As students were boarding buses on June 4, 2021, Officer Dunne was called to bus D5 for a report of a student threatening another student with a pair of scissors. As Officer Dunne arrived, a guidance counselor was escorting the student off the bus, and handed Officer Dunne a large pair of scissors. It was determined that the student did not actively threaten anyone on the bus, rather she reported to another person that she wanted to harm a student on the bus with the scissors. The student received sanctions within the school and was removed from the bus for the remainder of the school year.

Much to the surprise of many students in the drop off loop, a snapping turtle was laying eggs on the edge of the parking recess field and parking lot on June 9, 2021. Officer Dunne ensured that the turtle had ample space and time to finish her task and return to the nearby river.

On June 10, 2021 Officer Dunne participated in an OASIS field trip, driving 13 students to Wagon Hill Farm in Durham. The students and the joining staff enjoyed a wonderful day at the river’s edge playing with sea critters and walking the trails. It was a great opportunity for Officer Dunne to interact with the students in a more laid back setting and share in the experience of seeing crabs, horseshoe crabs and hermit crabs.

At the request of guidance, Officer Dunne attended a Zoom meeting with a 5th grade student who was not attending school regularly. Officer Dunne spoke to the student about the importance of attending school. Officer Dunne then provided some suggestions to the student’s mother who was struggling with her son’s defiance about attending school.

Eighth grade students had a “rolling graduation” on the night of June 17, 2021. Officer Dunne and Officer Martuscello assisted with traffic needs and ensured the event went smoothly from that standpoint. All students were able to receive their certificate of completion.

On June 3, 2021 Officer Dunne participated in the Girls on the Run 5k for her Heart and Sole team. Due to COVID restrictions, the race was held in Dover and run as a team, instead of the larger statewide race held in Concord, NH. The team finished the run with encouragement from Sgt. Mitrushi who met us at the halfway point and cheered everyone on, as well as a teacher from school. Officer Dunne was able to set up a water stop along the way with the help of Chief Breault.

She also borrowed sidewalk chalk from a teacher and wrote encouraging statements along the route prior to the start of the race.

Officer Dunne joined Officer Cooper at Dover Housing Authority on June 26, 2021 for a cornhole competition. Although putting up a valiant effort Officer Dunne and Officer Cooper lost to a pair of teenage cornhole professionals.

As an additional duty, Officer Dunne is tasked with contacting individuals in the community who recently overdosed in order to follow up on their wellbeing and refer them to addition services. She contacted four individuals in June.

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

On June 15, 2021, Officer Glowacki investigated a fight that occurred in a DHS parking lot. The students were identified and ultimately warned for Disorderly Conduct.

On June 16, 2021, Officer Glowacki learned that two juveniles were on the DHS premises who were not enrolled at the school. The students were located, warned for Criminal Trespass, and issued Trespass Notification, banning them from all Dover School District property.

On June 2, 2021, Officer Glowacki facilitated a welfare check on a student who was habitually truant. A patrol officer contacted the student and Officer Glowacki relayed the result to DHS administration.

On June 3, 2021, Officer Glowacki assisted with a welfare check on a student who lives in Barrington. Officer Glowacki coordinated with Barrington PD to ensure that the check was completed.

On June 2, 2021, Officer Glowacki was informed of a potential issue with the parent of a student, and an ongoing custody issue. Officer Glowacki worked with DHS administration to ensure the safety of the student and the rest of the school. On June 11, 2021, another potential issue arose regarding the same parent. Officer Glowacki coordinated with patrol officers, as well as DHS administration to ensure that dismissal went smoothly and safely.

On June 14, 2021, Officer Glowacki was informed that someone was pushing the emergency call buttons in the stairwells. He responded to the area and identified the student responsible. The student was disciplined by the school.

On June 16, 2021, Officer Glowacki responded to a motor vehicle accident on campus. He investigated the accident and completed an accident report.

On June 17, 2021, Officer Glowacki was notified of found property which was thought to be drug related. The item was determined to not contain any illicit substances and submitted for destruction.

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

- Officer Glowacki's presence was requested in front of the school to assist with the arrival of students. He assisted with holding the students until 0720 hours, when they were allowed to

enter the building, and reminding them to adhere to DHS COVID-19 related distancing guidelines.

- Officer Glowacki assisted in monitoring lunch periods. His presence eliminated disturbances, and he also assisted with student adherence to COVID-19 guidelines.
- Officer Glowacki monitored the hallways throughout each day, and conducted frequent checks of the bathrooms, as vaping and other issues often occur there. Officer Glowacki observed behavior on three occasions which led to school discipline.
- Each afternoon, Officer Glowacki directed traffic at the intersection of Alumni Drive and Bellamy Road in order to ensure that the school buses were underway in a timely fashion, and to alleviate heavy school-related vehicle traffic on Alumni Drive.
- Officer Glowacki assisted DHS administration by reviewing video surveillance for various non-criminal matters that led to school discipline for students.
- Officer Glowacki worked with DHS to plan and carry out operations for the Dover High School graduation ceremony.

In June, there was one arrest related to Dover Housing Authority. DHA Liaison Officer Cooper arrested a male subject barred from being on DHA property and charged him for Criminal Trespass.

On June 2nd, Officer Cooper attended the monthly (virtual) Dover Mental Health Alliance (DMHA) Meeting. During the meeting, Officer Cooper offered the Dover Police Department as a meeting place once the meetings start back up in September.

On June 3rd, Officer Cooper attended an interview at the Child Advocacy Center regarding a criminal threatening case involving a child. Officer Cooper completed the investigation which has been forwarded to the Strafford County Attorney's Office for review for charges.

On June 19th, Officer Cooper attended a COVID vaccination event at the Seymour Osmon Community Center. The event was to provide easy access to the vaccination for those who didn't have transportation to get it elsewhere.

Officer Cooper began to visit the elderly sites to include stopping by for a BBQ at St. John's Apartments.

Officer Cooper also attended a graduation event at Horne Street Elementary.

3. Leadership & Governance Outcomes

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

In June, Media Services provided live coverage of several special events. These included the annual awards gala hosted by the Greater Dover Chamber of Commerce. The event was held at the Regatta in Eliot, Maine. Media Services prepared the site in advance, and was able to broadcast and live stream the event online. Perry Plummer, the State of New Hampshire's recently retired director of Homeland Security, received the Chamber's Legacy Award. Plummer previously served as Dover's fire chief.

Also in June, Media Services provided live coverage of Dover High School's annual Awards Night, and on June 16, Dover High School's graduation, held at Dunaway Field for the first time in many years. Both events required significant coordination with school staff, third-party vendors, and in-house production staff.

Media Services also recorded messages of congratulations for graduates at Dover Adult Learning Center.

Also in June, Media Services wrapped production on a PSA to bolster kindergarten enrollment. The PSA features kindergarten students talking about their kindergarten experience. In addition, Media Services recorded Middle School band and choral concerts to be edited for the families of students. Due to the pandemic, the concerts were not held in person this year.

In June, Media Services sent out 48 email newsletters, including the weekly editions of Dover Download, special alerts, and project updates for the Washington and Main streets water main replacement. These newsletters are designed to help communicate a wide variety of information to the public, of general interest and for specific projects and topics, and to instill the city's commitment to community stewardship.

Media Services continues to coordinate and produce the lecture series hosted by the Dover 400th Committee. The fifth in the monthly series was held in June. The lecture, "Dover's Railroads," looked at the history of rail transportation in Dover. More than 250 people attended the virtual lecture. Following the live presentation, Media Services prepared the video for online distribution across other media.

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

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

Media Services distributed 70 press releases and numerous updates to the website and social media in June.

On June 10, Dover Fire visited Dover Middle School to assist with their annual 8th Grade Science class egg drop. Students creatively fashion protective creations designed to drop an egg from approximately 50' in the air, onto the tarmac below – without breaking the egg. Having missed last year's egg drop due to COVID-19 closure of schools, it was good to be back helping out the DMS 8th graders again!

With the relaxing of COVID restrictions, Dover Fire & Rescue has re-opened doors to precept & provide mentoring to students from regional education centers. The department currently has two paramedic students, from the New England Emergency Medical Services Institute (NEEMSI). Dover Fire & Rescue's reputation has resulted in it being a highly sought after location for students to conduct their pre-hospital clinical rotations. Students from Maine, New Hampshire, Vermont, and Massachusetts choose to have lengthy commutes to be able to conduct their pre-hospital clinical rotations with Dover Fire & Rescue. Dover Fire & Rescue personnel have received preceptor training to assure they are providing the best experience possible for the NEEMSI students while assuring both the students and Dover Fire & Rescue personnel meet NEEMSI's clinical expectations and requirements. Dover Fire & Rescue personnel who are assigned as preceptors for NEEMSI students will spend 240 hours teaching and mentoring them during their clinical rotation. Each student is also responsible for completing an additional 700 hours of in-hospital clinical rotations. These are the same clinical requirements Dover Fire & Rescue personnel must complete when attending the NEEMSI paramedic program.

Through the statewide collaborative NHAIS system, Dover Public Library's Interlibrary Loan Dept. sent 100 volumes to other libraries and borrowed 121 from other libraries for Dover's patrons.

The Dover Public Library has 4,836 subscribers to its two monthly e-newsletters—Children's and Adults.

Library staff posted 224 items to its various social media platforms in June. Total social media platform followers is 12,759.

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

Library staff attended: SHAREit Training: ILL Statistics and Reports and Introduction to Cataloging.

City Planner Benton met with fellow public sector and private sector leaders in NH about establishing a "Housing Week" in October to coincide with National Planning Month on June 16.

Community Development Planner Carpenter held monitoring sessions with CDBG subrecipients.

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

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

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

City Planner Bird participated in an online meeting on June 23rd for the Building Coastal Resilience by Building Equity in Dover project, which will engage in climate change conversations with historically underserved communities.

The Assistant City Manager and Parking Manager met with businesses along Pointe Place to discuss concerns about parking and to better understand the development of the mixed use neighborhood at Pointe Place.

The Assistant City Manager, Community Services Director and Councilor Shanahan met with representatives of AbleNH to walk through downtown Dover, on June 4th. The walk focused on accessibility of Dover's sidewalks, crosswalks and streetscape. Discussion focused on shifting the materials used and the process to install those materials to ensure that all members of the community can access the businesses and services in downtown Dover.

The Department of Planning and Community Development continued to update its blog, Facebook page and Twitter feed to communicate with the public. The Department of Planning and Community Development has 598 Facebook (City of Dover NH Planning) friends and 902 followers on Twitter @DoverNHPlanning).

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail (with 2,645 likes and 2,849 followers).

The Department of Planning and Community Development sent 52 new homeowner letters to residents. These letters include information about the zoning of the lot, and how to be involved in the community.

The Assistant City Manager and Community Development Planner reviewed documents and prepared for the City's monitoring by the Department of Housing and Urban Development. This monitoring occurs as part of the City's Entitlement Community status in receiving the Block Grant allocation.

Planning and Community Development staff continued work on the Community Facilities & Utilities Chapter of the Master Plan, with Community Services staff and the project consultant, Resilience Planning & Design. City Planner Bird reviewed drafts of the water, sewer and storm water sections and provided information on utility pole issues to the consultant.

On June 3-4th members of Dover Youth to Youth provided 3 separate presentations to groups of 5th graders at Dover Middle School on the consequences of nicotine and alcohol products and the failure to warn users of these risks in their advertising by the companies that sell these products. The presentations were conducted outside in a large tent and presenters and the students in the audience wore masks. A total of almost 300 students saw the presentations, including a few virtual students that had the presentation streamed to them at home.

On June 7th four students from Dover Youth to Youth conducted at 4-hour Adviser Training Program for staff from the Orange County, NC Prevention Partnership and staff from Warrick County, Indiana Coalition. Their Coalitions are both planning to implement a Youth to Youth program in the fall. On June 29th Dover Youth to Youth also conducted a webinar training program for youth participating in a program run by the Virginia State Police called the *Youth of Virginia Speak Out*. These students are advocates for traffic safety issues. The Dover students provided instruction on concepts of advocacy and specific instruction on the techniques for effective presenting and public speaking. Approximately 150 Virginia youth registered for the training.



Students from Dover Y2Y shown above in their broadcast studio, about to present a training webinar to 150 youth participating in a traffic safety program run by the Virginia State Police called the Youth of Virginia Speak Out.



A team of 3 Youth to Youth students completed the *Truth About Nicotine* lesson for a 4th grade classroom at Garrison School. The students broadcast their presentation live but virtually from the McConnell Center into the student's STEM classroom.

Members of Dover Youth to Youth shown presenting virtually to a 4th grade classroom of students at Garrison School.

On June 24, 2021, the Police Community Engagement Committee met in person at the Dover Police Department. During the course of the meeting, each member of the committee introduced themselves, the Chief, Captain Terlemezian, and Captain Gould each provided updates regarding activities going on within the department, and the committee discussed agenda items and topics for the committee going forward. This included the introduction of other police department staff at future meetings to discuss the specifics of their positions and any initiatives they are undertaking.

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

[illegible]

BIDS

Department	Bid #	Bid Date	Description
Fire and Rescue	B21092	6/10/2021	Medical Supplies
Community Services	B21093	6/11/2021	Motorcraft & Ford Factory Replacement Parts
Community Services	B21050	6/16/2021	Columbaria at Pine Hill Cemetery
Various	B21082	6/18/2021	Envelopes, Stationery, Business Cards & Memo Pads
Recreation	B21094	6/22/2021	Amanda Howard Park Playground Site Preparation

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

Waterfront/Shoreland Stabilization/Site Preparation Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. City Planner Bird had 4 online meetings during June with staff from Horsley Witten to review the status of state and federal permitting and discuss the concept plans. City Planner Bird held online meetings on June 2nd, 10th and 24th with Cathartes, the Assistant City Manager, consultants and CWDAC Chair to discuss the phase 2 concept plans, utilities (including Unitil and Eversource) and the architecture of the proposed buildings. City Planner Bird had a meeting on June 17th with Community Services staff, Wright-Pierce, Cathartes and their consultant to discuss the River Street pump station upgrade plans. City Planner Bird attended the June 9th City Council meeting to be available to speak to a resolution to approve a change order for the Horsley Witten contract. City Planner Bird worked with Gary Bannon and crew club stakeholders on crew boat building plans for the waterfront. City Planner Bird organized and attended a CWDAC meeting on June 15th to receive a presentation from the Dover Arts Commission on place making on the waterfront and an update on environmental permitting.

