



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, July 13, 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. **B22067 DOVER CITY HALL CLOCK TOWER RESTORATION AND FISCAL YEAR 2022 CIP APPROPRIATION NON-DEBT FINANCED (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. **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.
 - C. **CITY MANAGER'S REPORT**
 - D. **APPROVAL OF MINUTES**
 - A. **June 22, 2022 – Regular Meeting**
 - E. **MAYOR'S REPORT**
 - F. **UNFINISHED BUSINESS**
 - A. **ORDINANCES IN THE 2nd READING**
 - B. **ORDINANCES IN THE 3RD READING**
 - C. **RESOLUTIONS**
 1. **B22067 DOVER CITY HALL CLOCK TOWER RESTORATION AND FISCAL YEAR 2022 CIP APPROPRIATION NON-DEBT FINANCED (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
SPONSORED BY MAYOR CARRIER BY REQUEST
13. **NEW BUSINESS**
 - A. **CONSENT CALENDAR**
 1. **B11001 WRIGHT-PIERCE ENGINEERING SERVICES FOR SEWER PUMP STATION EVALUATIONS – ARPA GRANT**
SPONSORED BY MAYOR CARRIER BY REQUEST
 2. **B20031 FIRE INSPECTIONS SERVICES ARENA FIRE ALARM PANEL UPGRADE - MINUTEMAN SECURITY TECHNOLOGIES / NORRIS FIRE**
SPONSORED BY MAYOR CARRIER BY REQUEST



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3. **B22079 AWARD OF BID TO K5 CORPORATION FOR PAVEMENT MARKINGS OF THE 400TH LOGO IN DESIGNATED CITY CROSSWALKS**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **LIBRARY BOOKS & MEDIA PURCHASES**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **AUTHORIZATION TO ACCEPT AND EXPEND THE BUREAU OF JUSTICE ASSISTANCE BALLISTIC VEST GRANT**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **ADDITIONAL SCOPE OF WORK FOR DREDGE CELL CLOSURE – GeolINSIGHT, INC.**
SPONSORED BY MAYOR CARRIER BY REQUEST
7. **AUTHORIZATION TO UTILIZE THE SERVICES OF DR. NICOLE L. SAWYER**
SPONSORED BY MAYOR CARRIER BY REQUEST
8. **ENVIRONMENTAL PROJECTS CONSULTING SERVICES - PESCHEL CONSULTING LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
9. **Q22-001 AWARD OF DEBT AND LEASE MANAGEMENT PROGRAM**
SPONSORED BY MAYOR CARRIER BY REQUEST
10. **APPROVAL OF FIRE CHIEF FOR THE CITY OF DOVER EMPLOYMENT AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
11. **APPROVAL OF DIRECTOR OF HUMAN RESOURCES FOR THE CITY OF DOVER EMPLOYMENT AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
12. **AUTHORIZATION TO PROVIDE CITY OF DOVER'S CONSENT TO LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT OF COCHECO FALLS ASSOCIATES, L.P.**
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) |
| 113. Legislative Liaison (Shanahan) | 28. Stratford Regional Planning Commission (Williams) |
| 114. Library Board of Trustees (Thibodeaux) | 29. Government Affairs (Carrier) |
| 15. McConnell Center Advisory Committee (Thibodeaux) | |



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B. RESOLUTIONS

1. **STANDARD DREDGE AND FILL WETLANDS PERMIT APPLICATION COCHECO WATERFRONT**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B11001 WRIGHT-PIERCE ENGINEERING SERVICES FOR THE WASTE WATER TREATMENT FACILITY (WWTF) SECONDARY CLARIFIER NO. 3**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **AUTHORIZATION TO ACCEPT AND EXPEND NH DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH ON BEHALF OF THE GOVERNOR'S COMMISSION ON ALCOHOL AND OTHER DRUGS GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 27, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **AUTHORIZATION TO ACCEPT AND EXPEND THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION -OFFICE OF HIGHWAY SAFETY EQUIPMENT GRANT**
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 27, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

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

CITY MANAGER'S REPORT

July 13, 2022

Reporting On:
June 2022

By: J. Michael Joyal, Jr.
City Manager

Legal Department

Joshua Wyatt, City Attorney

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

For the month of June 2022:

