



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 25, 2022**
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. AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES ARPA GRANT FOR HUGHES WELL AND FRENCH CROSS ROAD TREATMENT PLANT**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. DISSOLUTION OF PRIOR YEARS' CAPITAL PROJECT FUNDS INTO THE GENERAL FUND**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - C. FISCAL YEAR 2022 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
(CITY COUNCIL VOTE TO OCCUR ON JUNE 8, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST
- 8. PUBLIC 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. May 11, 2022 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**
 - C. RESOLUTIONS**
 - 1. AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES ARPA GRANT FOR HUGHES WELL AND FRENCH CROSS ROAD TREATMENT PLANT**
SPONSORED BY MAYOR CARRIER BY REQUEST



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2. DISSOLUTION OF PRIOR YEARS' CAPITAL PROJECT FUNDS INTO THE GENERAL FUND

SPONSORED BY MAYOR CARRIER BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

1. B12040 CONTINUATION OF EXISTING AGREEMENT FOR MISCELLANEOUS WORK BOOTS/FOOTWEAR WITH RED'S SHOE BARN

SPONSORED BY MAYOR CARRIER BY REQUEST

2. B13052 EMULSION POLYMER EXTENSION WITH SOLENIS LLC

SPONSORED BY MAYOR CARRIER BY REQUEST

3. VARIOUS SENIOR CENTER TRIPS

SPONSORED BY MAYOR CARRIER BY REQUEST

4. APPROVAL OF DOWNEASTER MUNICIPAL STATION AGREEMENT

SPONSORED BY MAYOR CARRIER BY REQUEST

5. APPROVAL OF LOT LINE RESTORATION FOR 10 BOYLE STREET

SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

- | | |
|---|---|
| 1. School Board (Muffett-Lipinski) | 16. Ordinance Committee (Shanahan) |
| 2. Planning Board (Cullen) | 17. Parking Commission (Hinkel) |
| 3. Appointments Committee (Williams) | 18. Pool Advisory Committee (Hackett) |
| 4. Arena Commission (Hackett) | 19. Racial Equity and Inclusion Ad-Hoc Committee (Nemeth) |
| 5. Arts Commission (Nemeth) | 20. Recreation Advisory Board (Shanahan) |
| 6. Board of Health (Thibodeaux) | 21. Solid Waste Advisory Commission (Muffett-Lipinski) |
| 7. Collaborative City Council and School Board (M-Lipinski) | 22. Transportation Advisory Commission (Williams) |
| 8. Conservation Commission (Williams) | 23. Waterfront TIF Advisory Board (Shanahan) |
| 9. Downtown TIF Advisory Board (Hinkel) | 24. Joint Building Committee – DHS (Carrier) |
| 10. Energy Commission (Thibodeaux) | 25. COAST (Shanahan) |
| 11. Graffiti Management Ad Hoc Committee (Nemeth) | 26. Cochecho Waterfront Development Advisory Committee (Carrier) |
| 12. Heritage Commission (Nemeth) | 27. Dover Main Street (Carrier) |
| 13. Legislative Liaison (Shanahan) | 28. Strafford Regional Planning Commission (Williams) |
| 14. Library Board of Trustees (Thibodeaux) | 29. Government Affairs (Carrier) |
| 15. McConnell Center Advisory Committee (Thibodeaux) | |

B. RESOLUTIONS

1. B15060 ADDITIONAL SCOPE OF WORK FOR THE COCHECHO WATERFRONT DEVELOPMENT PROJECT - HORSLEY WITTEN GROUP, INC

SPONSORED BY MAYOR CARRIER BY REQUEST

2. B21001 ROCK SALT & SOLAR SALT COOPERATIVE PURCHASE YEAR 3

SPONSORED BY MAYOR CARRIER BY REQUEST



CITY OF DOVER

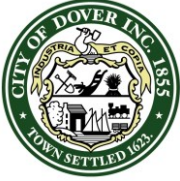
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- 3. GENERAL FUND BUDGET AMENDMENT – FY2022 TRANSFER FUNDS INTO SCHOOL CAPITAL RESERVE FUNDS**
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 8, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST

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.C.
Public Hearing Only**

Resolution Number: **R – 2022.05.11 – 107**
Resolution Re: FY2022 General Fund Unassigned Fund Balance Transfers
to Certain Special Revenue and Capital Project Funds to
Address Fund Deficits

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

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

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

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

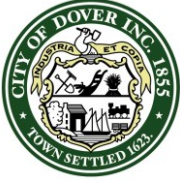
To address the following Special Revenue and Capital Project Funds existing and projected Fiscal Year 2022 fund deficits, the following amounts are to be transferred from General Fund Unassigned Fund Balance.

		Fund	Transfer
		Deficit	From
Fund	Description	Deficit	General Fund
4001	Capital Projects Fund FY2001	(1,700)	1,700
4007	Capital Projects Fund FY2007	(401,276)	401,276
4010	Capital Projects Fund FY2010	(1,013,240)	1,013,240
4012	Capital Projects Fund FY2012	(226,790)	226,790
4014	Capital Projects Fund FY2014	(308,211)	308,211
4320	Tolend Road Landfill Closure Fund	(678,213)	678,213
	Total Transfer to Capital Project Funds		2,629,430

AND FURTHER BE IT RESOLVED:

The following Capital Projects Funds will be closed out as of June 30, 2022:

Fund	Description
4001	Capital Projects Fund FY2001
4007	Capital Projects Fund FY2007
4010	Capital Projects Fund FY2010
4012	Capital Projects Fund FY2012



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

Resolution Number: **R – 2022.05.11 – 107**
Resolution Re: FY2022 General Fund Unassigned Fund Balance Transfers to Certain Special Revenue and Capital Project Funds to Address Fund Deficits

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

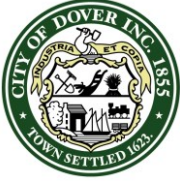
Recorded by: Susan M. Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date: 05/11/2022	Public Hearing Date: 05/25/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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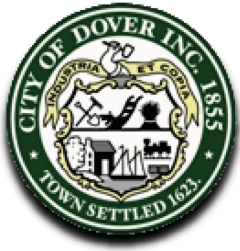
Resolution Number: **R – 2022.05.11 – 107**
Resolution Re: FY2022 General Fund Unassigned Fund Balance Transfers to Certain Special Revenue and Capital Project Funds to Address Fund Deficits

RESOLUTION BACKGROUND MATERIAL:

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

The EPA recently completed a Five Year Review of the landfill post closure operations, which had five specific recommendations for additional work at the former landfill including the Eastern Plume, and additional work for the Southern Plume. Two new contaminants have become a national concern for EPA and sampling is being required for these contaminants in the landfill and in the two extended plumes. The FY2022 City operating budget reflected an increase in the annual operating budget transfers to \$520,000 to the Tolend Road Landfill Fund to finance the estimated increased annual operations and maintenance costs. However, there was substantial cost increase in FY2022 resulting in the Tolend Road Landfill fund deficit for FY2022. The annual operations and maintenance costs that were averaging \$450,000 per year for the City's obligation, dramatically increased to \$694,510 in FY2022 and there was a \$259,057 payment in FY2022 for the Southern Plume mitigation work.

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



CITY MANAGER'S REPORT



Public Library Roof Replacement Project, May 2022

May 25, 2022

Reporting on: April 2022

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	DHS	Dover High School
MSRO	Middle School Resource Officer	DMS	Dover Middle School
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



Donna Benton
Planning &
CDBG Director



William Breault
Police Chief



Susan Daudelin
Human Resources
Director



Annie Dove
Information Technology
Director



Michael Gillis
Media Services
Director



Denise LaFrance
Public Library
Director



Daniel Lynch
Finance Director



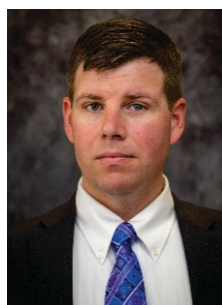
Michael McShane
Fire & Rescue
Chief, EOC Director



Christopher Parker
Deputy City Manager



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.”

STATISTICS * RESPONSE

Community Services – Facilities, Grounds & Cemetery:

Facilities & Grounds FY2022	Burials Ash	Burials Full	Service Calls	Work Orders
July 2021	13	1	97	176
August 2021	6	1	109	184
September 2021	8	3	97	180
October 2021	9	2	84	177
November 2021	8	3	62	113
December 2021	1	1	85	128
January 2022	1	4	80	121
February 2022	0	1	58	102
March 2022	2	1	88	135
April 2022	2	3	85	144

During the month of April, the Facilities, Grounds & Cemeteries division responded to 85 service calls and 144 work orders. Of the work orders processed, 109 dealt with “outside issues” while thirty-five work orders pertained to buildings.

There were 3 full burials and 2 interments of ashes in Pine Hill Cemetery. Spring clean-up of the cemetery continued and there was even some mowing towards the end of the month. Savatree, formerly known as Urban Tree, worked in the cemetery removing very old trees that had issues or were diseased.

There were 15 work orders involving trees in April, including the removal of a row of trees in front of 16 Whittier Street for a sidewalk project, evaluating trees to see if they are on City or private property, getting appropriate paperwork in order for the removal of a hazardous tree, and meeting with residents to discuss specific tree concerns they report. Some limbs were picked up and two sizeable “widow makers” were removed from trees overhanging streets. Several stumps were ground, including a huge stump on Richmond Street from a very old maple tree that was removed last year. Two trees that had fallen over the Community Trail were removed and trees on a trail near Willand Pond were cut up and pushed out of the way. Trees were trimmed or cut around the Library to facilitate the slate roof replacement underway at that facility. Eversource met with the City to go over their tree trimming plan for the Broadway, Hill and Everett Street area.

More fencing issues were addressed in Henry Law Park, with loosened sections being re-secured. Park clean-up continued as the weather was cooperative, if quite windy. Graffiti was cleaned up in the Silver Street tunnel and also on a wall by the Library. A container of tree and lawn debris was removed, emptied and returned to the disc golf course at Bellamy Park, as volunteers and users of the park did their spring clean-up and made some repairs to the course. A water line was repaired for the Woodman Park Concession stand and water was turned on there, as well as other seasonal services at other parks. Work was done on the fence in the Sullivan Drive playground, and some issues with the playground equipment were addressed. The baseball field at Woodman Park was lined and groomed 18 times and the soccer fields were lined twice, as the seasons commenced.

The Jenny Thompson Outdoor Pool is being prepped for the summer season. In April the plumbing is all inspected and put back together for the pumping system to drain the pool and the plumbing to refill the pool. The filters are inspected and cleaned. The huge pool cover is removed and the gutters are cleaned. A chlorine line was repaired. The pool cover is in very bad condition, so has been only moderately helpful in keep leaves out of the basin over the winter.

Twenty work orders pertaining to sign issues were resolved with three of them needing new posts. The signs on the pedestrian island were knocked over again and repaired.

One yellow ball and one red ball were replaced on different traffic signal heads and eight other concerns were investigated. Either the signals went to flash or timing issues were noted.

Eversource met with the City to discuss the logistics of removing the South End Fire Station traffic signals off the Eversource poles. Years ago, under PSNH, these signals were mounted there but should not currently be there according to newer guidelines. At least one new pole will be set to hold the signals near Daley Drive and conduit and new wiring will be required to relocate the other set. Issues with two décor lights were addressed and one request to remove sneakers from a wire was received.

The HVAC preventative maintenance contracts for equipment and automation had gone out to bid in March and was awarded to Siemens as our preventative maintenance provider. Four HVAC issues were investigated by Siemens and others were addressed by Facilities, Grounds & Cemeteries staff.

The drive for the dehumidifier at the Indoor Pool came in and has been moved to the pool to be installed the first of May. The City Hall issue with the ground floor HVAC, which left the Parking Bureau with no heat all winter, was resolved after months of TRANE waiting for parts.

Two blower motors at the Central Fire Station had failed and the replacement parts came in under warranty and were put in place of the defective parts by Munson Plumbing & Heating.

The bathroom renovation at City Hall was wrapped up for the two bathrooms on the main floor. Facilities employees patched some places on the floor that needed attention, picked up unused fixtures and remounted dispensers. Light bulbs were replaced in different office spaces at City Hall as well.

The fuel tank at the Facilities, Grounds & Cemeteries building was connected and is finally in operation and the new fence enclosure is in place as well. The fence along the front of the building was installed by GC/AAA Fence.

Permit of Assembly safety inspections were conducted, as were elevator inspections and fire extinguisher inspections were conducted at other public buildings. Ten work requests to move various items were addressed, with many of these coming from the Library and the others from City Hall as were three requests for delivery of supplies to various locations. Eight keys were issued. It looks like spring has finally sprung!

Community Services – Streets & Stormwater: The Streets Division focused on sidewalk and street sweeping during the month of April. Three street sweepers were rotated over 4 shifts during the day, starting as early as 3:00 AM each morning, and ending by 8:00 PM each night. The Streets Division has been short-staffed with Truck Drivers, as position vacancies have been difficult to fill. As a result, staff from Utilities rotated into some street sweeping shifts to help complete the work.

The sweeping process started by tackling sidewalks first, making sure debris was pushed and swept away from private property, and out to the gutter lines of the streets. Street sweepers would then follow along, with Police and Parking Divisions helping to close off certain streets each night to allow full access for the sweepers. The prime focus of sweeping was to address City roads that needed new pavement markings, such as cross-walks, turn arrows, etc, along with long-line markings for both yellow centerlines and white foglines.

Staff coordinated 10 separate overnight shifts with pavement marking sub-contractor. Eight of the nights were concentrated on the more time-consuming pavement hand-markings, while two nights were dedicated to machine-applied pavement long-lines. The hand-crews have been working from the downtown area and heading both south down Dover Point Road, and out Durham Road, while also working northerly out Sixth Street and up Central Avenue to Indian Brook Drive.

Street sweeping will continue throughout the summer, with every City road slated to be swept at least once. Routine maintenance sweeping is expected to occur once weekly within the general downtown area to help with litter and debris. The sidewalk sweeper will also be deployed, as necessary, to keep up with debris in the downtown area.

April is tough month for general street conditions, as the spring thaw usually triggers pothole issues. During the month of April, the Streets Division filled approximately 152 potholes throughout the City. The local hot top plants have reopened for the season, allowing crews to swap back from cold patch.

As part of regular maintenance items, crews washed all truck frames to remove winter salt and spent several hours cleaning areas around the public works facility. Spoils from the winter months were pushed out from behind the salt shed and disposed of. Debris remaining from the melted snow was hauled from River Street to the dredge cell.

Crews removed the sand barrels from around the city as well as cleaned up the residential sand/salt area. Crews have started to repair some of the mailboxes damaged during winter plowing operations.

Several deceased animals were picked up along the roadways, as observed or reported, throughout the month.

Crews assisted with the removal of the outdoor pool cover.

Community Services – Utilities:

For the month of April, the City's water system produced on average 1.8 MGD (million gallons per day). The Smith well, Cummings well, Bouchard well, Campbell 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 the PFAS levels. The crews closed 87 work orders for the month and 1 service request. The construction of the new PFAS plant has begun.

The meter crews replaced 134 meters. The Utilities crews closed 30 work orders and 20 service requests. A leak was reported on Western Ave when the crew excavated the site they found a two-inch water services connection had deteriorated from the water main. They repaired it with no other issues. The utilities crew also finish spring dead end flushing.



Pump stations crews continued to complete quarterly pump maintenance at all 23 lift stations. Crews closed 89 work orders and 9 service requests. No major issues were reported for the sewer collection system this month.

Fire & Rescue:

April saw Fire & Rescue responding to 514 calls for service, an average of over 17 calls per 24-hour period in each day of the month. Through our National Fire Incident Management Reporting System, these calls are generally broken down into Fires, Medical Emergencies, Hazardous Conditions (gas leaks; power lines down; etc), False Calls (good intent) and Non-Emergent requests. In the current COVID-19 pandemic, Dover Fire has reduced its personnel exposure through a reduced amount of non-emergency service calls.

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

In the month of April, there were 147 times when 2 calls were going on simultaneously, and 57 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 April, a Chief Officer was summoned to respond with the duty shift to 10 emergency calls. 5 of these calls occurred either after regular business hours or on the weekend.

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

Facility	April 2022 # of individuals
Wentworth Douglass Hospital	217
Dover ER (Portsmouth Regional)	35
Frisbie Memorial Hospital	3
Portsmouth Regional Hospital	16
Mass General Hospital (MA)	1
Brigham and Woman’s Hospital (MA)	0
Boston Children's Hospital (MA)	0
Maine Medical (ME)	0
York Hospital (ME)	2
Exeter Hospital	0
Elliot Hospital (NH)	0
Non Transports/Sign offs/Refusal of Care	156
Total Transports:	274

Inspection Services Division:

Inspection Services in **April** had a total count of **467** inspections conducted and **67** permits issued. Here is the Inspection Services activity breakdown:

Inspections & Permits	
Life Safety Inspections	83
Business Inspections	10
Sprinkler / Alarm Inspections	16
Building Inspections	108
Electrical Inspections	87
Plumbing / Mechanical Inspections	81
Blasting Inspections	00
Health/Housing Standards Inspections	68
School / Daycare Inspections	11
Oil Burner Inspections	03
Woodstove / Fireplace Inspections	00
Building Permits	55
Blasting Permits	00
Certificate of Occupancy Permits	12

Police Department:

Dover Police Department Patrol Division	Calls for Service	Traffic Stops	Non-Enforcement Contacts	Incidents Handled
April 2021	1,500	692	221	2,413
May 2021	1,649	690	238	2,577
June 2021	1,818	764	230	2,812
July 2021	1,776	824	223	2,823
August 2021	1,689	769	202	2,660
September 2021	1,500	460	147	2,107
October 2021	1,855	444	229	2,528
November 2021	1,785	376	180	2,528
December 2021	1,543	333	170	2,046
January 2022	1,557	348	155	2,060
February 2022	1,400	261	137	1,798
March 2022	1,661	243	141	2,045
April 2022	1,651	277	169	2,097

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.

Accident Reconstruction Team: The Accident Reconstruction Team was not called out during the month of April for any collisions in Dover.

Special Investigations Unit (SIU): During the month of April 2022, 10 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 presented 10 investigations to a Grand Jury for indictment. All of the indictments resulted in a "true bill", meaning the Grand Jury determined that probable cause existed that the accused committed a crime. Cases presented to the Grand Jury are classified as a felony offense or a misdemeanor with an enhanced penalty.

SIU detectives investigated one unattended death in April 2022.

In April 2022, 8 cases were forwarded to the Strafford County Attorney's Office for review and Grand Jury Indictment.

SIU detectives and members of the FBI Major Offender Task Force conducted targeted drug operations. These investigations are ongoing.

As a result of a SIU investigation, a Dover man was arrested for sex offender registration violations, a felony offense.

SIU detectives obtained search warrants on four occasions during April 2022. These warrants were for various open criminal investigations including narcotic violations, sexual assaults, and bail violations.

SIU detectives attended 2 forensic interviews 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 40 police reports to the Division 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.

The Special Investigations Unit is responsible for doing background investigations for police department applicants. During April, two of these investigations were ongoing

CREU Commander: Sergeant Mitrushi oversees the newly created police social worker position and in an effort to ensure the program will be successful, he has been researching other agencies that have implemented a similar position across the country. In doing so, Sergeant Mitrushi had virtual meetings with police social workers from Bloomington, IN, Erlanger, KY, and Alexandria, KY. Sergeant Mitrushi discussed their documentation process and how they measure the efficacy of the program.

Sergeant Mitrushi also oversees the creation of a peer-to-peer support program within the department and attended a Critical Incident Stress Debriefing mock exercise along with Whittier Falls Liaison Officer Cooper and POP Officer Collis. The goal of this training was to simulate a debriefing for officers and dispatchers following a critical incident.

Sergeant Mitrushi met with the Community Outreach Bureau and Dover Middle School Resource Officer Dunne to go over the DARE Program, the PACT Program, Dover Drug Free ID, and Dover Youth-to-Youth.

Sergeant Mitrushi met with trainers to discuss a department-wide ACES training to help officers provide assistance to youth affected by Adverse Childhood Experiences (ACES). He also spoke with Laconia Police Department to learn about their efforts to combat ACES.

Throughout the month, Sergeant Mitrushi reviewed calls for service, spoke with patrol officers and supervisors and explained the process for officers to make referrals to the police social worker. Sergeant Mitrushi also responded to an individual in crisis and provided resources, including contact information for NAMI, the suicide prevention hotline, and the police social worker. Sergeant Mitrushi and PSW Jones followed up with both the family and the individual days later.

Sergeant Mitrushi attended an annual Crisis Intervention Team (CIT) refresher training as well as a 3-day Youth Mental Health First Aid Instructor Training. Sergeant Mitrushi is now certified to instruct both officers and the public on ways to provide “first aid” to young people experiencing a mental health challenge. The training helps parents, caregivers, and those who interact with young people the ability to recognize when someone is experiencing a mental health challenge and provide them with ways to help that young person get the appropriate resources they need.

Sergeant Mitrushi is a suicide prevention instructor and is trained to present the NAMI Connect Program. NAMI is the National Alliance on Mental Illness and the Connect Program is a nationally recognized comprehensive model for planning and implementing suicide prevention and postvention practices. Sergeant Mitrushi attended a monthly meeting with other trainers to discuss additional trainings that will be offered this year.

Sergeant Mitrushi and POP Officer Collis met with Dover Community Services and ServePro to address abandoned campsites in the woods on City of Dover property. ServePro provided an estimate to clean the abandoned sites and will schedule a date with Community Services to clean the sites. Additionally, Sergeant Mitrushi spoke with two individuals experiencing homelessness and provided information about resources, to include PSW Jones.

Sergeant Mitrushi is the staff liaison to the Graffiti Management Ad-Hoc Committee and attended the April 25th meeting to discuss efforts to combat graffiti made by various communities across the country.

Sergeant Mitrushi assisted in conducting oral board interviews with 5 police officer candidates in the month of April. Sergeant Mitrushi also worked on reviewing the current sergeant promotional exam and provided feedback and material for the upcoming promotional exam in May.

Sergeant Mitrushi created 14 social media posts in the month of April, which included 4 Wellness Wednesday campaign posts, 2 Dover Mental Health Alliance posts, 2 National Drug Take Back Day posts, 2 road closure posts, dispatcher appreciation day, animal control officer appreciation day, a repost of a Foster's Daily Democrat article that highlighted the work of PSW Jones, and a post regarding the 10-year anniversary of the Greenland Police shooting that resulted in several officers being shot (including a Dover Police Officer) and the line-of-duty death of Greenland Police Chief Michael Maloney.

The Wellness Wednesday social media campaign was developed by Sergeant Mitrushi and PSW Jones as a community outreach initiative to raise awareness towards mental health and wellness. Each month will focus on a new theme and provide wellness tips, information, and local resources with the goal to reduce stigma associated with mental health.

Middle School Liaison Officer: During the month of April, Middle School Liaison Officer Dunne assisted DMS staff with both a variety of calls for service.

On April 6, 2022, Officer Dunne met with DHS Liaison Officer Shoer on Daley Drive to take custody of an 8th grade student who had been caught trespassing on DHS property. The student was supposed to be home sick, however he left his home without permission. He was contacted at the Bellamy Road parking lot with several individuals who were engaged in criminal mischief. Officer Dunne escorted the student back to DMS and had him wait in the nurse's office until his mother could be contacted. The student's mother gave permission for her son to walk home. He then left without issue and was warned for his behavior.

On April 7, 2022, Officer Dunne conducted follow-up on a call for service patrol units responded to the previous evening. It had been reported that several middle school aged juveniles had been on top of a shed in the Park Street area and threw coins at the reporting party. Officer Dunne spoke to two DMS students who were involved; both students denied throwing any coins and denied being on top of the shed.

Officer Dunne spoke to Dean Vail on the morning of April 8, 2022. It had been reported by a parent that her son's sweatshirt had been set on fire by his former girlfriend and that the act had been video recorded. Officer Dunne viewed the video and was able to identify three students in the video and clearly observed a blue sweatshirt on fire in the wooded area. Officer Dunne spoke to the students involved who all admitted to being a part of the criminal mischief. The female who set the item on fire advised she was upset with the breakup and wanted to take her aggression out on his sweatshirt. Officer Dunne spoke to all involved parties about the extreme dangers of setting items on fire, especially in a wooded setting. This incident did not occur on school property or during school hours. Parents of all involved parties were contacted and the matter was handled through the school.

Later in the afternoon on April 8, 2022, Officer Dunne received still photographs from the surveillance cameras on the upper level of the Dover parking garage. Officer Dunne identified two DMS students from the photographs. Parking Manager Simons wished for the students to be trespassed from the garage as it was evident they were loitering. In addition, Simons reported that a fire department strobe light had been broken in that area. Officer Dunne spoke with both students and their parents and issued verbal trespass notices. While speaking to one of the students, Officer Dunne asked if she knew how the strobe light had been broken. The student replied that she had broken the light accidentally and was extremely remorseful. This information was relayed back to Simons and handled through the Parking Bureau.

On April 13, 2022, Dean Vail provided Officer Dunne with the tank portion of a vaping device. The vaping device contained what was believed to be THC concentrate. A 6th grade student claimed that they had brought the item to school for help identifying what it was. He believed the item was a bolt used for construction, but was not positive. The student received school sanctions for bringing an illegal substance into school.

While at recess duty on April 18, 2022, Officer Dunne was informed that two students had engaged in a fist fight. Officer Dunne located the students who both admitted to have engaged in a fist fight, each throwing punches and being struck. They were arguing over a soccer game. Officer Dunne sent both students to the Dean's office where they received school sanctions for their fighting behavior.

In the morning on April 20, 2022, a student reported to her teacher that she had been sexually assaulted by an unknown male in downtown Dover several days prior. Officer Dunne and the guidance counselor spoke to the student who provided a brief statement about the incident. Officer Dunne contacted the student's father who immediately responded to school and removed her for the day to discuss the matter. Later in the

morning, the student and her father returned to DMS; they advised the initial report had been fabricated. The student stated that she wanted to report that her friend had been sexually assaulted and wanted to tell an adult, however she panicked and said she had been assaulted instead. The guidance counselor and Officer Dunne contacted the student named; she admitted to having been sexually assaulted by her mother's former boyfriend several years ago. She did not wish to provide any further information. Officer Dunne contacted the student's mother, who immediately denied the event ever occurred and refused to participate in any further conversation. Officer Dunne completed a report to be forwarded to the Special Investigations Unit and DCYF. The investigation is on-going.

On April 22, 2022, Officer Dunne learned that a DHS student had gained entry into DMS and was wandering around the school. The student had been suspended from DHS earlier in the day and had left the area with his father. The student ran away from his father at some point and returned to the school area. Officer Shoer arrived at DMS and both officers located the student exiting a bathroom near the gym. Officer Shoer and Officer Dunne escorted the student back to DHS. Officer Dunne remained at DHS until the student was again retrieved by his father. The student received a trespass notice for all Dover public schools, aside from DHS.

On April 1, 2022, the nurse's office requested assistance from Officer Dunne in locating a student who had left their office and did not return to class. The student was located in the hallways and escorted back to the nurse's office.

Shortly after this incident, Officer Dunne and Dean Vail spoke to a 5th grade student who had yelled out in his class that he had a bomb in his bag. Aware that it was April fool's Day, both believed that he likely did not have an explosive device. The student admitted to trying to make an April fool's joke and regretted his words. Dean Vail searched his backpack to ensure he was not carrying explosives. He returned to class with no further action.

On April 5, 2022 the nurse's office requested assistance getting in contact with a parent. A student was sick and needed to leave school however the parent was not answering telephone calls or emails. Officer Dunne requested assistance from patrol; an officer delivered the message to the parent and the student was picked up.

Officer Elbert requested assistance identifying two juveniles on April 5, 2022. He sent Officer Dunne photographs of two juvenile suspected of criminal mischief. Officer Dunne identified the juveniles and provided Officer Elbert with their contact information.

On April 8, 2022, the guidance office requested a welfare check on two students who had not been in school for several weeks. A patrol officer checked their residence but no one was home. This is a recurring problem with this particular family. Guidance was advised and a DCYF letter was completed by the school. Follow-up by the school will continue.

The nurse's office again requested assistance on April 11, 2022. A student was ill and needed to go home, however the mother was not responding to telephone calls or emails. A patrol officer went to the residence, however no one was home. The parent eventually arrived at the school several hours later.

Officer Dunne became aware on April 12, 2022 that a 7th grade student had been reported missing the previous night. Officer Dunne checked his homeroom and the homeroom of a friend of his and discovered both were absent. Officer Dunne contacted patrol and suggested they check the residence of the second student; the missing student was located in that residence and returned home.

During the afternoon of April 14, 2022, the school requested assistance in contacting the parent of a student who was having disciplinary problems. A patrol officer was able to contact the parent at home; she later called DMS.

DHS Dean Stephens called Officer Dunne on April 15, 2022, requesting a welfare check. Stephens had received copies of text messages that indicated a student had been abused by his father the previous night in Rochester and the student made vague suicidal comments. Officer Dunne requested the assistance of Rochester PD, who contacted the student and confirmed that he was safe and not going to harm himself. Officer Dunne informed Dean Stephens of the outcome.

On April 15, 2022, a staff member reported to Officer Dunne that she had been bit by a dog while on a walk on Lisa Beth Drive. The bite did not break her skin. Officer Dunne completed a report and contacted ACO Ladisheff as well. ACO Ladisheff conducted follow-up with the dog's owner.

On April 5, 2022, Officer Dunne attended a meeting with various DMS staff members for a Restorative Justice Workshop. The school is looking to move to a restorative disciplinary system over the next several years rather than the largely punitive system in place currently. Each individual present discussed ways they thought that this system could be effectively introduced to the school community and the positive changes that may result.



Officer Dunne providing a tour of the police station to Girl Scout Troop 62042.