Community Trail Phase III of the Community Trail is nearly complete and a ribbon cutting was held on June 3rd near the Central Ave/Rutland Street trailhead. City Planner Benton did a final walk through with NHDOT, Fuss & O'Neill, and SUR on June 9th and listed only a few final punch list items. Reimbursement requests are still being processed but Phase III of the Community Trail should be wrapped up by the beginning of fall.

For phase IV, Planning Staff received the notice to proceed with the engineering study for Phase IV of the trail which would add a trail in Bellamy Park connecting the schools to Route 155 behind some multi-family housing developments. The Council authorized the contract for Fuss and O'Neil to design the trail in this area. Staff reviewed a concept plan in September and is working with NHDOT and the

consultant on different conceptual options. Staff walked one proposed route on September 23, 2020 and virtually met with NHDOT about changing location of trail route to south side of Bellamy River. Staff continues to work with the consultant and NHDOT about revising the scope and location of the proposed trail and seeing which option is worth pursuing based on available budget. Staff walked the trail with NHDOT staff on February 19th and had a meeting with the consultants on revising the change order scope on February 22nd to identify the feasibility of a bridge over the Bellamy River near Bellamy Park. The Consultants are currently revising a change-order proposal for staff's review. The change order will go before the Council in late June. NHDOT hadn't finished their review in June.

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

The Assistant City Manager and City Planner Benton continued to work with staff in other departments as well as the Center Director of the National Center for Earth and Space Science Education, to finalize the City's application to be one of the first five communities in the Country to have a model solar system installed. The solar system would be added to the Community Trail starting at Fisher Street and heading towards Central Avenue.

Conservation Funding This project is tied to the funding received through the Transfer of Development Rights Program. Currently, over \$1,900,000 has been invoiced with over \$1,300,000 received on those invoices.

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

The Division of Emergency Medical Services, in conjunction with City Legal & Finance Departments, is working on a three (3) year Purchasing Agreement for consumable items for the Department's Zoll manufactured equipment, this includes the X-Series Monitor/Defibrillators, Automated External Defibrillators, AutoPulse mechanical CPR devices, and Z-Vent Ventilators. The goal is to get the best prices possible while at the same time streamlining the purchasing process.

Passport application processing fees provide a continuing source of revenue for the library. Staff resumed accepting Passport Applications in mid-May and have accepted 8 in June generating \$280 in revenue.

Work has begun on the design phase of the Library roof replacement project.

The Assistant City Manager began the process of starting the project solicitation for the FY23-28 Capital Improvements Program.

In late June staff was notified that the Dover Police Department was awarded a Comprehensive Addiction and Recovery Act (CARA) Local Drug Crisis Grant totaling \$250,000 over the course of 5 years. This funding allows the Dover Police Department, through the Coalition, to prevent youth opioid and methamphetamine use throughout our community in new and innovative ways. We will continue to address root causes of substance misuse such as Adverse Childhood Experiences (ACEs), parental involvement, availability of substances, and community norms. This funding will also allow us to provide additional supports to high risk populations such as LGBTQ youth and students who report living with someone with a substance use disorder.

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) June 30, 2021

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,177,650	37,590	820,761	69.7	356,889	0	356,889	30.3
Expenditures	964,263	58,406	835,446	86.6	128,817	64,514	64,303	6.7
Debt Service								
Principal	205,000	205,000	205,000	100.0	0	0	0	-
Interest	8,388	8,388	8,388	100.0	0	0	0	-
	0	(234,203)	(228,072)	(217)	228,072	(64,514)	292,586	24

City of Dover

Expenditures of Major Funds

June 30, 2021

(General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 481,609	\$ 15,066	\$ 403,725	84.0%	\$ 77,884	\$ 71,536	\$ 6,348	1.3%
Executive	1,828,923	248,795	1,686,044	92.0	142,879	43,624	99,254	5.4
Finance	2,182,771	153,363	2,038,790	93.0	143,981	21,019	122,962	5.6
Planning	809,229	66,702	745,020	92.0	64,209	17,186	47,023	5.8
Misc General Government	1,006,788	83,641	848,894	84.0	157,894	139,459	18,436	1.8
Police	9,870,581	1,145,306	9,474,515	96.0	396,066	106,242	289,824	2.9
Fire & Rescue	9,957,320	786,303	9,449,362	95.0	507,958	95,033	412,924	4.1
Community Service Public Works	8,574,018	652,088	5,592,405	65.0	2,981,613	987,437	1,994,175	23.3
Recreation	2,526,883	182,363	2,148,732	85.0	378,151	122,942	255,209	10.1
Public Library	1,562,013	107,033	1,353,838	87.0	208,175	21,743	186,432	11.9
Public Welfare	805,767	37,492	357,850	44.0	447,917	2,881	445,035	55.2
Debt Service	6,208,772	2,498,490	6,223,359	100.0	(14,587)	9,320	(23,907)	(0.4)
Other Financing Sources/Uses	3,714,003	136,123	3,714,003	100.0	(0)	-	(0)	(0.0)
School	66,811,056	10,433,296	61,075,091	91.0	5,735,965	6,062,898	(326,933)	(0.5)
Intergovernmental	9,562,961	-	9,562,961	100.0	-	-	-	0.0
Sub-total : 1000 General Fund	\$ 125,902,694	\$ 16,546,060	\$ 114,674,591	91.1%	\$ 11,228,104	\$ 7,701,322	\$ 3,526,782	2.8%
3213 Parking Activity Fund								
Police	\$ 1,306,351	\$ 335,208	\$ 921,236	71.0%	\$ 385,115	\$ 16,171	\$ 368,944	28.2%
Sub-total : 3213 Parking Activity Fund	\$ 1,306,351	\$ 335,208	\$ 921,236	70.5%	\$ 385,115	\$ 16,171	\$ 368,944	28.2%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,827,982	\$ 200,024	\$ 1,554,932	85.0%	\$ 273,050	\$ 171,729	\$ 101,321	5.5%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,827,982	\$ 200,024	\$ 1,554,932	85.1%	\$ 273,050	\$ 171,729	\$ 101,321	5.5%
3381 McConnell Center Fund								
Recreation	\$ 866,434	\$ 390,292	\$ 793,911	92.0%	\$ 72,523	\$ 54,800	\$ 17,723	2.0%
Sub-total : 3381 McConnell Center Fund	\$ 866,434	\$ 390,292	\$ 793,911	91.6%	\$ 72,523	\$ 54,800	\$ 17,723	2.0%
3410 Recreation Special Revenue Fund								
Recreation	\$ 461,920	\$ 9,665	\$ 86,133	19.0%	\$ 375,787	\$ 14,382	\$ 361,405	78.2%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 461,920	\$ 9,665	\$ 86,133	18.6%	\$ 375,787	\$ 14,382	\$ 361,405	78.2%
5300 Water Fund								
Community Service Public Works	\$ 6,115,593	\$ 965,661	\$ 5,167,860	85.0%	\$ 947,733	\$ 299,870	\$ 647,863	10.6%
Sub-total : 5300 Water Fund	\$ 6,115,593	\$ 965,661	\$ 5,167,860	84.5%	\$ 947,733	\$ 299,870	\$ 647,863	10.6%
5320 Sewer Fund								
Community Service Public Works	\$ 8,840,505	\$ 1,361,774	\$ 7,800,398	88.0%	\$ 1,040,106	\$ 279,728	\$ 760,378	8.6%
Sub-total : 5320 Sewer Fund	\$ 8,840,505	\$ 1,361,774	\$ 7,800,398	88.2%	\$ 1,040,106	\$ 279,728	\$ 760,378	8.6%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 1,669,358	\$ 168,521	\$ 1,072,761	64.0%	\$ 596,597	\$ 253,885	\$ 342,712	20.5%
Sub-total : 6100 Dovernet Fund	\$ 1,669,358	\$ 168,521	\$ 1,072,761	64.3%	\$ 596,597	\$ 253,885	\$ 342,712	20.5%
Total : EXPENDITURES	\$ 146,990,836	\$ 19,977,205	\$ 132,071,823	89.9%	\$ 14,919,013	\$ 8,791,885	\$ 6,127,128	4.2%

City of Dover

Revenues of Major Funds June 30, 2021

(General Fund Includes Property Taxes and Education Revenues)

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Uncollected
REVENUES								
1000 General Fund								
Taxes	\$ 94,224,272	8,186,847	96,173,868	102.0%	\$ (1,949,596)	\$ -	\$ (1,949,596)	(2.1)%
Licenses & Permits	6,734,924	694,914	7,102,620	105.0	(367,696)	-	(367,696)	(5.5)
Intergovernmental	2,786,650	93,501	2,786,765	100.0	(115)	-	(115)	(0.0)
Charges for Services	4,385,373	269,667	3,977,005	91.0	408,368	(12,678)	421,047	9.6
Miscellaneous Revenue	359,440	23,111	790,346	220.0	(430,906)	(3,988)	(426,918)	(118.8)
Education	16,803,088	846,535	17,206,727	102.0	(403,639)	-	(403,639)	(2.4)
Operating Transfers In	439,047	35,106	42,668	10.0	396,379	-	396,379	90.3
Other Financing Sources	169,900	18,955	134,745	79.0	35,155	-	35,155	20.7
Sub-total : 1000 General Fund	\$ 125,902,694	10,168,635	128,214,744	102.0%	\$ (2,312,050)	\$ (16,666)	\$ (2,295,383)	-1.8%
3213 Parking Activity Fund								
Licenses & Permits	\$ 210,000	20,325	265,168	126.0%	(55,168)	\$ -	\$ (55,168)	(26.3)%
Parking Income	891,351	75,451	676,715	76.0%	214,636	-	214,636	24.1%
Parking Fines	205,000	16,390	165,205	81.0%	39,795	-	39,795	19.4%
Other Financing Sources	0	-	-	0.0	-	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 1,306,351	112,165	1,107,087	85.0%	\$ 199,264	\$ -	\$ 199,264	15.3%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 12,666	-	-	0.0%	12,666	\$ -	\$ 12,666	100.0%
Charges for Services	1,746,315	166,388	1,686,152	97.0%	60,163	-	60,163	3.4%
Miscellaneous Revenue	0	92	3,275	0.0	(3,275)	-	(3,275)	0.0
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3320 Residential Solid Waste	\$ 1,758,981	166,480	1,689,427	96.0%	\$ 69,554	\$ -	\$ 69,554	4.0%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 734,830	60,575	690,120	94.0%	\$ 44,710	\$ -	\$ 44,710	6.1%
Operating Transfers In	131,604	24,326	131,604	100.0	0	-	0	0.0
Sub-total : 3381 McConnell Center	\$ 866,434	84,900	821,724	95.0%	\$ 44,710	\$ -	\$ 44,710	5.2%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 430,420	21,869	101,271	24.0%	\$ 329,149	\$ -	\$ 329,149	76.5%
Miscellaneous Revenue	11,500	131	5,778	0.5	5,722	-	5,722	49.8
Operating Transfers In	20,000	20,000	20,000	100.0	0	-	0	0.0
Other Financing Sources	-	-	-	0.0	0	-	0	0.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 461,920	42,000	127,049	28.0%	\$ 334,871	\$ -	\$ 334,871	72.5%
5300 Water Fund								
Intergovernmental	\$ 2,500	-	-	0.0%	2,500	\$ -	\$ 2,500	100.0%
Charges for Services	5,799,106	440,552	5,652,722	1.0	146,384	-	146,384	2.5
Miscellaneous Revenue	70,500	21,857	124,374	1.8	(53,874)	-	(53,874)	(76.4)
Other Financing Sources	87,500	-	-	0.0	87,500	-	87,500	100.0
Sub-total : 5300 Water Fund	\$ 5,959,606	462,409	5,777,096	97.0%	\$ 182,510	\$ -	\$ 182,510	3.1%
5320 Sewer Fund								
Intergovernmental	\$ 30,187	16,333	3,540,711	11729.0%	\$ (3,510,524)	\$ -	\$ (3,510,524)	-11629.3%
Charges for Services	8,055,342	638,325	8,082,139	100.0	(26,797)	-	(26,797)	(0.3)
Miscellaneous Revenue	57,000	7,006	103,018	181.0	(46,018)	-	(46,018)	(80.7)
Other Financing Sources	520,992	-	-	0.0	520,992	-	520,992	100.0
Sub-total : 5320 Sewer Fund	\$ 8,663,521	661,664	11,725,868	135.0%	\$ (3,062,347)	\$ -	\$ (3,062,347)	-35.3%
6100 Dovernet Fund								
Charges for Services	\$ 1,054,265	88,106.59	1,054,579	100.0%	\$ (314)	\$ -	\$ (314)	0.0%
Miscellaneous Revenue	25,000	-	25,000	1.0	-	-	-	0.0
Operating Transfers In	84,485	84,485	84,485	100.0	0	-	0	0.0
Other Financing Sources	-	-	-	0.0	0	-	0	0.0
Sub-total : 6100 Dovernet Fund	\$ 1,163,750	172,592	1,164,064	100.0%	\$ (314)	\$ -	\$ (314)	0.0%
Total : REVENUES	\$ 146,083,257	11,870,844	150,627,059	103.0%	\$ (4,543,802)	\$ (16,666)	\$ (4,527,135)	-3.1%

5. Workforce Focused Outcomes

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

Employee Anniversaries – June, 2021

Employee Name	Division	Years of Service
Mayer-Gottlob, Karin M	Library	29
Joyal, J Michael Jr	Executive	28
Collopy, Mark	Police	23
Gould, Brad J	Police	22
Gebers, Daniel W	Police	21
Powers, Patti I	Police	20
Comeau, Craig T	Fire	18
Gingras, Brenda L	Recreation	18
Wentworth, Matthew	Executive	18
Jalbert, Rebecca F	Fire	17
Anderson, Jon E	Fire	16
Carney, Matthew S	Fire	16
Jacques, Brian D	Fire	16
McShane, Michael R	Fire	16
Lynch, Daniel R	Finance	14
Cicchese, Michael	Police	12
Schrempf, Derick W	Fire	11
Adams, Matthew	Fire	8
Dunker, Susan E	Library	7
Benton, Donna P	Planning	6
Murphy, Connie M	Finance	6
Sukduang, Nicole K	Fire	6
Brown, Maxwell	Fire	5
Chase, Ryan S	Fire	5
Pestana, Nicole K	Police	5
Storer, John B	Public Works	4
Roy, Ross J	Public Works	3
Bowker, Karen	FG	2
Ryder, Bradley J	Fire	2
Tobichuk, Michael J	Police	2

JUNE SEPARATIONS: 01

- 1 Police

JUNE NEW HIRES: 06

- 1 Community Services
- 2 Police
- 3 Recreation

In the month of June, the Fire Department held a promotional process for the rank of lieutenant. A written examination was held on June 7th. Subject matter within the written examination includes but not limited to; crew resource management for the fire service, essentials of fire department customer service, Dover Fire & Rescue Lieutenants handbook and mentoring program, and strategic and tactical considerations for the fire ground. A third-party company produces written exams based on study material provided by the Fire Department. A practical examination was held on June 17th. The practical examination is comprised of an oral board interview, an in-basket exercise (administrative duties, public contacts/requests, etc.), and a tactical evolution to assess the candidate's knowledge, skills and abilities to perform as a fire suppression lieutenant.