	For Month	FY22	FY21	FY20	FY19
Legal Matters/Questions Handled	93	790	703	466	342
Review Existing Legal Contracts & Draft Memo	12	161	-	-	-
Legal Contracts/Memo Created	21	214	350	256	269
Right to Know Requests Processed	11	78	51	49	41
Resolutions	12	74	73	75	53
Ordinances	0	24	19	10	18
Leases	0	13	-	-	-
Primex Auto Claims Handled	1	46	-	-	-
Primex Liability Claims Handled	9	70	-	-	-
Primex Property Claims Handled	9	68	-	-	-

Right to Know Requests

Pursuant to RSA 91-A, the following Right to Know requests were received in May:

- Ohm Analytics – Residential and Commercial Solar Permits from 4/1/22 to 5/31/22
- Marybeth Walker – Copy of the Sansoucy bid for Assessing Services
- Garry Lane – All notes, memos, emails, letter and all other documentation and records relating to executive session regarding Lane Brunt appeal
- Patricia Ross – Copy of bid submitted by D&C Construction Co., Inc. referencing the Spur Road Reconstruction Project
- Voter Psychology – Request for all ballots from the 2020 election

- Armanda Analytics, Inc. – Belknap Apartments 27-44 Belknap St, 10-12 Folsom St – all bldg./fire code violations, Certificates of Occupancy, permits, variances
- Zoning-Info.com – 44 Industrial Park Drive request for all code violations, approved site plans, variances, ordinances, special permits, conditional/special use permits, zoning cases and resolutions, and certificates of occupancy
- Partners Engineering & Science – 343 7th Street request for hazardous materials and/or waste, storage tanks, hazardous materials incidents
- Paul Butler – request for Equity Plan presented at school board meeting on June 22, 2022
- Urbanstat – Residential and Commercial Permit Data from 1/11/2012 to 6/30/2022
- EBI Consulting – 29 ½ Littleworth Rd, Dover – request for building permits, certificates of occupancy, building and fire code violations, open fire code violations, last fire inspection, installation/removal of storage tanks, asbestos and lead based paint abatement

Assistance to City Departments

City Council & City Boards	Attention to resolutions and ordinances as needed or requested by City Council;
Community Services	Assistance with certain procurements; assistance with code enforcement issues; assistance with proposed tower lease; assistance with Great Bay matters; assistance with contract administration questions; assistance with easement needs and questions; assistance with potentially hazardous trees; assistance with drinking water quality issues; assistance with driveway permit enforcement issues; assistance with water/sewer questions.
Executive	Assistance with several proposed purchase/sale agreements and with proposed new development agreement.
Finance	Track and file City claims with Primex; assistance with bankruptcy matters; assistance with collection efforts and possible tax deeding; assistance with numerous procurements for Fiscal Year rollover; assistance with lease tracking; assistance with legal research for assessing matters; assistance with review of City budget timing.
Fire & Rescue	Review contracts; assistance with notice to vacate; assistance with code enforcement research and process.
Planning	Assistance with plan review questions; assistance with zoning board applications; assistance with code enforcement matters; assistance with waterfront project; assistance with lot restoration request; assistance with graffiti abatement efforts; assistance with community trail easements.
Police	Assistance with Right to Know inquiries; assistance with contracts; assistance with parade review; assistance with other matters.
Public Library	No assistance required.
Public Welfare	Assistance with lien review.
Recreation	Assistance with compliance inquiries; assistance with lease-related matters; assistance; assistance with proposed Olympic plaque.
School	Assistance with RSA 91-A and requests; assistance with contract review; assistance with compliance questions.

Litigation

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

-Maloney v. City of Dover –Case is pending with Rockingham Superior Court; City accepted service. Case is undergoing discovery.

-Opioid Epidemic Litigation – retained services of Robbins Geller of Boca Raton, Florida for fraudulent marketing practices of pharmaceutical manufacturers. Suit filed in USDC in Concord. Case has been transferred to federal court in Ohio as part of a multi-district litigation consolidation. In 2021, the City received its first payment from the State of New Hampshire pursuant to RSA 126-A:83, II, by virtue of an opioid-related settlement entered into by the State of New Hampshire. A national settlement as to certain defendants was accepted in January 2022. Settlements or other payments in satisfaction of City claims may be forthcoming from other defendants, but would be required to be tendered to the State's Opioid Abatement Trust Fund per RSA 126-A:83, I. Certain of the City's opioid claims have become part of bankruptcy proceedings..

-Mary Hebbard v. City of Dover, John & Karen Brough and Ryan Colbath - served on City of Dover on April 17, 2019. Partial summary judgment rulings received in February 2021. Following trial in 2021, a final trial order was issued by the Court on April 1, 2022, finding in favor of the City on the width of Spruce Lane, the location of Old Garrison Road, several disputed issues of law concerning allowable uses on public roads, and issuing an injunction requiring remedial action. The Hebbards filed a motion for reconsideration, which the Court has now denied. The case is within its appeal period.