Officer Dunne attended the DMS drama club production of *Oliver* at the DHS auditorium on April 7, 2022. The cast put on a fantastic performance. Officer Dunne chatted with students and their families as well.

During the evening on April 12, 2022, Officer Dunne met with Girl Scout Troop 62042 at DPD headquarters. The troop consisted of nine 6 year olds. The troop had a surplus of Girl Scout cookies that they wished to donate to the Dover police officers as a thank you for their service. Officer Dunne gave the Scouts a tour of the police station and held a question and answer period after. The most exciting part of the tour was by far the booking room; many of the girls asked if they could have a sleep over party in the cell.

As part of Officer Dunne's daily duties, she continues to maintain a presence in the hallways, at lunch and recess, and

outside during the morning and afternoon drop-off and pick-up.

Officer Dunne attends recess for grades 6-8 daily. Officer Dunne ensures everyone is acting safely and will chat with students furthering her connections with the community.

Officer Dunne resumed her role as Girls on the Run – Heart and Sole coach on April 5, 2022. This season's team has 14 female students from 6-8th grade. The final 5k will be held in Concord on June 11, 2022.

Dover High School Liaison Officer: During the month of April, DHS Liaison Officer Shoer assisted DHS staff with a variety of calls for service.

On April 6th, Officer Shoer responded to J Lot on Bellamy Road for a report of tires being slashed. Upon arrival, Officer Shoer observed two flat tires, and what appeared to be stab marks. Officer Shoer interviewed a witness and was able to identify the suspect. The suspect was a DHS student, and was interviewed on scene. The case was forwarded to the Special Investigations Unit, and a referral was made to Juvenile Probation and Parole.

On April 7th, Officer Shoer interviewed a potential victim of a past tense assault. Officer Shoer investigated and interviewed both parties. Eventually Officer Shoer learned that the incident took place but was accidental in nature, and no injuries were caused.

On April 21st, Detective Lynch received a DCYF letter referring to a sexual assault which occurred in school. The report contained information about inappropriate touching between two students. It was later determined that an assault did not take place, but there was a case of bullying which the DHS Administration investigated.

During April break, multiple thefts occurred from DHS in locked areas, totaling over \$2,000.00. Officer Shoer and the DHS Administration are currently investigating the thefts.

On April 6th, Officer Shoer located multiple individuals who were on DHS property that had no reason to be there. At the request of the SAU, three individuals were banned from the property and served with trespass notification forms.

On April 19th, Officer Shoer assisted patrol by locating a student inside DHS who had been reported missing the night prior by their guardians.

On April 18th, Officer Dunne assisted DHS Administration by performing a welfare check on a student making suicidal comments, as well as accusations of child abuse. The student was found in Rochester. Rochester PD advised that the student denied making any comments or allegations of suicidal ideations or child abuse.

On April 21st, Officer Shoer and DHS Administration spoke with two students regarding suicidal/homicidal statements made on a school computer. The students advised that they wrote the statements to see if they would be caught, and thought it was funny. The students were counseled on this behavior, and the possible repercussions it could have.

On April 22nd, Officer Shoer assisted patrol by locating a missing student inside DHS who had been reported missing the night prior by their guardians.

In addition to formal requests by DHS and Bellamy Academy, Officer Shoer performed various other duties as the School Resource Officer, including: prom chaperone, classroom presentations, student interactions, daily traffic assistance, and lunch/hall/bathroom monitoring.

There is a TikTok challenge circulating the country at this time. At this time, DHS has not had any issues with the April Challenge, but Officer Shoer will continue to keep an open line of communication with the school regarding the challenges in the coming months.

Officer Shoer, Officer Dunne, Police Social Worker Kaitlin Jones, and Vicki Harris, worked together to coordinate, and develop a plan to present a potential new program for the Dover Police Department called, ACERT (Adverse Childhood Experiences Response Team), to the police department administration on May 3rd. This program would provide a standardized approach to a referral program, designed to connect children and families to services who have been exposed to ACEs (Adverse Childhood Experiences). The department plans to implement the program in the fall.



Officer Shoer teaching a class on mental health and drug use.

Problem Oriented Police Officer (POP): For the month of April, Officer Collis spent the first two weeks out of position training a new recruit. During the second two weeks, Officer Collis responded to 15 Problem Oriented Policing related calls for service, conducted 10 community contacts, assisted other officers units 4 times, and attended 2 trainings.

This month, in addition to the normal SRT training, Officer Collis continued his Critical Incident Stress Management (CISM), training as Dover PD works to building a Peer to Peer support team. This team and training is extremely important not only as the PD works to build its staff but also to help maintain current employees' mental health and stress related issues.

Officer Collis continued to take calls directly from local businesses and property managers. Many of these calls were related to homelessness issues such as trespassing and possible solutions. He also served as an efficient go between for officers responding to calls and business owners looking for information later about outcomes and identities of involved parties. Officer Collis also helped a local nursing home keep up to date on their mandatory reporting issues.

Officer Collis also continued to patrol areas known for higher crime and drug use. He acted as a highly visible crime deterrent and continued to surveil locations for intelligence and update areas of concern. Along with this, he also assisted the Dover PD FBI Task Force Officer with cases related to drug issues and violent crime. He also worked with the TFO to target the sales of illegal narcotics in Dover.

Officer Collis continued to work with the City of Dover's homeless population as well. He contacted many of them and spoke with them about local resources and tried to provide assistance wherever possible. This assistance ranged from a ride to ensuring they had food and in contact with Dover City Welfare, Community Partners, the Dover PD Social Worker, and CAP.

Whittier Falls Liaison Officer: There were two arrests in April in the Whittier Falls Neighborhood. On April 6th, an officer arrested a male subject for violating a protective order. On April 21st, Officer Cooper, and her trainee, arrested a male subject from Criminal Mischief – Domestic Violence. In both cases, the victim was a female resident of Whittier Falls; however, the arrestees were two different males.

April was a unique month for Officer Cooper due to the fact that she attended several trainings, filled in for the High School Resource Officer, and assisted with field training.

On April 14th, Officer Cooper covered as the Dover High School Resource Officer (SRO) due to the fact that the SRO was in Crisis Intervention Training (CIT).

Officer Cooper spent the last two weeks of the month field training a new officer. Although Officer Cooper and the trainee were assigned to patrol, Officer Cooper concentrated on any Dover Housing Authority (DHA) calls.

On April 23rd, Officer Cooper attended the DHA annual egg hunt. This was the first egg hunt she attended, due to the past two years being restricted with COVID-19 concerns.

Officer Cooper also assisted with 10 oral boards and met with a college student for an interview about public housing.

Police Social Worker (PSW): During the month of April, Police Social Worker (PSW) Jones continued building the foundation of the PSW position through taking action steps to further define the key pillars of the PSW position.

PSW Jones continued to collect and consolidate data into a uniform spreadsheet. This included inputting information obtained from the two records management systems into an excel spreadsheet. After speaking with other Police Social Workers across the country, recommendations on vital data collection were made and Jones began inputting that data into her current spreadsheet. These recommendations will help make

the data more clear, efficient, organized, and searchable. PSW Jones continued to monitor the police log and select cases that she could follow up on. She also continued to receive referrals from other department members.

PSW Jones had 18 new cases in April and 4 cases carried over from previous months. In total, PSW Jones has had a caseload of 42 cases since beginning this assignment mid-February.

PSW Jones worked with Prosecutor Driscoll, DPD Administration, and Bob Faghan of MLADC to discuss programming for the department's Post Arrest Diversion program. This included two meetings in April as well as review of the proposed policy.

PSW Jones continued marketing the PSW position and met with 7 different organizations in the month of April. Those agencies were The Doorway, CCT, Community Partners MH Court Liaison, Dover High School, Bloomington (IN) Police Department Social Worker, HAVEN, and Foster's Daily Democrat.

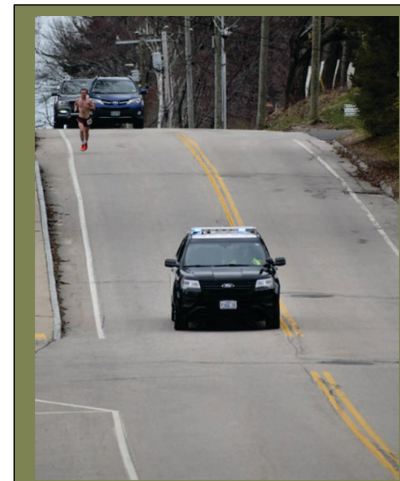
PSW Jones also attended meetings with the Dover Mental Health Alliance, the Prevention Leadership Workgroup, the National Prevention Week Planning Committee, and the Strafford County Public Health Network. PSW Jones also created social media content for 4 "Wellness Wednesday" posts in the month of April.

Traffic Activities: Lt. Speidel fulfilled the role as police representative for the Planning Technical Review Committee (TRC) for scheduled meetings on April 7, 14, 21 and 28. Projects under review included a residential project on Whittier Street, a subdivision yield plan for Oak Street, a subdivision plan for Littleworth Road, and a final review for the mixed-use project at 47 Chestnut Street. Additional projects included a residential project on Rutland Street, a concept review for a mixed-use project on Central Avenue, a review of outdoor dining applications involving use of public parking spaces, a review of the recreational skate park plan on Portland Avenue, and a residential site plan on Cielo Drive. Staff review of each project is intended to examine technical aspects in the purview of police, fire, engineering, and economic development to help resolve potential conflicts before submission to the Planning Board.

Lt. Speidel performed three child passenger seat inspections during the month of April. Each safety check takes approximately 30 to 60 minutes and involves a review of child restraint systems in the caregiver's vehicle, instruction on proper child seat installation procedures, and discussion of safety precautions specific to the age group. Lt. Speidel is a certified Child Passenger Safety technician through the Safe Kids Worldwide program, and the police department provides this service free of charge.

Lt. Speidel worked with Saint Mary Academy's staff and volunteers in coordinating their annual "Run For God" 5K event on April 9. Lt. Speidel coordinated the police department's operational planning for this event, the scheduling and assignment of police personnel, and the coordination with event organizers on other logistical matters affecting traffic. The Administrative Services and Parking Bureaus handled the deployment of directional signs, barricades and cones to facilitate road closures, parking restrictions and traffic diversions.

Lt. Speidel worked with organizers on April 16 to coordinate the Red's Road Race. Lt. Speidel coordinated all traffic control particulars and police personnel assignments for this event. The Red's Race benefits a number of local nonprofit organizations, including Community Partners. The Administrative Services and Parking Bureaus handled the advance deployment of cones, barricades, and signs to facilitate temporary parking restrictions and traffic diversions. Several Dover Police Department employees also participated in the event as registered runners for the five-mile race, including Captain David Terlemezian, Detective Adam Gaudreault, Officer Juel Cooper, and Prosecutor Chelsea Driscoll.



Lieutenant John Tarmey provides a cruiser escort along Henry Law Avenue to the lead runner of the annual Reds Shoe Barn Race for a Better Community 5 mile run / 2.4-mile walk. (Photo credit: Mr. David Colby Young, www.mainerunningphotos.com.)



Lieutenant Marn Speidel and utility crews from Eversource survey the damage to a pole at 151 Central Avenue.

On Saturday, April 23, a single vehicle crash destroyed a utility pole at 151 Central Avenue, which resulted in downed wires and neighborhood power outages. The vehicle occupants sustained minor injuries. The incident resulted in the emergency closure of Central Avenue, and the police department coordinated a traffic detour using Silver and Locust Streets.

Parking Bureau: The Parking Bureau assisted Community Services with posting numerous parking restrictions in support of street cleaning throughout downtown.

Parking Manager Bill Simons, along with several other city staff, coordinated the outdoor dining program for this year. Three applications have been received to use parking spaces for dining areas and should be in place by mid-May.

The sealing of the cement surfaces have started up in earnest in the parking garage. This process is required every five years to extend the life of the structure.

Parking Manager Bill Simons has been working closely with the developer of the Old Court House on Second Street to facilitate parking restrictions and traffic changes to accommodate the project.

The parking system has experienced seven straight weeks of transactions in excess of 10,500 per week. This level of activity has not been seen since the first two months of 2020 prior to the pandemic.

Pictured right, Community Service staffers Bill Purpura and Max Jacobsen help set up protective barricades for outside dining areas for Empty Pint Brewery on Second Street.



DISPATCH COMMUNICATIONS	RADIO TRANSMISSIONS	PHONE CALLS	911 CALLS RECEIVED	LOBBY CUSTOMERS	POLICE ALARMS RECEIVED	FIRE & MEDICAL ALARMS
April 2021	12,943	7,770	438	190	77	63
May 2021	14,089	8,025	442	212	68	68
June 2021	14,606	7,825	457	214	93	72
July 2021	14,212	7,873	439	258	108	79
August 2021	14,302	7,821	479	224	83	83
September 2021	14,606	7,625	423	200	91	80
October 2021	14,300	7,405	413	210	103	65
November 2021	14,225	7,300	307	220	81	58
December 2021	15,888	9,144	330	138	81	66
January 2022	16,708	7,906	350	154	93	75
February 2022	14,263	7,067	297	224	72	53
March 2022	16,283	7,899	328	246	79	66
April 2022	16,608	8,803	416	183	99	64

ANIMAL CONTROL APRIL 2022	
Total Calls for Service: 60	Breakdown:
Handled by Officers/Dispatch: 44	Found/Loose Animals: 29
Handled by Animal Control Officer: 16	Welfare Checks: 9
	Animal Bites: 10
	Misc/Other: 12

Animal Control Officer Ladisheff responded to 30 voicemails and followed up on 7 incidents handled by patrol officers. One call involved a lost cat that was returned to his owner.

Records Unit:

<i>Licensing Board Actions = 15</i>	
Taxi Cab Licenses	0
Notifications to City Hall	2
Raffle/Tagging Permits	5
Block Party Permits	3
Parade Permits	2
Road Toll Permits	2
Dance / Entertainment	0
Gun - Seller	0
Other	1

Public Library:

April library circulation totaled 19,246 items. (7,406 adult + 7,282 children's print items; plus 4,558 items downloaded including 3,701 audiobooks & eBooks, 689 Hoopla streaming music, movies, and books, and 168 eMagazines).

114 new library patrons registered; total active cardholders 12,816.

The Dover Public Library's Book a Librarian service helped 18 community members.

The Dover Public Library's 3D printer produced 2 items requested by our patrons.

The Library's museum passes were borrowed 102 times saving our community members approximately \$2,946.50 in admission fees.

48 new patrons registered for downloadable audiobooks/ eBooks (total = 6,283) and 18 registered for Hoopla (total = 2,204).

Internet and PC uses by the public totaled 945 on library workstations, plus another 5,757 via Wi-Fi, plus 7 Chromebook loan.

The library's website statistics showed 73,825 page views by 7,934 users in 14,820 sessions.

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

9,910 people visited the library during April, an average of 342 per day (open 29 days).

Public Welfare Department:

Welfare had 170 customer contacts during April. Staff served 38 individuals and there were 9 new clients.

There was a great deal of time and effort spent by staff looking for shelter and hotel spaces for clients in need

Total Permits Issued: April 2022

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
20-596	GARRISON CITY BEERWORKS	455	CENTRAL AVENUE	ALTERATIONS/RENO. OF KITCHEN	C	3	6400	8500	115
21-033	GRAY	455	CENTRAL AVENUE	CHANGE IN OCCUPANCY, ASSEMBLY T	C	3	6400	4000	65
21-530	PILLAR INVESTMENT CORP.	455	CENTRAL AVENUE	CHANGE OF USE, ALT. TO CREATE ASSE	C	3	6400	1800	205
21-609	MAC'S CNVENIENCE STORES,	30	DOVER POINT ROAD	CONST. A MERCANTILE USE	C	K	19C0	2500000	25025
21-620	RESTORATION CHURCH	80	RUTLAND STREET	CHANGE OF USE, RENO. TO CREATE AS	C	15	6600	30000	325
22-041	HOLGATE LIMITED PARTNERS	386	CENTRAL AVENUE	PERFORM INT. RENO. TO EXISTING RET	C	2	7800	105000	1075
22-066	DOVER FA CENTRAL & OAK L	701	CENTRAL AVENUE	REPAIR STOREFRONT FROM VEHICULA	C	28	1900	65000	675
22-090	STRAFFORD FARMS	58	NEW ROCHESTER ROAD	CONST. A ROOF OVER WALK-IN COOLE	C	40	4300	15000	175
22-110	POINTE WEST, LLC	40	POINTE PLACE	CONST. A MIXED USE STRUCTURE W/24	C	K	19110	4583000	45855
22-125	GREEK ORTHODOX CHURCH	93	LOCUST STREET	RUBBER & SHINGLE REPAIRS TO ROOF	C	9	5500	6700	92
22-126	WENTWORTH DOUGLASS HOS	789	CENTRAL AVENUE	RENO. COMMON AREA 1ST FLR BATHR	C	37	100	40000	425
22-127	BRUECKNER PROPERTY USA I	50	EDUCATION WAY	INT. DEMOLITION PRIOR TO INT. RENO./	C	E	27F	130000	1325
20-544	SACCOCCIA	2	HOUGH STREET	CONVERT A SINGLE FAMILY TO A TWO	R	30	12800	10000	125
21-047	STRACHAN	45	WISTERIA DRIVE	PERFORM RENO./ALTER. IN KITCHEN	R	N	835	80000	825
21-389	KILTY	31	RICHARDSON DRIVE	FINISH A PORTION OF THE BASEMENT	R	F	5600	10000	250
21-479	COMMONWEALTH COLLECTI	20	PIERCE STREET	REMODEL EXISTING APARTMENT BUIL	R	4	3600	120000	2450
21-566	SPUR	300	BLACKWATER ROAD	CONST. A SHED/SHOP	R	A	3000	54000	565
21-577	GERHARD	16	OAK HILL DRIVE	CONST. A DECK	R	36	2510	3100	55
21-591	145 CAPES PROPRTI, LLC	191	CENTRAL AVENUE	CONST. PLATFORM AND REBUILD PORC	R	20	6000	18000	210
21-615	TARR	5	LANDING WAY	CONST. A BALCONY/DECK	R	L	951F6	12000	145
22-040	GEORGE	35	GERRISH ROAD	FINISH A PORTION OF BASEMENT	R	M	4010	27500	300
22-061	COMMUNITY PARTNERS	66	TIDEVIEW DRIVE	KITCHEN & BATHRM RENOVATION	R	I	2166	47000	495

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
22-079	JOHNSON	8	COMANCHE STREET	RENOVATE KITCHEN	R	A	1410	17000	195
22-080	SINGH	93	COTTONWOOD DRIVE	CONST. A 2ND STORY ADD. WITH BEDR	R	B	4560	65000	675
22-093	CHAGAN	17	LANDING WAY	CONST. LAUNDRY RM AND REPLACE W	R	L	951P0	98000	1005
22-096	LAZARUS	33	CORDEIRO DRIVE	CONST. A THREE SEASON PORCH	R	A	361D	52000	545
22-099	WESTON	45	DREW ROAD	KITCHEN RENO., ADD MASTER BATHR	R	I	28G0	120000	1225
22-100	86 BROADWAY, LLC	86	BROADWAY	INSTALL NEW SIDING ON STRUCTURE	R	27	7500	9000	115
22-104	HERON BAY PARTNERS, LLC	81 83 85	TELO DRIVE	CONST. A THREE STORY FOUR TOWNH	R	H		840000	8425
22-105	AUSTIN	3	PEARSON DRIVE	REMOVE DECK & CONSTRUCT COVERE	R	L	46A	0	75
22-109	COMMONWEALTH COLLECTI	18	PIERCE STREET	PERFORM INT. RENOVATIONS, SIDING	R	4	3600	40000	850
22-111	LOCKARD	6	COTTONWOOD DRIVE	KITCHEN RENOVATION	R	B	4170	46000	485
22-113	BRAGG	1	SMITH WELL ROAD	CONST. A ACCESS DECK TO HOT TUB	R	38	32C0	1000	35
22-114	MORRISON	10	MELODY TERRACE	FINISH BASEMENT WITH BEDRM & BAT	R	G	24J11	35000	375
22-115	CHISAMORE	88	EMERALD LANE	CONST. THREE DECKS, ONE W/ROOF	R	F	22A10	145000	1475
22-116	PATTARAPORN	3	OLD STAGE ROAD	CONST. A 1 STORY ADD. W/UNFINISHED	R	F	6000	100000	1025
22-120	BARNS	13	DOVER POINT ROAD	CONST. AN ATT. ONE CAR GARAGE W/	R	K	3200	260000	2625
22-121	LAWRENCE	19	WENTWORTH TERRACE	ROOF REPLACEMENT	R	8	41	15000	175
22-122	CARDIN	4	HARTSWOOD ROAD	CONST. AN ACCESSIBLE RAMP	R	14	5A0	1600	41
22-123	DILLON	32	CHILDS DRIVE	CONST. A SFD THREE CAR ATT. GARAG	R	N	8AE	800000	8025
22-124	PARRY	23	DOVER NECK ROAD	PERFORM STRUCTURAL WORK TO ROO	R	M	79A0	3500	60
22-132	WOODWARD	11	CUSHING STREET	KITCHEN RENOVATION	R	10	12300	64000	665
22-133	DOVER BLUFF CONDOS	98	HENRY LAW AVENUE	BLDG. 5, NEW VINYL SIDING, NO REPAI	R	22	900	55000	575
22-134	DOVER BLUFF CONDOS	98	HENRY LAW AVENUE	BLDG. 6, NEW VINLY SIDING, NO REPAI	R	22	900	64200	667
22-137	CLINE	70 72	ATKINSON STREET	REBUILD FRONT PORCH DECK & STAIR	R	9	3800	2425	45
22-141	HENNESSEY	15	ROOSEVELT AVENUE	INSTALL 10 REPLACEMENT WINDOWS	R	37	4100	18000	205
22-142	MARANHAS	123	BACK RIVER ROAD	CONST. DORMER W/SKYLIGHTS & FULL	R	I	46B0	0	75

Friday, May 13, 2022

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Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
22-143	SPURLING	16	ISAAC LUCAS CIRCLE	CONST. A FRONT PORCH	R	M	90A5	30000	325
22-147	RUBEOR	8	BRIARWOOD LANE	RENOV. KITCHEN, BATHRM & MUDRO	R	K	18A6	75000	775
22-152	COMMUNITY PARTNERS	66	TIDEVIEW DRIVE	RE-ESTABLISH A ONE CAR ATTACHED	R	I	2I66	2500	50
22-155	TON	1	BELANGER DRIVE	INSTALL REPLACEMENT WINDOWS & P	R	L	6600	9200	117
22-156	LONGERGAN	32	LISA BETH CIRCLE	INSTALL REPLACEMENT WINDOWS	R	H	44R0	22000	245
22-160	MCWILLIAMS	103	BELKNAP STREET	REPLACING OLD DECK SAME SIZE	R	12	1140	70000	95
22-162	KNOX	86	DURHAM ROAD	REMOVE ATTACHED GARAGE	R	I	1400	2700	52
22-166	RHOADES	4	AUSTIN DRIVE	REMOVE EXISTING ROOF & REPLACE W R		I	80D0	22500	250

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 55

Total Construction Value: \$10,956,225.00

Total Fees Collected: \$112,349.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	2	Change of Use	0
Commercial Renovations	10	Commercial	0
Convert 1 to 2 Fmly Dwlg	1	Convert 1 to 2 Fmly Dwlg	3
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	0	Industrial	0
Industrial	0	Renovations	6
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	0
Single Family Dwelling	4	Single Family Dwellings	3
Renovations Dwelling Unit	46	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	0		
Accessory Dwelling Unit	1		
		Total	12

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														
Downtown	14 Broadway		24	0	24		12/14/2021	Site	P21-29	4	5		H	0.72
One First	One First		58	0	58		8/24/2021	Site	P21-30	6	20		H	1.74
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	Northfield	A	84	30	54	10/13/2020	7/28/2020	Site	P20-32	K	19	10/13/2025	G	2.5
Fakhoury	12 Preble	A	12	0	12		7/28/2020	Site	P19-11A	4	76		H	0.4
Soujour	66 Third	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	A	15	0	15	1/9/2018	12/12/2017	Site	P17-74	40	25	1/9/2023	H	0.5
Little Bay	421 Dover	A	25	24	1	7/31/2020	2/25/2020	Site	P19-05	8	9,10,11, 12	7/31/2025	G	0.8
Total: Mixed			182	90	92									5.5
Multi-Family:														
Dove	51 & 65		31	3	28		1/11/2022	Site	P21-66	H	46 & 50		W	10.9
McIntosh	23 Cataract		128	2	126		1/11/2022	Site	P21-45	13	23 & 34		W	44.8
Railroad	2 Grove St	A	87	0	87	3/23/2021	12/15/2020	Site	P20-56	31	4	3/23/2026	H	30.5
Cottages at	54 Back River	A	54	0	54	12/14/2021	3/9/2021	Site	P20-60	I	6	12/14/2026	G	18.9
Marker 44	87 Portland	A	32	0	32	6/11/2019	11/13/2018	Site	P-18034	24	114	6/11/2024	H	11.2
Total: Multi-			173	0	173									60.6
Subdivisions:														
Settlement on	447 Sixth		11	0	11	2/8/2022	11.9.2021	Site	P21-43	B	5	2/8/2027	H	3.9
Schwartz	26 Bellamy	H	5	0	5	7/28/2021	6/25/2021	Site	P21-25	H	14D	7/28/2026	G	1.8
Khavari	Leather's Lane	H	40	10	30	4/27/2021	12/15/2020	Site	P20-71	I	4-A	4/27/2026	G	14.0
Georgakilas/M	Hayden Drive	H	13	6	7	12/15/2020	10/27/2020	12/15/2020	P20-51	M	102-12	12/15/2025	G	4.6
Lawrence &	71 Glenwood	H	7	0	7	4/27/2021	1/26/2021	4/27/2021	P20-18	D	20	4/27/2026	H	2.5
Porch Light	Cataract Ave	H	18	0	18		3/8/2022		P19-80B	14	10-G		W	6.3
RV Paolini	Cottage Park	M	5	2	3	6/18/2019	12/11/2018	Site	P18-45	M	6	6/18/2024	G	1.8
Singh	County Farm	H	4	4	0	3/14/2018	10/24/2017	3/15/2018	P17-58	B	6G	3/14/2023	H	1.4
Quantum	Littleworth	H	6	0	6	8/2/2017	6/13/2017	8/3/2017	P17-34	H	29A	8/2/2022	W	2.1
Ayer	Eagan Drive	H	17	11	6	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	Hidden Valley	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.5
Paddocks/Tid	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	H	11	10	1	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	3.9
Havenwood	Boxwood/Wild	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:			213	108	105									74.6
Elderly:														
Arbor Woods	Cielo Dr	H	72	68	4	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			72	68	4									
TOTAL APPROVED			640	266	374									

2. Product & Process Outcomes

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

PROGRAMS * PRODUCTION

FIRE & RESCUE:

The Division of Emergency Medical Services coordinated 28 hours of Ride-Time for EMS Students and observers from the McGregor Institute of EMS (2 EMT Students) and the Dover Police Communications Division (New Dispatcher).

On 26 April, Division Chief Irwin attended an Advanced Cardiac Life Support Instructor update meeting with partners at Wentworth Douglass. This meeting was held to improve communications between the two organizations and improve the delivery of this important training to Fire & Rescue personnel.

Dover Fire & Rescue chief officers attended a staff meeting to discuss upper-level management and administrative initiatives. Topics of discussion included organizational management and organizational structure, communications, chain of command, and division of duties.

Dover Fire & Rescue held its monthly officers' meeting with chief officers and company officers. Fire & Rescue members who are on the Lieutenant Promotional Eligibility Roster are also invited to attend the monthly officers' meetings. Topics of discussion during the April officers' meeting included a discussion on organizational goal setting, recruitment initiatives, and officer development training needs such as fire ground operations, personnel management, IT and administrative support. Other topics included department training initiatives and training schedule, department operations, and administrative topics. The purpose of the monthly officers' meeting is assure uniform communications are delivered to all supervisors, and for administration to receive performance improvement feedback/needs from company officers.

In support of an ongoing administrative effort to improve organizational communications and unify organizational effort, Chief McShane met with the four shift captains. During this meeting, department-wide performance expectations were discussed. Mid-level supervisor development was provided. Specifically in the areas of enhancing accountability, scope of personnel management authority, decentralizing decision making and enhancing mid-level supervisory autonomy & empowerment.

On April 6th 2022, Chief McShane and Division Chief Chabot along with approximately 300 federal, state and local partners participated in the graded Combined Functional Exercises (CFE) at sites around the state. The CFE is a Full-Scale Exercise (FSE) coordinated by HSEM, the Department of Health and Human Services, and Seabrook Station Nuclear Power Plant. The purpose of this exercise is to evaluate player actions against current response plans and capabilities for a nuclear power plant-related incident and to comply with the evaluation criteria set forth under the U.S. Nuclear Regulatory Commission's "NUREG" guidelines.

Division Chief Irwin represents the Department of several committees. This month he has attended the New Hampshire Harm Reduction Coalition's Strafford County Committee (the 1st & 3rd Mondays of the month) meeting, the Dover Mental Health Alliance Task Force Subcommittee, Portsmouth Regional Hospital's EMS Chiefs meeting, Wentworth Douglass Hospital's Stroke and EMS Chiefs Committees, the Emergency Medical Services Region III Leadership Committee, and the Seacoast Chief Fire Officers Mutual Aid District monthly membership & Board of Directors meetings.

Chief McShane and Division Chief Irwin attended the monthly Seacoast Chief Fire Officers Mutual Aid District meeting. These monthly meetings address state, regional, and local operational emergency service's needs, current trends and collaborative planning. Resource collaboration, training, professional development, and recruitment were also topics of discussion. District Chief Shana Clark from the NH State Fire Marshal Office provided a monthly report on legislative topics and general administrative topics and initiatives.