In the tactical evolution scenario, the candidate is dispatched to a smoke investigation that turns out to be a building fire. Simulated flames and smoke are used to make the scenario more realistic and to drive the candidate's decision-making process based on scene size-up. All candidates are assessed by fire service professionals from agencies other than Dover Fire & Rescue. Outside evaluators are utilized throughout the entire process to assure fair and impartial evaluation of the candidates. Several members of Dover Fire & Rescue assist with role playing, apparatus operators, and logistics.



The City's former facilities and grounds building was used for the practical evolution of the lieutenant promotional examination.



Theater smoke and a simulated fire venting out of the second floor window.



Theater smoke emitting from the building with a simulated fire on the second floor and a trapped victim on the second floor. This building proved to be an excellent location to conduct training and tactical evaluation scenarios.

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

Joe Boucher, Public Works Supervisor, attended the Online Distribution System Fire Flow course sponsored by the New England Water Works Association. This course was held virtually.

Michael Banester, Utilities Foreman, Jordan Chambers, Maintenance Mechanic, and Benjamin Murphy, Truck Driver, attended the Collection System: Operation and Maintenance course sponsored by the North East Water and Wastewater Training Associates. At the end of this three-day course, the attendees took the Collection System Voluntary Certification Exam sponsored by the New England Water Environment Association. The course and exam were held in Franklin, NH.

City Planner Benton attended and presented awards as President of the New Hampshire Planners Association Annual Conference on June 9, 16, and 23rd.

The Assistant City Manager presented at the New Hampshire Planners Association annual conference on June 16th. The topic of the presentation was pros and cons of virtual meetings for land use boards.

The Assistant City Manager presented at the Strafford Regional Planning Commission annual meeting on June 24th. The topic of the presentation was planning capital programs for grant applications and being prepared for funding when it becomes available with shovel ready projects.

On June 24th, the Assistant City Manager attended a webinar titled Small Solutions, Tiny Houses in NH.

On June 14th, Officer Luis Berdecia started his career with the Dover Police Department. Luis Berdecia was born and raised in the New York City area and after graduating from high school, he served 8 years in the United States Marine Corps. After leaving the military, he completed his Bachelor's Degree in Criminal Justice at Strayer University.

Officer Berdecia came to the Dover Police Department as a New Hampshire certified officer and most recently worked for the Henniker Police Department. Prior to that, he was an officer with the Concord, NH Police Department.



Officer Dunne and Officer Cooper attended the DARE conference in North Conway on June 24-25. Topics covered were illicit drugs, mindfulness and how to extend that to students, and learning how to engage and calm students without having to go “hands on” within the school setting.

All sworn officers completed online bias related training. This completes the required training resulting from the Governor's Executive Order which was developed as a result of the recommendations made by the NH Commission of Law Enforcement Accountability, Community and Transparency (commonly referred to as LEACT). The order stated that all New Hampshire certified law enforcement officers shall receive training in the areas of Ethics, De-escalation and Implicit Bias/Procedural Justice.

On June 3, 2021, Captain Brad Gould and Sergeant John Tarmey attended Use of Force Report Writing training. This class provided these supervisory officers with the some key instruction on the administrative documentation of police officer use of force. This documentation is an administrative report that outlines the incident, the force used, and the

justification for that use of force. The information provided from this course will be used in the department's mandated annual use of force training.

On June 10, 2021, Detectives Bryon Lynch, Andrew Courter, Jenna Donais, Adam Gaudreault and Timothy Burt attended training provided by the local representative from the New England State Police Information Network (NESPIN). He provided a presentation of their criminal intelligence portal to members of the Special Investigations Unit. This portal is an information sharing hub for law enforcement throughout New England.

On June 10, 2021, Detective Timothy Burt, Detective Adam Gaudreault, Officer Paul Levin, Officer Molly Martuscello, Officer David Anderson and Officer Derek O'Neil attended quarterly crime scene related training. The training provided instruction on new evidence collection techniques, as well as refresher instruction on the processing of evidence.

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

Also in June, a conditional job offer was given to another candidate. This candidate began his hiring process in May and will be attending the 16-week police academy class in August.

6. Sustainability-Focused Outcomes

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

City Planner Bird attended an online CAW Talks meeting on June 24th to discuss new videos prepared to educate the public, landowners and municipal officials on the newest climate change science.

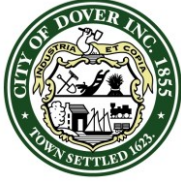
City Planner Bird attended an online meeting on June 7th with the Arbor Day Foundation and a member of the Forest Management Committee to discuss potential funding opportunities.

City Planner Bird assisted the Open Lands Committee with planning a pollinator event on a small farm on June 19th that was well attended.

City Planner Bird attended the online annual meeting of the Southeast NH Land Trust on June 23rd.

The Assistant City Manager worked with members of the Energy Commission to begin the exploration process about the feasibility of the City joining the Community Power Coalition. This group looks at ways to bring lower electric costs and increase reliance on renewable sources of electricity to the community. A workshop with the City Council will be held on July 7.

The Assistant City Manager and both City Planners worked with the Human Resources Director to develop a job description and posting for the new Resilience Coordinator position. This Assistant City Planner level position was approved as part of the FY22 budget and will work on a Citywide Resilience Plan with various stakeholder groups, including staff, volunteers and the business community.

 CITY OF DOVER	CITY COUNCIL - MINUTES Meeting Type: Regular Meeting Meeting Location: City Hall, Council Chambers Meeting Date: Wednesday, July 14, 2021 Meeting Time: 7:00 pm
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1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Muffett-Lipinski led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Carrier, Deputy Mayor Ciotti, Councilor Cullen, Councilor Muffett-Lipinski, Councilor O'Connor, Councilor Shanahan, and Councilor Williams.

Absent: Councilor Gasses and Councilor Thibodeaux.

Also Present: City Manager Joyal, City Attorney Wyatt, and City Clerk Mistretta.

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Deputy Mayor Ciotti moved to add as Item 13.B.4. "Approval of (Revised) Proposed Amendments to City Charter and Authorization to Submit Updated Final Report to the New Hampshire Secretary of State, Attorney General, and Department of Revenue Administration. He also added an Appointments Committee Report.

Deputy Mayor Ciotti moved to approve the Agenda as amended; seconded by Councilor Williams.

Vote: 7/0.

7. PUBLIC HEARINGS

A. CHAPTER 141 – VEHICLES AND TRAFFIC, SECTIONS 30, 48, AND 52

SPONSORED BY MAYOR CARRIER BY REQUEST

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

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

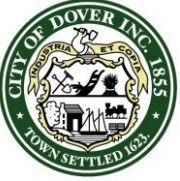
Mayor Carrier, seeing no one wishing to speak, closed the Public Hearing.

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

Catherine Cheney, 5 Snow's Court: She spoke in favor of the Resolution.

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

 CITY OF DOVER	<table> <tr> <th colspan="2">CITY COUNCIL - MINUTES</th></tr> <tr> <td>Meeting Type:</td><td>Regular Meeting</td></tr> <tr> <td>Meeting Location:</td><td>City Hall, Council Chambers</td></tr> <tr> <td>Meeting Date:</td><td>Wednesday, July 14, 2021</td></tr> <tr> <td>Meeting Time:</td><td>7:00 pm</td></tr> </table>	CITY COUNCIL - MINUTES		Meeting Type:	Regular Meeting	Meeting Location:	City Hall, Council Chambers	Meeting Date:	Wednesday, July 14, 2021	Meeting Time:	7:00 pm
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**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**

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.

Catherine Cheney, 5 Snow's Court: She spoke about the need for a Charter Commission, and talked about having it as a question on the ballot.

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He spoke about other issues happening in the City: COVID-19 concerns and assistance available to help through the Dover Cares program and the State. There will also be assistance for people who have follow behind on their mortgages. He said the City is still in a mandatory water restriction. He spoke about construction in several areas in the City. He recognized the Police Department and Fire Department for their response after a shooting incident within the City, and a fire on Hill Street. He spoke about the Mental Health Alliance and their willingness to look at this issue in Dover to break down the barriers and address the issue within the community. He added that with the approval of his report he will assign staff to assist the Mental Health Alliance.

Deputy Mayor Ciotti moved to accept the City Manager's Report; seconded by Councilor O'Connor.

Vote: 7/0.

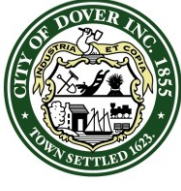
10. APPROVAL OF MINUTES

A. June 23, 2021 – Regular Meeting

B. July 7, 2021 – Workshop Session

Deputy Mayor Ciotti moved to approve the Minutes; seconded by Councilor Muffett-Lipinski.

Vote: 7/0.

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11. MAYOR'S REPORT

Mayor Carrier recognized the citizens who are going out again in the City, and reminded people to practice safety. Dover 400th has hired an organizer to help assist with the upcoming celebration in 2023. He attended the monthly NH Mayors Round Table meeting. Deputy Mayor Ciotti moved to accept the Mayor's Report; seconded by Councilor O'Connor. Vote: 7/0.

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

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
Roll Call Vote: 7/0

B. ORDINANCES IN THE 3RD READING

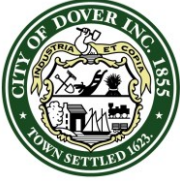
C. RESOLUTIONS

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

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
Parking Manager Simons answered questions regarding this Resolution.
Roll Call Vote: 7/0

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

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, July 14, 2021**
Meeting Time: **7:00 pm**

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

Deputy Mayor Ciotti moved to table the Resolution; seconded by Councilor Shanahan.
Vote: 7/0

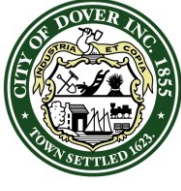
13. NEW BUSINESS

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

 CITY OF DOVER	CITY COUNCIL - MINUTES <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Meeting Type:</td><td>Regular Meeting</td></tr> <tr> <td>Meeting Location:</td><td>City Hall, Council Chambers</td></tr> <tr> <td>Meeting Date:</td><td>Wednesday, July 14, 2021</td></tr> <tr> <td>Meeting Time:</td><td>7:00 pm</td></tr> </table>	Meeting Type:	Regular Meeting	Meeting Location:	City Hall, Council Chambers	Meeting Date:	Wednesday, July 14, 2021	Meeting Time:	7:00 pm
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Deputy Mayor Ciotti moved for the adoption of the Consent Calendar; seconded by Councilor Shanahan.

Mayor Carrier asked the Council if they had items they would like pulled for further discussion.

Councilor Cullen pulled Item #13.A.1.

Councilor Williams pulled Item #13.A.3.

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

Roll Call Vote: 7/0.

Deputy Mayor Ciotti moved for the adoption of Item #13.A.1.; seconded by Councilor Muffett-Lipinski.

Teen Center Coordinator Papajohn, Recreation Director Bannon, and CDBG Program

Coordinator Carpenter answered questions regarding this proposed project.

Roll Call Vote: 6/1; Passed. Councilor Cullen was opposed.

Deputy Mayor Ciotti moved for the adoption of Item #13.A.3.; seconded by Councilor Williams.

City Manager Joyal gave an overview of the Resolution to the Council.

Roll Call Vote: 7/0.

Deputy Mayor Ciotti gave an overview of the Appointments Committee Report to the Council and recommended the following appointments:

New Appointments:

Hadley Hudson – McConnell Center Advisory Commission as an alternate

Reappointments:

James Brannen – Trustees of the Trust Fund

Michael Murphy – Trustees of the Trust Fund

Deputy Mayor Ciotti moved to accept the Appointments Committee Report; seconded by Councilor Muffett-Lipinski.

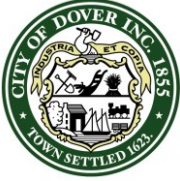
Vote: 7/0.

Councilor Shanahan gave an overview of the Stormwater and Flood Resilience Funding Ad-Hoc Committee Report to the Council.

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

Councilor Shanahan gave an overview of the COAST Report to the Council.