-City of Dover v. Mary and Rick Hebbard - Complaint filed in October 2019 concerning drainage in the Tanglewood Subdivision. Partial summary judgment rulings were received in February 2021. Case was tried by City Attorney, Deputy City Attorney, and outside counsel on April 7, 8 and 9 of April 2021. The post-trial briefing was divided into two areas: (1) injunctive relief concerning removal of a berm, and (2) remaining issues, including enforcement of a stipulated Court-Order for an underground drainage system. In May 2021, the Court issued an order granting an injunction and requiring removal of the berm and restoration of surface drainage. In September 2021, the Court issued a final Order on the remaining trial issues, finding the defendants to be in contempt of a prior stipulation and requiring that the defendant's complete construction of the drainage project within 90 days of receiving additional materials from the City. The drainage system is now believed to be constructed and near completion, though the City is awaiting certification of same from the project engineer. Following the certified completion of construction, it is expected that the parties will proceed with fulfilling the other obligations of the earlier stipulation they entered into, which includes conveyance of an easement and a mutual release. The Court has scheduled an evidentiary hearing to occur in September 2022, concerning post-trial damages alleged by the defendants. The Court has declined to dismiss the post-trial assertion of damages.

-Stergiou et. al. v. City of Dover - Planning Board appeal filed in August 2020 by certain abutters. The City accepted service in September 2020. This case was dismissed on jurisdictional grounds. An appeal to New Hampshire Supreme Court has been filed by the intervening abutter. The appeal is in the briefing stage. The appellants filed their brief in September 2021. The City has filed a memorandum of law stating its position in the appeal. The plaintiffs before the trial court filed no brief. Oral argument was held in January 2022 before the New Hampshire Supreme Court, after which the case was submitted for decision.

-Barufaldi v. City of Dover - A city employee has filed an action in Strafford County Superior Court requesting declaratory judgment concerning the employee's ability to, and cost of, participation in the New Hampshire Retirement System. The trial court granted the City's motion to dismiss. The Plaintiff has appealed. Oral argument was held in January 2022 before the New Hampshire Supreme Court, after which the case was submitted for decision.

-Estate of Stephen Towne - This is a probate matter concerning administration of estate that includes a bequest to the Dover School District. The City Attorney has filed an appearance and is monitoring the progression of the docket.

-Petition of City of Dover & a (House Redistricting) - This month a petition for original jurisdiction was filed with the New Hampshire Supreme Court seeking to challenge the constitutionality of recently enacted districts for the New Hampshire House of Representatives. The State opposed the petition. The New Hampshire Supreme Court declined to hear the petition at this time, without prejudice to seeking relief first in the trial court. This office is coordinating with other counsel to prepare a Complaint to be filed in New Hampshire Superior Court.

Business Development

by Christopher Parker, Deputy City Manager

Month	Businesses Reached Out for Assistance	Business Visitations Performed	Businesses Connected to Commercial Properties	Businesses Opened	New Businesses Contacted to Locate in Dover
March 2022	15	16	07	00	03
April 2022	19	20	12	02	05
May 2022	25	24	00	05	07
June 2022	19	31	00	05	06

New Business

- ★ Hello Again, an upscale-resale clothing boutique, opened at 266-270 Central Avenue.
- ★ Beatnix Coffee Station opened at 7A Sumner Drive.
- ★ North Country Hard Cider opened at 38 Littleworth Road.
- ★ Seacoast Sports Cards opened at 44 Dover Point Road.
- ★ Dover Coffee & Tea Co. opened inside the Franklin Galleria, 453 Central Ave, Suite 105.

Waterfront - May Update:

- Waterfront/Shoreland Stabilization/Site Preparation:
 - Business Development and Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. Project Manager Bird had three online meetings during June with staff from Horsley Witten to review the status of state and federal permitting and discuss site plan updates to prepare for Planning Board meeting.
 - Project Manager Bird:
 - Held online meetings on June 8, 22 & 29 with Horsley-Witten and Ironwood to discuss various waterfront issues.
 - Held online meeting on June 8 with City Engineer Mavrogeorge and Horsley Witten staff to discuss sewer line designs.
 - Held online meeting on June 7 to discuss potential amendments to the LDA with Cathartes, their attorney, the City Attorney and the Deputy City Manager.
 - Held online meeting on June 21 to discuss LDA amendments with the City Attorney and the Deputy City Manager.
 - Attended an online coordination meeting on June 8 with Community Services staff and consultants working on the dredge cell, waterfront development, River Street pump station upgrade and Henry Law Avenue reconstruction projects.
 - Met with the Deputy City Manager three times during June to provide project updates.