Chief McShane and Chief Irwin met with Portsmouth Regional Hospital's Malachi Fischer, Seacoast Market Director, EMS Relations, and Emergency Manager. This meeting was organized as a proactive measure to continue strengthening inter-agency relations, and to take a proactive review of EMS operations between Dover Fire & Rescue, and Portsmouth Regional Hospital & Dover ER.

Chief McShane attended Dover Climate Resource Forum in which community stakeholders held numerous round table discussions addressing climate change concerns, and climate change adaptation considerations. Chief McShane represented the City's emergency management stake holding interest. Other members of the forum included City Council members, local municipal and non-governmental stakeholders as well as private citizens.

Chief McShane met with Dover School District Superintendent Dr. Harbron to discuss organizational partnerships, inter-agency support, and school/public safety needs. A discussion on interagency coordination related to preparedness, prevention, and mitigation of active threat occurrences.

PLANNING & COMMUNITY DEVELOPMENT:

Zoning Administrator Kypfer worked on multiple ongoing complaint investigations, working in conjunction with the Planning Director and the City Attorney as necessary. These investigations included: site inspections (two on the morning of April 14), responding to filed complaints, and responding to inquiries.

Zoning Administrator Kypfer, along with assistance by Resilience Coordinator Kaspari and Community Services Specialist Colonna, conducted a City-wide sign sweep on April 13. Notice went out via press release on the City website and with Foster's. During the clean-up, dozens of illegal and off-premise signs were collected from utility poles and within the right-of-way.

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 up, interest in development is still 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. Between October and December, Planning staff continued to work with IT staff and the vendor to review various permits and the data needed to review and process them. In addition, staff worked on converting historic data into a format that can be brought forward in the new database to create one repository for historic and current data. This spring, Planning staff attended numerous training sessions and are currently testing out the new software to work out as many kinks as possible before going live. There will be a soft/internal roll out beginning May 16th and official roll out of the online software is July 1st for the public.

Director Benton reviewed and investigated affordable housing options in place statewide. One such is in Nashua where a housing trust fund has been established. The fund can be used to provide housing finance options for developers and residents. At the same time staff looked at options around the City for affordable housing developments, similar to the approved cottage project on Back River Road. The developer of that project is seeking two additional projects in the region. Director Benton and the Deputy City Manager also met with colleagues from the region regarding Attainable Housing on April 25th.

Staff from the Planning & Community Development Department and the Business Development Department prepared for the launch of a second round of CDBG-CARES small business grants that are designed to help local business retain employees.

Zoning Administrator had a follow-up meeting with the City's Asset Management Administrator on March 21 to work through parcel data and zoning discrepancies identified in the MapGeo interactive mapper and work towards solutions.

Director Benton and the City Attorney continued to work with the Northern New England Passenger Rail Authority on a revised station agreement.

Planning, Business Development, Inspection Services, and Parking staff reviewed options for outdoor dining and formulated a process for this summer and reviewed applications.

Director Benton reviewed the proposed Wetland Ordinance Amendments with the Planning Board, local developers, and residents. Additional changes appear necessary and further editing between staff, the committee, and consultants will continue.

POLICE DEPARTMENT:

Teen Center:

Total attendance for the month of April was 301 participants on 19 days of programming. The Teen Center is using a 20-participant maximum per afternoon to keep within safe practices of physical distancing

April 2022 provided a possible 365 reservations and 301 were filled (84%), via Sign-Up Genius. These include special events and trips that had separate Sign-Up Genius events created for reservations.

Some program highlights for the month of April 2022 included, but were not limited to:

TC After School Program – April 2022

- “Friday Flix” (Movie & Popcorn Afternoon)
- 9-Ball Billiards Tournament
- Outdoor Games Day
- Street Hockey Challenge
- Alley Hoops Hot-Shot Contest
- Easter Celebration
- Earth Day Celebration
- Featured Snack Special Days
 - Mac n’ Cheese, Tacos, Pancakes, Chili, Hot Dogs, etc.
- April School Vacation Week Programs & Trips:
 - Comic Book Workshop w/Artist/Writer, Marek Bennett
 - Dover Bowl Trip
 - Funspot Arcade Trip
 - Smitty’s Cinema Trip

- ***TC Facebook Page & Sign-Up Genius Portal***

Continued efforts are made to maintain the TC Facebook bulletin page and Sign-Up Genius scheduling portal with resources, program/schedule announcements, inspirational messaging and best practices. Staff also share photos of TC youth participants to continue to promote all opportunities provided at the TC.

- ***TC Youth & Family Outreach***

A weekly email is sent to connected families and youth, to encourage sign-ups for the daily afternoon reservation slots through the Sign-Up Genius online portal. Announcements, webinars, trainings and opportunities are also shared on a weekly basis.

- ***TC Kitchen Installation Project***

Work continues. Project finish date looks to be late May/early June, and will yield a brand new commercial-grade kitchen where the TC can provide cooking classes and special events.

The Teen Center received (7) new registrations in April 2022.

Community Service Program: The youth community service program tracked eight participants in the month April 2022. A total of 8 hours of community service work was completed with none of the participants finishing their assigned community service hours.

Diversion: The Diversion Committee did not meet in April but will meet during the month of May for intake of the newest case pending.

PUBLIC LIBRARY:

The Dover Public Library hosted 66 programs in April which were attended by 1,216 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: 5 D & D sessions with 31 attendees; 4 Beyond Books Story times with 33 attendees; 2 Big Kids Storytimes 17; 3 Shake Your Rattle and Roll with 93 attendees; 2 Family Story times with 30 attendees; 1 Library Recess with 26 attendees; 2 Knitting Group 17; 5 Book Group 30; 3 Creation Station 308; 1 Lego Club 17; 1 Sock Puppet Crafternoon 7.



Sock Puppets



Sock Puppets

April was Child Abuse Awareness month and the local Women's Club made a pinwheel garden on the lawn of the Dover Public Library to raise awareness.

Staff of the Dover Public Library worked with the locals Plastics Committee to create a display and handouts for Earth Day.

PUBLIC WELFARE:

The Willand Winter shelter closed on April 1st.

While overall the number of clients served was down, the difficulty in providing service was greatly increased due to a lack of available shelter and hotel/ motel space and the difficult situations of those clients applying. Welfare staff was able to either place or refer all those who came in for help.

A purge of all client records dormant for 8 years or more was begun as well as a general clean-up of active client cases.

RECREATION DEPARTMENT:

Gym: Interval Strength with Lisa wrapped up a session on Tuesdays and Thursdays and will return in May – there are no longer capacity limits on classes in the dance studio. Field requests were completed and all youth leagues were able to begin their seasons outdoors. Cochecho Lacrosse utilizes school fields, Dover Baseball and Dover Youth Softball use a combination of their own fields and City fields and Garrison City FC uses the Shaw's Lane fields. Dover Little Green Cheerleading has also started their off-season conditioning in the DMS gym. Outdoor Pickleball courts continue to be increasingly popular – all 8 are often full on the weekends, especially in the mornings. Use is consistent throughout weekdays as well. They are open on a first come first serve basis with the exception of Tuesday & Friday mornings when they are reserved by the Dover Senior Center program. Indoor courts remained popular in April as the calendar indicated it was spring but the weather outside proved challenging for play. Summer camp registrations were successfully conducted online at <https://getactive.dover.nh.gov> for both Playgrounds and Camp Kool. This meant parents could register online and use a credit card for payment rather than traveling to locations and waiting in line to get a spot. This has also been utilized this for fitness programs, hockey leagues and swim lessons. Summer camps have returned to normal capacity – Camp Kool is currently full with a wait list and only a few spots remain in Horne Street Playgrounds program. Registrations began for new Spring Men's 30+ basketball league. Games will be held on Monday and Thursday evenings throughout May & June for regular season and playoffs. New basketball training sessions with Colby "Bub" Conway began taking registrations and will begin session in May. Either private lessons or small groups will be held in the Butterfield gym to help kids in grades 3-8 with their off-season basketball skills and conditioning. Hiring for summer staff was on-going – applications have been light and are still hiring for more positions. Birthday Party Rental Cafeteria: 1

Pools: April was a busy month at the pool. Recreation swim, Therapy swim and Hydrofitness classes remain at high numbers consistently. April/May lifeguard course is full at 9 participants. There is a solid mix in ages of candidates, which could alleviate some of the midweek staffing difficulties. Several of the candidates are coming from New Castle and Milton Parks and Recreation to take the course. The first Water Safety Instructor Course is full and will be held immediately following the lifeguard course on the weekends of May 14-15, 21-22. Several staff members are enrolled and offering the course has sparked some new interest amongst their peers. Second session of spring swim lessons is completely full. Staff continue to accommodate midweek private swim lessons as staffing schedule allows. The demand for private lessons

as summer approaches is again on the rise. Many of the participants will be joining adult learn to swim programs in the near future. The coaches who are on payroll system have agreed to take some adult private lessons as schedules allow. Staff hope to be able to partner with Great Bay Masters more than just once a year in the future. Supervisors continue to lifeguard 8-12 hours per week. Once finals are completed for college students, their availability will increase in the middle of May which will help with recruitment struggles. Lighting on the pool deck has been resolved. Air handler repair is awaiting parts but is better than it has been earlier in the month. The Jenny Thompson Pool maintenance from the Recreation Department has come a long way ahead of May. Facilities and Grounds crew is working diligently to drain, clean and repair items that come with long winters and aging of the facility. The hope is to have swim teams outside in the middle of May based on weather, staffing and pool readiness. Rentals: Seacoast Swim, Reach for the Top, Portsmouth Scuba. Birthday Parties: 8

Ice Arena: April at the Dover Arena was a busy time as held first off-ice event since the COVID pandemic on the Foster Rink floor and on Holt had several spring programs running. At the beginning of the month, the arena hosted the Flyball Dogshow, which had a great turnout. Cocheco Valley Rollers have started their return; they will be practicing Wednesday nights on Foster until September. As for the spring hockey programs – the Spring 3 on 3 league is meeting twice a week until the ice comes out in May. The Spring Learn to Skate is on Wednesday's as well as Youth Intro to Hockey. The month of May means that the spring programs will be wrapping up as prepare to take the ice out on the 17th. Preparations for Camp Kool will begin as well as regular cleaning and maintenance of the facility as staff get ready for next season! Adult and Youth Stick Practice: 394 skaters, Birthday Parties: 3

Senior Center: This month Chair Yoga, Tai Chi and Pickleball continued, as well as daily games and activities. Found a space to leave ping-pong table set up and are now inviting members to use it on a reservation basis. Planning new trips for 2022 including the Painted Canyons of the West and Spotlight on San Antonio - and the calendar is filling up! The UNH OT group played Jeopardy, held a drum circle, and hosted a nutritionist who spoke about how eating healthy changes as we age. UNH OT Group: 48 participants

Pictured right: Dover Seniors played ping pong w UNH occupational therapy students ... round robin winners Ken and Sue are holding up fingers to show "they're #1."



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.”

OUTREACH * COMMUNICATION

Media Services Division:

In April, Media Services provided numerous updates on a variety of projects, public services, and current events. These included road, development and construction projects, weather and storm information, and previews of upcoming meetings of public bodies.

Media Services continued to update the Fiscal Year 2023 online budget portal, part of the Budget Revealed initiative to help residents understand the budget process. In April, the page was continually updated with information about the proposed citywide budget, including video coverage of all budget meetings and all budget documents presented to the City Council. Media Services also generated frequent updates about the budget process for Dover Download, the website and the media, and the weekly Budget Revealed newsletter.

Media Services in April provided live coverage of the annual State of the City, held on April 5 at the McConnell Center cafeteria. A replay of the event aired on Channel 22 and online at <https://dovernh.viebit.com/player.php?hash=7BYZcHv6FHSq>.

Media Services in April continued production on a new video series for the School District. The series, “Empowering All Learners: Conversations with the Superintendent,” help highlight some of the district’s many educational initiatives throughout the schools. In April, interviews were with representatives of the New Hampshire Learning Collaborative and the Great Schools Partnership, who discussed their ongoing work with Dover schools. Media Services also recorded the painting of a mural by Dover High School students as part of a campaign by the Mental Health Initiative.

In April, Media Services sent out 71 email newsletters, including the weekly editions of Dover Download, special alerts, departmental and project updates. 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. More than 250 updates were posted to social media and other external communications platforms.

Media Services in April worked to fulfill multiple requests for photo and video media from the media, as well as regional organizations, and the Greater Dover Chamber of Commerce.

Media Services in April distributed 64 news releases across multiple platforms for other city matters, including ongoing projects and special announcements.

Planning & Community Development:

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 762 Facebook followers (City of Dover NH Planning) and 906 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 2,934 likes and 3,192 followers).

The Department of Planning and Community Development sent 265 new homeowner letters to residents. These letters include information about the zoning of the lot, and how to be involved in the community.

Planning and 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. Stakeholder interviews were held over the winter and Director Benton met with the consultant for an update and held a meeting in late February. The consultant, steering committee, and staff reviewed drafts in March and continuing to make edits with the plan to bring to the Planning Board in June.

Planning and Media Services staff have created a video preview of Planning Board agenda for the Planning Board meetings. 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 ongoing improvement in the office, reviewing census data, housing affordability, wishing departing staff and board members well, staff bios and book reviews.

Director Benton and the Deputy City Manager were co-presenters at the State of the City on April 5th.

Resilience Coordinator Kaspari facilitated the Dover Climate Resources Forum on April 7th which had over 30 attendees comprised of Board/Commission/Committee members as well as City Staff.

Resilience Coordinator Kaspari met with Strafford Regional Planning Commissions Resiliency Subcommittee on April 7th. During this meeting the Subcommittee started compiling a list of potential topics and speakers for the next Roundtable Discussion focused on local food systems.

Zoning Administrator Kypfer sits on the NNECAPA 2022 Conference Committee, currently planning for the October conference in Sunday River, Maine, and attended associated meetings on April 12 and 14.

Zoning Administrator Kypfer attended legislative committee meetings on April 1 and 8 for the New Hampshire Planners Association. These meetings were designed to review potential LSRs (bills before the upcoming legislative session) and the impacts of bills adopted last session on municipal land use.

Police Department:

Dover Youth to Youth:

During the week of April 4-8, students from Dover Youth to Youth and volunteers from the 5th grade at Dover Middle School conducted presentations of *Samantha Skunk Rx and Medicine Safety* to the five kindergarten classes at Dover's Garrison Elementary School. The presentation provides the kids with core safety information about pills and medicine. During this school year almost 300 students received this training.

On April 26, 2022, Dover Y2Y conducted a webinar for prevention specialists in New England at the request of the Prevention Technology Transfer Center Network. The one-hour session, titled *Knowledge, Skills Action: Implementing a Youth Empowerment Program*, covered topics related to the concepts and implementation of a youth empowerment program. Over 70 prevention professionals from throughout the six-state region registered for this presentation

During April, Dover Youth to Youth continued conducting webinars for King County, WA. Students from Youth to Youth provided 2 separate webinars for the Department of Health. Topics covered included: *Planning a Rally or Kickoff Event* and *Working with the Press*. The training was done as part of King County's Marijuana Education & Prevention Program.

On April 13, 2022, Dana Mitchell and Conor Wiley went to Woodman Park School to drop off shirts and pens as giveaways for the 4th graders who went through the TRUTH lessons in March. The shirts and pens had positive messages about smoking and vaping on them.



Students at Woodman Park School shown receiving their T-shirts for completing the 2-lesson TRUTH about Nicotine program.



Members of Y2Y are shown placing information stickers about underage drinking on cases of beer at a local grocery store.

On April 13, 2022, Dover Youth to Youth conducted the Sticker Shock program at Hannaford Supermarkets on Grapevine Drive. The students put stickers on cases of beer with the store's permission. The stickers warned parents that the majority of kids take their first drink from their home or the home of a friend.

On April 14, 2022, students from Dover Youth to Youth presented the *Samantha Skunk Loves Her O's* presentation to the entire 2nd grade of Woodman Park School as an assembly. The presentation taught the students about the effects of smoking anything and how smoking can negatively impact athletic performance. During the school year, each of the 3 elementary schools received this presentation, reaching over 300 students.

On April 21, 2022, for Earth Day, Dover Youth to Youth students conducted a cigarette butt clean-up around public areas in downtown Dover such as the McConnell Center, Henry Law Park and the train station. Over 3,000 cigarette butts were picked up in just one hour.



Second grade students from Woodman Park School 2nd grade receiving the Love Your Os Lung Health lesson from members of Y2Y.



Youth to Youth members swept through downtown Dover picking up over 3,000 cigarette butts for Earth Day.

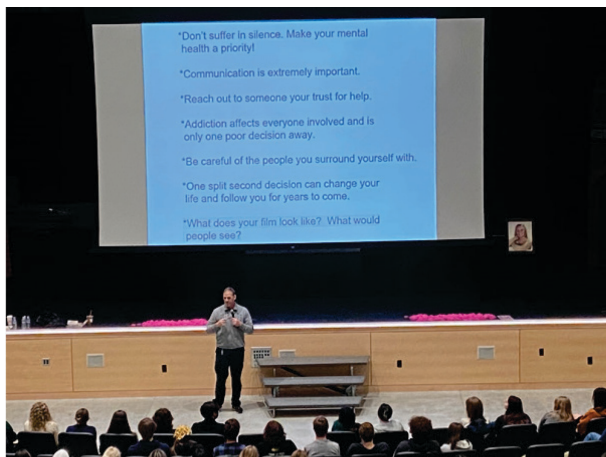
Dover Coalition for Youth: The Dover Coalition for Youth continues to support drug disposal options in the community. In addition to the semi-annual DEA take back events, the Coalition shares information on social media and throughout the community about different disposal options including a permanent drop box at Wentworth-Douglass Hospital and drug destruction bags available through the police department.

On April 30, 2022, the Dover Police Department participated in the Drug Take Back event sponsored by the DEA. The event gave the public an opportunity to dispose of unused, unneeded or expired medications. Eight boxes totaling 202.5lbs of drugs were collected then delivered to the DEA for destruction. Coalition Coordinator Vicki Harris organized the event.

The Coalition hosted a pre-prom presentation for the senior class at Dover High School. On April 14, 2022, Kathi and Chris Sullivan presented at DHS and that same evening held a parent and community presentation.



Lieutenant Mark Nadeau and Coalition Coordinator Vicki Harris during the recent Drug Take Back Day.



Former New England Patriot football player Chris Sullivan speaks to students at Dover High School.

Kathi Meyer Sullivan provided a frank discussion of underage drinking risks and the misperceptions that teens, and sometimes adults, have about alcohol. These issues are considered in the context of what happened to her daughter, Taylor, who died after attending a drinking party in the woods following a homecoming celebration.

Chris Sullivan was a professional football player who competed in two Super Bowls, including the 2002 New England Patriots championship team. But instead of celebrating his success, Chris went from the Super Bowl to battling an opioid addiction and

struggling with mental health challenges. He shares how his addiction was more powerful than his passion for the sport.

Other: The next meeting of the Police Community Engagement Committee is May 5, 2022. Agenda items will include department updates and an overview of the department's Community Response and Engagement Unit (CREU) and the group will see a presentation by the department's Police Social Worker.

The 14th annual Dover Children's Home Bowl-A-Thon was held on April 3. The event is one of DCH's largest fundraisers. Several members of the Dover Police Department organized a team and



The Guardians of the Gutters

participated in the bowl-a-thon. Dover P.D.'s team, "Guardians of the Gutters", included Detectives Martuscello, Gaudreault, Donais and Lynch, Officers Collis and Cooper, and Lt. Speidel. The team raised over \$600 toward the cause.



Chief Breault with staff members from Community Partners, the 2021 Dover Police Department Outstanding Partner Award recipients.

The Dover Police Department held its annual awards ceremony in April to recognize the efforts of our employees and partners in the community in 2021

Public Library:

Karin Mayer-Gottlob, Assistant Children's Librarian, visited 3 head start classrooms in April to perform story times, and bring them handpicked books.

Teen & Information Services Librarian Emily Ainaire was a guest speaker at Dover High School's Integrated Government class. She spoke about services the Library offers and the role that we play in our community.

April is National Poetry Month and the Dover Public Library hosted its 20th Annual Poetry Contest for ages 5 and up. 343 community members participated. Emily Ainaire worked closely with Dover's public, private and charter schools to promote this event. The final celebration, the Evening of Poetry, will be held on the Library's front lawn May 23 at 6:30pm.

The Library staff helped 18 community members with technology help through our Book-a-Librarian program. Through the statewide collaborative NHAIS system, Dover Public Library's Interlibrary Loan Dept. sent 83 volumes to other libraries and borrowed 117 from other libraries for patrons.

The Dover Public Library and the 5 Dover Public Schools share collection resources through a weekly van delivery system. In April 140 items were borrowed by the Public Library from the schools and 163 items were borrowed by the schools.

The Dover Public Library has 5,140 subscribers to its two monthly e-newsletters—Children's and Adults.

Library staff posted 176 items to its various social media platforms in April. Total social media platform followers = 13,216.

The Dover Public Library staff added 150 books to our 2 Little Free Libraries.

Public Welfare: The Welfare Director made a presentation to CASA about welfare as well as a written testimony to the state Judicial Committee concerning a pending bill.

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"

FINANCES * GRANTS * CIP

PURCHASE ORDERS – OVER \$5,000

Department/Division	PO Date	Vendor Name	Amount
Info Technology	4/6/2022	CARASOFT TECHNOLOGY CORP.	\$5,000.00
Info Technology	4/14/2022	SENSOURCE, INC.	\$14,938.00
Info Technology	4/19/2022	SHI INTERNATIONAL CORP	\$5,992.40
Community Services	4/1/2022	K5 CORPORATION	\$58,410.00
Community Services	4/1/2022	K5 CORPORATION	\$112,518.00
Community Services	4/5/2022	UNITED CONSTRUCTION & FORESTRY, LLC	\$6,369.00
Community Services	4/5/2022	WRIGHT-PIERCE	\$133,600.00
Community Services	4/5/2022	G.W. BROOKS & SON, INC.	\$488,163.00
Community Services	4/7/2022	SAVATREE, LLC.	\$5,795.00
Community Services	4/7/2022	EQUIPMENT EAST, LLC	\$7,990.00
Community Services	4/7/2022	NORMAN R. GAGNON CONSTRUCTION, LLC	\$10,000.00
Community Services	4/11/2022	SEACOAST HOUSEWORKS, LLC.	\$8,204.38
Community Services	4/15/2022	MINUTEMAN SECURITY TECHNOLOGIES, INC.	\$5,573.08
Community Services	4/25/2022	BROX INDUSTRIES, INC.	\$1,916,020.00
Community Services	4/26/2022	WILSON CONTROLS, LLC	\$5,000.00
Community Services	4/26/2022	ALLIED EQUIPMENT, LLC.	\$12,327.71
Community Services	4/27/2022	VORTEX SERVICES, LLC	\$9,750.00
Executive	4/14/2022	NATIONAL RESEARCH CENTER, INC	\$15,500.00
Fire and Rescue	4/11/2022	ASJ MOTOR CORP.	\$5,969.93
Fire and Rescue	4/12/2022	FIREMATIC SUPPLY CO., INC.	\$5,734.50
Fire and Rescue	4/12/2022	FIRE TECH & SAFETY OF NEW ENGLAND, INC.	\$7,229.00
Fire and Rescue	4/12/2022	NEW ENGLAND EMS INSTITUTE D/B/A	\$30,600.00
Planning	4/15/2022	GREEN INTERNATIONAL AFFILIATES, INC.	\$144,703.00
Police	4/5/2022	JOHNSON CONTROLS FIRE PROTECTION LP	\$8,607.94
Recreation	4/20/2022	UNITED SITE SERVICES NORTHEAST, INC.	\$6,270.00
Recreation	4/28/2022	SIEMENS INDUSTRY, INC.	\$5,366.00

BID SOLICITATION

Department	Bid #	Bid Date	Description
Community Services	B22068	4/26/2022	Catch Basin Cleaning Services
Community Services	B22062	4/27/2022	Elevator Inspection, Maintenance and Repair
Community Services	B22067	4/28/2022	Dover City Hall Clock Tower Restoration
Finance	B22065	4/4/2022	Tax Assessing Services
Recreation	B22066	4/14/2022	Indoor Pool Dehumidifier Fence Replacement

Fire & Rescue: On April 1st, Assistant Chief Spainhower & Division Chief Irwin met with the new Ambulance Committee to discuss the specifications of the ambulance to be ordered this fiscal year. The committee is made up of representatives from both the DPFFA, Local 1312 & DPFOA, Local 2909 as well as a sales representative from Sugarloaf Ambulance/Rescue Vehicles.

Chief McShane presented Dover Fire & Rescue's proposed FY 2023 operational budget to the City Council. The FY 2023 budget which included an outlay of operational expenses and a request to staff a third front-line emergency ambulance. The proposal to staff a third front-line ambulance has been a multi-year initiative, spanning three fire chiefs, in effort to increase EMS service delivery capacity within the fire department.

Planning & CDBG Department: Planning and Engineering staff worked with the Purchasing Agent to develop and release an RFP for design services for the 2015 Downtown Pedestrian and Vehicular Access Study. The RFP was shared with the 3 short listed engineering firms pre-qualified for transportation work. After review, one firm did not bid, a second firm was above the price range staff felt was reasonable for the project, and the final firm was selected. Planning staff forwarded necessary materials to the final firm in January. A kick off meeting was held on March 14 and a downtown site walk occurred on April 12 between the consultant and Planning and Engineering Staff and the Deputy City Manager where various intersections and traffic patterns were observed and potential design improvements were discussed.

Community Trail: Phase III of the Community Trail is complete. Director Benton is working with the consultant, NHDOT, and Finance staff to on necessary reimbursement and close out documents.

For phase IV, Planning Staff is working with NHDOT on potential extra funding to be able to expand the feasibility research for a preferred alternative route on the southern side of the Bellamy River and crossing the Bellamy River further into Bellamy Park to then continue to Route 155. The Council authorized the contract for Fuss and O'Neil to design the trail in this area. A change-order would be brought to the City Council after hearing from NHDOT about funding.

Mark II Solar System: Director Benton worked with staff from IT/GIS and the City Engineer to put together a site plan for the Voyage Mark II Solar System installation on the Community Trail. Director Benton submitted all the necessary documents to have Dover become one of 10 Generation 1 of Voyage Communities in North America. The solar system should be added to the Community Trail starting at Fisher Street and heading

towards Central Avenue this spring. In September, contract documents were drafted by NCESSE and were signed by the City Manager. Installation should occur next summer but supply chain issues may cause delay. Staff is staying in touch with NCESSE.

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.

Public Library: The Dover Public Library roof replacement is underway! The old slate shingles have been removed from parts of the building and ice & water shield has been applied. The Library is completely surrounded by staging, but we will remain open during the project. Watch our Facebook page for updates.



Passport application processing fees provide a continuing source of revenue for the Library. We processed 44 applications in April generating \$1,540 in revenue.

Public Welfare Department: \$2005.52 was spent in assistance to clients during the month of April. This is an average of \$688.84 per client assisted.