Mayor Carrier gave an overview of the Dover Main Street Report to the Council.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, July 14, 2021**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

- 1. B22003 PURCHASE OF WATER METERS, FISCAL YEAR 2022 - STILES COMPANY, INC.**
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
Roll Call Vote: 7/0

- 2. AUTHORIZATION TO EXECUTE JOINT POWERS AGREEMENT OF COMMUNITY POWER COALITION OF NEW HAMPSHIRE (INTERGOVERNMENTAL AGREEMENT)**
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: 7/0

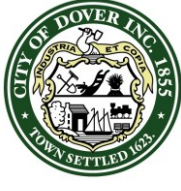
- 3. FISCAL YEAR 2022 CAPITAL IMPROVEMENTS PROGRAM (CIP) APPROPRIATION AND AUTHORIZATION FOR CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN FOR RIVER STREET PUMP STATION UPGRADES (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.) (TO BE REFERRED TO A PUBLIC HEARING ON JULY 28, 2021, AND CITY COUNCIL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

Deputy Mayor Ciotti moved to refer to a public hearing on July 28, 2021; seconded by Councilor Shanahan.
Vote: 7/0.

- 4. APPROVAL OF (REVISED) PROPOSED AMENDMENTS TO CITY CHARTER AND AUTHORIZATION TO SUBMIT UPDATED FINAL REPORT TO THE NEW HAMPSHIRE SECRETARY OF STATE, ATTORNEY GENERAL, AND DEPARTMENT OF REVENUE ADMINISTRATION (TO BE REFERRED TO A PUBLIC HEARING ON JULY 28, 2021.)**
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved to refer to a public hearing on July 28, 2021; seconded by Councilor Muffett-Lipinski.
Councilor Shanahan gave an overview of the Resolution to the Council.
Vote: 7/0.

C. ORDINANCES IN 1ST READING

 CITY OF DOVER	CITY COUNCIL - MINUTES Meeting Type: Regular Meeting Meeting Location: City Hall, Council Chambers Meeting Date: Wednesday, July 14, 2021 Meeting Time: 7:00 pm
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14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Muffett- Lipinski gave an overview of Dover Mental Health Alliance’s purpose.

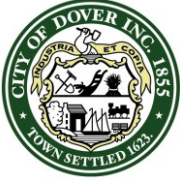
Councilor Shanahan gave an overview of the Charter and the additional amendment being proposed. He was looking for consensus to be consistent and strike 2/3 City Council majority vote.

Mayor Carrier said the Council gives its blessing.

Councilor Cullen talked about his field trip to Billerica, Massachusetts to see where all the City’s recycling goes.

16. ADJOURN

Councilor O’Connor moved to adjourn; seconded by Councilor Muffett-Lipinski.
Vote: 7/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

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

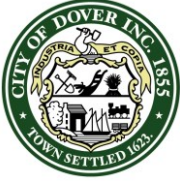
AUTHORIZATION

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#: 12.C.1.

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:

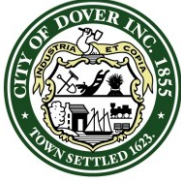
VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Ciotti		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
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).

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 12.C.1. Resolution Number: R - 2021.06.23 – 121 Resolution Re: Approval of Cable Franchise Agreement with Atlantic Broadband (NH-ME), LLC
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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 aurally placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aurally 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 its 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 herein shall 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 remedied 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, except 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 200feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:

J. Michael Joyal, Jr.
City Manager
m.joyal@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6023
www.dover.nh.gov

City of Dover, New Hampshire
OFFICE OF CITY MANAGER

July __, 2021

Mr. Danny Jobe, VP of Operations
Atlantic Broadband
2 Batterymarch Park
Suite 205
Quincy, MA 02169

Re: Understanding on the Technology Fund and Purchase of Information
Services from Atlantic Broadband for the Duration of the Cable
Franchise Agreement

Dear Mr. Jobe:

This letter shall memorialize the understanding of the City of Dover and Atlantic Broadband (NH-ME), LLC ("Atlantic Broadband") regarding and in consideration of the cable franchise agreement executed on _____, 2021 by the Dover City Council, and the contracts for information services to be executed by the City of Dover for Atlantic Broadband information services.

It is understood that, in connection with the Cable Franchise Agreement, including, without limitation, the Technology Fund in Section 6.4 of that Franchise Agreement, the City of Dover will contract with Atlantic Broadband for the provision of approximately \$20,000 - \$25,000 worth of information services annually. As long as the City of Dover continues contracts for information services in roughly the amount indicated above, the cost of the Technology Fund specified in Section 6.4 of the Franchise Agreement shall not be passed through to cable subscribers in Dover. If the City of Dover discontinues the purchase of information services in the approximate amount of \$20,000 - \$25,000 annually, the City and Atlantic Broadband agree to negotiate an amendment to the Cable Franchise Agreement, Section 6.4, that either would permit the City to decline the receipt of the Technology Fund

moneys or would permit Atlantic Broadband to pass through to cable subscribers the costs of that Technology Fund.

Furthermore, the parties agree that the information services that are the subject of the initial contracts between the City and Atlantic Broadband may be modified and changed over time, as the needs of the City for information services change during the course of the ten (10) year term. Upon thirty (30) days' notice from the City to Atlantic Broadband, the City may change the services received, so long as they are of approximately comparable value to the services in the contracts at the time of execution.

The parties shall use their best efforts and shall cooperate in good faith to carry out the spirit of this agreement, while maintaining the flexibility needed to meet the evolving technological needs of the City of Dover with the information services available from Atlantic Broadband.

Sincerely,

City of Dover

By: _____

Date: _____

J. Michael Joyal, Jr.
City Manager

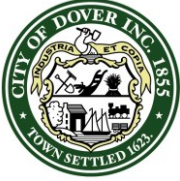
Agreed to and Accepted

Atlantic Broadband (NH-ME), LLC

By: _____

Date: _____

Danny Jobe
VP of Operations
Duly Authorize



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R - 2021.07.14 – 132**

Resolution Re: Approval of (Revised) Proposed Amendments to City Charter and Authorization to Submit Updated Final Report to the New Hampshire Secretary of State, Attorney General, and 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 return a final proposed set of amendments to City Council; and

WHEREAS: Pursuant to [R-2021.05.12-073](#), the City Council, after public notice and a hearing, found ten proposed charter amendments brought forward by the Ordinance Committee to be necessary, after which a final report of same was sent to three state agencies for review; and

WHEREAS: Thereafter, the New Hampshire Secretary of State and Attorney General's Office later asserted three objections to certain of the proposed amendments, as outlined in a letter dated July 1, 2021 attached to this resolution; and

WHEREAS: The Ordinance Committee has reviewed the three objections and developed a revised version of the charter amendments in an effort to resolve same. An updated and revised final report entitled, "City of Dover's Revised Final Report on Proposed Charter Amendments #1 through #4, #6 through #9, and #11 through #22 to Be Placed on the Ballot for November 2, 2021 Election" (hereinafter "Final Report"), attached to this resolution and incorporated by reference, provides the Ordinance Committee's final recommended amendments and ballot questions on the items included therein;

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 proposed amendments to the City's Charter, to be followed by the other statutory requisites set forth in RSA chapter 49-B.

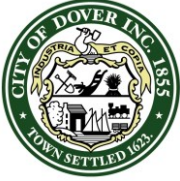
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

For the reasons discussed in the Final Report, the proposed Charter amendments set forth therein are found to be necessary 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 Final Report shall be completed, 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 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).

Resolution 2021.07.14 Approval of (Revised) Proposed Amendments to City Charter and Authorization to Submit Final Report to the New Hampshire Secretary of State, Attorney General and Department of Revenue Administration



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R - 2021.07.14 – 132**
Resolution Re: Approval of (Revised) Proposed Amendments to City Charter and Authorization to Submit Updated Final Report to the New Hampshire Secretary of State, Attorney General, and Department of Revenue Administration

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

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Dennis Shanahan
Councilor Lindsey Williams
Councilor Fergus Cullen

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

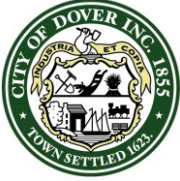
Recorded by: Susan M. Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date: 07/14/2021	Public Hearing Date: 07/28/2021
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 - 2021.07.14 – 132**
Resolution Re: Approval of (Revised) Proposed Amendments to City Charter and Authorization to Submit Updated Final Report to the New Hampshire Secretary of State, Attorney General, and Department of Revenue Administration

RESOLUTION BACKGROUND MATERIAL:

The City's Charter ([C11-11](#)) specifies that amendments be conducted in accordance with RSA chapter 49-B.

RSA chapter 49-B defines an "amendment" as any change to the Charter that is not a "revision." *See* [RSA 49-B:4-f](#). The statute defines a "revision" narrowly to mean specified changes to a municipality's form of government. *See* [RSA 49-B:4-d](#). The residual category of "amendments" is therefore broad. A single "amendment" may encompass changes to more than one section of the charter, so long as each change grouped therein is germane to the same subject. *See* RSA 49-B:5, I(c).

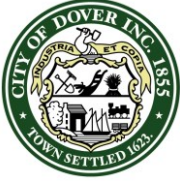
The process for accomplishing amendments is set forth in RSA 49-B:5 and RSA 49-B:6. A majority vote of the City Council is required to advance proposed Charter amendments.

A proposed draft of the "City of Dover's Final Report on Proposed Charter Amendments to be Placed on the Ballot for November 2, 2021 Election" is attached. The Ordinance Committee approved the amendments contained therein on May 3, 2021. The ballot questions listed in the Final Report derive from the prescribed language in RSA 49-B:6.

Below is a brief overview of the steps in the Charter "amendment" process:

1. City Council reviews the City's Charter and determines if and what amendments may be necessary.
2. Each amendment developed must be limited to a single subject, but more than one section of the charter may be changed under the auspices of an "amendment" so long as it is germane to that subject. *See* RSA 49-B:5, I(c).
3. City Council finalizes proposed amendments and text of same, then provides for public notice/hearing on those proposed amendments.
 - a. Notice must be in newspaper at least seven days prior to hearing;
 - b. Must have a new hearing if any substantive changes are made to the proposed amendments;
4. Within seven days after final hearing, a report must be filed with City Clerk. *See* RSA 49-B:5, I(a).
5. The City Clerk then seeks approval from three State of New Hampshire bodies: Secretary of State, Attorney General, and Commissioner of DRA pursuant to RSA 49-B:4-a.
6. Within 45 days, the state-level actors shall review amendments and give notice to clerk of approval/disapproval. *See* RSA 49-B:4-a, I(d).
7. If not approved by state actors, then the disapproved amendment cannot go to voters;
8. If/once approved by all state actors, City Council must, at its next regular meeting, order the proposed amendments to be placed on a ballot at the next regular municipal election. The questions then become part of local ballot preparation, *see* RSA 49-C:6; [Dover Charter C2-9](#). The methods of listing the ballot questions for amendments are set forth in RSA 49-B:6, II; *see also* RSA 49-B:5, I(c).
9. At least two weeks prior to the date of the election where ballot questions will be considered, the City Council must cause the proposed amendments to be printed along with any summary thereof, and must make copies available to the voters in the Clerk's office, and shall also post the amendments

Resolution 2021.07.14 Approval of (Revised) Proposed Amendments to
City Charter and Authorization to Submit Final Report to the New
Hampshire Secretary of State, Attorney General and Department of



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R - 2021.07.14 – 132**

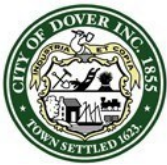
Resolution Re: Approval of (Revised) Proposed Amendments to City Charter and Authorization to Submit Updated Final Report to the New Hampshire Secretary of State, Attorney General, and Department of Revenue Administration

and any summary thereof in the same manner that proposed ordinances are posted. *See* RSA 49-B:6, III(b).

10. At the municipal election, voters then have the opportunity to vote on each ballot question. A majority of voters must approve each amendment. *See* RSA 49-B:6, IV.
11. Charter amendments approved by voters take effect on January 1st of the following year or on a date determined by the City Council, whichever occurs first. *See* RSA 49-B:6, IV(b).

In terms of a projected timeline for these events, the process (through Step 8) needs to be commenced and completed in time for proposed amendments to appear on the ballot for the November 2021 municipal election. In order to allow time for preparing and printing ballots, the City Council will need to complete its portion of the process, including its final approval after State-level approvals, by approximately September 1, 2021.

The City Council original approved amendments on May 26, 2021. After those were submitted to the State agencies for approval, the state agencies indicated that most of the amendments would be approved, but there were three areas of concern identified by two of the state agencies (the Secretary of State and the Attorney General's Office). Thereafter, the Ordinance Committee met on July 12, 2021 to discuss updating the amendments to address the concerns articulated by the two state agencies. The proposed final report accompanying this resolution represents a slightly updated version of the original amendments, aimed at resolving the two state agencies' concerns. The revised final report is attached and is entitled "City of Dover's Revised Final Report on Proposed Charter Amendments #1 through #4, #6 through #9, and #11 through #22 to Be Placed on the Ballot for November 2, 2021 Election". A copy of the letter received from the state agencies dated July 1, 2021 is also attached for reference.



CITY OF DOVER

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

**CITY OF DOVER'S REVISED FINAL REPORT ON PROPOSED CHARTER
AMENDMENTS #1 THROUGH #4, #6 THROUGH #9, and #11 THROUGH #22 TO BE
PLACED ON THE BALLOT FOR NOVEMBER 2, 2021 ELECTION**

Outlined below are updated and revised proposed amendments to the City of Dover's Charter. The proposed amendments are numbered #1 through #4, #6 through #9, and #11 through #22. The proposed amendments are intended 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 proposed Charter amendments and ballot questions set forth below were found necessary and initially approved by vote of the Dover City Council Ordinance Committee on July 12, 2021. The amendments set forth in this Final Report were also found necessary and approved by Dover City Council on July 28, 2021 after a duly advertised public hearing on July 28, 2021. A copy of the final resolution is attached for reference.