- Held an online meeting on June 8 to discuss the upcoming Planning Board meeting with Cathartes and Planning Director Benton and Assistant City Planner Asciola.
- Attended an online meeting on June 9 with City Engineer Mavrogeorge, Horsley Witten, Cathartes and Tighe & Bond to discuss construction coordination.
- Held an online meeting on June 9 with City Engineer Mavrogeorge, Horsley Witten staff and Eversource staff to discuss electrical service.
- Held an online meeting on June 14 to discuss the upcoming Planning Board meeting with Horsley Witten staff.
- Held an online meeting on June 14 with City Engineer Mavrogeorge, Horsley Witten, and Wright-Pierce to discuss River Street pump station issues.
- Held an online meeting on June 15 with City Engineer Mavrogeorge, Horsley Witten, and Ironwood to discuss bid coordination.
- Had a phone call on June 20 with CWDAC vice chair to discuss upcoming CWDAC meeting.
- Prepared for and held a CWDAC meeting on June 21 to endorse the Cathartes site plan, discuss park elements with Ironwood, and discuss the status of permits.
- Attended a Resilient Shoreline Tour event to make a presentation on the use of resilient design techniques in the waterfront design on June 22.
- Attended an online meeting on June 22 for City project coordination.
- Held an online meeting on June 29 with members of the Arts Commission, Planning staff and Cathartes to discuss opportunities for art in the waterfront.

Commercial Development:

- ✚ Site Review for Summit Land Development: Proposal for construction of a 14,160 SF, 3-story medical office building located at Durham Road.
- ✚ Site Review for City of Dover Recreation: Proposal to construct a 17,000 SF skatepark in two phases, located at 150 Portland Avenue.

Downtown Update

- ✚ Garrison City Beerworks hosted their first-ever formal event. The event sold out quickly, and the owners are looking forward to growing the event and adding more, over the coming years.
- ✚ John Nichols is the new Executive Director of The Woodman Museum.
- ✚ Vida Tortilla, in 1 Washington, was sold to the former Production Manager, Dina Wilford. The company manufactures many of the tortillas that are sold to local food establishments.

Economic Activity

Many local restaurants reported increasing sales during the month of June, however, as hiring and retention challenges persist, hours of operation and temporary closures have disrupted an otherwise busy start to the summer season. Labor and product costs are stifling profits for many restauranteurs.

The hospitality industry is expecting record-breaking occupancy rates this summer, with many area hotels fully booked through the season. The shortage of H-1B and J-1 workers is exacerbating staffing deficiencies in an already tight and competitive labor market.

Retailers and service businesses are consistently reporting slow shipments and high freight charges, resulting in product unavailability and service impacts. A few retailers have reported a slow increase in sales from previous years, as shoppers tire of online shopping and seek a more interactive shopping experience from brick and mortar establishments.

Some non-local items were excerpted from the Federal Reserve Beige Book-Boston.

<i>Economic Metrics</i>	Dover Labor Force	Dover Unemployment Rate	Median Home Sales-Single Family	Average Days on Market
February 2021	18,540	2.90%	\$324,145	33
February 2022	18,600	2.10%	\$372,500	31
March 2021	18,570	3.00%	\$324,400	38
March 2022	18,730	2.10%	\$390,000	20
April 2021	18,410	2.50%	\$327,200	34
April 2022	18,380	2.10%	\$420,000	21
May 2021	18,510	2.20%	\$364,900	18
May 2022	18,480	1.70%	\$414,500	12

Housing metrics obtained from NHAR-Strafford County.