City of Dover

Revenues of Major Funds April 30, 2022

(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	\$ 96,419,603	350,506	51,339,339	53.0%	\$ 45,080,264	\$ -	\$ 45,080,264	47.0%
Licenses & Permits	7,020,899	742,551	6,115,041	87.0%	905,858	-	905,858	13.0%
Intergovernmental	3,310,543	122	2,859,943	86.0%	450,600	-	450,600	14.0%
Charges for Services	4,476,524	303,564	4,006,993	90.0%	469,531	(10,260)	479,791	11.0%
Miscellaneous Revenue	536,199	21,861	1,007,805	188.0%	(471,606)	(1,994)	(469,612)	-88.0%
Education	18,182,086	3,458,716	17,002,256	94.0%	1,179,830	(150)	1,179,980	6.0%
Operating Transfers In	414,000	-	-	0.0%	414,000	-	414,000	100.0%
Other Financing Sources	174,900	-	-	0.0%	174,900	-	174,900	100.0%
Sub-total : 1000 General Fund	\$ 130,534,754	4,877,321	82,331,377	63.0%	\$ 48,203,377	\$ (12,404)	\$ 48,215,781	37.0%
3213 Parking Activity Fund								
Licenses & Permits	\$ 240,000	16,219	298,566	124.0%	(58,566)	\$ -	\$ (58,566)	-24.0%
Parking Income	860,325	92,112	753,447	88.0%	106,878	-	106,878	12.0%
Parking Fines	180,000	20,130	159,377	89.0%	20,623	-	20,623	11.0%
Other Financing Sources	0	-	-	0.0%	-	-	0	0.0%
Sub-total : 3213 Parking Activity Fund	\$ 1,280,325	128,461	1,211,391	95.0%	\$ 68,934	\$ -	\$ 68,934	5.0%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 12,380	-	-	0.0%	\$ 12,380	\$ -	\$ 12,380	100.0%
Charges for Services	1,783,105	115,820	1,370,946	77.0%	412,159	-	412,159	23.0%
Miscellaneous Revenue	0	2,484	17,282	0.0%	(17,282)	-	(17,282)	0.0%
Other Financing Sources	0	-	-	0.0%	0	-	0	0.0%
Sub-total : 3320 Residential Solid Waste	\$ 1,795,485	118,303	1,388,228	77.0%	\$ 407,257	\$ -	\$ 407,257	23.0%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 726,063	62,794	618,867	85.0%	\$ 107,196	\$ -	\$ 107,196	15.0%
Operating Transfers In	139,664	8,712	87,124	62.0%	52,540	-	52,540	38.0%
Sub-total : 3381 McConnell Center	\$ 865,727	71,507	705,991	82.0%	\$ 159,736	\$ -	\$ 159,736	18.0%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 430,420	58,546	287,343	67.0%	\$ 143,078	\$ -	\$ 143,078	33.0%
Miscellaneous Revenue	11,500	180	3,038	26.0%	8,462	-	8,462	74.0%
Operating Transfers In	20,000	-	-	0.0%	20,000	-	20,000	100.0%
Other Financing Sources	-	-	-	0.0%	0	-	0	0.0%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 461,920	58,726	290,381	63.0%	\$ 171,540	\$ -	\$ 171,540	37.0%
5300 Water Fund								
Intergovernmental	\$ 2,500	-	-	0.0%	\$ 2,500	\$ -	\$ 2,500	100.0%
Charges for Services	6,298,328	151,323	4,479,472	71.0%	\$ 1,818,856	-	1,818,856	29.0%
Miscellaneous Revenue	70,500	4,065	98,979	140.0%	(28,479)	-	(28,479)	-40.0%
Other Financing Sources	87,500	-	-	0.0%	87,500	-	87,500	100.0%
Sub-total : 5300 Water Fund	\$ 6,458,828	155,389	4,578,451	71.0%	\$ 1,880,377	\$ -	\$ 1,880,377	29.0%
5320 Sewer Fund								
Intergovernmental	\$ 28,394	-	16,994	60.0%	\$ 11,400	\$ -	\$ 11,400	40.0%
Charges for Services	8,394,291	228,841	6,342,242	76.0%	2,052,049	-	2,052,049	24.0%
Miscellaneous Revenue	57,000	3,675	67,366	118.0%	(10,366)	-	(10,366)	-18.0%
Other Financing Sources	520,992	-	-	0.0%	520,992	-	520,992	100.0%
Sub-total : 5320 Sewer Fund	\$ 9,000,677	232,516	6,426,602	71.0%	\$ 2,574,075	\$ -	\$ 2,574,075	29.0%
6100 Dovernet Fund								
Charges for Services	\$ 1,342,533	112,274	1,123,151	84.0%	\$ 219,382	\$ -	\$ 219,382	16.0%
Miscellaneous Revenue	25,000	-	75,000	300.0%	(50,000)	-	(50,000)	-200.0%
Operating Transfers In	-	-	-	0.0%	0	-	0	0.0%
Other Financing Sources	-	-	-	0.0%	0	-	0	0.0%
Sub-total : 6100 Dovernet Fund	\$ 1,367,533	112,274	1,198,151	88.0%	\$ 169,382	\$ -	\$ 169,382	12.0%
Total : REVENUES	\$ 151,765,249	5,754,497	98,130,571	65.0%	\$ 53,634,678	\$ (12,404)	\$ 53,647,082	35.0%

City of Dover

Expenditures of Major Funds

April 30, 2022

(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	\$ 489,497	\$ 9,431	\$ 150,642	31.0%	\$ 338,855	\$ 8,739	\$ 330,116	67.4%
Executive	1,845,857	138,197	1,689,102	92.0	156,755	286,449	(129,693)	(7.0)
Finance	2,257,714	160,080	1,770,903	78.0	486,811	258,925	227,886	10.1
Planning	928,562	54,270	613,429	66.0	315,133	99,305	215,829	23.2
Misc General Government	1,126,566	72,561	725,481	64.0	401,085	86,555	314,531	27.9
Police	9,992,496	604,228	7,229,993	72.0	2,762,503	851,588	1,910,915	19.1
Fire & Rescue	10,349,292	704,911	8,421,867	81.0	1,927,425	1,025,326	902,099	8.7
Community Service Public Works	9,117,013	391,373	4,716,158	52.0	4,400,855	2,204,776	2,196,079	24.1
Recreation	2,824,966	209,313	2,118,138	75.0	706,828	412,990	293,839	10.4
Public Library	1,592,814	111,037	1,205,006	76.0	387,808	188,253	199,555	12.5
Public Welfare	812,413	21,521	259,055	32.0	553,358	44,303	509,056	62.7
Debt Service	6,208,772	-	1,973,575	32.0	4,235,197	3,662,066	573,132	9.2
Other Financing Sources/Uses	3,755,288	130,257	3,494,774	93.0	260,514	-	260,514	6.9
School	69,685,360	6,359,254	47,502,487	68.0	22,182,873	20,229,285	1,953,588	2.8
Intergovernmental	9,548,144	-	9,548,144	100.0	-	-	-	0.0
Sub-total : 1000 General Fund	\$ 130,534,754	\$ 8,966,433	\$ 91,418,752	70.0%	\$ 39,116,002	\$ 29,358,558	\$ 9,757,444	7.5%
3213 Parking Activity Fund								
Police	\$ 1,280,325	\$ 66,715	\$ 628,111	49.0%	\$ 652,214	\$ 142,353	\$ 509,862	39.8%
Sub-total : 3213 Parking Activity Fund	\$ 1,280,325	\$ 66,715	\$ 628,111	49.1%	\$ 652,214	\$ 142,353	\$ 509,862	39.8%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,963,620	\$ 126,791	\$ 1,102,697	56.0%	\$ 860,922	\$ 778,125	\$ 82,797	4.2%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,963,620	\$ 126,791	\$ 1,102,697	56.2%	\$ 860,922	\$ 778,125	\$ 82,797	4.2%
3381 McConnell Center Fund								
Recreation	\$ 865,727	\$ 39,863	\$ 366,852	42.0%	\$ 498,875	\$ 440,175	\$ 58,700	6.8%
Sub-total : 3381 McConnell Center Fund	\$ 865,727	\$ 39,863	\$ 366,852	42.4%	\$ 498,875	\$ 440,175	\$ 58,700	6.8%
3410 Recreation Special Revenue Fund								
Recreation	\$ 461,920	\$ 10,183	\$ 187,885	41.0%	\$ 274,035	\$ 52,998	\$ 221,037	47.9%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 461,920	\$ 10,183	\$ 187,885	40.7%	\$ 274,035	\$ 52,998	\$ 221,037	47.9%
5300 Water Fund								
Community Service Public Works	\$ 6,739,228	\$ 363,948	\$ 5,124,703	76.0%	\$ 1,614,524	\$ 566,588	\$ 1,047,937	15.5%
Sub-total : 5300 Water Fund	\$ 6,739,228	\$ 363,948	\$ 5,124,703	76.0%	\$ 1,614,524	\$ 566,588	\$ 1,047,937	15.5%
5320 Sewer Fund								
Community Service Public Works	\$ 9,187,322	\$ 524,020	\$ 6,754,507	74.0%	\$ 2,432,815	\$ 1,010,971	\$ 1,421,844	15.5%
Sub-total : 5320 Sewer Fund	\$ 9,187,322	\$ 524,020	\$ 6,754,507	73.5%	\$ 2,432,815	\$ 1,010,971	\$ 1,421,844	15.5%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 1,890,978	\$ 122,168	\$ 869,839	46.0%	\$ 1,021,139	\$ 514,757	\$ 506,382	26.8%
Sub-total : 6100 Dovernet Fund	\$ 1,890,978	\$ 122,168	\$ 869,839	46.0%	\$ 1,021,139	\$ 514,757	\$ 506,382	26.8%
Total : EXPENDITURES	\$ 152,923,873	\$ 10,220,121	\$ 106,453,346	69.6%	\$ 46,470,527	\$ 32,864,524	\$ 13,606,003	8.9%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) April 30, 2022

	<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	1,207,650	90,174	1,043,745	86.4	163,905	0	163,905	13.6
Expenditures	1,240,329	102,107	888,475	71.6	351,854	242,015	109,839	8.9
Debt Service								
Principal	25,000	-	-	-	25,000	0	25,000	100.0
Interest	594	-	-	-	594	0	594	100.0
	(58,273)	(11,933)	155,270	15	(213,543)	(242,015)	28,472	(195)

5. Workforce Focused Outcomes

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

TRAINING * STAFFING

Employee Anniversaries – May 2022

Employee Name	Department/Division	Years of Service
Boulanger, William L	Public Works	34
Pilewski, Patrick M	Public Works	34
Clark, Ann M	Police	32
Boucher, Joseph M	Public Works	25
Ladisheff, Kathy M	Police	25
Irwin, Keith D	Fire	24
Purpura, William J	Public Works	23
Babel, Patrick C	Fire	22
Stevens, Jamie S	Public Works	21
Glidden, Jean M	Planning	19
Harris, Victoria H	Police	18
Madden, Kevin J	Finance	16
Donnelly, Christopher J	Fire	11
Travaglini, Matthew P	Police	11
Hitchcock, Christopher W	Recreation	10
Gaudreault, Adam R	Police	9
Harnish, Matthew B	Police	9
Vansylvong, Jerrica A	Finance	9
Ainaire, Emily M	Library	7
Higgins, Joanna M	Library	7
Arbeau, Allen	Executive	6
Holt, Hunter S	Fire	6
Bouchard, Jared P	Fire	5
Calderone, James M	Fire	5
Bernier, Amy S	Finance	3

APRIL SEPARATIONS: 2

- 1 Community Services
- 1 Recreation

APRIL NEW HIRES: 8

- 1 Community Services
- 1 Fire
- 2 Planning
- 1 Police
- 2 Recreation
- 1 Welfare

Community Services:

Jordan Chambers, Maintenance Mechanic, attended the Wastewater Certification Prep Course sponsored by the Northeast Water & Wastewater Training Associates. This six-day course was held in Franklin, NH.

Michael Banester, Utilities Foreman, Jordan Chambers, Maintenance Mechanic, Ryan Grass, Maintenance Mechanic II, Matt Mitchel, Truck Driver, Ben Murphy, Heavy Equipment Operator, Ross Roy, Maintenance Mechanic II, and John Ward, Heavy Equipment Operator, attended the Water Operator Exam Preparation Course sponsored by the New Hampshire Water Works Association. This four-day course was held in Concord.

Patrick Pilewski, Pump Station Operator II, attended the Fundamental of Cross Connection Control course sponsored by the New England Water Works Association. This course was held online.

Bill Boulanger, Deputy Director, and Jamie Stevens, Pump Station Operator III, attended the Leadership Roundtable class sponsored by the New Hampshire Water Works Association. This course was held in Rochester.

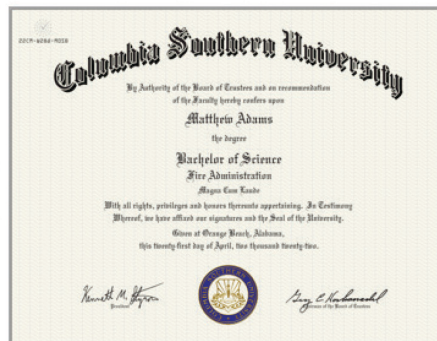
Patrick Pilewski, Pump Station Operator II, attended the Ethics and Water System Operations course sponsored by the New England Water Works Association. This course was in Madbury.

Finance Department: On 4/12, Assessing Clerk Robina Parise and City Assessor Donna Langley attended the New Hampshire Association of Assessing Officials (NHAAO) education session in Concord. The presentation was on veterans' documentations in relation to the Veterans' Tax Credit. It was a military discharge presentation about reading DD-214's and Other Veterans Documentation, the speaker was Chris Derry, Director of Veterans' Services, Town of Tyngsborough, MA.

In April 2022, Deputy Finance Director, Ann Legere began a six-month long Government Accounting Certificate Program hosted by the New Hampshire Government Finance Officers Association (NHGFOA). Sessions includes government accounting updates, Department of Revenue Administration and Auditors presentations, internal controls, risk management, public service funding, budgeting and attendance at the NHGFOA conference.

Fire & Rescue: Chief McShane attended training on organizational & personnel management. Topics discussed included concepts of personnel and cultural behavior.

On April 21st, Lieutenant Matt Adams graduated from Columbia Southern University where Lt. Adams earned a Bachelor's of Science in Fire Administration.



Congratulations to Lt. Adams for graduating with high honors, Magna Cum Laude.



Deputy Chief Craig Chabot
22 Years

Chief McShane is pleased to announce the promotion of Division Chief Craig Chabot to Deputy Chief of Fire & Rescue. Deputy Chief Chabot's career spans 25 years and has served the citizens of Dover for 22 years. Within that time Deputy Chief Chabot has held the positions of Firefighter, Paramedic & SWAT team medic, Lieutenant, Captain, Division Chief and now Deputy Chief. Deputy Chief Chabot holds an Associate's degree in Fire Science Technology from the Lakes Region Community College and is currently pursuing a Bachelor's degree in Fire Service Administration at Granite State College, he also holds various certifications including Fire Investigator, Fire Officer, Fire Instructor, and Incident Safety Officer.

Please join me in congratulating Deputy Chief Chabot in this exceptional achievement.

Please welcome Probationary Firefighter Andrew Riotto to the Dover Fire & Rescue family. Firefighter Riotto began employment on April 4th, and is currently assigned to "B" Shift at the North End Station.

In April, three members of Dover fire & Rescue enrolled in paramedic school. All three members have begun classwork in April and will soon begin their clinical rotations and numerous medical facilities. The 18 month-long paramedic program includes 700+ hours of classroom lecture and practical skills labs, and 1,000 hours of clinical attendance at various medical facilities and EMS agencies.



Probationary Firefighter
Andrew Riotto

Congratulations on your acceptance into the paramedic program:



FF/AEMT Brandon Cunningham



FF/AEMT John Demers



FF/AEMT Cole Poth

Dover Fire & Rescue now has five personnel attending paramedic school. Considering the national shortage of paramedics, paramedic programs, and paramedic students, this is a remarkable accomplishment for the City of Dover.

Planning Department:

The Planning and Community Development Department welcomed two new staff members in April. On April 6 Mike Asciola started as an Assistant City Planner responsible for assisting with the Technical Review Committee and supporting the Planning Board along with transportation related efforts and GIS.

Erin Bassegio started as the Outreach Coordinator on April 11th helping with a broader outreach of the efforts of the Department and long-range planning including updating and implementing the Master Plan.

Director Benton attended the American Planning Association's national planning conference April 30th to May 3 attending sessions on topics such as affordable housing, planning for artificial intelligence, placemaking, public art, using biometrics for transportation improvements, communication, equity, wildlife corridors, and organizational change.

Police Department: Officer Morgan Morse continues to split her time between field training and required classes as part of the NH law package portion of the full-time NH Police Standards and Training Academy. Officers Erin Driscoll and Jacob Watkins continue to attend the full-time NH Police Standards and Training Academy and will graduate in late May.

Dispatcher Marie Palaima was hired in the month of April to fill one of the vacant full time positions in the public safety dispatch center. Marie lives in West Newfield, Maine with her husband and daughter. Marie has an Associate Degree in Criminal Justice from Southern Maine Community College, is a former EMT, and most recently worked at the Portsmouth Naval Ship Yard.



Marie Palaima
Dispatcher

On April 4, Officer David Collis and Greg Turner attended Crisis Intervention Team Refresher. The refresher course to the full CIT program emphasizes a continuing partnership between law enforcement, the mental health system, and law enforcement family members. Captain Terlemezian, who is also certified in CIT, was a member of the panel discussion during the refresher training.

From April 11-15, Officer Molly Shoer attended Crisis Intervention Training. This interactive training is facilitated by the New Hampshire chapter of the National Alliance on Mental Illness (NAMI-NH) to provide extensive information on people living with mental illness – primarily focusing on those that commonly result in law enforcement contact. The training also provided techniques for de-escalation during these interactions with the safety of all involved being the primary goal. The department has committed to training 100% of our officers in CIT. At this point, more than 50% of all sworn officers have been through the 40-hour training.

From April 4-6, Officer Juel Cooper attended Advanced Hostage/Crisis Negotiation training. The course provided advanced knowledge and techniques utilized in crisis negotiations and intervention. It focused on both legal and civil liabilities, negotiations with the mentally ill, negotiations with kidnappers, identifying high-risk indicators, and courtroom testimony. Officer Cooper is the crisis negotiation team leader for the Strafford County Regional Tactical Operations Unit.

From April 7-8, Social Worker Kaitlin Jones attended a two-day virtual conference entitled Hold on to Hope, which was conducted by the National Alliance on Mental Illness (NAMI). The course was intended to help increase awareness of resources for all stages and ages of mental health. Attendees learned ways to reduce stigma and discrimination, learned to understand the many forms mental health recovery takes; learned individual advocacy, and studied how mental health is connected to overall health and well-being.

From April 11-15, Officer Adin Sobel attended Basic Drug Investigation. The course is designed to help prepare officers for more advanced awareness and techniques in handling narcotics investigations. Attendees received training on common street drug identification, paraphernalia, and current terminology.

On April 18, Officers Juel Cooper and David Collis and Sergeant Alex Mitrushi attended Critical Incident Stress Debrief Scenario Based Training. This was a facilitator led group process conducted in the aftermath of a traumatic event with individuals considered to be under stress from trauma exposure.

From April 18-21, Police Social Worker Kaitlin Jones attended the Prescription Drug Abuse and Heroin Summit. This conference focused on the connections between different types of medications for opioid use disorder treatment and patient characteristics, examining their impact on the likelihood of illicit opioids use and overdose.

From April 19-21, Sergeant Alex Mitrushi attended the Youth Mental Health First Aid Instructor course. This instructor certification training provided in-depth instruction and training to include self-paced pre-work, a written exam and a presentation that evaluated each candidate's ability to present to the variety of audiences.

On April 12, Animal Control Officer Kathy Ladisheff attended a webinar on the subject of Avian Flu. The course focused on the symptoms of the Avian Flu and the multiple bird species that it can effect.

From April 26-28, Detective Adam Gaudreault attended the National Cyber Crime Conference. The conference featured hundreds of live and pre-recorded session on diverse digital evidence and cybercrime topics delivered by top experts in the field.

On April 19, Lt. Speidel, Records Supervisor Diana Wingren, and Records Secretaries Lisa Crowley and Ann Marie Cummings attended a training session on the NIBRS (National Incident Based Reporting System) facilitated by representatives of CSI, the agency's records management system.

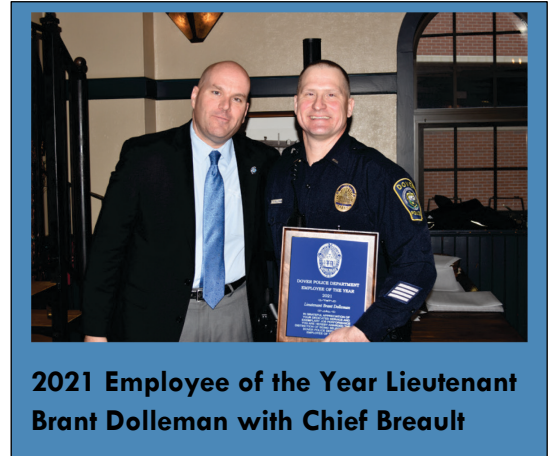
Officer Dunne, Officer Shoer, Sgt. Mitrushi and DPD social worker Kaitlyn Jones attended ACEs training on April 22, 2022. The group learned about Adverse Childhood Experiences (ACEs), which can have a strong impact on a child's ability to cope and navigate through life in a positive way.

For the entire month of April, Officer Timothy David attended the Patrol K9 Handlers Course coordinated by the Boston, MA Police Department. Officer David, who was recently assigned to the role of K9 officer, will take this four-month course where he and his canine – a one-year-old Belgian Malinois named "Vision" – are seeking certification for patrol.

Sergeant Mitrushi attended an annual Crisis Intervention Team (CIT) refresher training as well as a 3-day Youth Mental Health First Aid Instructor Training. Sergeant Mitrushi is now certified to instruct both officers and the public on ways to provide "first aid" to young people experiencing a mental health challenge. The training helps parents, caregivers, and those who interact with young people the ability to recognize when someone is experiencing a mental health challenge and provide them with ways to help that young person get the appropriate resources they need.

The Dover Police Department held its annual awards ceremony in April to recognize the efforts of our employees and partners in the community in 2021. Below is a list of those recognized at the banquet and the awards they received.

Lt. Brant Dolleman- Employee of the Year
Officer David Collis- Chief Daniel Smith Award
Dispatcher John Nelson- Chief Daniel Smith Award
Officer Chris Gibbons- Traffic Officer of the Year Award
Officer Adin Sobel- Looking Beyond the Traffic Stop Award
Officer Luis Berdecia- Mission Award
Detective Adam Gaudreault- Exceptional Service Award
Officer Bryon Gore- Community Officer of the Year
Vicki Harris- Creative Innovation Award
Community Partners- Outstanding Partner Award



Public Library:

Aidan Sonia-Bolduc attended Emergent Technology in Libraries.

Karin Mayer-Gottlob, Assistant Children's Librarian, attended Novelist's Summer Read Kick-off training.

Emily Ainaire, Teen & Information Services Librarian, attended School Library Journal's Spring YA Book Buzz, Infopeople's Welcoming Generation Z to Our Libraries, and a Museum of Science training called Engineering is Everywhere.

Carrie Tremblay, Reference Librarian, attended training on Digital Collections at Your Library: Community, Culture and Connection.

In April Library Director, Denise LaFrance, attended training on Preparing for Book/Program Challenges.

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.”

ENVIRONMENTAL * PRESERVATION

Resilience Coordinator Kaspari met with Colin Lentz from SRPC on April 1st to discuss potential plans for expanding public EVSE in Dover.

Resilience Coordinator Kaspari completed a projection analysis to highlight the potential impact that a rooftop solar array would have on the electricity load of the Dover Ice Arena.

Resilience Coordinator Kaspari made progress on the Citywide Resilience Plan.

Resilience Coordinator Kaspari met with Robert Dolan who helps facilitate the Property Assessed Clean Energy program for Massachusetts to gain insight on the possibility of bringing a similar program to New Hampshire.

Resilience Coordinator Kaspari working with Purchasing Agent Simmons on an RFQ for an updated survey of the River Run Wildlife Management Area.

Resilience Coordinator Kaspari presented during the NH Department of Business and Economic Affairs monthly PLAN webinar on April 21st, on the amendments and supporting analysis to Dover’s Sight Review Regulations regarding EVSE.

Resilience Coordinator Kaspari met with Dan Spracklin, CEO of SoMAX on April 22nd to discuss if their HTC solution may be a viable option for energy recovery at the Dover WWTF.

Resilience Coordinator Kaspari attended a CAW Talks webinar focused on the success that Hampton has had with a regular working group focused on coastal resiliency.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 11, 2022**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Thibodeaux led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Carrier, Deputy Mayor Shanahan, Councilor Cullen, Councilor Hackett, Councilor Hinkel, Councilor Muffett-Lipinski, Councilor Nemeth, Councilor Thibodeaux, and Councilor Williams.

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

5. PROCLAMATIONS/AWARDS

Mayor Carrier read a proclamation for AANHPI Heritage Month.

6. APPROVAL OF AGENDA

Deputy Mayor Shanahan moved to approve the Agenda as presented; seconded by Councilor Hinkel.

Vote: 9/0.

7. PUBLIC HEARINGS

A. CHAPTER 9 – BOARDS AND COMMISSIONS, SECTION 25 SPONSORED BY COUNCILOR NEMETH

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

B. CHAPTER 141 – VEHICLES AND TRAFFICS, SECTION 42 SCHEDULE C SPONSORED BY MAYOR CARRIER BY REQUEST

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

8. PUBLIC FORUM

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

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing, which includes updates from the City Attorney, Business Development, Parking and COAST for both March and April.

Deputy Mayor Shanahan moved to accept the City Manager's Report; seconded by Councilor Muffett-Lipinski.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 11, 2022**
Meeting Time: **7:00 pm**

10. APPROVAL OF MINUTES

- A. April 27, 2022 – Workshop Session**
- B. April 27, 2022 – Regular Meeting**
- C. May 4, 2022 – Workshop Session**
- D. May 4, 2022 – Special Meeting**

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

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Carrier said Dover is listed as one of the top five places to live in New Hampshire Magazine. He listed events he attended in the past couple weeks. He said Saturday was Dover Clean Up Day.

Deputy Mayor Shanahan listed ribbon cutting events he attended.

Deputy Mayor Shanahan moved to accept the Mayor's Report; seconded by Councilor Hackett.

Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 9 – BOARDS AND COMMISSIONS, SECTION 25 SPONSORED BY COUNCILOR NEMETH

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Nemeth. Councilor Nemeth gave an overview of the Ordinance to the Council.

Roll Call Vote: 9/0.

2. CHAPTER 141 – VEHICLES AND TRAFFICS, SECTION 42 SCHEDULE C SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Muffett-Lipinski. Roll Call Vote: 9/0.

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. PURCHASE OF STREET SWEEPER SUPPLIES, EQUIPMENT AND SERVICE THROUGH ALLIED EQUIPMENT, LLC - SOLE SOURCE PURCHASE
SPONSORED BY MAYOR CARRIER BY REQUEST**
- 2. PURCHASE OF EXCAVATOR AND TRACTOR SUPPLIES, EQUIPMENT AND SERVICE THROUGH CHADWICK BAROSS, INC - SOLE SOURCE PURCHASE
SPONSORED BY MAYOR CARRIER BY REQUEST**



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 11, 2022**
Meeting Time: **7:00 pm**

3. AUTHORIZATION TO ACCEPT AND EXPEND NEW HAMPSHIRE CHARITABLE FOUNDATION GRANT

SPONSORED BY MAYOR CARRIER BY REQUEST

4. ACCEPTANCE OF DOVER 400 WAYFINDING SIGNS

SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

- | | |
|---|--|
| 1. School Board (Muffett-Lipinski) | 16. Ordinance Committee (Shanahan) |
| 2. Planning Board (Cullen) | 17. Parking Commission (Hinkel) |
| 3. Appointments Committee (Williams) | 18. Pool Advisory Committee (Hackett) |
| 4. Arena Commission (Hackett) | 19. Racial Equity and Inclusion Ad-Hoc Committee (Nemeth) |
| 5. Arts Commission (Nemeth) | 20. Recreation Advisory Board (Shanahan) |
| 6. Board of Health (Thibodeaux) | 21. Solid Waste Advisory Commission (Muffett-Lipinski) |
| 7. Collaborative City Council and School Board (M-Lipinski) | 22. Transportation Advisory Commission (Williams) |
| 8. Conservation Commission (Williams) | 23. Waterfront TIF Advisory Board (Shanahan) |
| 9. Downtown TIF Advisory Board (Hinkel) | 24. Joint Building Committee – DHS (Carrier) |
| 10. Energy Commission (Thibodeaux) | 25. COAST (Shanahan) |
| 11. Graffiti Management Ad Hoc Committee (Nemeth) | 26. Cocheco Waterfront Development Advisory Committee (Carrier) |
| 12. Heritage Commission (Nemeth) | 27. Dover Main Street (Carrier) |
| 13. Legislative Liaison (Shanahan) | 28. Strafford Regional Planning Commission (Williams) |
| 14. Library Board of Trustees (Thibodeaux) | 29. Government Affairs (Carrier) |
| 15. McConnell Center Advisory Committee (Thibodeaux) | |

Deputy Mayor Shanahan moved for the adoption of the Consent Calendar; seconded by Councilor Hackett.

Roll Call Vote: 9/0.

Councilor Nemeth gave an overview of the Graffiti Management Ad-Hoc Committee Report to the Council.

Councilor Nemeth gave an overview of the Heritage Commission Report to the Council.

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

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

Councilor Hinkel gave an overview of the Parking Commission Report to the Council.

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

Deputy Mayor Shanahan gave an overview of the Recreation Advisory Board Report to the Council.

Deputy Mayor Shanahan gave an overview of the COAST Report to the Council.

B. RESOLUTIONS

1. PROCLAIMING MAY 21, 2022 KIDS TO PARKS DAY

SPONSORED BY COUNCILOR HINKEL

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

Councilor Hinkel gave an overview of the resolution to the Council.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 11, 2022**
Meeting Time: **7:00 pm**

2. AMEND CITY COUNCIL CITY FINANCIAL POLICIES – ANNUAL EVALUATION AND RECOMMENDATION TO RESOLVE SPECIAL REVENUE AND CAPITAL PROJECTS DEFICIT FUND BALANCES.

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Muffett-Lipinski.
City Manager Joyal gave an overview of the resolution to the Council.

Roll Call Vote: 9/0.

3. TECHNICAL CORRECTION TO THE FISCAL YEAR 2023 TOTAL ADOPTED ALL FUNDS BUDGET AMOUNT

SPONSORED BY MAYOR CARRIER BY REQUEST

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

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

4. PURCHASE OF TWO (2) AERZEN D98S HYBRID PACKAGES FOR THE AERATION BLOWER 1 & 2 UPGRADE PROJECT THROUGH AERZEN USA CORPORATION

SPONSORED BY MAYOR CARRIER BY REQUEST

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

Roll Call Vote: 9/0.

5. FISCAL YEAR 2022 TRANSFER OF APPROPRIATION – GENERAL FUND

SPONSORED BY MAYOR CARRIER BY REQUEST

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

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

Roll Call Vote: 9/0.

6. AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES ARPA GRANT FOR HUGHES WELL AND FRENCH CROSS ROAD TREATMENT PLANT

(TO BE REFERRED TO A PUBLIC HEARING ON MAY 25, 2022.)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to refer to a Public Hearing on May 25, 2022; seconded by Councilor Muffett-Lipinski.

Vote: 9/0.

7. DISSOLUTION OF PRIOR YEARS' CAPITAL PROJECT FUNDS INTO THE GENERAL FUND (TO BE REFERRED TO A PUBLIC HEARING ON MAY 25, 2022.)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to refer to a Public Hearing on May 25, 2022; seconded by Councilor Muffett-Lipinski.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 11, 2022**
Meeting Time: **7:00 pm**

- 8. FISCAL YEAR 2022 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
(TO BE REFERRED TO A PUBLIC HEARING TO BE HELD ON MAY 25, 2022, WITH COUNCIL VOTE TO OCCUR ON JUNE 8, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Shanahan moved to refer to a Public Hearing on May 25, 2022; seconded by Councilor Hinkel.
Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Thibodeaux said she will be holding her Coffee with a Councilor this Saturday.

Councilor Nemeth discussed the 99 Faces Project at Dover High School.

Mayor Carrier noted that a DHS Civics Class will be held in the McConnell Center in the morning, May 12, 2022. Local officials will discuss and answer questions regarding Local Government.