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

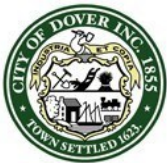
Questions concerning this Final Report can be directed to:

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 approved and ordered to be placed on the ballot by City Council, the numbering of final ballot questions will be determined, and copies of either this Final Report or a document summarizing the proposed amendments and any summaries thereof shall be made available to the public in the Clerk's Office at least two weeks prior to the November 2, 2021 election pursuant to RSA 49-B:6, III(b).

Sincerely,

Robert Carrier
Mayor of the City of Dover



CITY OF DOVER

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

Proposed Ballot Questions (Revised)

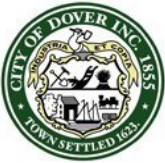
1. Shall the City of Dover approve the charter amendment reprinted below?

- a. *Amend § C3-5 to read: “A vacancy shall exist when any member dies, resigns, is removed for just cause, is permanently physically or mentally incapacitated to the degree they are unable to perform their duties, are judicially declared to be mentally incompetent or, in those instances where residence in the city or in one of its several wards is initially required, they move from the city or ward and establish their residence in some other place. Vacancies occurring in the office of Councilor at any time shall be filled at a special election to be called by the City Council. Said election shall be held no later than 60 days following the creation of the vacancy (with a filing period to be established by the City Clerk) except, ~~however,~~ in cases where such vacancies shall occur less than one year prior to the expiration of the term of office. In such case, the vacancy shall be filled by the election of a qualified person, as set forth in § C3-4 above, by a majority vote of the Council at the second regular meeting of the Council following the creation of the vacancy. Vacancies in the office of the Ward Councilor shall be filled from the same ward as the prior incumbent. ~~The Council shall declare the existence of vacancies among its membership or any other elective municipal office under this section or § C11-3 of this Charter, except as otherwise provided in this Charter.”~~*
- b. *Amend § C4-5 to read: “A vacancy shall exist when any member dies, resigns, is removed for just cause, is permanently physically or mentally incapacitated to the degree they are unable to perform their duties, are judicially declared to be mentally incompetent or, in those instances where residence in the city or in one of its several wards is initially required, they move from the city or ward and establish their residence in some other place. If a vacancy occurs on the School Board, the vacancy shall be filled by the School Board pursuant to RSA 671:33.”*
- c. *Delete § C11-3 in its entirety: ~~Vacancies.~~*
“~~In addition to other provisions of this Charter, a vacancy shall be deemed to exist in any department, office or board whenever an officer, member or employee dies, resigns, is removed for just cause, is permanently physically or mentally incapacitated to the degree they are unable to perform their duties, are judicially declared to be mentally incompetent or, in those instances where residence in the city or in one of its several wards is initially required, he/she moves from the city or ward and establishes his/her residence in some other place. Unless otherwise provided in this Charter, vacancies occurring under this section shall be declared to exist by the Manager in the case of department heads and by the department head in the case of departmental personnel.”~~

Background/Purpose: This amendment is intended to update, clarify, and slightly modify the process for filling vacancies on the City Council and School. The changes to C3-5 and C4-5 make section C3-11 superfluous.

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

- a. *Amend § C4-2 to read: “There shall be a School Board consisting of seven*



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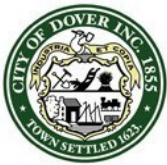
members, One member from each ward and one member elected at large. The term of office shall begin upon the member's election and making and subscription to the oath of office ~~qualification~~ and end upon the election ~~and qualification~~ of the member's successor and the successor's making and subscription of oath of office. All School Board members shall be elected for terms of two years and shall take office on the first Monday in January following the election. In the event that the first Monday of January is a holiday, the organization meeting shall take place on the Tuesday immediately following the first Monday of January."

- b. *Amend § C4-4 to read:* "~~In order t~~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 for at least one year immediately preceding the election. ~~In order t~~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 they are elected ~~he or she is seeking election~~. In the event that the ward boundaries are redistricted in conjunction with the Municipal Election ~~said Ward candidate is elected~~ 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 ~~for one term.~~"
- c. *Amend § C3-1 to read:* "Except as otherwise provided in the Charter, all of the powers of the city shall be vested in a Council of nine Councilors, one Councilor from each ward, two Councilors at Large, and one Councilor to serve as Mayor, to be elected as provided in §§ C2-1 and C3-3. All Councilors shall be elected for terms of two years and shall take office on the first Monday in January following the election and shall hold office until their successors are duly elected and ~~qualified~~ have made and subscribed to the oath of office."
- d. *Amend § C3-4 to read:* "~~In order t~~To be qualified to be a candidate for election as Councilor at Large, a person must be a duly qualified voter in the city and must have been a resident of the city for at least one year immediately preceding the election. ~~In order t~~To be a candidate for election as a Ward Councilor, in addition to the aforementioned qualifications, a person must be a resident of the ward from which he or she is seeking election. A Councilor shall not be eligible to hold any other municipal office except Mayor or Deputy Mayor. In the event that the ward boundaries are redistricted 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."

Background/Purpose: This proposed amendment aims to clarify both residency requirements and the beginning and end dates for terms of office for elected officials. This subject impacts and requires changes to several sections of the City's charter for consistency.

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

Amend § C6-5 to read: "The budget shall be adopted not later than April June fifteenth ~~of the fiscal year~~ and not earlier than seven days after the public hearing on the budget unless another date shall be fixed by ordinance."



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Background/Purpose: This amendment is intended to update the due date for initial budget adoption to better align with practices and timing with respect to annual budgeting. The City's final budget is typically adopted in May or June. The City's fiscal year begins July 1.

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

Amend § C7-6 to read: "There is hereby established a Personnel Advisory Board of three (3) citizens holding no other political office, who shall be appointed as follows: One (1) member by the Manager, one (1) by the council and the third by these two (2) appointees. The terms of all members shall be for three (3) years. It shall be the duty of the Personnel Advisory Board to study the broad problems of personnel policy and administration, to advise the Council concerning the personnel policies of the city and to advise the Manager regarding administration of the Merit Plan and to hear appeals from any employee aggrieved as to the status or condition of their employment or retirement. The Board shall promptly issue written reports containing findings of facts and recommendations to the Manager upon such appeals, but the board shall have no power to reinstate an employee unless it finds, after investigation, that disciplinary action was taken against the employee without just cause. The term "employee" as used in this section shall not include department heads and officers of the city (conduct of elected officials and appointed members of boards and commissions shall be addressed by the Ethics Commission as set forth in § C11-4). Nothing herein shall be construed as prohibiting an appeal by an aggrieved employee to the court."

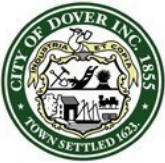
Background/Purpose: This amendment is intended to clarify that the City's Personnel Advisory Board is intended to address solely employee issues or concerns, and not conduct of elected or appointed officials within the City.

5. [Omitted¹]

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

- a. *Amend § C10-2 to read:* "Conflicts of Interest and Disqualification from Decision-Making Process. [Amended 9-5-1990, approved 11-6-1990 by election; 2-12-2003, approved 11-4-2003 by election] No elective or appointive officer or employee of this city shall knowingly take part in a decision concerning the business of this city in which ~~he/she~~ they or a member of their immediate family directly or indirectly has a financial interest, aside from ~~his/her~~ their salary as such officer or employee, greater than any other citizen or taxpayer. Any elective or appointive officer or employee of the city who has such financial interest in any such decision shall make full, public disclosure of such interest prior to the city's deliberating on such decision."

¹ For the sake of maintaining the numbering convention used in prior submissions to the three State agencies, former Amendment #5 has been omitted from this revised report but its numbering has been retained. It is expected that the final ballot questions will be renumbered sequentially inclusive of all those approved by the State and ordered on the ballot by the City Council.



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- b. ~~Delete § C10-3 in its entirety: “Disqualification from Decision Making Process. No elective or appointive officer or employee of this city shall take part in a decision concerning the business of this city in which they or a member of their family, directly or indirectly, has a financial interest, aside from his/her salary as such officer or employee, greater than any other citizen or taxpayer.”~~

Background/Purpose: This amendment aims to clarify the circumstances under which a conflict of interest exists, as well as the action to be taken when such a conflict exists. The changes to C10 make C10-3 superfluous.

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

Amend § C11-2 to read: “Written notice of the election or appointment to any city office or board shall be mailed (hard copy or electronic) to the individual involved at their last known physical or electronic address, by the City Clerk, within forty-eight (48) hours after the appointment is made or the results of any vote are certified by the Board of Supervisors of Elections to the City Council. Said notice shall state that within ten (10) days, the individual involved shall file with the City Clerk an acceptance of his/her election or appointment and failure to do so shall be deemed a refusal to serve, and the position shall thereupon be vacant.”

Background/Purpose: This amendment is intended to modernize the options for giving notice by recognizing the validity of electronic notification methods.

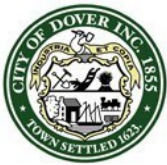
8. Shall the City of Dover approve the charter amendment reprinted below?

Amend § C11-4 to read: “The City Council shall establish by ordinance a five member Ethics Commission.[1] The Commission will investigate complaints filed against members of the City Council, School Board, and members of standing city boards and commissions. If the Commission believes a complaint warrants further action or censure it will forward its recommendation to the City Council for adjudication or the school board for complaints made against school board members. The Commission may also provide advice to the Council, City Manager, and Superintendent on matters of ethics and shall coordinate where appropriate with the Personnel Advisory Board described in § C7-6. At least one member of the Commission shall be a former Councilor or School Board member.”

Background/Purpose: This amendment clarifies and confirms that the City’s Ethics Commission may conduct educational or advisory activities in an attempt to be proactive and promote ethical conduct.

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

Amend § C11-13 to read: “All willful violations of provisions of this Charter, unless otherwise provided, are hereby declared to be violations, and all such violations and all violations of city ordinances for which no other punishment is provided shall be punishable by a fine of up to ~~one thousand dollars (\$1,000) in the~~



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discretion of the court \$500, or imprisoned not more than 90 days, or both.”

Background/Purpose: This proposed amendment is intended to clarify C11-13 and bring the Charter’s default fine provision into alignment with the text of RSA 49-C:31.

10. [Omitted²]

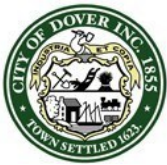
12. Shall the City of Dover approve the charter amendment summarized below?

Amend the City’s Charter such that all instances of numbers less than ten shall solely be spelled out, numbers greater than or equal to ten shall solely be represented numerically. This amendment would include the following affected sections of the Charter:

- a. Amend § C2-12 as follows: “preserve by the City Clerk for ~~thirty~~ 30 days”
- b. Amend § C3-6 as follows: “the sum of ~~one thousand dollars~~ (\$1,000)”
- c. Amend § C5-3 as follows: “at least six ~~(6)~~ days”
- d. Amend § C5-3 as follows: “at least ~~thirty~~ (30) days”
- e. Amend § C5-3 as follows: “within ~~ten~~ (10) days”
- f. Amend § C5-4 as follows: “at least six ~~(6)~~ days”
- g. Amend § C5-6 as follows: “at least thirty ~~(30)~~ days”
- h. Amend § C5-6 as follows: “within ~~ten~~ (10) days”
- i. Amend § C6-3.1A as follows: “the average of the ~~thirty six~~ (36) month changes”
- j. Amend § C6-3.1D as follows: “by a two-thirds ~~(2/3)~~ majority”
- k. Amend § C7-2 as follows: “within ~~sixty~~ 60 days”
- l. Amend § C7-6 as follows: “three ~~(3)~~ citizens holding no other political office, who shall be appointed as follows: One ~~(1)~~ member by the Manager, one ~~(1)~~ by the council and the third by these two ~~(2)~~ appointees. The terms of all members shall be for three ~~(3)~~ years.”
- m. Amend § C10-10 as follows: “within one ~~(1)~~ year after”.
- n. Amend § C11-2 as follows: “within ~~forty eight~~ (48) hours”
- o. Amend § C11-2 as follows: “within ~~ten~~ (10) days”.
- p. Amend § C11-11 A as follows: “once every ~~ten~~ (10) years”.

Background/Purpose: This amendment aims to correct lingering editorial inconsistencies in the Charter. The City has engaged a professional code service (General Code), who conducted an editorial review of the City’s charter and suggested these changes for purposes of clarity and uniformity.

² See footnote 1 above. By way of further explanation, former Question #10 has been omitted in this revised final report and rewritten/restructured as Questions #12 through #22 below, sequentially following Question #11 as presented in the First Addendum to the City of Dover’s Final Report on Proposed Charter Amendments to Be Placed on the Ballot for November 2, 2021 Election.



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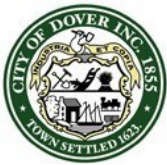
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13. Shall the City of Dover approve the charter amendment summarized below?

Amend the City's Charter to remove superfluous commas, add commas and related words, correct apostrophe use, and correct structure of serial lists throughout the Charter as follows:

- a. Amend § C3-9A as follows: "To the extent that there are no available unappropriated revenues to meet such appropriations, the Council may by such emergency ordinance, authorize the issuance of emergency notes..."
- b. Amend § C5-7 as follows: "There shall be appointed by the Manager, such officers as are necessary to administer all departments which the Council shall establish..."
- c. Amend § C6-15 as follows: "The City of Dover may at any time have and incur debt for all purposes, subject in all respects, to the limits set forth in the Municipal Finance Act, RSA 33 subsequent amendments thereto."
- d. Amend § C8-4 as follows: "The City of Dover may furnish to the Town of Rollinsford such assistance for the protection against and the extinguishment of fires by the extension of its hydrant system and through the services of its Fire Department and fire-fighting apparatus, as may be agreed upon by said city and town."
- e. Amend § C3-2 to include a comma, and the word "and" before "adopting rules" as follows: "The Councilors so chosen shall meet in their capacity as the City Council on the first Monday of January next following their election for the purpose of taking their respective oaths of office, and adopting rules for the transaction of business required by law or ordinance to be transacted at such meeting."
- f. Amend § C3-3 as follows: "it is the voters' intent".
- g. Amend § C3-10 by adding " , and" to the third sentence to read as follows: "Each bound volume shall be duly authenticated by affixing the signatures of all members of the City Council, and the City Clerk and the City Seal."
- h. Amend § C6-17 by adding the word "and" to the second sentence, to read as follows: "Such resolution shall state the estimated cost of the improvement, what proportion of the cost thereof shall be paid by special assessments and what part, if any, shall be a general obligation of the city, and the number of installments in which special assessments may be paid and shall designate the districts or land and premises upon which a special assessment shall be levied."
- i. Amend the first sentence of § C11-10 to include a " , and" so that it reads as follows: "Upon adoption, the Official Charter, duly authenticated by affixing the signatures of all members of the City Council, and the City Clerk and the City Seal, shall be filed with the City Clerk and remain in the Clerk's office as the Official Charter of the City of Dover."