Parking Division

May	May-22	May-21	May-20	Fiscal YTD 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019
Meter Activity - Total							
Meter Transactions	41,386	37,550	10,539	439,948	385,006	442,999	466,721
Income from Meters	\$76,466	\$67,749	\$22,271	\$827,013	\$676,715	\$836,199	\$648,806
Active Meter Days	25	25	25	275	302	292	249
Average Daily Meter Transactions	1,655	1,502	422	1,600	1,275	1,517	1,874
Meter Activity - Parking Garage							
Meter Transactions	2,228	2,403	345	28,599	11,463	36,219	34,749
Income from Meters	\$5,908	\$6,910	\$981	\$82,396	\$62,637	\$88,142	\$61,468
Active Meter Days	25	25	25	275	302	292	249
Average Daily Meter Transactions	89	96	14	104	74	124	148
Parking Permit Activity							
Total Parking Permits Issued	748	742	576	8,479	8,756	6,809	6,767
Residential Permits Issued	33	40	33	388	473	441	637
Business Permits Issued	715	702	543	8,091	8,283	6,499	6,130
Permit Income	\$27,030	\$16,067	\$9,675	\$328,272	\$265,168	\$246,485	\$232,682
Parking Ticket Activity							
Total Parking Tickets Issued	682	621	262	7,885	6,588	7,835	8,188
Accessible Space Tickets Issued	6	2	0	36	21	72	141
Winter Restriction Tickets Issued	0	0	0	495	486	186	331
Parking Ticket Income	\$21,518	\$11,754	\$6,547	\$181,197	\$160,519	\$180,148	\$168,062
Electric Vehicle Charging Stations							
Number of times Stations Used	53	15	5	278	100	233	not captured
Charging Station Income	\$450	\$96	\$17	\$2,322	\$571	\$952	not captured

COAST

Ridership Activity

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

Month	Route 1 Dover/Somersworth/ Berwick	Route 13 Dover/Somersworth	Route 33 Downtown Dover/County Complex/Portland Ave	Route 34 Downtown Dover/Knox Marsh Rd
May 2021	3,235	2,999	1,088	225
June 2021	3,245	3,513	1,157	261
July 2021	3,274	3,717	1,203	255
August 2021	3,210	3,799	1,275	368
September 2021	3,191	3,165	1,144	338
October 2021	3,356	3,082	1,254	318
November 2021	3,357	3,030	1,268	234
December 2021	4,078	3,122	1,234	134
January 2022	2,970	2,327	788	91
February 2022	3,030	2,615	1,132	109
March 2022	4,065	3,460	1,418	117
April 2022	4,039	3,620	1,472	156
May 2022	3,251	3,497	1,156	162

J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

CITY COUNCIL - MINUTES

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Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Hackett led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Carrier, Deputy Mayor Shanahan, Councilor Hackett, Councilor Muffett-Lipinski, Councilor Nemeth, Councilor Thibodeaux, and Councilor Williams. Councilor Cullen was present via phone. Council Hinkel arrived at 7:25 pm.

Also Present: Police Chief Breault, City Attorney Wyatt, and City Clerk Mistretta.

5. PROCLAMATIONS/AWARDS

Mayor Carrier read a proclamation for Plastic Pollution Reduction Month.

6. APPROVAL OF AGENDA

Deputy Mayor Shanahan moved to approve the Agenda as presented; seconded by Councilor Muffett-Lipinski.

Roll Call Vote: 8/0.

7. PUBLIC HEARINGS

- A. AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES CRITICAL FLOOD RISK INFRASTRUCTURE GRANT FOR STORMWATER & FLOOD RESILIENCE UTILITY PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
SPONSORED BY MAYOR CARRIER BY REQUEST

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

- B. REPROGRAM APPROPRIATION FOR WATER TREATMENT PLANT & WELL EQUIPMENT CIP PROJECT TO WATER METER REPLACEMENT CIP PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**
SPONSORED BY MAYOR CARRIER BY REQUEST

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

8. 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

Police Chief Breault said the City Manager's Report was submitted in writing. He listed employee anniversaries. He discussed the upcoming event for the Dover Mental Health Alliance.



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

Roll Call Vote: 8/0.

10. APPROVAL OF MINUTES

A. June 8, 2022 – Regular Meeting

Deputy Mayor Shanahan moved to approve the Minutes; seconded by Councilor Nemeth.

Roll Call Vote: 8/0.

11. MAYOR'S REPORT

Mayor Carrier listed the events he has attended the past two weeks, and upcoming events. Deputy Mayor Shanahan gave an overview of ribbon cuttings he attended.

Mr. Paiva, Dover Sports Complex Committee member, gave a PowerPoint presentation regarding the proposed Dover Sports Complex.

Councilor Hinkel arrived at 7:25 pm.

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

Roll Call Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. GENERAL FUND BUDGET AMENDMENT – FY2022 TRANSFER FUNDS INTO SCHOOL CAPITAL RESERVE FUNDS (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.) SPONSORED BY MAYOR CARRIER BY REQUEST

Finance Director Lynch gave an overview of the Resolution to the Council. He said the School Department is asking the Council to vote the Resolution down due to unforeseen budget expenses.