16. ADJOURN

Councilor Muffett-Lipinski moved to adjourn.
Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2022.05.11 – 105**

Resolution Re: Authorization to Accept and Expend the NH Department of Environmental Services ARPA Grant for Hughes Well and French Cross Road Water Treatment Plant

WHEREAS: The City has received notice from the New Hampshire Department of Environmental Services (NHDES) of an award of American Rescue Plan Act (ARPA) grant funds in the amount of \$50,000 to be utilized for eligible costs for the 2022-2024 Strategic Planning at Hughes Well and the French Cross Road Water Treatment Plant, contingent upon Governor and Executive Council approval; and

WHEREAS: The scope of work includes developing a comprehensive plan for iron and manganese treatment upgrades at the Hughes and Bouchard Wells. The grant application requests engineering/consulting services in the amount of \$50,000.00 and lists no match required; and

WHEREAS: In adhering to the requirements established by the NHDES and per NH RSA 31:95-b and RSA 21-P:43, authorization by the City Council to apply for, accept, and expend ARPA funds for eligible project costs is needed; and

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

In accordance with NH RSA 31:95-b and RSA 21-P:43, the City Manager is authorized to apply for, accept, and expend ARPA grant funds allocated to the City of Dover for Strategic Planning projects and any funding received is hereby appropriated for said purposes. The City Council, in a majority vote, accepts the terms and requirements of the Grant, and authorizes the City Manager to sign all necessary paperwork for the grant as well as contract(s) with a vendor, consistent with the authority herein.

AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible costs identified in the NHDES ARPA grant, the Purchasing Agent is hereby authorized to issue Purchase Orders as set forth in the duties and responsibilities of Dover Code Chapter V, Purchasing Procedure. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
TBD	NHDES 2022-2024 Strategic Planning Grant	50,000.00	50,000.00

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2022.05.11 – 105**

Resolution Re: Authorization to Accept and Expend the NH Department of Environmental Services ARPA Grant for Hughes Well and French Cross Road Water Treatment Plant

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

DOCUMENT HISTORY:

First Reading Date: 05/11/2022
Approved Date:

Public Hearing Date: 05/25/2022
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2022.05.11 – 105**

Resolution Re: Authorization to Accept and Expend the NH Department of Environmental Services ARPA Grant for Hughes Well and French Cross Road Water Treatment Plant

RESOLUTION BACKGROUND MATERIAL:

The goal of this project is to develop a comprehensive plan for iron and manganese treatment for the Bouchard Well and Hughes Well. A conceptual evaluation was completed by Underwood Engineers for the City in January 2021 to evaluate a connection of the Hughes Well to the French Cross Road Treatment Plant, which currently serves the Bouchard well. Iron and manganese exceed secondary maximum contaminant levels (SMCLs) in both wells. The Hughes Well does not have any treatment currently for iron and manganese, and manganese exceeds the 0.1 mg/L notification level that will be in effect in 2022 in NH. The Bouchard well has levels of manganese above the new NH MCL of 0.3 mg/L. While these are currently treated, the raw iron and manganese levels are considerably higher than the original design basis for the French Cross Road Water Treatment Plant.

The January 2021 evaluation found that a major plant upgrade including a replacement treatment system would be needed to address aging equipment, inability to recycle water, and support connection of the Hughes Well. In a separate study, the City's hydrogeologist is reviewing the sustainable yield of the Hughes and Bouchard wells, which will impact the required design treatment capacity. Further work is needed to refine the scope and cost of improvements to allow the City to commit to final design.

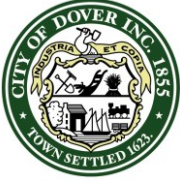
PROJECT GOALS

The proposed strategic planning work will allow the City to plan for implementation by providing a clearer picture of the cost-effective improvements and costs. Centralized treatment with Greensand Plus filtration for both wells at the French Cross Road facility is assumed based on previous studies, including new raw water main from Hughes well. The goals of this project are to:

- Identify a recommended long-term approach for treatment based on factors such as feasibility, cost-effectiveness, reliability, and operational considerations.
- Refine the scope of work, costs, and schedule for improvements at the French Cross Road facility.
- Identify next steps for final design, including field work including pilot studies, topographical survey, and subsurface investigations.

The City has been notified by NHDES that a \$50,000 ARPA grant is awarded to the City to complete the 2022-2024 Strategic Planning Grant Program.

This resolution authorizes acceptance of the NHDES ARPA grant in the amount of \$50,000 and appropriates that amount to contract with a qualification based selection (QBS) vendor to perform the evaluations. There is no City match required for the grant. Upon a QBS vendor being approved by NHDES, the Purchasing Agent will issue a PO for up to \$50,000 for the scope of work.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2022.05.11 – 106**

Resolution Re: Dissolution of Prior Years' Capital Project Funds into the General Fund

WHEREAS: On an annual basis the City Council adopts the City's six-year Capital Improvements Plan and in conjunction adopts appropriations for projects to be debt financed or reserved financed; and

WHEREAS: On an annual basis a Capital Project fund is being created for each annual adoption of appropriations; and

WHEREAS: Due to extraordinary circumstances certain Capital Project Funds have an existing fund balance and upon completion of projects within certain Capital Project funds revenues are actually greater than expenditures resulting in fund balances; and

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

The following Capital Project Funds, with fund balances, are hereby dissolved and will be closed out into the General Fund as of June 30, 2022.

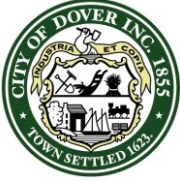
		Fund	Transfer
		Balance	Into
Fund	Description		General Fund
4004	Capital Projects Fund FY2004	4,399	4,399
4005	Capital Projects Fund FY2005	10,678	10,678
4008	Capital Projects Fund FY2008	1,547,697	1,547,697
4011	Capital Projects Fund FY2011	575,936	575,936
4013	Capital Projects Fund FY2013	47,341	47,341
	Total Transfer to General Fund		2,186,051

AND FURTHER BE IT RESOLVED:

The following Capital Projects Funds will be closed out as of June 30, 2022:

Fund	Description
4000	Capital Projects Fund FY2000
4002	Capital Projects Fund FY2002
4003	Capital Projects Fund FY2003

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2022.05.11 – 106**
Resolution Re: Dissolution of Prior Years' Capital Project Funds into the General Fund

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

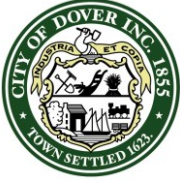
Recorded by: Susan M. Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date: 05/11/2022	Public Hearing Date: 05/25/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2022.05.11 – 106**

Resolution Re: Dissolution of Prior Years' Capital Project Funds into the General Fund

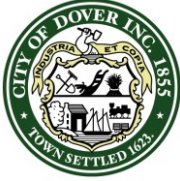
RESOLUTION BACKGROUND MATERIAL:

A Capital Project fund is created to account for the appropriations adopted on an annual basis as part of the Capital Improvements Plan. This annual fund is put in place to account for appropriations to be debt or reserve financed consistent with the resolutions adopted by City Council. The Capital Project funds listed in this resolution are ready to be closed out as the projects have been completed, yet the funds have existing fund balances. A portion of these balances could have been created due to posting of revenues to the incorrect capital project year, resulting in revenues greater than expenditures.

Capital Project Funds 4004, 4005, 4008, 4011 and 4013 have fund balance that can be closed into the General Fund. This resolution is authorizing the close out of these funds.

Capital Project Funds 4000, 4002, and 4003 have no fund balance or fund deficit. This resolution is authorizing the close out of these funds.

The Finance Department has improved the accounting for capital projects by ensuring projects have a complimenting appropriation account and revenue account to ensure project expenditures are agreeing to project revenues. Internal controls have also been put in place to track projects that are reserved financed and annually track that the necessary transfers are being made from the appropriate capital reserves for eligible expenditures.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.05.22 – 108**
Resolution Re: B12040 Continuation of Existing Agreement for
Miscellaneous Work Boots/Footwear with Red's Shoe Barn

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

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

WHEREAS: Various City department personnel are entitled by contract to have the City provide work-related footwear in a not-to-exceed specified annual amount; and

WHEREAS: Both the City and Red's Shoe Barn have found the as-needed agreement to be mutually satisfactory and financially beneficial at the 20% discounted pricing structure, it is the recommendation to continue this agreement at the same discounted pricing structure for fiscal year 2023. Total estimated expenses for fiscal year 2022 are \$15,000.00.

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

The Purchasing Agent is hereby authorized to issue purchase order(s) to Red's Shoe Barn of Dover, NH, given the discounted pricing structure provided in conjunction with bid #B12040, for as-needed miscellaneous work boots, shoes and footwear. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	FY23 Appropriation	Balance
xxxx.1.xxx.xxxxx.4615.xxxxx.xx	Clothing and Uniforms	198,165	198,165

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 – 2022.05.22 – 108**
Resolution Re: B12040 Continuation of Existing Agreement for
Miscellaneous Work Boots/Footwear with Red's Shoe Barn

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.05.22 – 108**
Resolution Re: B12040 Continuation of Existing Agreement for
Miscellaneous Work Boots/Footwear with Red's Shoe Barn

RESOLUTION BACKGROUND MATERIAL:

Certain City personnel are entitled to and are provided specific types of work-related footwear at the City's expense in accordance with various union contract language. On May 12, 2022, Red's Shoe Barn confirmed that they will offer the same 20% discounted pricing structure for fiscal year 2023 (7/1/2022 to 6/30/2023).

Bid Information:

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

Award Information:

A purchase order will be issued to Red's Shoe Barn to authorize future expenditures as outlined in this resolution.

Purchasing Information:

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

[B12040 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.05.25 – 109**

Resolution Re: B13052 Emulsion Polymer Extension with Solenis LLC

- WHEREAS: A sealed request for bid [#B13052](#) was issued and received for Emulsion Polymer on April 16, 2013 at 2:00 p.m.; and
- WHEREAS: Four bids were received with varying products and rates. After several months of testing each product, the recommendation, based on performance and cost, was to award to Hercules Inc, Ashland Water Tech Division for the Ashland FLX 274 emulsion polymer at the rate of \$1.37/lb. In 2015, Solenis LLC purchased Hercules, Inc. offering the same pricing of \$1.37/lb. with no issued price increases between the years of 2013 and 2021; and
- WHEREAS: Based on the past success with this product since July 2013, it is the recommendation to remain with this product and company at the new rate of \$1.59/lb. plus a tote surcharge in the amount of \$0.04/lb. and raw material surcharge of 9%. The pricing will hold from July 1, 2022 to December 31, 2022.

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 Solenis LLC at the rate of \$1.59/lb. for the Praestol K274 FLX IBC emulsion polymer plus a \$0.04/lb. tote surcharge and a 9% raw material surcharge. 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
5320.1.300.43256.4612.00000.00	CS - Sewer - WWTP -Operating Supplies, FY23	80,000.00	80,000.00

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 – 2022.05.25 – 109**

Resolution Re: B13052 Emulsion Polymer Extension with Solenis LLC

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.05.25 – 109**

Resolution Re: B13052 Emulsion Polymer Extension with Solenis LLC

RESOLUTION BACKGROUND MATERIAL:

After a lengthy polymer trial in 2013, the WWTP facilities supervisor has found that the Ashland FLX 274 is the product that is most advantageous to the City. The low bid was received from Polydyne Inc. at \$1.08 per pound. The second low bid was received from Atlantic Coast Polymers at \$1.19 per pound. Neither of these products performed as well as the Ashland FLX 274. Therefore, it was the recommendation that the City award the bid to Hercules Inc., Ashland Water Tech Division (now under the new vendor, Solenis LLC) for the FLX 274 based on the overall cost and performance.

A product trial has previously been conducted using one of Solenis' largest competitors where double the amount of neat Polymer had to be used and it still did not meet the same performance standards as the FLX 274.

The City wishes to continue with the same product and vendor for the upcoming contracted pricing schedule for the period of July 1, 2022 to December 31, 2022. As the pricing for this product is unstable, the Community Services department is recommending a six-month guarantee on pricing with the vendor where the City will be able to review and assess conditions in December 2022. There had been no price increases for this product since July 2013 until the current fiscal year where the City saw a \$0.04 increase per pound from the previous year. The annual expense in FY2022, as of the date of this resolution, is \$50,083.00. Based on the new rate of \$1.59 per pound, which is an \$0.18 increase from current pricing, a new tote surcharge of \$0.04 per pound and a new raw material surcharge of 9%, the anticipated expense based on 34,350 pounds used in the previous year will be \$59,082.00 in FY2023.

Bid Information:

A sealed bid #B13052 was issued and received on April 16, 2013 at 2:00 p.m.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	51	Number of Responses:	4 and 2 no bids
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	6 months (12/31/2022)	Estimated Delivery:	As Needed
Recommended Award to:	Solenis LLC	Fund:	WWTP, Sewer Fund
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.3.

Bid Number: **R - 2022.05.25 – 110**
Bid Description: Various Senior Center Trips

WHEREAS: The Senior Center Travel Supervisor has a schedule of possible trips for the remainder of calendar year 2022 through the beginning of 2023. A list and estimated costs are outlined in the background section of this resolution. The Senior Center Travel Supervisor obtains pricing information for these trips as scheduled; and

WHEREAS: In order to maximize the size of the group, as well as address any last minute cancellations, the travel agents keep the registration open as long as the tour company allows. Sometimes the end date of the registration period and determination of a final price falls after the deadline for the next City Council meeting agenda so the City is not always able to get the resolution to the Council before the trip departs; and

WHEREAS: Revenue is collected and deposited into the special revenue account for the Senior Center and expensed out as needed for various trips. Since the costs are paid for by the traveler, they wish to pick the tour companies they will use; and

WHEREAS: Per 5-28.B. Competitive bidding may be waived by the 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 purchase orders for travel services at rates obtained by the Senior Center Travel Supervisor. 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
3410.1.350.45126.4443.00000.00	Rental of Equipment, FY23	110,000.00	110,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.3.

Bid Number: **R - 2022.05.25 – 110**
Bid Description: Various Senior Center Trips

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 Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.3.

Bid Number: **R - 2022.05.25 – 110**
Bid Description: Various Senior Center Trips

RESOLUTION BACKGROUND MATERIAL:

This is a blanket resolution for the Senior Center trips using various travel agencies as needed. The Senior Center Travel Supervisor obtains pricing information for trips the Dover Senior Center wishes to take that are run annually and have a consistent group of travelers and a set of travel and accommodation expectations that the travelers strive to meet.

In order to maximize the size of the group, as well as address any last-minute cancellations, the travel agents keep the registration open as long as the tour company allows. Sometimes the end date of the registration period and determination of a final price falls after the deadline for the next City Council meeting agenda so the City is not always able to get the resolution to the Council before the trip departs.

Coach Company

Boston area attractions (~\$1,200/quarter)

Fox Tours:

July 12, 2022: Casablanca/Portland (Approximately \$5,000)

October 13th: Conway Scenic Railroad (Approximately \$5,000)

December TBD: Christmas Trip (~\$5,000)

2023 day/potential overnight trips are not released and confirmed yet. Also based on pandemic.

Best of Times Travel

TBD – 1 possible 2023 day trips (Approximately \$4,000)

Yankee Tours:

Mt Washington Hotel Overnight December 2022 (Between \$10,000 & \$20,000 depending on traveler numbers)

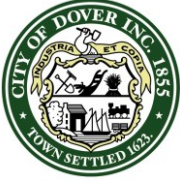
Daytona – Feb 2023 (Between \$20,000 - \$40,000 depending on traveler numbers) – TBD and based on pandemic – wasn't offered in 2022.

North Shore Music Theater/Ogunquit Playhouse/Seacoast Rep/STAR Theater/other local theaters

Miscellaneous shows throughout the year using City Recreation shuttle service, but tickets will be purchased. Prices vary.

Purchasing Information:

Type:	Purchase order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	N/A	Terms:	Net 30
Work Bonded:	No	Contract:	No
Prices will hold for	Until Trip Date	Estimated Delivery:	2022-2023
Recommended Award to:	Various	Fund:	3410
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for City Manager Approval:	Waive competitive bidding procedure.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2022.05.25 – 111**

Resolution Re: Approval of Downeaster Municipal Station Agreement

- WHEREAS: National Railroad Passenger Corporation (“Amtrak”) operates the Downeaster intercity rail passenger service between Brunswick, Maine and Boston, Massachusetts, including a stop in the City of Dover; and
- WHEREAS: Dover owns a station facility in connection with the stop, which is the subject of an existing Station Sponsor Agreement between the City of Dover and the New England Passenger Rail Authority (“NNEPRA”) dated August 21, 2001 and a separate letter agreement between the City of Dover and Amtrak dated August 3, 2001; and
- WHEREAS: Amtrak, NNEPRA, and the City of Dover wish to update and replace their existing agreement by way of a new agreement entitled “Municipal Station Agreement, Dover, New Hampshire” and attached to this resolution; and
- WHEREAS: The new agreement contains updated provisions, including insurance requirements, parking provisions, and other terms.

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

The “Municipal Station Agreement, Dover, New Hampshire” is approved. The City Manager is authorized to sign the “Municipal Station Agreement, Dover, New Hampshire” on behalf of the City of Dover.

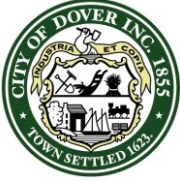
AUTHORIZATION

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 - 2022.05.25 – 111**

Resolution Re: Approval of Downeaster Municipal Station Agreement

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The Downeaster train has become a valued feature of downtown Dover. As noted in the City's 2016 Master Plan (Transportation), the Downeaster and the Dover Transportation Center "enhance[] the City's regional connectivity by opening the door for a new mass-transit opportunity." As part of having a train stop in Dover, other parties require a satisfactory Municipal Station Agreement. Dover's existing such agreements are more than twenty years old. Representatives of NNEPRA and Amtrak are believed to updating all station agreements, and have proposed updating the Dover agreement given the passage of time. A copy of the new proposed Municipal Station Agreement is attached. Also attached for reference are the 2001 Municipal Station Agreement and the 2001 Letter Agreement proposed to be replaced by the new Municipal Station Agreement.

MUNICIPAL STATION AGREEMENT DOVER, NEW HAMPSHIRE

This Municipal Station Agreement is made and effective as of _____, 2022, by and among National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), and the City of Dover, New Hampshire ("Municipality").

WHEREAS, Amtrak operates the Downeaster intercity rail passenger service between Brunswick, Maine, and Boston, Massachusetts, pursuant to an Agreement for the Provision of Rail Passenger Service between Amtrak and NNEPRA dated December 2, 1996, as amended (as that agreement in the future may be further amended and/or replaced by a new agreement for the provision of rail passenger service) (the "Service Agreement");

WHEREAS, one of the Downeaster's intermediate station stops is at the Station Platform (defined below) in Dover, New Hampshire;

WHEREAS, Amtrak, NNEPRA, and Municipality desire to enter into this Agreement to set forth the terms and conditions governing, amongst other items, the use, operation, repair, and maintenance of the Station Facility (defined below) in Dover, New Hampshire; and

WHEREAS, the parties wish to terminate and replace the existing Station Sponsor Agreement between NNEPRA and Municipality dated August 21, 2001 (the "2001 Station Sponsor Agreement") and the separate existing letter agreement between Amtrak and Municipality dated August 3, 2001, and accepted by Municipality on August 27, 2001 (the "2001 Amtrak Letter Agreement") relating to the Station Facility (defined below) in Dover, New Hampshire, with this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amtrak, NNEPRA, and Municipality do hereby agree as follows:

1. Definitions. As used in this Agreement:

"ADA" means the Americans with Disabilities Act of 1990, as amended, including all implementing regulations.

"Agreement" means this Municipal Station Agreement.

"Downeaster" means the Downeaster intercity rail passenger service operated by Amtrak pursuant to the Service Agreement.

“Land” means the land located in Dover, New Hampshire, owned by, and leased from, Railroad (defined below) on which the Station Platform is located. The Land is depicted as “Permanent Railroad Access Lease” on the plan attached as Exhibit A hereto.

“NH DOT” means the New Hampshire Department of Transportation.

“Railroad” means Boston and Maine Corporation and Springfield Terminal Railway Company and their respective successors and assigns.

“Station Facility” means (i) the Station Platform and related improvements located on (or immediately adjacent to) the Land, as shown on Exhibits B and C attached hereto, and (ii) all associated access sidewalks and walkways, all of which are located in the area referred to by Municipality as the Dover Transportation Center. Photographs of the Station Facility are attached as Exhibit B hereto. An aerial photograph of the Station Facility and the surrounding area is attached as Exhibit C hereto. By way of clarification, the Station Facility does not include the building depicted on Exhibit A as “1 story brick bldg” (and shown on Exhibit C as “Bubby’s Bagel & Deli”).

“Station Platform” means the railroad platform located at the Station Facility in Dover, New Hampshire, located on the Land, that is used by Downeaster trains for the purpose of receiving and discharging passengers. The Station Platform consists of three sections: (i) a high-level platform, which is accessible by stairs and by a ramp, (ii) a low-level platform extending approximately 80 feet easterly from the easterly end of the high-level platform, and (iii) a low-level platform extending approximately 80 feet westerly from the westerly end of the high-level platform. The track sides of the high-level platform and both low-level platforms are bordered with a tactile strip. The Station Platform also includes (i) railings and other related improvements associated with the high-level platform, (ii) a canopy (with lighting) over the high-level platform, and (iii) light fixtures along the low-level platforms.

“Ticket Machine” means the automated ticket machine for the sale of Downeaster tickets that is the subject of subparagraph 2(k), below.

2. Station Facility.

(a) Ownership. Municipality owns the Station Facility, which is located in part on the Land and in part on other land leased by Municipality. Municipality shall not transfer ownership of the Station Platform or any other element of the Station Facility without NNEPRA’s and Amtrak’s prior written consent.

(b) Use. Municipality hereby agrees, for so long as this Agreement is in effect, to make the Station Facility available for use by Amtrak and its employees, contractors,

invitees, and passengers. Limitations on such use resulting from causes beyond Municipality's control, including limitations on such use reasonably required to mitigate the spread of infectious diseases or mandated by declared national or state emergencies, shall not be deemed to be a breach of this Agreement.

(c) Operation and Maintenance. Municipality shall operate, repair, and maintain, or shall enter into one or more agreements with third parties to operate, repair and maintain, the Station Facility at no cost to Amtrak or NNEPRA. Such operation, repair, and maintenance shall include regular cleaning of the Station Facility (so that the Station Facility is at all times in a clean, neat, and safe condition) and snow removal. Snow removal shall be conducted in a safe manner that ensures that snow is not moved onto Railroad's track(s) or right-of-way and does not cause interference with Amtrak's operations at the Station Facility.

(d) Alterations.

(i) Station Platform. Municipality may not construct any additions to, or undertake any alterations or modifications of, the Station Platform without Amtrak's and NNEPRA's prior written consent.

(ii) Other Station Facility Elements. Municipality may construct such additions to, and may undertake such alterations or modifications of, all other elements of the Station Facility as Municipality may from time to time desire, so long as Municipality informs Amtrak and NNEPRA in advance of its plans to do so, so long as such additions, alterations, and/or modifications are at no cost to Amtrak or NNEPRA, and so long as such construction does not impact Amtrak's railroad operations at the Station Facility.

(e) Compliance With Law.

(i) Generally. All elements of the Station Facility shall, in their construction, renovation, operation, repair, maintenance, cleaning, and replacement by Municipality, meet all applicable requirements imposed by federal, state, and local laws, regulations, and ordinances.

(ii) ADA Compliance. Municipality is solely responsible for ensuring that the Station Facility complies at all times with the ADA, and neither Amtrak nor NNEPRA is responsible for ensuring such compliance. If either Amtrak or NNEPRA receives an ADA-related complaint about the Station Facility, it shall forward the complaint to Municipality, and Municipality shall be responsible for resolving the complaint and curing any ADA deficiency.

(f) Amtrak Station Program and Planning Guidelines. Municipality has been provided with a copy of Amtrak's Station Program and Planning Guidelines. To the

extent that all or portions of these guidelines apply to the Station Facility, Municipality shall use its best efforts to comply with the applicable guidelines.

(g) Security. Municipality, at Municipality's cost and in Municipality's reasonable discretion, shall be solely responsible for the physical security (e.g., fencing, police, and fire protection) of the Station Facility.

(h) No Charge for Use. The Station Facility shall be available for use by Amtrak and its passengers without charge to NNEPRA, Amtrak, or its passengers.

(i) Open for Passengers. Municipality shall ensure that the Station Facility is always available for use by Amtrak and its passengers, without charge.

(j) Other Access. Amtrak, NNEPRA, and their respective employees, contractors, agents, and invitees may access the Station Facility at any time.

(k) Ticket Machine. The Ticket Machine, which has been provided by Amtrak and NNEPRA for the sale of Downeaster tickets, is located in a vestibule near the Station Platform. Municipality shall continue to make space available for the Ticket Machine (or its replacement), at no charge to Amtrak or NNEPRA, either in its current location or in another location acceptable to Amtrak and NNEPRA. Amtrak is responsible for the operation and maintenance of the Ticket Machine (or its replacement); provided, however, that the electrical and data connections required for the Ticket Machine (or its replacement) to operate, as well as the electricity required for the Ticket Machine (or its replacement) to operate, shall be provided, at no charge to Amtrak or NNEPRA, by Municipality. Amtrak or NNEPRA (with Amtrak's prior approval) may remove or replace the Ticket Machine (or its replacement) at any time, without liability to Municipality.

3. Lease of Land for Station Platform.

(a) Lease Arrangement. Railroad presently owns the Land. NH DOT leases the Land from Railroad pursuant to a lease dated August 2, 2001, and Municipality subleases the Land from NH DOT pursuant to a sublease dated August 14, 2001. In the event this lease/sublease arrangement terminates, or in the event of any breach of this arrangement by Municipality, the Downeaster's intermediate station stop in Dover, New Hampshire, may be suspended or terminated by Amtrak or by NNEPRA, in addition to such other rights and remedies that Amtrak and NNEPRA may each have under this Agreement and under applicable law.

(b) Lease Requirements. In addition to the requirements set forth elsewhere in this Agreement, Municipality also shall operate, repair, and maintain the Station Platform in compliance with the terms and conditions contained in the lease and the sublease.

4. Parking. Municipality shall ensure that adequate daytime and overnight parking in reasonable proximity to the Station Facility is available for Downeaster passengers. To the extent that the 2001 Amtrak Letter Agreement provides Amtrak with parking rights at the Station Facility, those parking rights shall remain in full force and effect and shall not be reduced or diminished notwithstanding the termination of the 2001 Amtrak Letter Agreement.

5. Downeaster Service.

(a) Dover Station Stop. Subject to the terms and conditions of this Agreement and subparagraphs (b) and (c) of this paragraph, for so long as the Station Facility is in compliance with applicable laws, and for so long as NNEPRA funds the service as provided in the Service Agreement and so directs, Amtrak shall include Dover, New Hampshire, as a regularly-scheduled intermediate station stop for some or all Downeaster trains.

(b) Schedules and Frequencies. Downeaster schedules and frequencies shall be determined by NNEPRA and Amtrak.

(c) Contingencies Associated With Continued Downeaster Operations. Municipality acknowledges that the continued operation of the Downeaster is contingent on numerous factors, including, without limitation, Amtrak's continued ability (legal, fiscal, and otherwise) to operate the Downeaster, as well as the continued availability of funds to permit NNEPRA to support the operation of the Downeaster. Municipality acknowledges that Municipality, and third parties having agreements with Municipality pertaining to the Station Facility, shall have no rights or remedies against Amtrak or NNEPRA in the event that the operation of the Downeaster is reduced, suspended, or discontinued for any reason or in the event that Downeaster trains no longer stop in Dover, New Hampshire.

6. Insurance.

(a) Requirement to Procure and Maintain; Initial Minimum Coverage Limits. Municipality shall procure and maintain, at no cost to Amtrak or NNEPRA, governmental risk pooling coverage and/or insurance coverage satisfactory to both Amtrak and NNEPRA with limits of liability of no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

(b) Nature of Required Coverage. Such coverage, which shall include Amtrak, NNEPRA, and Railroad as additional insureds, shall cover general liability arising from Municipality's negligent acts or omissions, subject to coverage terms, conditions, and exclusions, for injury to or death of any person (including but not limited to passengers) and damage to or loss of property arising out of or in connection with the construction,

renovation, alteration, modification, operation, repair, maintenance, cleaning, and replacement of the Station Facility. Such coverage shall not contain any railroad or railroad-related exclusions from coverage with respect to general liability.

(c) Certificates of Coverage. Municipality shall provide certificates of such coverage within 10 days after the date of this Agreement and thereafter upon request.

(d) Increased Minimum Coverage Limits. Every five years after the date of this Agreement Amtrak and/or NNEPRA may reasonably request that the minimum limits of liability of such coverage be increased. If, within 90 days after the request, Municipality agrees to the request and is able to obtain the requested coverage at reasonable cost (either through Municipality's governmental risk pool or through a private insurer), then this Agreement shall be amended accordingly to reflect the new, increased minimum limits of liability. If Municipality does not agree to the request within 90 days after the request or is unable to obtain the requested coverage at reasonable cost, then Amtrak and/or NNEPRA may terminate this Agreement. Upon such termination, Downeaster trains shall no longer stop in Dover, New Hampshire.

7. Contractors.

(a) Insurance. Each contract and/or subcontract with contractors that will be operating any element of the Station Facility or that will be working or providing a service at the Station Facility, including any food and beverage contractors, shall require that the contractor/subcontractor procure and maintain insurance satisfactory to both Amtrak and NNEPRA, with limits of liability of no less than \$2,000,000 for each occurrence (or such other increased limits of liability as Amtrak and NNEPRA may specify in the future), including Amtrak, NNEPRA, and Railroad as additional insureds, covering liability arising out of or in connection with the acts and omissions of the contractor/subcontractor.