Background/Purpose: This amendment aims to correct lingering editorial inconsistencies in the Charter. The City has engaged a professional code service (General Code), who conducted an editorial review of the City's charter and suggested these changes for purposes of clarity and uniformity.



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14. Shall the City of Dover approve the charter amendment summarized below?

Amend the City's Charter to use gender neutral language as follows:

- a. Amend § C5-6 as follows: "but ~~his~~ the officer's or department head's pay shall continue"
- b. Amend § C5-8 as follows: "or ~~his~~ removal"
- c. Amend § C7-6 as follows: "condition of ~~his~~ the employee's employment or retirement"
- d. Amend § C10-10 as follows: "with which ~~he or his~~ the officer's or employee's department";
- e. Amend § C10-10 as follows: "by ~~his~~ the officer's or employee's official action"
- f. Amend § C11-1 as follows: "duties of ~~his~~ their office".

Background/Purpose: This amendment aims to correct and remove gendered terms that remain in the Charter. In the past, the City has amended the Charter in an attempt to eliminate all gendered references. The City's professional code service (General Code) conducted an editorial review of the City's charter and found lingering gendered references, which this amendment aims to remove and update.

15. Shall the City of Dover approve the charter amendment summarized below?

Amend the fifth sentence in § C2-11C as follows: "Hearings shall be conducted in accordance with the Rules of the New Hampshire Ballot Law Commission, Adjudication Proceedings 206.01 through ~~206.14~~ 206.13 and RSA 665:11 (eff. 01/01/2004)."

Background/Purpose: This amendment aims to correct an incorrect reference to other law. The City has engaged a professional code service (General Code), who conducted an editorial review of the City's charter and suggested this technical change for accuracy.

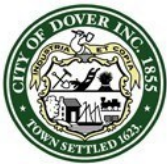
16. Shall the City of Dover approve the charter amendment summarized below?

Amend the first sentence of § C3-8B as follows: "any regular or special meeting of the Council".

Background/Purpose: This amendment aims to correct an editorial error in the City's Charter, as recommended by the City's professional code service (General Code).

17. Shall the City of Dover approve the charter amendment summarized below?

Amend both §§ C3-8D and C3-9B by amending the same language appearing in both § C3-8D and § C3-9B as follows: "All ordinances, including any amendments thereto, shall be recorded in full, uniformly and permanently, by the City Clerk, and each ordinance so recorded shall be approved as to form by the City Attorney, authenticated by affixing the signatures of the Mayor, City Clerk, and City Attorney and City Seal



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and kept on file in the office of the City Clerk."

Background/Purpose: This amendment aims to correct the same editorial error appearing in two sections of the City's Charter, as recommended by the City's professional code service (General Code).

18. Shall the City of Dover approve the charter amendment summarized below?

Amend the City's Charter to correct three instances of misspelled words or incomplete phrases as follows:

- a. Amend the second sentence of § C3-10's incorrect reference to "City of over" to instead read as follows: "City of Dover";
- b. Amend § C4-2 to remove duplicate word "elected" in the second sentence as follows: "one member elected ~~elected~~ at large";
- c. Amend § C5-3's use of the word "therefore" in the second sentence to "therefor" instead;
- d. Amend § C5-5's use of the word "charted" in the second sentence to "charged".
- e. Amend § C5-9 as follows: "Personnel Advisory Board".

Background/Purpose: This amendment aims to correct editorial and spelling errors in the City's Charter, as recommended by the City's professional code service (General Code).

19. Shall the City of Dover approve the charter amendment summarized below?

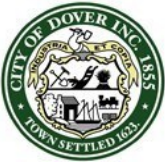
Amend the first sentence of § C7-5 as follows: "The City shall provide such insurance as authorized by ~~RSA 412:3~~ RSA 31:107"

Background/Purpose: This amendment aims to correct an incorrect reference to other law. The City has engaged a professional code service (General Code), who conducted an editorial review of the City's charter and suggested this technical change for accuracy.

20. Shall the City of Dover approve the charter amendment summarized below?

Amend § C8-1 and § C8-2 as follows:

- a. Amend § C8-1 as follows: "The City of Dover may erect, construct and maintain such dams, reservoirs and buildings as may be necessary for such waterworks and dig ditches, break up ground and place and maintain pipes for conducting water wherever it may be necessary, including the highways and streets, and relay and change said pipes from time to time, due regard being paid to the safety of the citizens and the security of public travel-, and, for the more convenient management of said work, may place the same, either before or after they are constructed, under the direction of a superintendent or a board of water commissioners, or both, and the duties of such officer or officers shall be defined by vote of the City Council."
- b. Amend § C8-2 as follows: "The City of Dover is authorized to contract with



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individuals and corporations for supplying said corporations and individuals with water and to make such contracts, establish such tolls and charge such rate for use of water as shall be deemed reasonable ~~and, for the more convenient management of said work, may place the same, either before or after they are constructed, under the direction of a superintendent or a board of water commissioners, or both, and the duties of such officer or officers shall be defined by vote of the City Council.~~”

Background/Purpose: This amendment aims to improve clarity in the Charter by relocating the indicated language to a more germane section of the Charter. The City has engaged a professional code service (General Code), who conducted an editorial review of the City’s charter and suggested these changes for purposes of clarity.

21. Shall the City of Dover approve the charter amendment summarized below?

Amend § C8-3 as follows: “The City of Dover is authorized to levy taxes to ~~and~~ defray the expenses of said waterworks”

Background/Purpose: This amendment aims to correct the term used in the City’s Charter, as recommended by the City’s professional code service (General Code).

22. Shall the City of Dover approve the charter amendment summarized below?

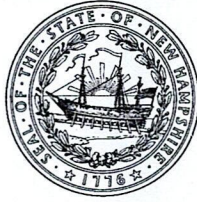
Amend § C10-9 as follows: “Any elective or appointive officer or employee of the city found to have violated any of the provisions of this article ~~section~~”

Background/Purpose: This amendment aims to correct the misuse of the term “section” used in the City’s Charter, as recommended by the City’s professional code service (General Code).

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

July 1, 2021

Susan Mistretta, Clerk
c/o Joshua Wyatt, Esq.
City of Dover
288 Central Street
Dover, NH 03820-4169

Re: Dover Charter Amendment

Dear Attorney Wyatt:

Pursuant to RSA 49-B:4-a, the Secretary of State, the Department of Revenue Administration, and the Attorney General's Office are required to "review the proposed [...] charter amendment to insure that it is consistent with the general laws of this state." RSA 49-B:4-a, I(d). The Secretary of State's and Attorney General's Offices, pursuant to RSA 49-B:4-a object to the proposed City of Dover charter amendment for the reasons outlined below. The Department of Revenue Administration has no comment or objection regarding the charter amendment.

The Secretary of State's and Attorney General's Offices (collectively "the offices") have three concerns related to specific provisions of the proposed charter amendment. These three concerns form the basis of the offices' objection. The below analysis also summarizes the phone call the offices had with Attorney Wyatt on June 29, 2021 regarding the same.

1. Section 5 – Membership on Board or Commission

This amendment would add the following language –

"An employee of a City or the School Department may volunteer on a board or commission provided it is not directly related to their employment or their department, or if they are appointed ex officio."

RSA 669:6 states that "no person shall hold an elective town office who does not have his domicile within the town." Furthermore, several statutes mandate that in order to be qualified for membership to a particular board or commission, the individual must be domiciled in the

corresponding municipality. See RSA 38-C:2 (Requiring that the board of public works commissioners consist of 3 or more citizens of the municipality.) See also RSA 671:18 (“To become a candidate for any school district office, a person must be a registered voter in the district.”). RSA 44:1, RSA 44:2, and RSA 47:1, collectively apply the town statutes to a city.

The contemplated amendment has the effect of permitting a non-resident of Dover, who is employed by the City, to assume a roll on a board or commission. As there is no domicile requirement for municipal employment, the consequence could be a non-resident making substantive decisions that would impact the City. There is also the potential that this amendment would raise questions of the validity of a board’s or commission’s actions if its membership were comprised of unqualified, non-resident individuals.

Therefore, the offices object to this provision. The offices note that there is in fact a distinction between membership on a board or commission where the body is only serving in an advisory capacity, instead of setting policy or making substantive decisions. In the case of an advisory board or commission, the offices acknowledge that it may be possible for a non-resident to serve as a member.

2. Section 10 – Correction of Technical or Grammatical Issues

This amendment contains 39 sub-provisions that seek to make technical changes across a variety of different sections of the City’s existing charter.

RSA 49-B:5, I(c) states in relevant part, that “[e]ach amendment shall be limited to a single subject, but more than one section of the charter may be amended as long as it is germane to that subject.”

While the offices acknowledge that crafting a single question for each of the 39 sub-provisions may prove cumbersome, an umbrella-like question to encapsulate all of the changes is also challenging. The purpose of RSA 49-B:5, I(c) is to ensure voters are able to take time to consider each substantive change, and prevent a voter from overlooking a potential amendment important to him/her.

Instead, the offices encourage the City to consider crafting a question based on the type of technical change being made. For example, a question that would encapsulate all changes where a written number (*i.e.* one thousand) is amended to its numerical version (*i.e.* \$1,000).

3. Section 2 – Vacancies and Qualifications of Successors

This amendment would strike language that an elected official’s term continues until his or her successor is elected and takes the oath of office, thereby assuming office.

Striking the provision that extends an elected official’s term until the successor is sworn-in, makes it possible that an elected position would remain vacant between the end of a term and when the successor is elected and sworn-in. While likely uncommon, were the election or swearing-in of multiple members of a public body to be postponed for any period of time, this

could lead to a situation where there are insufficient members of a public body to constitute a quorum. The body could be left without the ability to make required decisions. The recent COVID public health crisis, which resulted in many postponements of municipal elections, provides a recent example of this issue.

As discussed with Attorney Wyatt on June 29, 2021, the offices would accept that a duly elected successor making and subscribing the oath of office, effects the transition of an elected position from the outgoing to the incoming office holder. The successor is "qualified" once he or she takes the oath of office. RSA Chapter 92.

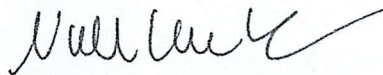
CONCLUSION

Based on the forgoing, the offices object to the City of Dover's charter amendment. However, we invite you to resubmit your charter amendment proposal, with revisions consistent with the analysis above. If you would provide the reviewing agencies with the City's anticipated timeline to prepare the charter amendments for a vote by the voters, we would be able to expedite our review of the revised proposal.

Additionally, we understand that the City will be submitting another, separate charter amendment proposal for the reviewing agencies' approval. Consistent with RSA 49-B:4-a, the reviewing agencies will apply separate statutory deadlines for this additional proposal and respond accordingly with our acknowledgment and determination.

Please feel free to contact us should you have any questions.

Sincerely,



Nicholas A. Chong Yen
Assistant Attorney General
Election Law Unit
(603) 271-3650
nicholas.chongyen@doj.nh.gov

cc: David Scanlan, Deputy Secretary of State
Orville Fitch, Assistant Secretary of State
Bruce Kneuer, Department of Revenue Administration
Derek Kline, Department of Revenue Administration



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.07.28 – 133**

Resolution Re: Authorization to Purchase Trojan UV3000 Plus Lamps and Quartz Sleeves

WHEREAS: In 2005, an Ultra Violet Light Disinfection System was installed at the Waste Water Treatment Plant at a cost of \$671,500.00. When the Trojan UV3000 Plus lamps reach 12,000 hours of use, they need replacement; and

WHEREAS: Trojan Technologies Group, ULC provided an Equipment Performance Guarantee stating the system will meet the required level of germicidal output provided that said system is operated and maintained in accordance with the Operations and Maintenance Manual and recommendations made by Trojan Technologies; and

WHEREAS: The City received a quote from the direct manufacturer of the products, Trojan Technologies Group, ULC, offering pricing for fifty-five (55) 4-packs of Trojan UV3000 Plus lamps (total quantity: 220 lamps) at \$1,043.56 each and fifty-one (51) 4-packs of Trojan Quartz Sleeves (total quantity: 204 sleeves) at \$416.00 each plus estimated freight of \$548.04 for a total cost of \$79,159.84; and

WHEREAS: Per 5-33.H Competitive Bidding Procedure: The competitive bid procedure 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 Trojan Technologies Group, ULC of Ontario, Canada for Trojan UV3000 Plus lamps and Quartz Sleeves in the amount not to exceed \$79,159.84. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
5320.1.300.43256.4652.00000.00	Maint. Supplies Impr o/t Bldgs	125,000	114,503

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.07.28 – 133**

Resolution Re: Authorization to Purchase Trojan UV3000 Plus Lamps and Quartz Sleeves

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 – 2021.07.28 – 133**
Resolution Re: Authorization to Purchase Trojan UV3000 Plus Lamps and Quartz Sleeves

RESOLUTION BACKGROUND MATERIAL:

A Trojan UV3000 Plus is in operation at the Waste Water Treatment Plant. When installed, Trojan Technologies provided an Equipment Performance Guarantee stating the system will meet the required level of germicidal output provided that said system is operated and maintained in accordance with the O & M Manual and recommendations made by Trojan Technologies. They also provide the City of Dover free access to 24/7 technical support and a free recycling program for expired lamps.

In order to maintain this guarantee and services the following conditions must be met:

- The Trojan system must be operated and maintained in accordance with the O&M manual, including prescribed regular maintenance.
- Only Trojan approved and validated replacement parts are used in system.
- Technical field service for system is supervised or provided by Trojan Certified Service Technician.

Failure to use Trojan replacement parts voids the warrantee and technical support could be refused until conditions are met.

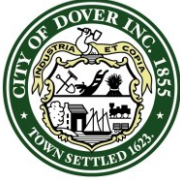
Bid Information:

On November 29, 2006, [Bid #B07024](#) was issued requesting pricing and availability of the Trojan UV3000+ Series. Three responses were received with Maher Corp. quoting validated components and two vendors that did not.

Prior year purchases were made through Maher Corporation as the manufacturer's representative. The City will now order directly through Trojan UV, a division of Trojan Technologies Group, ULC.

Purchasing Information:

Type:	Purchase Order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	12,000 hours	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	N/A
Prices will hold for:	August 2, 2021	Estimated Delivery:	2 weeks
Recommended Award to:	Trojan Technologies Group, ULC	Fund:	Sewer Fund
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase amount exceeds the \$25,000 amount requiring Council approval.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.07.28 – 134**

Resolution Re: State of NH Contract with Dell Marketing LP for Computer Equipment

WHEREAS: The State of NH joined the Western States Contracting Alliance (WSCA) in a bid request for PC Systems, notebook-laptop, networking products, servers, printers and other related hardware (Manufacture Direct); and

WHEREAS: An award was issued to Dell Marketing LP in 2015. The State has renewed and extended its agreement with Dell Marketing LP through July 31, 2022 under contract #8001863. The pricing and terms and conditions are extended to non-profits, counties, cities, towns, schools, colleges and universities, but does not lock them into buying with Dell Marketing LP. Should the City determine an alternate manufacturer should be used in specific scenarios, the City of Dover Purchasing Procedure applies; and

WHEREAS: The City had bid out various PC and other related items in the past and found the State of NH pricing through the WSCA contract lower than other prices the City had received. In an effort to obtain standardization, reliability, best costs, best return policies and ongoing support after maintenance expiration, the City wishes to utilize this State of NH agreement with Dell Marketing LP; 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 Purchase Orders to Dell Marketing LP for computers, computer equipment and peripherals. 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
xxxx.1.xxx.xxxxx.4745.xxxxx.xx	Computers & Communication Equipment	479,386.00	470,224.25

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.07.28 – 134**

Resolution Re: State of NH Contract with Dell Marketing LP for Computer Equipment

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.07.28 – 134**

Resolution Re: State of NH Contract with Dell Marketing LP for Computer Equipment

RESOLUTION BACKGROUND MATERIAL:

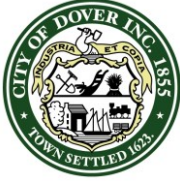
In September 2006, the State of NH joined the Western States Contracting Alliance (WSCA) in a bid request for PC Systems, notebook-laptop, networking products, servers, printers and other related hardware (Manufacture Direct). An award was issued to Dell Marketing LP in 2015. The State has renewed and extended its agreement with Dell Marketing LP through July 31, 2022 under contract #8001863. The pricing and terms and conditions are extended to non-profits, counties, cities, towns, schools, colleges and universities, but does not lock them into only purchasing from Dell Marketing LP.

The City had bid out various PC and related items in the past and found the State of NH pricing through the WSCA contract lower than other prices the City had received. In an effort to obtain standardization, reliability, best costs, best return policies and ongoing support after maintenance expiration, the City wishes to utilize this agreement with Dell Marketing LP.

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. As the estimated expense may exceed the \$25,000 threshold, Council approval is required.

Purchasing Information:

Type:	Purchase Order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	N/A	Contract:	Yes
Prices will hold for:	July 31, 2022	Estimated Delivery:	As needed
Recommended Award to:	Dell Marketing LP	Fund:	Various
Other Approvals Required:	State of NH Contract #8001863	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2021.07.28 – 135**
Resolution Re: B21048 Specialized Municipal Engineering Services

WHEREAS: A sealed Request for Qualifications #B21048 was solicited and received for on-call specialized municipal engineering services on an as-needed basis on May 13, 2021 at 3:00 p.m. for services to commence on or about July 1, 2021 for a four-year period. It is possible that the contractual relationship may be extended beyond the four-year period, at the City's discretion, to complete projects that were started during the FY2022-2025 period; and

WHEREAS: Fifteen statements of qualifications were received, including one non-compliant, and reviewed for necessary staff qualifications and team, company and representative experience, skills, project understanding, capacity and approach; and

WHEREAS: The Dover Community Services Department convened a selection committee which ranked all submissions in order of precedence from highest to lowest score, and selected the top three finalists in each service area identified in the background section of this resolution.

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

The Purchasing Agent is hereby authorized to issue purchase orders to various firms identified in the background section for on-call specialized municipal engineering services on an as-needed basis at negotiated rates provided in conjunction with bid #B21048. 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
xxxx.1.xxx.xxxxx.4751.xxxxx.xx	Roadways	2,156,619	2,033,419
xxxx.1.xxx.43xxx.4757.xxxxx.2x	CS - Water/Sewer	17,947,000	13,127,665

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.

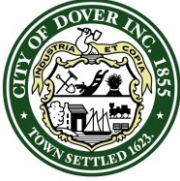
Resolution Number: **R – 2021.07.28 – 135**
Resolution Re: B21048 Specialized Municipal Engineering Services

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2021.07.28 – 135**
Resolution Re: B21048 Specialized Municipal Engineering Services

RESOLUTION BACKGROUND MATERIAL:

The City solicited a Statement of Qualifications and Proposals from engineering firms, following the guidelines set forth by Purchasing Code 5-41 Professional Services, to establish on-call agreements with firms for the following engineering service areas:

- 1) Highway/Transportation Engineering
- 2) Traffic Management
- 3) Water Supply, Treatment & Distribution Engineering
- 4) Wastewater Collection & Treatment Engineering
- 5) Dam & Structural Engineering

From the qualified list of firms, the City has the option to enter into a contractual relationship with any number of firms in each service area, and selecting not less than two firms for each service area.

The Dover Community Services Department convened a selection committee, ranking all submissions in order of precedence from highest to lowest score. The top three finalists in each service area were selected on July 7, 2021.

For Highway/Transportation Engineering, the following firms were selected:

Kleinfelder Northeast, Inc. of Manchester, NH
Greenman-Pedersen, Inc. of Portsmouth, NH
Green International Affiliates, Inc of Westford, MA

For Traffic Management, the following firms were selected:

Sebago Technics, Inc. of South Portland, ME
Greenman-Pedersen, Inc. of Portsmouth, NH
Weston & Sampson Engineers, Inc. of Portsmouth, NH

For Water Supply, Treatment & Distribution Engineering, the following firms were selected:

Underwood Engineers, Inc. of Portsmouth, NH
Wright-Perce of Portsmouth, NH
Woodard & Curran of Andover, MA

For Wastewater Collection & Treatment Engineering, the following firms were selected:

Underwood Engineers, Inc. of Portsmouth, NH
Wright-Perce of Portsmouth, NH
Woodard & Curran of Andover, MA

For Dam & Structural Engineering, the following firms were selected:

SLR International Corporation of Bedford, NH
Tighe & Bond, Inc. of Portsmouth, NH
Wright-Pierce of Portsmouth, NH

Price Proposals (direct hourly rates) of the firm's personnel were requested in a separate sealed envelope to be opened only following the identification of a list of established finalists. All negotiated rates will be fixed



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2021.07.28 – 135**

Resolution Re: B21048 Specialized Municipal Engineering Services

for the first year of the contract and will not exceed the Consumer Price Index (Boston) annually as mutually agreed upon by both the Firm(s) and the City.

Bid Information:

A sealed Request for Qualifications #B21048 was solicited and received for on-call specialized municipal engineering services on an as-needed basis on May 13, 2021 at 3:00 p.m. for services to commence on or about July 1, 2021 for a four-year period. It is possible that the contractual relationship may be extended beyond the four-year period, at the City's discretion, to complete projects that were started during the FY2022-2025 period.

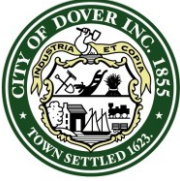
Award Information:

Upon approval, the City will issue a standard city contract for negotiation and execution to the selected firm(s) for on-call specialized municipal engineering services on an as-needed basis. All negotiated rates will be fixed for the first year of the contract and will not exceed the Consumer Price Index (Boston) annually as mutually agreed upon by both the Firm(s) and the City. When projects arise in the different service areas, the City will issue a scope of work under a Request for Proposal to the three firms identified in the service area and approved by this resolution. Purchased services of \$25,000.00 or more shall be approved or rejected by majority vote of the City Council prior to award.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	298	Number of Responses:	15
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	As needed
Recommended Award to:	Various	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.

[B21048 Bid documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R -2021.07.28 – 136**
Resolution Re: Approval of Lease Agreement with New England Sports
Complex, Inc., d/b/a First Push Syndicate

WHEREAS: New England Sports Complex, Inc., d/b/a First Push Syndicate, a non-profit corporation, seeks to enter into a three (3) year lease agreement with the City of Dover regarding the operation of a program to train physical education teachers how to teach skateboarding, to foster school/community programs for biking, and possible related or other activities; and

WHEREAS: The location of the leased premises would be Room 220 at the McConnell Center, which contains 696 square feet; and

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

The City Manager is authorized to sign a lease agreement between the City of Dover and New England Sports Complex, Inc., d/b/a First Push Syndicate, for rental of Room 220, for three years.

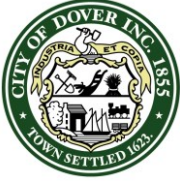
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R -2021.07.28 – 136**
Resolution Re: Approval of Lease Agreement with New England Sports Complex, Inc., d/b/a First Push Syndicate

DOCUMENT HISTORY:

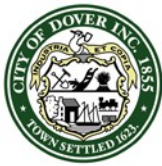
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See draft Lease Agreement between the parties. The McConnell Center Advisory Committee is expected to approve this lease at its meeting on Monday, July 26, 2021.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2021 by and between **NEW ENGLAND SPORTS COMPLEX, INC., d/b/a FIRST PUSH SYNDICATE** of 6 Airfield Drive, Rye, NH 03870, a non-profit corporation, (hereinafter referred to as “LESSEE”), and the **CITY OF DOVER**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

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

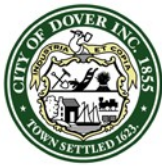
1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Space within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, which Space is intended to contain 696 square feet and more particularly identified as room 220 (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use available parking in the McConnell Center/Library parking lot for LESSEE’s employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations, subject to applicable law and regulations. Additionally, parking may be available on streets adjacent to the McConnell Center. It is agreed parking spaces will not be reserved and are available on a first come first served basis with no signage designating parking spaces to the LESSEE. LESSEE may keep up to two of its vehicles in the aforesaid McConnell Center/Library parking lot to the rear of the Public Library overnight as needed, subject to applicable law and regulations. The LESSOR does not guarantee the availability of any parking spaces at any time. Parking may be subject to change, amendment, or relocation for good cause at the sole discretion of the City of Dover.

The term of LESSEE’s Lease Agreement shall be for three (3) years beginning on _____, 2021 and ending on _____, 20__.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1st of a month, that month’s rent shall be prorated based on the number of days in the month. The first year’s rent charges are based upon space allocation of 696 square feet and calculated using the following components:



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Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$ 4,524.00	\$ 377.00
Capital Reserve	\$0.40	\$ 278.40	\$ 23.20
Utilities (*)	\$8.10	\$ 5,637.60	\$ 469.80
Other as agreed	0	0	0
Total Rent Assessment	\$15.00	\$10,440.00	\$ 870.00

(*) Operations and Maintenance costs are variable based upon actual costs as outlined in Section 2.

2. Operations and Maintenance.

The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$8.10/sf and will be paid as part of the monthly total rent invoice. Thereafter these costs shall be revised annually and prorated per square foot based upon the City's proposed operating budget for the coming fiscal year. The total square footage of leased space in the McConnell Center is 53,899 square feet. The annual revision of Operations and Maintenance costs shall occur in March and take effect the following July 1st.

3. Condition of Premises.

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

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



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

4. Access to Premises.

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

5. Unavoidable Casualty and Eminent Domain.

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

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

6. Use.

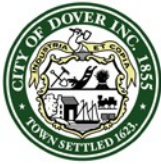
The LESSEE shall only use the Space in compliance with the City's ordinances, rules and regulations. Additionally, the Space shall be used for charitable non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease Agreement.

The LESSEE and LESSOR may agree to renew or extend this Lease Agreement on mutually agreeable terms set forth in a written agreement signed by the LESSEE and LESSOR.

8. Subletting and Assignment.

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



CITY OF DOVER

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9. Personal Property.

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

10. Default/Early Termination.

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

Both the LESSEE and the LESSOR shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

11. Indemnification.

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



CITY OF DOVER

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

12. Insurance.

General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Space to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE's personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

13. Liens and Encumbrances.

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

14. Parties Bound.

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

15. Notice.

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

16. Modification of Lease Agreement.

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

17. Section Headings.

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

18. Severability.

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

19. Laws Governing.

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

20. Security Deposit.

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

21. Merger.

This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent

modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

22. Taxes.

Pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease by the LESSOR.