(b) Indemnity. Municipality agrees to obtain the following indemnity in favor of Amtrak, NNEPRA, and Railroad from each of Municipality's contractors performing work or providing services at the Station Facility:

"Contractor shall defend, indemnify, and hold harmless National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), Springfield Terminal Railway Company ("ST"), and Boston and Maine Corporation ("BMC"), and their respective officers, directors, employees, and agents, regardless of any negligence, whether in whole or in part by any of them, from and against any and all claims, actions, proceedings, costs or expenses (including but not limited to court costs, attorneys' fees and expenses, settlements, judgments or otherwise) arising directly or indirectly out of the service provided at the Station Facility by contractor for:

- i) injury to or death of any person whatsoever (including but not limited to (a) employees of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) passengers);
- ii) damage to or loss of any property whatsoever (including but not limited to (a) property of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) property of passengers); or
- iii) breach of or errors, acts, or omissions relating to any obligation of contractor.”

8. Miscellaneous.

(a) Term. Unless earlier terminated as provided for in this Agreement, this Agreement shall remain in effect so long as Dover, New Hampshire, is a regularly-scheduled intermediate station stop on some or all Downeaster trains. In the event the Service Agreement expires and is not replaced by a new agreement for the provision of rail passenger service, or is earlier terminated, this Agreement also shall terminate.

(b) Termination by Municipality. Municipality may terminate this Agreement for convenience by giving Amtrak and NNEPRA written notice of such termination no less than ninety (90) days in advance of the date such termination takes effect. Upon such termination, Downeaster trains shall no longer stop in Dover, New Hampshire.

(c) Remedies. In the event of a failure by Municipality to abide by any of its obligations under this Agreement, the Downeaster’s intermediate station stop in Dover, New Hampshire, may be suspended or terminated (in addition to such other rights and remedies that Amtrak and/or NNEPRA may have under this Agreement and under applicable law).

(d) Notice. Any notice or other communication in connection with this Agreement shall be in writing. Such notices shall be delivered by certified mail or by Federal Express (or a similar overnight delivery carrier) to the addresses set forth below:

To Amtrak:

National Railroad Passenger Corporation
30th Street Station
5th Floor SW
Philadelphia, Pennsylvania 19104
Attention: Director of Real Estate

With a copy to:

National Railroad Passenger Corporation
1 Massachusetts Avenue, N.W.
Washington, D.C. 20001
Attention: General Counsel

To NNEPRA:

Executive Director
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite 104
Portland, Maine 04101-4631

To Municipality:

City Manager
City of Dover
288 Central Ave.
Dover, New Hampshire 03820

With a copy to:

Attn: City Attorney
City of Dover
288 Central Ave.
Dover, New Hampshire 03820

(e) Assignment. Municipality shall not assign this Agreement, or any of Municipality's rights or obligations under this Agreement, without the prior written consent of both Amtrak and NNEPRA.

(f) Amendment. This Agreement may be modified or amended only by means of a writing signed by all of the parties hereto.

(g) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire (without regard to conflicts-of-laws principles that would require the application of any other law).

(h) Forum Selection. Each party agrees that any dispute arising under or related to this Agreement shall be litigated in the United States District Court for the District of New Hampshire. If that court lacks jurisdiction over the dispute, then the dispute shall be litigated in New Hampshire state court.

(i) Certain Former Agreements Replaced. This Agreement replaces and supersedes the 2001 Station Sponsor Agreement and the 2001 Amtrak Letter Agreement. As of the date hereof, the 2001 Station Sponsor Agreement and the 2001 Amtrak Letter Agreement both are hereby terminated and are of no further force or effect.

(j) Former Master Insurance Agreement. The former Master Insurance Agreement, dated as of June 1, 2001, to which NNEPRA and Municipality were parties, is obsolete and is of no further force or effect. NNEPRA shall continue to arrange for the multiple locations liability coverage described in Section 5(A) of the lease between Railroad and NH DOT, and Municipality shall reimburse NNEPRA for Municipality's pro rata share of the cost thereof, based on Downeaster passenger boardings at the station stop in Dover, New Hampshire, compared with Downeaster passenger boardings at all station stops in Maine and New Hampshire.

(k) Execution. This Agreement may be executed in multiple counterparts, and by each of the parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by electronic mail file attachment of any executed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original executed instrument.

(l) Service Agreement. In the event that Amtrak and NNEPRA's obligations under this Agreement conflict with the terms of the Service Agreement, such obligations shall be governed by the terms of the Service Agreement.

[signature page follows]

IN WITNESS WHEREOF, Amtrak, NNEPRA, and Municipality have caused this Agreement to be executed as of the date first above written.

NATIONAL RAILROAD
PASSENGER CORPORATION

By: _____
Print Name: _____
Title: _____

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Print Name: _____
Title: _____

CITY OF DOVER, NEW HAMPSHIRE

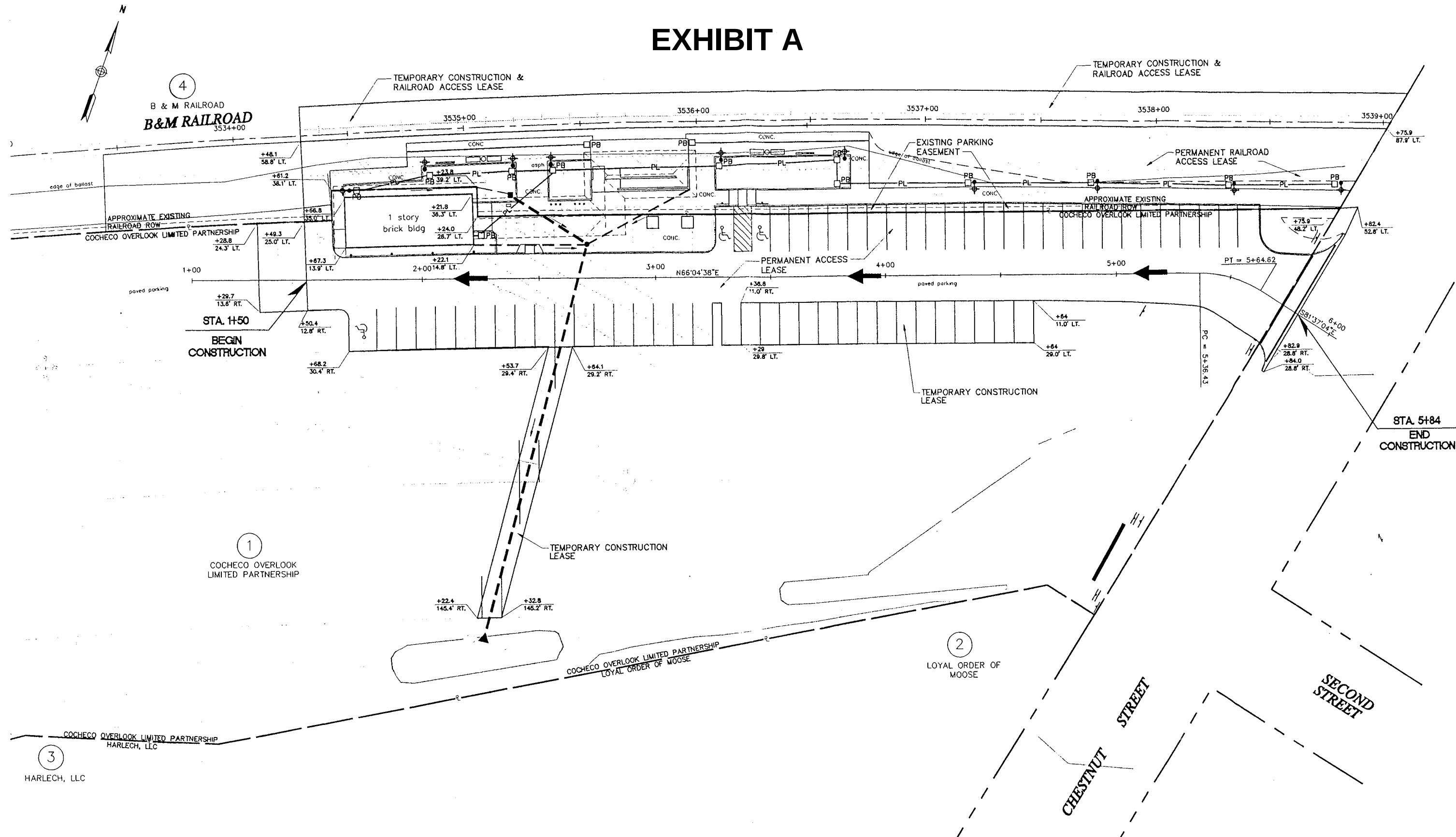
By: _____
Print Name: _____
Title: _____

EXHIBIT A

Depiction of the Land

[exhibit follows this cover sheet]

EXHIBIT A



PAR. NO.	PROPERTY OWNER	TOTAL AREA OF PARCEL	AREA OF TAKE	REMAINDER OF PARCEL	LEASE					POINTS OF ACCESS	REV. NO.
		AC.	AC.	AC.	PERMANENT		TEMPORARY CONSTRUCTION				
					SF	TYPE	SF	DESCRIPTION	EXPIRES		
①	COCHECO OVERLOOK LIMITED PARTNERSHIP				22,196	ACCESS	1,202	CONSTRUCTION	JULY 2001		
④	B & M RAILROAD				15,808	RAILROAD ACCESS	7,125	CONSTRUCTION	JULY 2002		



Vanasse Hagen Brustlin, Inc.				FEDERAL PROJECT NO.	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
REVISION DATE	DRAWING NAME	SHEET SCALE		CM-X-5125(006)	10023-D	4	4
JULY 3, 2001	51083ROW4	AS SHOWN					

STATE OF NEW HAMPSHIRE			
PASSENGER RAIL STATION - DOVER, N.H.			
RIGHT-OF-WAY PLAN			

EXHIBIT B

Photographs of the Station Facility

[exhibit follows this cover sheet]



View from Parking Lot



View of access from parking



Stair and ramp access to high platform

Dover Station Facility — 33 Chestnut Street, Dover, NH



Low level platform — looking east



Low level platform — looking west



High level platform — looking east



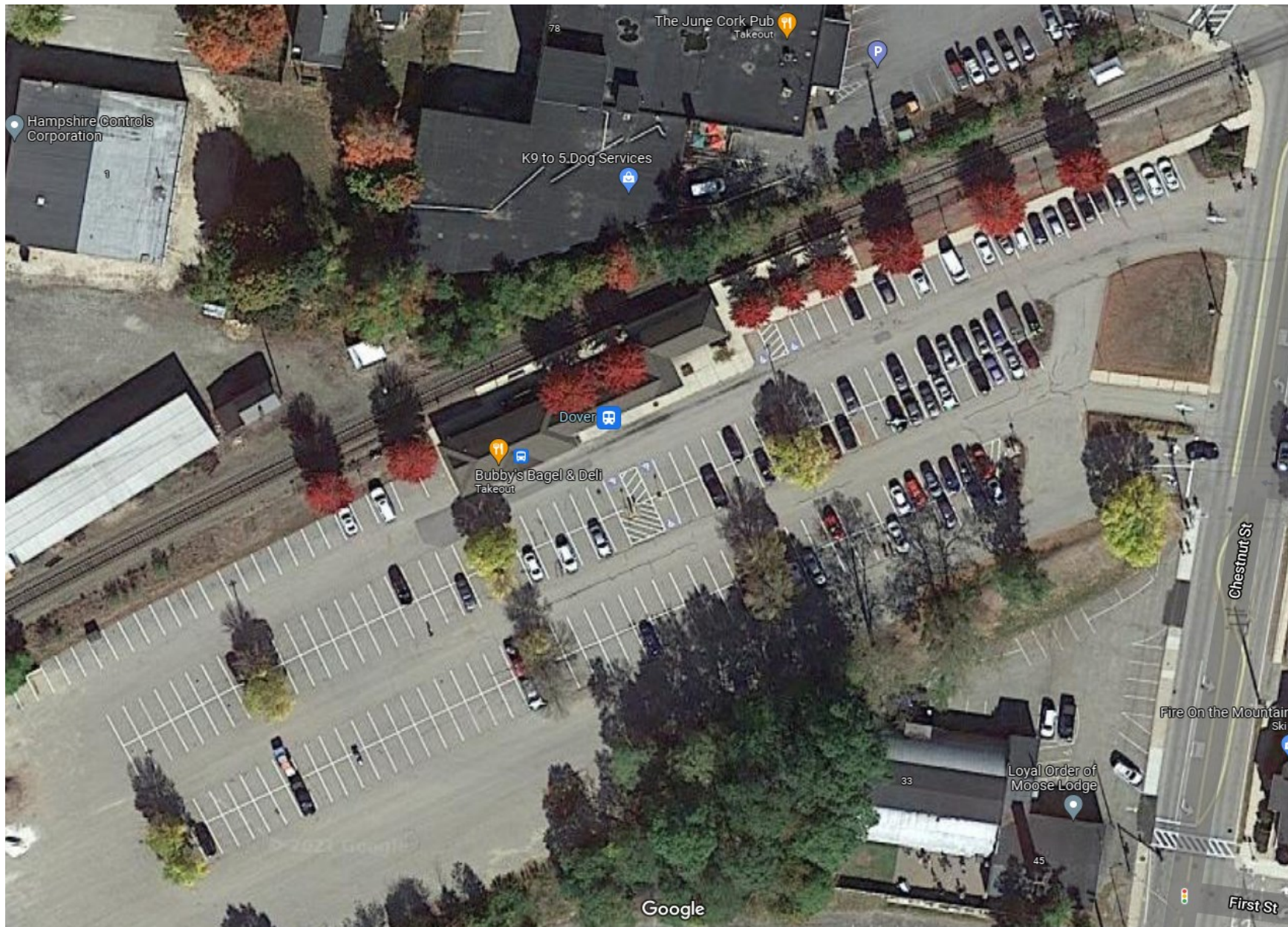
High level platform — looking west

Dover Station Facility — 33 Chestnut Street, Dover, NH

EXHIBIT C

Aerial Photograph of the Station Facility and Surrounding Area

[exhibit follows this cover sheet]



Dover Station Facility —33 Chestnut Street, Dover, NH

STATION SPONSOR AGREEMENT
(DOVER, NEW HAMPSHIRE)

This Agreement, made as of the 21st day of August, 2001, by and between Northern New England Passenger Rail Authority, a body corporate and politic with its principal offices in South Portland, Maine ("NNEPRA") and the City of Dover, New Hampshire, a municipal corporation with a mailing address of 288 Central Avenue, Dover, New Hampshire 03820 ("Sponsor"), witness the following:

WHEREAS, NNEPRA was created for the purpose of restoring passenger rail service between Portland, Maine and Boston, Massachusetts, or such other towns north or east of Portland to which such service may be extended (the "Project"); and

WHEREAS, NNEPRA and Sponsor believe it is appropriate and desirable to locate an intermodal transportation station including a train station (the "Station") in Dover for use in connection with the Project; and

WHEREAS, NNEPRA has obtained (and may in the future obtain) one or more grants from the United States Department of Transportation (collectively the "Federal Grant") to defray the costs of the Project; and

WHEREAS, any governmental agencies from which Sponsor has obtained grants may impose certain requirements upon Sponsor with respect to the use of said funds, the use of the Station, or acquisition and construction costs relating to the Station;

WHEREAS, Sponsor is willing to construct or cause to be constructed, the Station and use the same for purposes of the Project upon the terms, provisions and condition hereinafter set forth; and

WHEREAS, certain required insurance coverages will be obtained on a collective basis by or for the benefit of the operators (including Sponsor) of train stations in the municipalities of Dover, Durham and Exeter, New Hampshire, and Wells, Old Orchard Beach, Saco and Portland, Maine (the "Station Sponsors"); and

WHEREAS, Sponsor and NNEPRA believe that the Station will provide benefits to Sponsor, to NNEPRA and the public;

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

1. Ownership. Sponsor shall hold title to and own the Station, and all improvements thereon, subject to any limitations or requirements of any granting authorities, as well as all other applicable laws and regulations; if the conditions of any grants or applicable laws and regulations prohibit Sponsor from holding title to and owning the Station, Sponsor represents and warrants that it will acquire sufficient interest in the property, buildings, and fixtures thereon sufficient to give it full and proper legal authority to operate the Station and that it has authority sufficient to execute this and any other agreements that may be incident to the operation thereof. It is acknowledged and agreed that the obligations of Sponsor under this Agreement with respect to the design and construction of the Station will be carried out by the New Hampshire Department of Transportation under an arrangement between Sponsor and the Department, it being understood that compliance with such obligations shall be a condition of the commencement of passenger rail service to the Station.

2. Location. Sponsor shall select the location of the Station (the “Station Property”) so long as it is in direct and appropriate proximity to the track. NNEPRA shall have the right to approve such location, but such approval will not be unreasonably withheld.

3. Design. NNEPRA will furnish Sponsor, at NNEPRA’s cost and expense, with a design for the rail siding and boarding related improvements. Sponsor shall provide all other aspects of Station design, subject to NNEPRA approval; Sponsor shall provide NNEPRA with a copy of the construction plans and specifications of the Station (the “Plans”) for its review and approval, which will not be unreasonably withheld. Sponsor understands and acknowledges that such review and approval is intended to provide NNEPRA with the opportunity to insure that the Station generally conforms to other stations and includes such facilities and amenities as are required by applicable law, regulation, or contract and/or would customarily be expected, but that NNEPRA will not be passing on the compliance of the Station or the Plans with applicable laws, rules and regulations, including, without limitation, local building or zoning ordinances, environmental laws or the Americans With Disabilities Act; Sponsor hereby covenants and agrees that the Station and the Plans will comply with all such applicable laws, rules and regulations.

4. Construction. Sponsor will be responsible for all aspects of the construction of the Station, including, without limitation,

(i) the acquisition of all permits and approvals required in connection therewith;
and

(ii) construction of the rail siding and boarding related improvements discussed in Paragraph 3 above. Sponsor shall construct or cause the Station to be constructed in

accordance with the Plans and Sponsor shall insure that the Station meets all applicable legal standards, as well as AMTRAK parking, lighting, signage, public telephone and platform minimum standards and requirements. Sponsor shall not make any changes to the Plans without the approval of NNEPRA, which approval will not be unreasonably withheld.

5. NNEPRA not a Party to Third-Party Contracts. Sponsor agrees that, notwithstanding any concurrence by NNEPRA in or approval of the solicitation or award of any contract between Sponsor and any third-party for the construction or operation of the Station, or any lease, license or other transfer of Station property to any commercial revenue-producing or non-profit activity, absent NNEPRA's express written consent, NNEPRA is not a party to such contract and, except as NNEPRA shall otherwise expressly agree in writing, shall not be subject to any obligations or liabilities to such contractor or other parties in connection with the Station or the Project.

6. Funding.

a) Costs. Except for the premiums paid or to be paid by NNEPRA for the Lexington Occurrence Railroad Liability Protective Liability Policy No. 5353985 described in Section 5(B) of the Platform Lease, as defined in Section 13 below, Sponsor acknowledges that NNEPRA will not subsidize, reimburse, or grant to Sponsor funds necessary for acquiring the Station, constructing the Station, or operating the Station, or provide any funds whatsoever in connection with the Station, and further acknowledges that Sponsor shall be solely responsible for acquiring the said funds.

b) Consideration: Notwithstanding that Sponsor will receive no funds from NNEPRA in connection with the Project, Sponsor agrees that the benefits of the Project to Sponsor constitute good and adequate consideration for its participation in the Project and for the obligations Sponsor undertakes through this Agreement.

7. Sponsor Requirements. Prior to entering into any contract for construction of the Station, Sponsor agrees that it will obtain:

(a) all permits, authorizations and approvals necessary for construction of the Station, and furnish to NNEPRA an opinion of Sponsor's counsel in form and content reasonably satisfactory to NNEPRA to the effect that Sponsor has obtained such permits, authorizations and approvals;

(b) a certificate of the Chief Executive Officer of the Sponsor certifying that

(i) all approvals and actions necessary for Sponsor's authorization of this Agreement have been obtained;

(ii) funds in an amount sufficient for all costs of constructing the Station have been duly appropriated or granted and will be available without condition;

(iii) the Sponsor has duly authorized Sponsor's participation in the Project as provided in this Agreement and the expenditure of funds for all aspects of Sponsor's participation in the Project as provided in this Agreement;

(iv) Sponsor will hold NNEPRA harmless from any claims of any kind arising from any cost overruns in acquiring Station land and/or constructing the Station and from any failure by Sponsor properly to authorize, appropriate or disburse the expenditure of Sponsor funds as provided herein.

8. Reports; Substantial Completion. Sponsor shall furnish NNEPRA with Progress Reports (the "Progress Reports"). The Progress Reports shall be in the format prescribed by NNEPRA and in the absence of a specified format shall include a description of work performed in connection with the Station and an assessment of the progress of the construction. Sponsor shall notify NNEPRA upon completion of Station construction as evidenced by the issuance of a Certificate of Substantial Completion by the Station's architect and Sponsor's issuance of a Certificate of Occupancy.

9. Use of Station Property. Sponsor shall, for a period of twenty (20) years, beginning upon completion of Station construction (the "Agreement Term"), operate or cause the Station to be operated as an intermodal transportation facility in furtherance of the Project. If the Project is terminated or Sponsor withdraws from the Project, any disposition of the Station Property must be made pursuant to applicable law, and NNEPRA will have no liability for any portion of the funds Sponsor has expended for the Station.

10. Operation of Station.

(a) General. During the Agreement Term, Sponsor shall be responsible for all aspects of Station operation, including, without limitation, the cost of cleaning, maintenance, repairs, insurance and utilities. Sponsor acknowledges and agrees that NNEPRA shall have no obligation to contribute to any Station-related expenses, except as otherwise noted in Section 6(a) hereof, and NNEPRA has made no representations to Sponsor regarding financial assistance in general or regarding cost of operation in particular. The Station shall be operated and maintained in accordance with the standards observed in First Class retail space satisfactory to NNEPRA, which will not unreasonably withhold its approval. The Station shall be available for

passenger access beginning at least one hour prior to the earliest scheduled train stop and ending not earlier than one hour after the latest scheduled train stop. To the extent the Station is used for other intermodal purposes, Sponsor agrees to consider an extension of hours of operation in good faith. Without limitation of any other remedies that may be available in the event of breach of Sponsor's obligations hereunder, NNEPRA shall have the right to instruct AMTRAK to suspend service to the Station so long as Sponsor is in default of its obligation to operate the Station as provided herein, providing that NNEPRA shall first have given Sponsor written notice of default and a reasonable opportunity to cure the same. Sponsor shall have the right to engage the services of a third party to administer the operation of the Station, so long as such third party contract conforms to the requirements of this Agreement, the Master Agreement and other applicable law. Sponsor shall retain all of its obligations hereunder notwithstanding any such engagement.

11. Use of Station Property by Commercial Revenue-Producing Facilities or Non-Profit Activities. To the extent permitted by applicable law, and/or the conditions of any grants or other funding, Sponsor may incorporate within its design and operating plans for the Station provision for use of Station Property by commercial revenue-producing facilities or non-profit activities.

12. Insurance and Indemnification.

(a) Sponsor assumes, and will maintain insurance satisfactory to NNEPRA, and including NNEPRA as an additional named insured, to cover, all liability for maintenance, operation and upkeep of the Station except as otherwise modified or provided by the Agreement referred to in Paragraph 13 hereof, and shall be liable for any failure to maintain and operate a

safe platform and station facility, including the parking areas, in all weather conditions, will indemnify and hold harmless NNEPRA, its officers, directors, employees and agents, regardless of any negligence whether in whole or in part by any of them, from and against any and all claims, actions, proceedings, costs or expense, including, but not limited to court costs, attorneys' fees and expenses, settlements, judgments or otherwise arising directly or indirectly out of the operation and maintenance of the Station or associated in any way with the Station and its use, and for injury to or death of any person (including but not limited to passengers), damage to or loss of any property, and breach of or errors, acts or omissions relating to any obligation of Sponsor associated in any way with the Project.

(b) i) Sponsor shall, at Amtrak's request, enter into a memorandum of understanding or other agreement acceptable to AMTRAK, which document shall contain provisions addressing maintenance, repair, cleaning, liability and indemnification with respect to the Station and to any other facilities that Sponsor is providing in connection with the AMTRAK service to the Station, the substance of which provisions shall be similar to that in effect at other AMTRAK stations that are owned and operated by a municipality, in the form attached as Exhibit B. Sponsor agrees that absent such a memorandum of understanding or other acceptable agreement, if requested by AMTRAK, AMTRAK may decline to stop its trains at the Station.

ii) Sponsor understands and agrees that AMTRAK has waived any requirement that Sponsor indemnify AMTRAK in connection with the operation of the station only if NNEPRA purchases insurance from AMTRAK's insurer to cover AMTRAK with respect to any liability that may arise from Sponsor's operation of the station. As more particularly set forth in that certain Master Insurance Agreement among NNEPRA and the Station Sponsors,

dated as of June 1, 2001 (the "Master Insurance Agreement"), Sponsor agrees to pay its Ridership Share of all costs of such insurance, on demand by NNEPRA and further agrees that, in the event Sponsor fails timely to pay its share, NNEPRA and/or AMTRAK shall have the right to suspend train operations to the Station for any failure to comply with this provision.

(c) Sponsor shall require that, in each project and/or subcontract with contractors, it will require each of its contractors or subcontractors that will be working in or on any trains or stations, including any food and beverage contractors, to maintain insurance coverages satisfactory to NNEPRA, from any and all liability with respect to the service or services provided by the said contractor, including, without limitation, for contract liability with respect to the indemnification provision set forth below. Sponsor shall include in each contract and/or subcontract with such contractors, the following indemnification language:

"Contractor shall defend, indemnify, and hold harmless Amtrak, NNEPRA, the Springfield Terminal Railway Co., the Boston and Maine Corporation, and the Portland Terminal Company (the "Railroads"), and their respective officers, directors, employees, and agents, regardless of any negligence, whether in whole or in part by any of them, from and against any and all claims, actions, proceedings, costs or expense (including but not limited to court costs, attorneys' fees and expenses, settlements, judgments or otherwise) arising directly or indirectly out of the service provided hereunder by contractor for:

- i) injury to or death of any person whatsoever (including but not limited to Amtrak or contractor employees or to passengers);

- ii) damage to or loss of any property whatsoever (including but not limited to property of Amtrak or contractor); or
- iii) breach of or errors, acts, or omissions relating to any obligation of contractor.”

Nothing in this paragraph will operate to prevent Sponsor from demanding a similar indemnification of Sponsor by such contractors.

(d) i) As more particularly set forth in the Master Insurance Agreement, NNEPRA shall, at the sole cost and expense of the Station Sponsors, obtain a policy or policies of general commercial liability insurance in connection with the Platform Sublease referred to in Paragraph 13 hereof on the so-called “Broad Form,” with all railroad exclusions deleted, with coverage limits of not less than Five Million dollars (\$5,000,000) per occurrence, and Twenty Million Dollars (\$20,000,000) in the aggregate, or such other amounts required by the Railroads pursuant to the applicable Platform Lease. Such policy or policies shall name the Railroads under the several Platform Leases for the station sites as the insured, and shall provide not less than ten (10) days’ prior written notice of cancellation to the Railroads.

ii) Sponsor shall pay its Ridership Share of all costs of such Insurance, as provided in the Master Insurance Agreement, on demand by NNEPRA, and further agrees that, in the event Sponsor fails timely to pay its share, NNEPRA may instruct AMTRAK to not stop at the Station until Sponsor’s obligation is paid in full.

(e) In the event of any failure on the part of Sponsor to comply with any of its obligations contained in Paragraphs 12(a), 12(b) and 12(d) hereof and the continuation of such failure for a period of seven (7) days after receipt of written notice from NNEPRA, NNEPRA

shall have the right, at its option, to terminate this Agreement. Such right of termination shall be in addition to the other rights and remedies provided hereunder as well as those available, at law or in equity, including claims for money damages and specific performance, which remedies will be cumulative. The remedies set forth in this Section are not the exclusive remedies for a default by Sponsor. NNEPRA may bring an action to recover Sponsor's pro rata share together with interest at the rate of 1 1/2% per month. If NNEPRA prevails in any such action, it shall be entitled to recover its reasonable attorneys' fees and costs of collection.

(f) "Ridership Share" shall have the meaning set forth on Exhibit C.

13. Station Platforms. Sponsor agrees that it will enter into a sublease with NHDOT permitting Sponsor to gain lawful access to certain property belonging to the Railroads and to construct thereon a platform and other facilities for boarding trains (the "Platform Sublease") which Platform Sublease will be entered into under and pursuant to a platform lease for the same area executed between the Railroads and NHDOT (the "Platform Lease"). AMTRAK and/or NNEPRA may discontinue or refuse to commence train service to the Station if Sponsor fails to enter into the Platform Sublease or subsequently loses its rights of use and occupancy thereunder. Sponsor agrees that failure to enter into the Platform Sublease may frustrate the purposes of the Project and may justify termination of this Agreement.

14. Termination.

(a) In the event of any failure on the part of Sponsor or the Authority to comply with any of its obligations contained in this Agreement and the continuation of such failure for a period of thirty (30) days after receipt of written notice thereof from the other party, the other party shall have the right, at its option, to declare a default. Upon giving the party in default an

additional notice of thirty (30) days and an opportunity to cure the default, the party not in default may terminate this Agreement. The rights to terminate shall be in addition to the other rights and remedies provided hereunder as well as those available, at law or in equity, including claims for money damages and specific performance, which remedies will be cumulative.

(b) The Authority shall have the right to terminate this Agreement for convenience, in accordance with 49 C.F.R. § 18.36(i)(2) and §18.44. Any termination for convenience by the Authority will excuse the Authority from any further or continuing obligations under this Agreement.

15. Federal Standards.

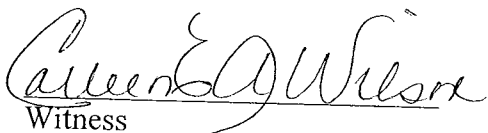
(a) Sponsor acknowledges that NNEPRA is the recipient of a federal grant, and as such, Sponsor's acquisition and/or disposition of the Station Property, its construction of the Station, including contracting in connection therewith, and its use, including lease, of the Station may be subject to the requirements, restrictions and provisions of various federal laws and regulations (collectively "Federal Requirements"), some of which are set forth on Exhibit A attached hereto. In addition to the matters set forth on Exhibit A, Sponsor agrees to abide by and comply with all Federal Requirements as may now or in the future be applicable to the acquisition, construction, ownership and operation of the Station, including without limitation those set forth on Exhibit A. In the event of any conflict or inconsistencies between the provisions of this Agreement and applicable provisions of Federal Requirements, the Federal Requirements shall prevail.

(b) Sponsor acknowledges that, to the extent that it has been a recipient of a federal grant through or from any source other than NNEPRA, it may similarly be subject to

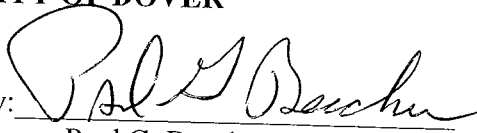
requirements, restrictions and provisions of various federal laws and regulations. Sponsor represents and warrants that it will, at all applicable times, adhere to the requirements of such federal laws and regulations, and that it will indemnify NNEPRA from any harms, claims, costs, and/or damages suffered by NNEPRA as a result of the failure of Sponsor to comply with such requirements, restrictions and provisions of the federal law and regulations.

16. Severability. If any provision of this Agreement, including the Federal Requirements is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder will then continue to conform to the requirements of applicable law.

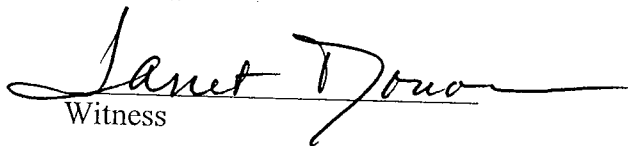
IN WITNESS WHEREOF, Sponsor and NNEPRA have caused this Agreement to be executed as of the day first above-written.


Witness

CITY OF DOVER

By: 
Paul G. Beecher
City Manager

**NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY**


Witness

By: 
Its 

k:\nnepra\stations\nh\station sponsor agr-dover 080101-clean.doc

EXHIBIT A

(DOVER, NEW HAMPSHIRE)

The City of Dover, a municipal corporation with a mailing address of 288 Central Avenue, Dover, New Hampshire 03820 (as Sponsor), further agrees with NNEPRA (the "Authority") to comply with the following, to the extent applicable to Sponsor. The parties agree that this Exhibit A is not intended to enlarge or increase the applicability of any federal requirements to Sponsor, beyond those requirements that arise under federal law, regulation or the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, as the same is amended from time to time by FTA, presently published at:

www.fta.dot.gov/library/legal/agreements/2000/ma.html

(the "Master Agreement") by virtue of Sponsor's participation in the Project.

(a) Sponsor acknowledges that federal laws, regulations, policies, procedures, directors and related administrative practices applicable to the Project and the Station on the date of this Agreement, to which Sponsor may be subject whether through this Agreement or through the receipt of grant funds from any state or federal agency, may be modified from time to time and agrees that the most recent of such federal requirements will govern the administration of the Project and Station and performance of services hereunder at any particular time except as the federal government issues a written determination otherwise. Sponsor agrees to include a notice that federal requirements may change and that such changed requirements will apply to Sponsor in each agreement with any third-party contractors at any tier if so required by the granting source or agency of any grants received by Sponsor.

(b) To the extent required by the granting source or agency of any grants received by Sponsor, Sponsor will assure compliance with the applicable provisions hereof by any of its third-party contractors or subgrantees at any tier associated with the Project.

(c) Sponsor agrees that, notwithstanding any concurrence by the federal government in or approval of this Agreement or any other agreement in connection with this Project, absent express written consent of the federal government, the federal government is not a party to such agreement, and shall not be subject to any obligations or liabilities to Sponsor or to any contractor or other parties in connection with the Agreement, the Station or the Project.

(d) In accordance with 41 U.S.C. § 22, Sponsor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project and Station, the provision of services hereunder or any benefit derived therefrom.

(e) Sponsor agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Title VII of the Civil Rights Bill of 1964, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and U.S. Department of Transportation (“U.S. DOT”) regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act” 49 C.F.R. Part 21; and any implementing requirements FTA and its grant source may issue (“Non-Discrimination Requirements”).

(f) With respect to construction activities, Sponsor agrees to comply with all applicable EEO requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., implementing Executive Order No. 11246, Equal Employment Opportunity as

amended by Executive Order No. 11375, 42 U.S.C. § 20000(e) and any federal statutes, executive orders, regulations, and federal policies pertaining to construction undertaken as part of the Project, and to extend applicable requirements to contractors and subcontractors at any tier.

(g) Sponsor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Sponsor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sponsor also agrees to comply with any implementing requirements FTA may issue. Failure by Sponsor to carry out the terms of its own EEO program shall be treated as a violation of this Agreement. Except with respect to third-party subcontracts for standard commercial supplies or raw materials, Sponsor shall extend applicable requirements of this subsection to all contractors and subcontractors at any tier for work in connection with the Project and Station.

(h) The Authority has adopted a Disadvantaged Business Enterprise Policy in accordance with Federal law and Regulation including Section 1101(b) of TEA-21, 23 U.S.C. § 101 note, U.S. DOT regulations "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 or another part if reissued, and any requirements or guidance FTA may issue. This Policy provides that Disadvantaged Business Enterprises ("DBEs") will be afforded every practicable opportunity to

participate in the performance of contracts related to the Authority's construction, procurement and professional service activities. For this Agreement, the Authority has established an annual participation goal of ten (10) percent for DBEs. In the performance of services under this Agreement, Sponsor agrees to comply with current U.S. DOT regulations on DBE participation in U.S. DOT financial assistance programs, at 49 C.F.R. Part 23 or at another Part if re-issued, and any other requirements or guidance FTA may issue. Sponsor agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract or this Agreement. Sponsor agrees to take all necessary and reasonable steps required by U.S. DOT regulations in the award and administration of all third-party contracts and subagreements at any tier to ensure that eligible DBEs have the maximum feasible opportunity to participate in third-party subcontracts procured in connection with the Project and Station.

(i) To the extent applicable, Sponsor agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, 1685-1687, which prohibit discrimination on the basis of sex, and any federal requirements that may be promulgated thereunder.

(j) Sponsor agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101-6107 and any implementing regulations.

(k) Sponsor agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6106-6107 and any implementing regulations.

(l) To the extent applicable to Sponsor, Sponsor agrees to comply with the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. § 206,

207; the Davis-Bacon Act, as amended, 49 U.S.C. §5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a-276(70), U.S. DOL regulations at 29 C.F.R. Part 5; the Contract Work Hours and Safety Standards Act, as amended and in particular Section 102 of the Act, 40 U.S.C. §§ 327-332, and U.S. DOL regulations 29 C.F.R. Part 5, and with Section 107 of the Act, 40 U.S.C. § 333 and U.S. DOL regulations, 29 C.F.R. Part 1926; and Copeland Anti-Kickback Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. §276c, and U.S. DOL regulations, 29 C.F.R. Part 3.

(m) To the extent applicable to the services to be performed by Sponsor hereunder, Sponsor shall to comply with present and future federal and state laws imposing environmental and resource conservation requirements applicable to provision of the Service (“Environmental Laws”), including but not limited to:

- i) the National Environmental Policy Act of 1969, (“NEPA”) as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutes and requirements on Environmental matters at 49 U.S.C. § 53224(b); Council on Environmental Quality regulations on compliance with NEPA, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 662;
- ii) the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and certain sections of 29 U.S.C. and all applicable provisions of regulations, standards or orders implementing same, including 40 C.F.R. Part 51, Subpart T; 40 C.F.R. Part 93; 40 C.F.R. Parts 85, 86, 600; and Executive Order No. 11738, 46 U.S.C. §7606 note;

- iii) the Clean Water Act, as amended, codified in sections of 33 U.S.C. and 12 U.S.C.;
- iv) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.;
- v) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq.;
- vi) the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.; and any applicable standards, orders or regulations thereunder, including the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300 et seq.; and Executive Order No. 11738, 42 U.S.C. § 7606 note;
- vii) no publicly-owned land from a park, recreation area, wildlife or waterfowl refuge of national, state or local significance as determined by appropriate officials or land for a historic site of national, state, or local significance may be used on the project unless FTA makes the specific findings required by 49 U.S.C. § 303;
- viii) the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271;
- ix) the project will be consistent with any approved State management program under the Coastal Zone Management Act of 1972 as amended, 16 U.S.C. §§ 1451 et seq.;
- x) Executive Order No. 11990, "Protection of Wetlands" as amended, 42 U.S.C. § 4321 note;

- xi) Executive Order No. 11988, “Flood plan Management,” as amended, 42 U.S.C. § 4321 note;
- xii) The Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 et seq.;
- xiii) Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, 16 U.S.C. § 470 note; 16 U.S.C. §§ 469a-1 et seq.; 36 C.F.R. Part 800;
- xiv) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations; “42 U.S.C. § 4321 note;
- xv) 49 U.S.C. § 5324(b); 23 C.F.R. Part 771, at 49 C.F.R. Part 622, concerning mitigation of adverse environmental efforts and U.S. Environmental Protection Agency, U.S. DOT and other agency regulations, guidelines, standards, orders, directives, or other requirements that may affect provision of the Service.

Sponsor shall include applicable requirements of this subsection in any third-party contract at any tier for the performance of work in connection with the Project and Station.

(n) To the extent applicable to the services to be performed by Sponsor hereunder, Sponsor shall comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

(o) To the extent applicable to the services to be performed by Sponsor hereunder, Sponsor agrees to comply with all applicable employment and accessibility requirements of the American with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101 et seq., Section 504 of the

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d) and the following applicable regulations:

- (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (iii) U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (iv) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (vi) U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (vii) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises

Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

(ix) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

(x) Any implementing requirements FTA may issue.

(p) i) To the extent applicable to the services to be performed by Sponsor hereunder, Sponsor agrees to comply with (i) 49 U.S.C. § 5331, (ii) FTA regulations, “Prevention of Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 653, and any guidance on the drug abuse provisions of 49 U.S.C. § 5331 that FTA or U.S. DOT may issue, and “Prevention of Alcohol Misuse in Transit Operations,” 49 C.F.R. Part 654, and any guidance on the alcohol abuse provisions of 49 U.S.C. § 5331 that FTA or U.S. DOT may issue, and (iii) U.S. DOT regulations, “Drug-Free Workplace Requirements (Grants),” 49 C.F.R. Part 29, Subpart F, as modified § 41 U.S.C. § 702, and “Procedures for Transportation Workplace Drug Testing Programs,” 49 C.F.R. Part 40. To the extent applicable, Sponsor shall include the requirements of this subsection in any third-party subcontract (at any tier) for performance of work in connection with the Project and Station.

ii) Sponsor agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse office and Treatment Act of 1972, Pub.L. 92-225, March 21, 1972, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. C. 91-616, Dec. 31, 1970, and the Public Health Service Act of 1912, 42 U.S.C. §§ 290dd-3 at 290ee-3, and any amendments thereto.

(iii) Sponsor agrees to comply with any applicable Procurement Standards required by any government agency providing grants or funding to Sponsor or by New Hampshire law in connection with the Station.

(q) Apart from inconsistent requirements imposed by Federal Statute or Regulations, Sponsor agrees it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by the Federal Government to support procurements using geographically exclusionary or discriminatory specifications. Sponsor shall refrain from using State or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by the Federal Government.

(r) To the extent applicable, Sponsor agrees to comply with all applicable bid guarantee, contract performance and payment bonding requirements for construction projects and activities required by any governmental agency providing grants or funding to Sponsor or by New Hampshire law in connection with the Station.

(s) Sponsor agrees to require third-party contractors and such subcontractors at any tier as may be required to provide any third-party procurement records required by any governmental authority providing grants or funding to Sponsor or by New Hampshire law and to permit any audit or record inspection so required.

(t) In addition to any other insurance coverages required by this Agreement, Sponsor shall maintain, and require its contractors at any tier to maintain, such insurance coverages as are normally imposed by the New Hampshire Department of Transportation in its contracting with third parties. To the extent applicable, Sponsor agrees to comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C.

§ 4012a(a), with respect to any Project activity involving construction or acquisition having an insurance cost of \$10,000 or more.

(u) FTA and the Authority may have a vested interest in and a right to a proportionate share of any settlement of any dispute, default, or breach involving any federally-assisted third-party contract. Sponsor agrees to pursue all legal rights available under any third-party subcontract. FTA and the Authority reserve the right to concur in any compromise or settlement of any third-party subcontract claim involving Sponsor in which FTA or the Authority have such an interest. Sponsor agrees to notify FTA and the Authority of any current or prospective major dispute, breach, or litigation pertaining to any third-party subcontract. If Sponsor seeks to name the Federal Government or the Authority as a party to litigation for any reason, in any forum, Sponsor agrees to inform the FTA and/or the Authority, as applicable, before doing so. The Federal Government may retain the right to a proportionate share, based on the percentage of the Federal share committed to the Project and Station, of any proceeds derived from any third-party recovery. If the third-party subcontract at issue contains a liquidated damages provisions, Sponsor agrees to credit any liquidated damages recovery to the Project and Station if so required unless the Federal Government permits otherwise. FTA and the Authority reserve the right to concur in any compromise or settlement of any claim involving the Project and Sponsor.

(v) Sponsor recognizes and agrees that the FTA may suspend or terminate the Project for various reasons set forth in the Master Agreement at Section 11, and that such termination may act to cancel or invalidate certain obligations incurred prior to the termination date, and that such Termination may act to relieve the Authority of such obligations as well.

(w) Sponsor may not publish or reproduce any recorded information, whether or not copyrighted, that is delivered or specified to be delivered to the Federal Government under a grant agreement between the Authority and any agency of the Federal Government (“Subject Data”), in whole or in part, or in any manner or form, nor may Sponsor authorize others to do so, without in each instance, the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public. All copyrights in any information created pursuant to this Agreement shall belong to and hereby are assigned to the Authority. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes, (i) any Subject Data developed under this Agreement or any subcontract under this Agreement, whether or not copyright has been obtained; and (ii) any rights of copyright to which the Authority or Sponsor purchases ownership with Federal Assistance. Without limiting the generality of the foregoing, under certain circumstances, the Federal Government may make available Subject Data derived under this Agreement or a copy of Subject Data first produced under this Agreement to other grant recipients or Municipalities. Sponsor agrees to indemnify, save and hold harmless the Authority and FTA against any liability including costs and expenses resulting from any willful or intended violation by Sponsor or its contractors and subcontractors at any tier, of property rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

(x) Sponsor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801, et seq., and U.S. DOT Regulations, “Program

Fraud Civil Remedies,” 49 C.F.R. Part 31, may apply to its actions hereunder. Accordingly, by signing this Agreement, Sponsor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the activities covered hereunder. In addition to other penalties that may be applicable, Sponsor also acknowledges that if it make false, fictitious or fraudulent claims, statements, submissions or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Sponsor to the extent the Federal Government deems appropriate.

(y) i) Sponsor agrees to establish and maintain for the Project, either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project in accordance with 49 C.F.R. § 18.20. Sponsor agrees that all checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents related in whole or in part to the Project shall be clearly identified, readily accessible and available to FTA or the Authority upon request and, to the extent feasible, kept separate from documents not related to the Project.

ii) Sponsor agrees to record in the project records and to deposit in a financial institution all project payments it receives from the Authority in support of the Project, and all other funds provided for, accruing to or otherwise received in account of the Project (“Project Funds”) in accordance with applicable provisions of 49 C.F.R. § 18.21.

- iii) All costs charged to the Project, including any approved services contributed by Sponsor or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing in detail the nature and propriety of the charges and to maintain accurate records of all program income derived from implementation of the Project, including any rental or other compensation from any commercial revenue producing activities or non-profit activities located on or using station property. This requirement may not apply to income determined by FTA to be exempt from the general program income requirements.
- iv) Sponsor agrees to refrain from drawing checks, drafts or orders from goods and services to be charged against the Project account until Sponsor has received and filed in its records a properly signed voucher describing in proper detail the purpose of the expenditure.
- (z) Sponsor agrees as follows:
 - (i) at a minimum, Sponsor agrees to provide the Authority, the FTA and other applicable federal government agencies those reports required by U.S. DOT's Grant Management Rules and any other reports the Federal Government may require;
 - (ii) all reports and other documents intended for public availability developed under the Project and required to be submitted to FTA must be prepared and submitted in electronic and/or paper forms by using, if possible and unless otherwise permitted by FTA, FTA's electronic award and

management system. It is up to FTA to decide the extent to which execution of legal documents relating to the Project may be prepared using FTA's electronic award and management system;

- (iii) Sponsor agrees, that during the course of the performance of work hereunder and for three years thereafter, Sponsor will maintain intact and readily accessible all data, documents, reports, records, contracts and supporting materials relating to the performance of work hereunder as the Federal Government may require for the applicable Project and Station; and
- (iv) upon request, Sponsor agrees to permit the Secretary of Transportation and the Comptroller General of the United States or their authorized representatives, to inspect all work, materials, payrolls and other data and to audit the books, records and accounts of Sponsor and its contractors pertaining to any work performed hereunder.

(aa) Sponsor agrees that it will continue the collective bargaining rights of its employees affected by the Project, if any, and will preserve any existing collective bargaining agreements of such employees or any revisions or renewals thereof, pursuant to the Transit Employee Protection Arrangements entered into between the Authority and various unions and the requirements of 49 U.S.C. § 5333(b) and 29 C.F.R. Part 215 and any amendments thereto.

(bb) Sponsor agrees that, in the event it acquires land in connection with the Project, it will comply with applicable requirements of 49 C.F.R. Part 24 and Sections 210 and 305 of the

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§4630 and 4655.

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ANNEX 1

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Bid No.: _____

Description: _____

CERTIFICATION OF A POTENTIAL PRIME CONTRACTOR (DIRECT THIRD PARTY CONTRACTOR)
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Potential Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or local) terminated for cause or default.
5. The potential Contractor agrees to provide the Authority with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to the Authority.

NOTE: If for any reason the potential Contractor is unable to certify to any of the statements in this certification, the potential Contractor shall attach an explanation to this certification.

THE POTENTIAL CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(Company Name)

DATE: _____

By: _____
Its _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Bid No.: _____

Description: _____

CERTIFICATION OF A POTENTIAL SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The potential Subcontractor/Supplier, _____, certifies, by admission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If for any reason the potential Subcontractor/Supplier, is unable to certify to any of the statements in this certification, it shall attach a explanation to this proposal.
3. THE POTENTIAL SUBCONTRACTOR/SUPPLIER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.
4. The Subcontractor/Supplier shall provide to the Authority and the Subcontractor shall provide to Contractor immediate written notice, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(Company Name)

DATE: _____

By: _____
Its _____

Contractor Note: Contractor must require all Subcontractors/Suppliers to complete this certification and Contractor shall submit the certifications to the Authority as they are received.

ANNEX 2

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Bid No.: _____

Description: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
(name of authorized official)

_____ that:
(name of firm)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with the its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 19____.

COMPANY NAME

By: _____
Its _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. contract ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	3. Report Type: ☐ a. contract ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance
4. Name and address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: <i>(if individual, last name, first name, MI):</i> 	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> 	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of facts upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

ANNEX 3

(8) Federal Requirements - BUY AMERICA CERTIFICATION (NON-ROLLING STOCK)

The Contractor shall complete and executed one of the following certificates, as applicable.

A. Certificate of Compliance With 49 U.S.C. 5323(j)(1)

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date_____

Signature_____

Title_____

B. Certificate for Non-Compliance With 49 U.S.C. 5323(j)(1)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(J)(2)(B) or (2)(D) and regulations in 49 CFR Part 661.7.

Date_____

Signature_____

Title_____

A Contractor seeking a waiver should indicate by checking the appropriate statement below.

/____/ 1. I intend to seek a waiver to Buy-America, however, if the waiver is not available I will perform the work in compliance with the Buy-America regulations at the same price indicated in the Price Schedule herein.

/____/ 2. I intend to seek a waiver to Buy-America, however, in the event a waiver if not available I will not perform the work in accordance with the Buy-America requirements for the same price indicated in the Price Schedule herein.

A Contractor checking statement 2 will not be permitted to withdraw its waiver, and will be ineligible for an award if a waiver is not granted.

CONTRACTOR'S PROPOSAL

A Contractor's execution of the Contract shall constitute his certification that he will comply with the applicable provision of the 49 U.S.C. 5323(j) and regulations, notwithstanding that he failed to separately sign either certification above, unless he has indicated in the space provided that the Contractor will seek an exception, in which event, such execution by the Contractor of the Contract shall constitute his certification in accordance with Paragraph B, above.

If the Contractor seeks a waiver it must furnish an application for a waiver. The application should contain its justification to support the waiver and must be submitted within five (5) working days of the bid opening. (The Contractors is referred to 49 CFR 661.7, for preparation of a waiver application.)

h:\nnepa\stations\nh\nhagree070201.doc

EXHIBIT B

AMTRAK Side Letter



August 3, 2001

Mr. Paul Beecher
City Manager
City of Dover
288 Central Avenue
Dover, New Hampshire 03820

Re: Letter Agreement Regarding Rail Passenger Station

Dear Mr. Beecher:

Amtrak is pleased to be able to include a stop on the proposed Portland, Maine to Boston, Massachusetts passenger rail route at the City of Dover (the "Municipality"). As you know, this new service will be provided at the direction of, and funded by, the Northern New England Passenger Rail Authority ("NNEPRA"). We think the partnership between the Municipality, NNEPRA and Amtrak will be beneficial to all, providing both a source of increased train ridership and another transportation alternative for residents of and visitors to the Municipality.

This letter states the terms of the agreement between Amtrak and the Municipality regarding the Municipality's rail passenger station, including any structures, the platform, parking lot and other associated facilities (collectively, the "Station").

- For so long as the Station is in compliance with applicable laws, and for so long as NNEPRA funds the service and so directs, Amtrak agrees to serve the Station as a regularly scheduled stop on its Portland to Boston route. The frequency with which Amtrak trains will stop at the Station (e.g., daily, weekends only, summer only) will be determined by NNEPRA and Amtrak.
- Amtrak agrees to include this station stop in all of its timetables for the Portland to Boston route.
- The Municipality agrees to make the Station available for use by Amtrak, its passengers and amenities (e.g., facilities for ticket sales); not to charge Amtrak rent or other fees (e.g., utility charges) for such use; and to assure that any building or other

Mr. Paul Beecher
City of Dover
August 3, 2001
Page 2



shelter is "open" and available for passengers arriving or departing on all regularly scheduled trains.

- The Municipality agrees to be responsible for the maintenance, repair and cleaning (including snow removal) of the Station; to keep the Station in a clean, neat and safe condition; and to ensure that that the Station complies with all applicable legal requirements (e.g., Americans with Disabilities Act) and with Amtrak's station standards (as set forth in the "Amtrak Station Planning Guidelines", a copy of which has been provided to the Municipality).
- The Municipality agrees that AMTRAK shall have no responsibility for the physical security (e.g., fencing, police and fire protection) at the Station, all arrangements for which shall be at the reasonable discretion of, and the responsibility of, the Municipality.
- The Municipality agrees to obtain indemnity in favor of Amtrak, NNEPRA, Boston and Maine Corporation ("B&M") and Springfield Terminal Railway Company ("ST") for bodily injury and property damage liability from each of the Municipality's contractors performing work or providing services at the Station. Such indemnity shall be equivalent to that which the Municipality secures for itself from such contractors. The Municipality further agrees to obtain the same insured status (e.g., "additional insured") for Amtrak, NNEPRA, B&M, and ST which the Municipality secures for itself from such contractors.
- The Municipality agrees to indemnify, hold harmless and defend Amtrak against any actions or claims associated with the Station and/or its use; provided, however, that Amtrak agrees to waive such requirements during any period that any non-Amtrak entity (e.g., NNEPRA, the Municipality, a group consisting of one or more of the seven municipalities and other governmental sponsors in Maine and New Hampshire that will be served by Amtrak's trains: Portland, Old Orchard Beach, Saco, Wells, Dover, Durham and Exeter) pays Amtrak's incremental costs for premises liability insurance covering all of the stations in these seven municipalities (or such of them as have stations that are then being served by Amtrak) with limits of \$2,000,000 per occurrence and with a retention of \$10,000 per occurrence.

Mr. Paul Beecher
City of Dover
August 3, 2001
Page 3



If this letter is acceptable, please have an appropriate representative of the City sign and return one copy to me. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lynn M. Bowersox".

Lynn M. Bowersox
Acting President - Northeast Corridor

Enclosure: duplicate original of this letter
cc: Michael Murray, Executive Director, NNEPRA

Agreed and Accepted:

City of Dover, New Hampshire

By: A handwritten signature in cursive script, appearing to read "Paul G. Beecher".

Date 8/27/01

Exhibit C

Ridership Share

“Ridership Share” for a given Station shall mean a fraction, (A) the nominator of which is the projected annual boardings of passengers onto Amtrak trains at such Station and (B) the denominator of which is the total projected boardings of passengers onto Amtrak trains at all Stations that are insured under the applicable insurance policy. Projected boardings initially shall be as set forth below and, for each subsequent calendar year, shall be determined by NNEPRA, in NNEPRA’s sole discretion, based upon forecasts derived from actual ridership statistics, anticipated promotions and events and other relevant factors.

Station	Projected Ridership	Relative Percentage
Portland	93,912	40.35%
Saco	29,016	12.47%
Old Orchard Beach	1,560	0.67%
Wells	32,136	13.81%
Dover	55,224	23.73%
Exeter	20,280	8.71%
Durham	624	0.27%
Total	232,758	100.00%

In the event that one or more but less than all of the Stations is not being covered under the applicable insurance, the pro rata share of costs allocable to Sponsor hereunder shall be adjusted accordingly.

k:\nnepra\stations\nh\station sponsor agr-dover 080101.doc



August 3, 2001

Mr. Paul Beecher
City Manager
City of Dover
288 Central Avenue
Dover, New Hampshire 03820

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- The Municipality agrees to make the Station available for use by Amtrak, its passengers and amenities (e.g., facilities for ticket sales); not to charge Amtrak rent or other fees (e.g., utility charges) for such use; and to assure that any building or other

Mr. Paul Beecher
City of Dover
August 3, 2001
Page 2



shelter is "open" and available for passengers arriving or departing on all regularly scheduled trains.

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Mr. Paul Beecher
City of Dover
August 3, 2001
Page 3



If this letter is acceptable, please have an appropriate representative of the City sign and return one copy to me. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Lynn M. Bowersox".

Lynn M. Bowersox
Acting President - Northeast Corridor

Enclosure: duplicate original of this letter
cc: Michael Murray, Executive Director, NNEPRA

Agreed and Accepted:

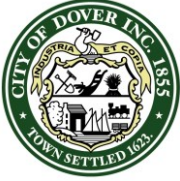
City of Dover, New Hampshire

By: _____

A handwritten signature in cursive script that reads "Paul G. Beecher".

Date _____

8/27/01



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2022.05.25 – 112**

Resolution Re: Approval of Lot Line Restoration for 10 Boyle Street

WHEREAS: RSA 674:39-aa allows property owners whose property has been involuntarily merged by a municipality prior to September 18, 2010 to apply to the City Council to unmerge the lots, provided certain statutory criteria have been met; and

WHEREAS: Berr Par, Inc., owner of 10 Boyle Street (Tax Map 20, Lot 55), has applied for a lot restoration of its property for two former lots that had historically existed, shown as “Lot A” and “Lot B” on a plan entitled “Proposed Subdivision Gateway Associates Wentworth Street Dover, New Hampshire” dated January 20, 1988 and recorded with the Strafford County Registry of Deeds as Plan #33A-70, and attached hereto (“the 1988 Plan”); and

WHEREAS: City staff have reviewed the application and found no or insufficient evidence of voluntary lot merger that might otherwise preclude restoration of these lots.

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

Pursuant to RSA 674:39-aa, the lot restoration application of Berr Par, Inc. is approved, and the former lot line for 10 Boyle Street (Tax Map 20, Lot 55) separating “Lot A” and “Lot B” on the 1988 plan submitted by the applicant is hereby restored to its premerger status. This resolution neither relies upon, endorses, approves, nor expresses any view or opinion about other matters shown on the aforesaid plan aside from restoring the prior lot line between lots as shown on the 1988 Plan.

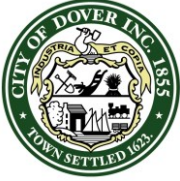
AUTHORIZATION

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 - 2022.05.25 – 112**

Resolution Re: Approval of Lot Line Restoration for 10 Boyle Street

DOCUMENT HISTORY:

First Reading Date:

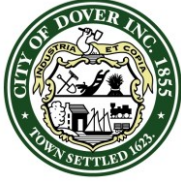
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.5. Resolution Number: R - 2022.05.25 – 112 Resolution Re: Approval of Lot Line Restoration for 10 Boyle Street
---	--

RESOLUTION BACKGROUND MATERIAL:

Attached is a package containing the Lot Restoration Application and the materials submitted by the applicant. Also attached is a copy of the 1988 Plan. City staff researched the property and found insufficient evidence of voluntary merger as to the proposed restoration of lots.

By way of background, RSA 674:39-aa allows property owners whose property has been involuntarily merged by a municipality to apply to the City Council to unmerge the lots. A copy of portions of that statute appear below:

I. In this section:

- (a) "Involuntary merger" and "involuntarily merged" mean lots merged by municipal action for zoning, assessing, or taxation purposes without the consent of the owner.
- (b) "Owner" means the person or entity that holds legal title to the lots in question, even if such person or entity did not hold legal title at the time of the involuntary merger.
- (c) "Voluntary merger" and "voluntarily merged" mean a merger under RSA 674:39-a, or any overt action or conduct that indicates an owner regarded said lots as merged such as, but not limited to, abandoning a lot line.