23. Immunity

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third-party. Nothing within this Lease Agreement shall be deemed to constitute a waiver of any existing immunity of the City of Dover, which immunities are hereby reserved to the City of Dover. This covenant shall survive the termination of this Lease Agreement's conclusion.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

NEW ENGLAND SPORTS COMPLEX, INC.,
d/b/a FIRST PUSH SYNDICATE

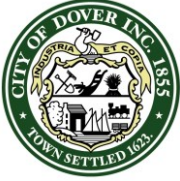
Witness
Sign and Print

Beau Lambert, Executive Director
Sign and Print

CITY OF DOVER
By J. Michael Joyal, Jr., City Manager

Witness
Sign and Print

Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R -2021.07.28 – 137**
Resolution Re: Approval of Lease Agreement with Community Solutions, Inc.

WHEREAS: Community Solutions, Inc., a non-profit corporation, seeks to enter into a three (3) year lease agreement with the City of Dover regarding the operation of a program to facilitate life skills, enhance responsible citizenship, and increase overall well-being; and

WHEREAS: The location of the leased premises would be Room 321 at the McConnell Center, which together contain 683 square feet; and

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

The City Manager is authorized to sign a lease agreement between the City of Dover and Community Solutions, Inc. for rental of Room 321, for three years.

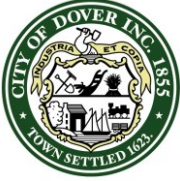
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R -2021.07.28 – 137**
Resolution Re: Approval of Lease Agreement with Community Solutions, Inc.

DOCUMENT HISTORY:

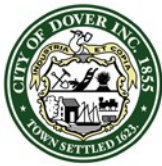
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor 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:

See draft Lease Agreement between the parties. The McConnell Center Advisory Committee is expected to approve this lease at its meeting on Monday, July 26, 2021.



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LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 20__, by and between **COMMUNITY SOLUTIONS, INC.** of 340 West Newberry Road, Bloomfield, CT 06002, a non-profit corporation, (hereinafter referred to as “LESSEE”), and the **CITY OF DOVER**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

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

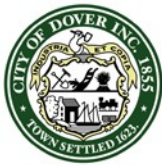
1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Space within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, which Space is intended to contain 683 square feet and more particularly identified as room 321 (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use available parking in the McConnell Center/Library parking lot for LESSEE’s employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations, subject to applicable law and regulations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed parking spaces will not be reserved and are available on a first come first served basis with no signage designating parking spaces to the LESSEE. The LESSOR does not guarantee the availability of any parking spaces at any time. Parking may be subject to change, amendment, or relocation for good cause at the sole discretion of the City of Dover.

The term of LESSEE’s Lease Agreement shall be for three (3) years beginning on _____, 2021 and ending on _____, 20__.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1st of a month, that month’s rent shall be prorated based on the number of days in the month. The first year’s rent charges are based upon space allocation of 683 square feet and calculated using the following components:



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Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$ 4,439.50	\$ 369.96
Capital Reserve	\$0.40	\$ 273.20	\$ 22.77
Utilities (*)	\$8.10	\$ 5,532.30	\$ 461.03
Other as agreed	0	0	0
Total Rent Assessment	\$15.00	\$ 10,245.00	\$ 853.75

(*) Operations and Maintenance costs are variable based upon actual costs as outlined in Section 2.

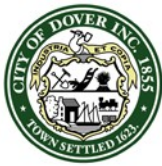
2. Operations and Maintenance.

The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$8.10/sf and will be paid as part of the monthly total rent invoice. Thereafter these costs shall be revised annually and prorated per square foot based upon the City's proposed operating budget for the coming fiscal year. The total square footage of leased space in the McConnell Center is 53,899 square feet. The annual revision of Operations and Maintenance costs shall occur in March and take effect the following July 1st.

3. Condition of Premises.

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

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



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

4. Access to Premises.

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

5. Unavoidable Casualty and Eminent Domain.

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

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

6. Use.

The LESSEE shall only use the Space in compliance with the City's ordinances, rules and regulations. Additionally, the Space shall be used for charitable non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease Agreement.

The LESSEE and LESSOR may agree to renew or extend this Lease Agreement on mutually agreeable terms set forth in a written agreement signed by the LESSEE and LESSOR.

8. Subletting and Assignment.

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

9. Personal Property.

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

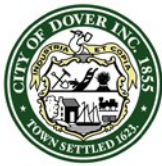
10. Default/Early Termination.

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

Both the LESSEE and the LESSOR shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

11. Indemnification.

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



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

12. Insurance.

General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Space to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE's personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

13. Liens and Encumbrances.

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

14. Parties Bound.

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

15. Notice.

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

16. Modification of Lease Agreement.

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

17. Section Headings.

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

18. Severability.

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

19. Laws Governing.

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

20. Security Deposit.

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

21. Merger.

This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent

modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

22. Taxes.

Pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease by the LESSOR.

23. Immunity

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third-party. Nothing within this Lease Agreement shall be deemed to constitute a waiver of any existing immunity of the City of Dover, which immunities are hereby reserved to the City of Dover. This covenant shall survive the termination of this Lease Agreement's conclusion.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

COMMUNITY SOLUTIONS, INC.
By Marlene S. Thomas, Chief Financial Officer

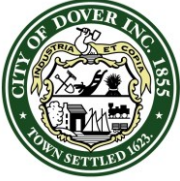
Witness
Sign and Print

Duly Authorized
Sign and Print

CITY OF DOVER
By J. Michael Joyal, Jr., City Manager

Witness
Sign and Print

Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2021.07.28 – 138**

Resolution Re: Approval of Lease Amendment for Reach for the Top Therapy Services

WHEREAS: Reach for the Top Therapy Services is an existing non-profit tenant in Rooms 328, 330, 331, 332 and 333 at the McConnell Center; and

WHEREAS: Reach for the Top Therapy Services has requested a second amendment to its current lease dated September 1, 2020 to rent additional space at the McConnell Center, namely Room 309 which adds 291 square feet to their current Lease for a total of 4,713 square feet.

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

The City Manager is authorized to sign a Second Amendment to the September 1, 2020 Lease Agreement with Reach for the Top Therapy Services adding Room 309 to Reach for the Top Therapy Services' leased premises at the McConnell Center.

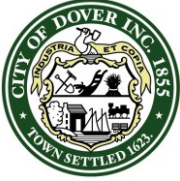
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2021.07.28 – 138**

Resolution Re: Approval of Lease Amendment for Reach for the Top Therapy Services

DOCUMENT HISTORY:

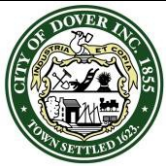
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor 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:

See attached draft of Second Amendment to Lease Agreement dated July 19, 2021. The McConnell Center Advisory Committee is expected to approve this amendment at its meeting on Monday, July 26, 2021.



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SECOND AMENDMENT TO LEASE AGREEMENT DATED SEPTEMBER 1, 2020

THIS SECOND AMENDMENT TO LEASE AGREEMENT made this _____ day of _____, 2021 amends the Lease Agreement entered into on the 1st day of September, 2020, as amended by a first amendment, by and between **REACH FOR THE TOP THERAPY SERVICES**, a non-profit organization, of 61 Locust Street, Dover, New Hampshire 03820 (hereinafter referred as LESSEE) and the **CITY OF DOVER**, New Hampshire of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter referred to as LESSOR).

WHEREAS, the LESSEE and LESSOR are parties to a Lease Agreement dated September 1, 2020;

WHEREAS, the LESSEE and LESSOR entered into a First Amendment to Lease Agreement dated September 1, 2020 ("First Amendment"), which First Amendment remains in effect; and

WHEREAS, due to early termination of a lease by another tenant, an opportunity has arisen for the LESSEE to add additional space to the Lease Agreement, namely Room 309 in the McConnell Center;

WHEREAS, the parties both desire to further amend the Lease Agreement to include Room 309 as part thereof;

NOW THEREFORE, for good and valuable consideration, the receipt of which the parties acknowledge, the parties hereby agree to further amend Section 1 of the Lease Agreement entitled "Descriptions and Term" as follows:

1. By deleting and replacing the first paragraph in Section 1 of the Lease Agreement and the First Amendment with the following:

That the LESSOR does hereby demise and lease to the LESSEE the space within the City's McConnell Center located at 61 Locust Street, Dover, New Hampshire, which Space is intended to contain approximately 4,713 square feet and more particularly identified as Rooms 302A, 309, 328, 330, 331, 332 and 333 (the "Space").

2. By deleting and replacing the rent component table within Section 1 (located at the top of page 2 of the Lease Agreement) and the First Amendment with the following:

REACH FOR THE TOP THERAPY SERVICES 4,713 Sq Ft

Component	Rate	Annual	Subsidy	Monthly
Fixed Rent	\$6.50	\$30,634.50		\$2,552.88
Capital Reserve	\$0.40	\$1,885.20		\$157.10
Utilities (*)	\$7.90	\$37,232.70		\$3,102.73
Other as agreed	0	0		0
Total Rent Assessment	\$14.80	\$69,752.40		\$5,812.70

3. All other provisions of the Lease Agreement to remain in effect and unchanged.

4. This second amendment shall take effect _____, 2021.

IN WITNESS WHEREOF, the parties have hereunto executed this Second Amendment to Lease Agreement dated _____, 2021 on the date set forth above.

REACH FOR THE TOP THERAPY
SERVICES

By: _____

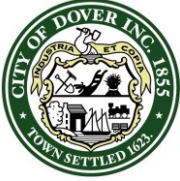
Duly Authorized

Print:

THE CITY OF DOVER, NEW HAMPSHIRE

By: _____

J. Michael Joyal, Jr., City Manager



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.07.28 – 139**
Resolution Re: Repeal and Replace the Ad Hoc Committee for Graffiti Management.

- WHEREAS: Instances of graffiti in the City, specifically graffiti along the Community Trail, continue to be reported to the Dover Police.
- WHEREAS: This graffiti problem has been ongoing, increasing in the warmer months. There have been enforcement efforts by the Dover Police Department, yet the graffiti problem persists. Graffiti management in the City requires creative solutions; and
- WHEREAS: After passing a resolution on May 12, 2021 ([R-2021.05.12-071](#)) forming a Committee for Graffiti Management, the Appointments Committee received an unexpected amount of applications for positions on the Committee for Graffiti Management. It has become clear that a change in the makeup of the committee is warranted; and
- WHEREAS: By this resolution, the City Council intends to repeal and reenact the original resolution with certain amendments, hereby creating an ad hoc advisory committee, to be called the Committee for Graffiti Management, in order to identify and make recommendations to the effective management and control of graffiti in the City of Dover.

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

R-2021.05.12-071 is repealed.

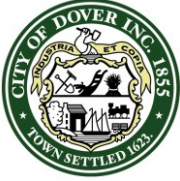
AND, BE IT FURTHER RESOLVED THAT:

A Committee for Graffiti Management is hereby established and will be an ad-hoc, advisory committee to the City Council composed of seven regular members and three ex officio members as follows:

- (a) One City Councilor recommended by the Mayor and ratified by the City Council;
- (b) One Arts Commission representative;
- (c) One Community Trail Advisory Committee representative
- (d) One Recreation Advisory Committee representative
- (e) Police Chief ex officio, or designee
- (f) Planning Director ex officio, or designee
- (g) Community Services Director ex officio, or designee
- (h) Five citizens at large
- (i) Two alternate citizens at large

Formation of this Committee will expire after two years unless renewed by the City Council.

AND, BE IT FURTHER RESOLVED THAT:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.07.28 – 139**

Resolution Re: Repeal and Replace the Ad Hoc Committee for Graffiti Management.

The Committee for Graffiti Management will meet regularly, as determined by the members, to review data and recommend to the City Council and City Manager an action plan outlining existing and new steps to be taken to work to manage the graffiti problem along the Community Trail and throughout the City.

AND, BE IT FURTHER RESOLVED THAT:

The Committee for Graffiti Management shall not have the authority to commit the City Council to any action or position, but instead will bring recommendations and reports to the City Council.

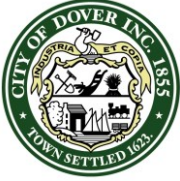
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Dennis Ciotti

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.07.28 – 139**

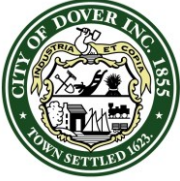
Resolution Re: Repeal and Replace the Ad Hoc Committee for Graffiti Management.

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.07.28 – 139**

Resolution Re: Repeal and Replace the Ad Hoc Committee for Graffiti Management.

RESOLUTION BACKGROUND MATERIAL:

As the warmer weather begins there is increased reporting of vandalism along the Community Trail. Specifically, this is seen in the form of graffiti. Often the responsibility of handling the graffiti is put upon the police with the expectation that arresting those responsible would eliminate the problem. While the Dover Police have made enforcement efforts, making several arrests for criminal mischief, the problem persists. The graffiti problem along the Community Trail needs to be better addressed.

Municipalities across the nation face similar issues and have tried to curb the problem with creative solutions. There are four primary areas of focus that when taken together work the best for graffiti management: (1) removing of graffiti in a timely manner; (2) supporting areas where “street art” can be done in a controlled and focused way; (3) taking measures to improve security and decrease opportunity for vandalism; and (4) ongoing enforcement. The Committee for Graffiti Management would be a citizen led committee tasked with managing graffiti City wide, in addition to a focus on the Community Trail.

The intent would be for this body to coordinate reporting areas of graffiti, establishing volunteer crews to clean and/or paint over graffiti (CS could provide supplies), determine if allowing areas where street art would be appropriate, recommend where authorized street art should occur, recommend increased safety measures (lighting, signage. etc.), and make any other recommendations that could help control graffiti. Interest has already been expressed by a community member to allow a portion of their building to be used as a “graffiti wall” where street art can be done in a controlled and focused way.

Since the initial creation of the Ad Hoc Committee for Graffiti Management, there has been increased interest in participation by citizens. The initial resolution only created two citizen positions on this committee, whereas this revised resolution increases that number to five regular positions and two alternate positions.