II. Lots or parcels that were involuntarily merged prior to September 18, 2010 by a city, town, county, village district, or any other municipality, shall at the request of the owner, be restored to their premerger status and all zoning and tax maps shall be updated to identify the premerger boundaries of said lots or parcels as recorded at the appropriate registry of deeds, provided:

- (a) The request is submitted to the governing body.
- (b) No owner in the chain of title voluntarily merged his or her lots. If any owner in the chain of title voluntarily merged his or her lots, then all subsequent owners shall be estopped from requesting restoration. The municipality shall have the burden of proof to show that any previous owner voluntarily merged his or her lots.

...

V. The restoration of the lots to their premerger status shall not be deemed to cure any non-conformity with existing local land use ordinances.

...

RSA 673:39-aa.



City of Dover, New Hampshire APPLICATION FOR LOT RESTORATION

[Revision Date: February 10, 2022]

Office Use Only

#22-01

Date Received

Planning
4-20-22

In accordance with RSA 674:39 aa, lots or parcels that were involuntarily merged by municipal action for zoning, assessing, or taxation purposes prior to September 18, 2010 shall be restored to their premerger status provided that request is submitted to the City Council and no owner in the chain of title voluntarily merged his or her lots.

APPLICANT AND OWNER INFORMATION

Name of Applicant: BERR PAR INC (JAMES McTAVAY PRES.) Telephone # 603-767-7539
Address of Applicant: 26 PROSPECT ST DOVER E-Mail Address PROSPECT26@COMCAST.NET
Name of Property Owner (if different from applicant): _____ Telephone # _____
Address of Property Owner: _____ E-Mail Address _____

PROPERTY INFORMATION

Assessor's Map # 20-55-0-0 Lot # 10 Zoning District(s) RM-U
Please provide: PARCEL ID 20055-000000

- A Copy of the deed for the parcel(s)/lot(s)
- A Copy of any recorded plans or surveys which may depict the premerger configuration of any lots.
- If any part of the existing map/lot is improved by a structure, the applicant must provide a signed & stamped as-built survey which reflects the location of the structure.
- If the applicant is someone other than the property owner, a letter from the property owner authorizing the applicant to submit this application and make the request to restore the property owner's lot(s) to pre-merger status.

REQUEST CERTIFICATION

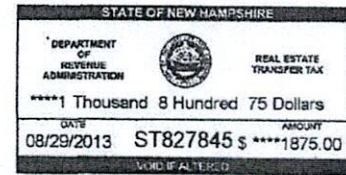
I/we hereby verify by signing this application that I/We understand that the restoration of the lots to their premerger status shall not cure any non-conformity with existing land use ordinances. It is further understood that the above described lots shall no longer be assessed as one lot for property tax evaluation purposes. I/we also certify that, to the best of my/our knowledge, information, and belief, no owner in the chain of title voluntarily merged or consented to merger of the lots that are being requested to be restored.

Signature of Property Owner: James McTavay for BERR PAR INC Date: 4/10/2022
Signature of Applicant (if different from owner): _____ Date: _____

=====
(For Office Use Only)

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

Tax Assessor [Signature] Date 5/12/22
Zoning Administrator Natalia M. Kipper Date 5-17-22



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that The First Parish Church (Congregational), a New Hampshire charitable corporation duly organized by law and having a place of business at 218 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820, for consideration paid, grants to BERR PAR, INC., a New Hampshire corporation duly organized by law and having a place of business at 7 Hanson Street, Dover, County of Strafford and State of New Hampshire 03820, with WARRANTY COVENANTS, the following premises:

Two certain lots or parcels of land with any buildings thereon situate in Dover, County of Strafford and State of New Hampshire, and more particularly shown as Lot A and Lot B on a plan entitled "Proposed Subdivision, Gateway Associates, Wentworth Street, Dover, NH" by Civil Consultants dated January 20, 1988, recorded in the Strafford County Registry of Deeds as Plan #33A-70, being more particularly bounded and described as follows:

Lot A: A certain tract of land on the northerly side of Wentworth Street, beginning at an iron pin set at the southwesterly corner of the within described premises at land now or formerly of Cragin; thence running along Wentworth Street, formerly Pidgin Street, N 68° 21' 29" E a distance of 108.78 feet to an iron pin to be set at Lot B; thence running along Lot B, N 21° 37' 55" a distance of 130.78 feet to an iron pin to be set at Lot C; thence running along Lot C S 78° 31' 38" W a distance of 36.20 feet to an iron pin to be set at land now or formerly of Down East Energy; thence running along said Down East Energy land S 78° 31' 38" W a distance of 51.01 feet to an iron pipe found at land now or formerly of Crosier; thence running along said Crosier land S 13° 24' 9" E a distance of 61.38 feet to an

iron pin to be set; thence continuing along said Crosier land S 67° 46' 25" W a distance of 4 feet to an iron pin to be set at land now or formerly of Cragin; thence running along said Cragin land S 14° 57' 38" E a distance of 86 feet to an iron pin to be set at the northerly side of Wentworth Street and the point of beginning. Containing 13,673 square feet.

Lot B: A certain tract of land on the northerly side of Wentworth Street, beginning at an iron pin at the southwesterly corner of the within described premises and the southwesterly corner of Lot A; thence running along Wentworth Street, N 68° 21' 29" E a distance of 88.79 feet to a one and one-half inch iron pipe found 3 inches below ground at land now or formerly of Cabral; thence running along said Cabral land N 20° 16' 32" W a distance of 86.42 feet to an iron pin to be set at land now or formerly of Patterson and Dennis; thence running along said Patterson and Dennis land and the easterly boundary of a drainage easement N 20° 8' 40" W a distance of 27.97 feet to an iron pin to be set at Lot C; thence running along Lot C and in part along a drainage easement S 78° 31' 38" W a distance of 93.11 feet to an iron pin to be set at Lot A; thence running along Lot A, S 21° 37' 55" E a distance of 130.78 feet to an iron pin to be set at the northerly side of Wentworth Street and the point of beginning. Containing 11,061 square feet.

Lot B is subject to a drainage easement for the benefit of Lot C as more particularly shown on the above referenced plan.

Together with a license to said Grantee for the purpose of use by it, its agents, parishioners, and permittees, to travel on foot and by vehicles from said granted premises across other premises of the Grantor shown on said Plan 33A-70 as Lot C and Lot C-1 to and from Hanson Street, a public highway, utilizing a driveway on Lot C-1 fronting on Hanson Street. This license shall continue in full force and effect during such time as the Grantee owns said granted premises, and utilizes the same as a parking lot, and shall terminate on the cessation of such use and ownership.

The said granted premises are also shown on the Tax Maps of the City of Dover as Map 20, Lot 55 and Lot 55 A.

Meaning and intending to convey the same premises as conveyed by The First Parish Church (Congregational) to The First Parish Church (Congregational) by Warranty Deed dated June 28, 1996, recorded in Strafford County Registry of Deeds, Book 1873, Page 0408.

The undersigned Richard Erickson, Chairman of the Board of Wardens, and Timothy Ashe, Chairman of the Church Council, and Lisa Nicholson, Treasurer, all certify that we are authorized on behalf of The First Parish Church (Congregational) in our official capacities to execute the within deed and that we further certify that we have full power and authority to execute the within deed having been duly authorized by unanimous vote of the members of The First Parish Church (Congregational), which vote was held on Sunday, July 28, 2013 and memorialized in the Certificate of Moderator.

DATED this 28 day of August, 2013.

THE FIRST PARISH CHURCH
(CONGREGATIONAL)

By: *Lisa Nicholson*
Lisa Nicholson, Treasurer

By: *Timothy Ashe*
Timothy Ashe, Chairman of the Church
Council

By: *Richard Erickson*
Richard Erickson, Chairman of the
Board of Wardens

THE STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

August 28, 2013

Personally appeared Lisa Nicholson, Treasurer of The First Parish Church (Congregational), and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me,

Patricia A. Taylor
Notary Public - Justice of the Peace

My Commission Expires: 10/7/14

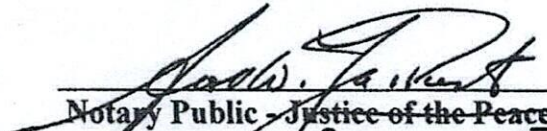
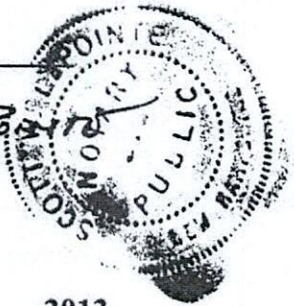


THE STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

August 29, 2013

Personally appeared Timothy Ashe, Chairman of the Church Council of The First Parish Church (Congregational), and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

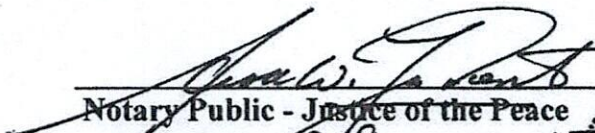
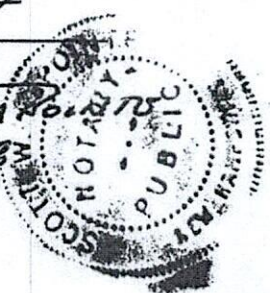

Notary Public - Justice of the Peace
My Commission Expires: 2/18/18


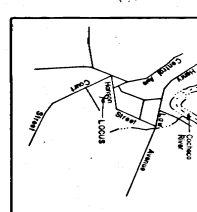
THE STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

, 2013

Personally appeared Richard Erickson, Chairman of the Board of Wardens of The First Parish Church (Congregational), and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

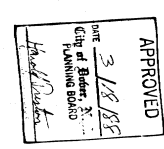

Notary Public - Justice of the Peace
My Commission Expires: 2/18/18
Scott W. LaBonte




LOCATION PLAN
 N.T.S.

NOTES:

- 1) PROPERTY IS IDENTIFIED AS LOTS #48 & #49 ON CITY OF DOVER TAX MAP #20.
- 2) PROPERTY IS RM 10
- 3) DRAINAGE IS DESIGNED TO OBTAIN PRESENT AND FUTURE STORM DRAINAGE TO A 25 YEAR FLOOD FLOODING EVENT SIZED TO PERMIT SOME FUTURE DEVELOPMENT OF REMAINING PROPERTY ON WENTWORTH STREET.

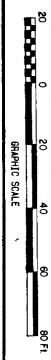


REFERENCE PLANS:

- 1) "PLAN OF LAND IN DOVER, NEW HAMPSHIRE, SURVEYED FOR SACKOY WADSWORTH CO. INC., WALTER S. WHEELER, APRIL 6, 1936 RECORDED S.C.R.D. PLAN #91, FOLDER #1.
- 2) "PLAN OF LOT 7, GERARD LAMORELUX HANSON STREET, DOVER, NEW HAMPSHIRE, G.L. DAVIS & ASSOC. NOV. 1968.
- 3) "PLAN OF LAND OF KERRY FORBES & JAMES MATTHEY, PORTION OF LAND OF DOWN EAST ENERGY, HANSON STREET, DOVER, NEW HAMPSHIRE" CIVIL CONSULTANTS NOV. 1986.
- 4) "REVISED SUBDIVISION ARTHUR G. DAVIS, CRICKET BROOK, DOVER, NEW HAMPSHIRE, G.L. DAVIS & ASSOC. AUG. 1977 RECORDED S.C.R.D. #18-66.

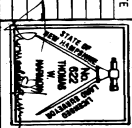
LEGEND:

- Iron Pin To Be Set
- Existing Foundation (Pile Cap)
- Solar Fence
- Iron Pin Of Pipe Found
- Fence Post
- Utility Pole
- Fire Hydrant
- Street Machine
- Water Gate
- Tree Stump
- Catch Basin
- Angle Iron Found



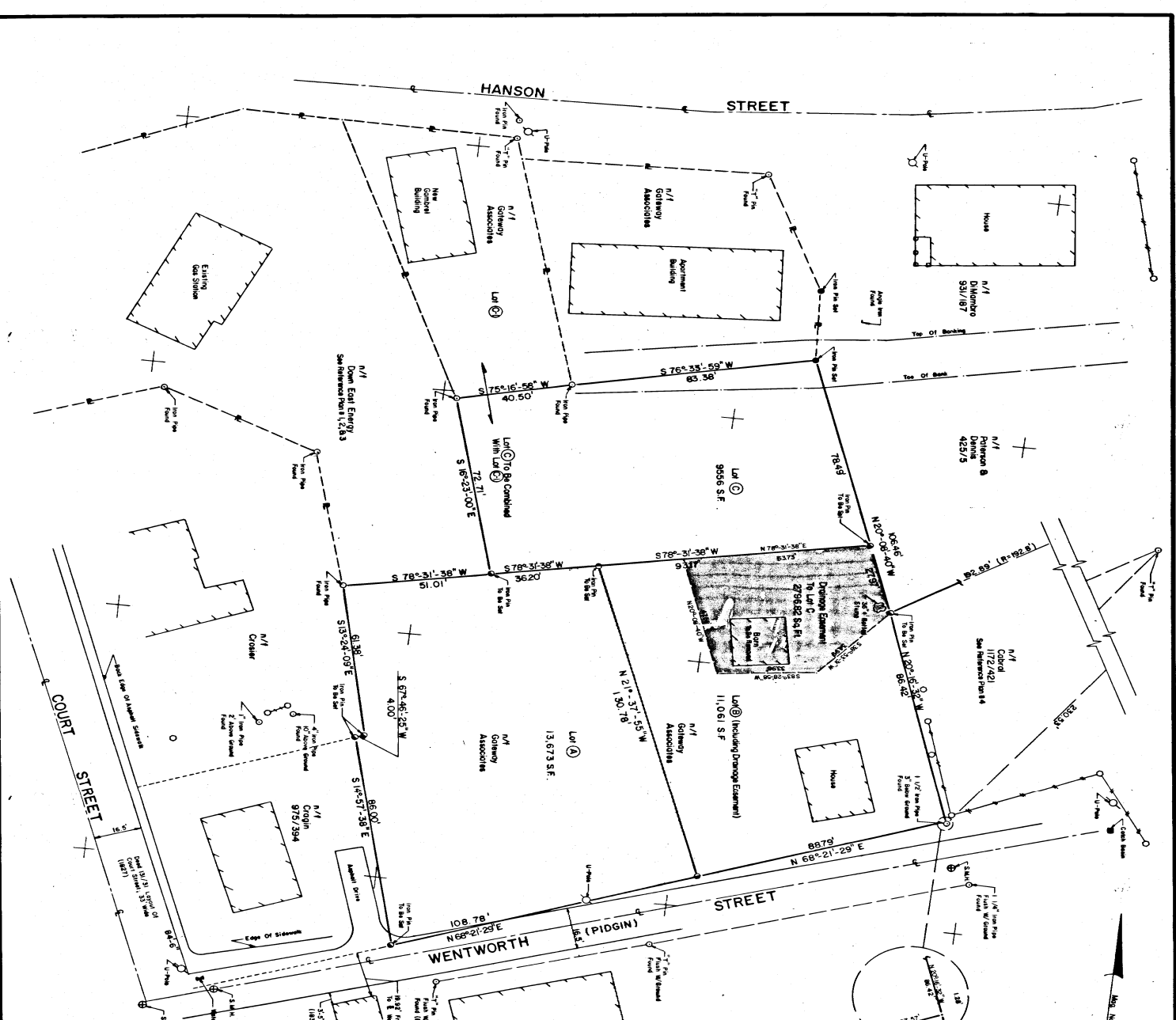
PROPOSED SUBDIVISION
 GATEWAY ASSOCIATES
 WENTWORTH STREET
 DOVER, NEW HAMPSHIRE

CIVIL CONSULTANTS
 ENGINEERING & PLANNING
 293 MAIN ST SOUTH BEND, MAINE



NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE	SCALE	DATE
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88
12/20/88	1"=20'	12/20/88





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2022.05.25 – 113**

Resolution Re: B15060 Additional Scope of Work for the Cochecho Waterfront Development Project - Horsley Witten Group, Inc.

WHEREAS: A Sealed Request for Qualifications #B15060 was issued and received for a Design and Engineering Team for the Waterfront Development project on May 12, 2015 at 11:00 am; and

WHEREAS: Eight firms replied and the proposals were evaluated by the Design Team RFQ Review Sub-committee of the Cochecho Waterfront Development Advisory Committee (CWDAC) and City personnel. The Council approved award of the contract to the team of Union Studio, Horsley Witten, Ironwood Design, GZA, Waterstone Engineering, and Abramson & Associates; and

WHEREAS: In June 2017, Union Studio proposed a change of the prime consultant to team member, Horsley Witten Group, Inc. which was approved by council. Project Phases I – IV have been ongoing with Horsley Witten Group, Inc. and as outlined in the background section; and

WHEREAS: Horsley Witten Group, Inc. has submitted an additional scope of work in the amount of \$349,509.00 for project adjustments to the “Flex Fund” contract budget, as well as new tasks that include support in monitoring the wetland mitigation elements of the project and PCB and lead remediation oversight. Work is to be performed through an extension of their existing agreement to June 30, 2023. It is the recommendation to increase the contract by this amount, making the new Flex Fund contract total \$1,068,409.00.

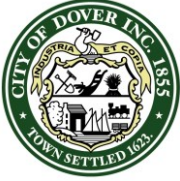
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to Horsley Witten Group, Inc. of Sandwich, MA for an additional scope of work related to the Dover Cochecho Waterfront Development project for adjustments to the “Flex Fund” contract budget, as well as new tasks that include support in monitoring the wetland mitigation elements of the project and PCB and lead remediation oversight in the amount of \$349,509.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance	Charge
3715.1.190.41991.4339.00000.00	Consulting Services	144,700.00	135,402.98	80,000.00
4017.1.180.41910.4715.02513.17	Land Improvements	1,650,000.00	13,323.67	13,323.67
4023.1.180.41910.4715.02513.23	Waterfront Development Site	8,400,000.00	8,400,000.00	42,000.00
4009.1.300.43112.4715.03194.09	Land Improvements	20,998.03	20,998.03	20,998.03
4017.1.300.41910.4715.03194.17	Land Improvements	600,000.00	600,000.00	193,187.30
			Total	349,509.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2022.05.25 – 113**

Resolution Re: B15060 Additional Scope of Work for the Cochecho Waterfront Development Project - Horsley Witten Group, Inc.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.1. Resolution Number: R – 2022.05.25 – 113 Resolution Re: B15060 Additional Scope of Work for the Cochecho Waterfront Development Project - Horsley Witten Group, Inc.
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RESOLUTION BACKGROUND MATERIAL

Phase I and Phase II led by Union Studio costs of \$395,000.00, approved by council via resolution [R-2017.03.22-020](#).

Phase III led by Horsley Witten Group, Inc for engineering services to include surveying, design development and construction documents in the amount of \$423,677.00 was approved by council via resolution [R-2017.06.14-055](#).

In April 2018, Horsley Witten Group, Inc. submitted a proposal for additional work and unforeseen conditions outside the original contract scope in the amount of \$186,100.00 which was approved by council via resolution [R-2018.03.14-019](#).

In September 2018, \$5,000.00 was added for additional services. In February 2019, the city received a request to add \$20,000.00 for technical services thereby bringing changes to threshold requiring council approval which was approved by council via resolution [R-2019.02.27-019](#).

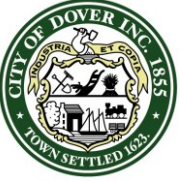
In May 2019, an additional scope of work was added in the amount of \$4,950.00 for land surveying services.

In June 2019, an additional \$149,750.00 was added for increases to the Flex Fund for Phase IV tasks during fiscal year July 1, 2019-June 30, 2020 and lump sum contract increases as approved by council via resolution [R-2019-06.26-082](#). The work was extended to June 30, 2021.

On June 9, 2021, an additional Scope of Work and contract extension was added for adjustments to the “Flex Fund” contract budget in the amount of \$169,351.00, as well as new bid and construction administration tasks in the amount of \$195,960.00 for a total of \$365,311.00 for tasks during fiscal year July 1, 2021 to June 30, 2022 as approved by council via resolution [R-2021.06.09-095](#). New Flex Fund total \$718,900.00 (Total new contract amount \$1,154,788.00).

An Additional Scope of Work and contract extension is being requested for adjustments to the “Flex Fund” contract budget in the amount of \$255,187.00 for continued service and new tasks that include support in monitoring the wetland mitigation elements of the project and PCB and lead remediation oversight in the amount of \$94,322.00 for a total of \$349,509.00 during fiscal year July 1, 2022 to June 30, 2023. New Flex Fund total \$1,068,409.00 (Total new contract amount \$1,504,297.00).

	Previous Flex Fund	Proposed Increase	Flex Fund Total
Flex Fund, Additional Scope of Work		\$ 255,187.00	\$ 255,187.00
New Tasks, FY2022-2023		\$ 94,322.00	\$ 94,322.00
	\$ 718,900.00	\$ 349,509.00	\$ 1,068,409.00

 CITY OF DOVER	CITY OF DOVER - RESOLUTION
	Agenda Item#: 13.B.1.
	Resolution Number: R – 2022.05.25 – 113 Resolution Re: B15060 Additional Scope of Work for the Cochecho Waterfront Development Project - Horsley Witten Group, Inc.

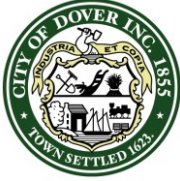
Award Information:

A purchase change order will be issued to Horsley Witten Group, Inc. to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	265 engineers and 180 architects	Number of Responses:	8 and 1 NB
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year/6-30-2023	Estimated Delivery:	As Needed
Recommended Award to:	Horsley Witten Group, Inc.	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval.

[B15060 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.05.25 – 114**

Resolution Re: B21001 Rock Salt & Solar Salt Cooperative Purchase, Year 3

WHEREAS: A Sealed Request for Proposal 18-20 was issued and received by the City of Concord for Rock Salt and Solar Salt on July 17, 2020 at 2:00 p.m.; and

WHEREAS: In an effort to obtain better pricing and quality of product and delivery service, the RFP was a cooperative endeavor with several other municipalities as outlined in the background section of this resolution. The Council awarded the first year of the contract to Morton Salt, Inc. via resolution [R-2020.08.26-142](#) at the rate of \$48.65 per ton for delivered rock/solar salt and \$48.50 per ton for picked up rock/solar salt at the Portsmouth plant; and

WHEREAS: Rates for the third year of the agreement beginning July 1, 2022 through June 30, 2023 were received by the vendor requesting a 31.02% increase to the current contract pricing or \$68.84 per ton for delivered rock/solar salt and \$66.00 per ton for picked up rock salt and \$66.50 per ton for picked up solar salt at the Portsmouth plant.

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 Morton Salt, Inc. of Chicago, IL for rock/solar salt delivered or picked up at the given rates provided in conjunction with Bid #B21001 for Year 3. The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43125.4612.00000	Snow Removal - Operating Supplies, FY23	264,500	264,500

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.05.25 – 114**

Resolution Re: B21001 Rock Salt & Solar Salt Cooperative Purchase, Year 3

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 Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.05.25 – 114**

Resolution Re: B21001 Rock Salt & Solar Salt Cooperative Purchase, Year 3

RESOLUTION BACKGROUND MATERIAL:

A Sealed Request for Proposal 18-20 was issued and received by the City of Concord for Road Salt and Solar Salt on July 17, 2020 at 2:00 PM and included the municipalities noted below.

City of Concord
City of Laconia

City of Dover
City of Lebanon

City of Keene City of Somersworth
City of Rochester

Due in large part to increasing fuel prices, Morton Salt, Inc. has requested an 31.02% increase for delivered and picked up rock salt/solar salt for the 2022-2023 season. Rates are to be for a one (1) year period of time (7/1/2022-6/30/2023). Based on quantities used during the 2021-2022 season, expenses are estimated to be \$212,349.00 during the 2022-2023 Season.

Below is a History of Delivered Pricing for the City of Dover.

Fiscal Year	Price Per Ton, Delivered
2022-2023 Season, Proposed	\$68.84 / Ton
2021-2022 Season	\$52.54 / Ton
2020-2021 Season	\$48.65 / Ton
2019-2020 Season	\$50.15 / Ton
2018-2019 Season	\$50.15 / Ton
2017-2018 Season	\$53.15 / Ton
2016-2017 Season	\$54.38 / Ton

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution. City staff will work with the City of Concord and the vendor to finalize the terms of the second year of the agreement with Morton Salt, Inc. following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	N/A	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	June 30, 2023	Estimated Delivery:	As Needed
Recommended Award to:	Morton Salt, Inc.	Fund:	Operating – Snow Removal
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.

[B21001 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2022.05.25 – 115**
Resolution Re: General Fund Budget Amendment – FY2022 Transfer
Funds into School Capital Reserve Funds

WHEREAS: The Dover School Department requires significant capital investments for the support of students and school facilities; and

WHEREAS: The Dover School Board has identified that there is unexpended FY2022 appropriations that exist and could be reprogrammed to transfer into certain School capital reserves; and

WHEREAS: The Dover School Board approved a May 23, 2022 resolution requesting the City Council approve the transfer of funds into the School Technology Capital Reserve and School Student Services Capital Reserve; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00) is appropriated for transfer into the respective School Capital Reserve Funds from the Dover School District's FY2022 General Fund adopted appropriations as follows:

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

Account Number	Account Description	Adopted	Budget	Revised
		Budget	Amendment	Budget
1000.2.600.05251.4918.00000.00.000.000.910	Transfer to School Athletics Capital Reserve	50,000.00	0.00	50,000.00
1000.2.600.05251.4918.00000.00.000.000.910	Transfer to School Curriculum Capital Reserve	50,000.00	0.00	50,000.00
1000.2.600.05251.4918.00000.00.000.000.910	Transfer to School Instructional Equipment Capital Reserve	50,000.00	0.00	50,000.00
1000.2.600.05251.4918.00000.00.000.000.910	Transfer to School Technology Capital Reserve	250,000.00	300,000.00	550,000.00
1000.2.600.05251.4918.00000.00.000.000.910	Transfer to School Student Services Capital Reserve	100,000.00	250,000.00	350,000.00
1000.2.600.05251.4918.00000.00.000.000.910	Transfer to School Facilities Capital Reserve	300,000.00	0.00	300,000.00
		800,000.00	550,000.00	1,350,000.00
1000.1.600.46900.4950.00000.00.000.000.950	School District Education Appropriation	62,446,025.00	(550,000.00)	61,896,025.00
		62,446,025.00	(550,000.00)	61,896,025.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2022.05.25 – 115**
Resolution Re: General Fund Budget Amendment – FY2022 Transfer
Funds into School Capital Reserve Funds

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 Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

In accordance with City Charter C6-8 Transfers, the School Department's School Board approved a resolution on May 23, 2022 identifying that \$550,000.00 of the department's FY2022 General Fund available (unexpended) appropriations be transferred into the School Capital Reserve Funds. \$250,000 would be transferred into the Student Services Capital Reserve Fund and \$300,000 would be transferred into the School Technology Capital Reserve Fund.

In accordance with NH RSA Chapter 34 *Capital Reserve Funds for Cities*, the City Council must approve any transfer into a city capital reserve fund.

This resolution does not increase any appropriations.

A copy of the adopted School Board resolution is attached to this City Council resolution.

RESOLUTION

RE: TRANSFER FUNDS TO THE SCHOOL TECHNOLOGY AND STUDENT SUPPORT SERVICES CAPITAL RESERVE FUNDS

WHEREAS: The Dover City Council established capital reserve funds titled Technology and Student Support Services Capital Reserve funds; and

WHEREAS: The Dover School Board has recognized an amount up to five hundred and fifty thousand (\$550,000) dollars in unencumbered funds within the 2021-2022 Dover City Council adopted budget appropriation available for transfer into capital reserves; and

WHEREAS: If necessary, the Superintendent, or designee, must be able to rescind or reduce the amount of the requested transfer if additional unanticipated expenses are incurred prior to June 26, 2022; and

NOW, THEREFORE, BE IT RESOLVED THAT HEREIN IS A FORMAL REQUEST FROM THE DOVER SCHOOL BOARD TO THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Council transfer an amount up to \$550,000 into the School Department Capital Reserve accounts and to appropriate those funds from General Fund-Education as noted below:

Transfer Budget Increase

Account	Detail Description	Transfer Amount
1000.2.600.05251.4918.00000.00.000.000.910	Technology CRF	\$ 300,000
1000.2.600.05251.4918.00000.00.000.000.910	Student Support Services CRF	\$ 250,000

Budget Reductions

Account	Detail Description	Transfer Amount
1000.2.630.01100.4110.00000.00.000.120.100	SALARIES TEACHERS DHS	\$ 300,000
1000.2.620.01100.4110.00000.00.000.120.100	SALARIES TEACHERS DMS	\$ 250,000

AND BE IT FURTHER RESOLVED THAT:

The Dover School Board gives authority to the Superintendent, or designee, the authority to rescind or reduce, if necessary, the amount of the requested transfer if additional unanticipated expenses are incurred prior to June 26, 2022.

SUBMITTED BY:


Carolyn Mebert, Chairperson


Jessica Rozzo, Vice-Chairperson

Kathleen Morrison, Secretary

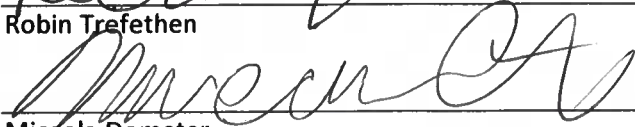
Maggie Fogarty

RESOLUTION

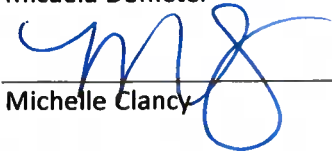
RE: TRANSFER FUNDS TO THE SCHOOL TECHNOLOGY AND STUDENT SUPPORT SERVICES CAPITAL RESERVE FUNDS



Robin Trefethen



Micaela Demeter



Michelle Clancy