Deputy Mayor Shanahan moved to remove from the table; seconded by Councilor Williams.

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

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Muffett-Lipinski.

Roll Call Vote: 0/9, Failed.



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- 2. AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES CRITICAL FLOOD RISK INFRASTRUCTURE GRANT FOR STORMWATER & FLOOD RESILIENCE UTILITY PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Muffett-Lipinski. Community Services Director Storer gave an overview of the Resolution to the Council. Roll Call Vote: 9/0.

- 3. REPROGRAM APPROPRIATION FOR WATER TREATMENT PLANT & WELL EQUIPMENT CIP PROJECT TO WATER METER REPLACEMENT CIP PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Hinkel. Community Services Director Storer gave an overview of the Resolution to the Council. Roll Call Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. AUTHORIZATION TO PURCHASE CISCO WEBEX DESK PRO VIDEO CONFERENCING DEVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 2. B14074 PORTSMOUTH-DOVER WATER SYSTEM INTERCONNECT, UNDERWOOD ENGINEERS, INC PROFESSIONAL ENGINEERING SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 3. B22068 CATCH BASIN CLEANING SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 4. B22070 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 5. B22075 BULK OIL AND LUBRICANT PRODUCTS**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 6. B22077 SPECIALIZED MUNICIPAL LEGAL SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 7. DOG WARRANT FOR UNLICENSED DOGS**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 8. CHANGING OF WARD 2 POLLING FACILITY**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 9. CHANGING OF WARD 3 POLLING FACILITY**
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, June 22, 2022**
Meeting Time: **7:00 pm**

- 10. CHANGING OF WARD 4 POLLING FACILITY**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 11. CHANGING OF WARD 5 POLLING FACILITY**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 12. SETTING VOTING HOURS FOR SEPTEMBER 13, 2022 STATE OF NEW HAMPSHIRE PRIMARY ELECTION AND THE NOVEMBER 8, 2022 NEW HAMPSHIRE GENERAL ELECTION**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 13. AMENDMENT TO MERIT, CLASSIFICATION AND PAY PLANS**
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) | |

Deputy Mayor Shanahan moved for the adoption of the Consent Calendar; seconded by Councilor Muffett-Lipinski.

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

Councilor Thibodeaux pulled Item 13.A.9.

Councilor Muffett-Lipinski pulled Item 13.A.7.

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

Roll Call Vote: 9/0

Deputy Mayor Shanahan moved for the adoption of item 13.A.7.; seconded by Councilor Muffett-Lipinski.

Chief Breault gave an overview of the Resolution to the Council.

Roll Call Vote: 9/0.

Deputy Mayor Shanahan moved for the adoption of Item 13.A.9.; seconded by Councilor Muffett-Lipinski.

City Clerk Mistretta gave an overview of the Resolution to the Council.

Roll Call Vote: 9/0.

Councilor Muffett-Lipinski gave an overview of the School Board Report to the Council.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, June 22, 2022**
Meeting Time: **7:00 pm**

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

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

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

Councilor Hackett gave an overview of the Pool Advisory Committee Report to the Council.

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

B. RESOLUTIONS

1. AMENDED PROMULGATION OF LAND ACKNOWLEDGMENT SPONSORED BY COUNCILOR NEMETH

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Williams.
Councilor Nemeth gave an overview of the Resolution to the Council.
Roll Call Vote: 8/1; Passed. Councilor Cullen was opposed.

2. B22069 2022-2023 VARIOUS CHEMICALS SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Hackett.
Community Services Director Storer gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

3. B22078 BITUMINOUS CONCRETE (ASPHALT) PICKED UP SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Thibodeaux.
Community Services Director Storer gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

4. B22074 WASTEWATER TREATMENT FACILITY (WWTF) BIOSOLIDS DISPOSAL SERVICES SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Nemeth.
Community Services Director Storer gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, June 22, 2022**
Meeting Time: **7:00 pm**

5. B22076 BOBCAT E88 COMPACT EXCAVATOR OR EQUIVALENT
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Muffett-Lipinski.
Community Services Director Storer gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

6. RESIDENTIAL PAY-AS-YOU-THROW TRASH BAGS FOR FISCAL YEAR 2023
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Thibodeaux.
Community Services Director Storer gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

7. B22067 DOVER CITY HALL CLOCK TOWER RESTORATION AND FISCAL YEAR 2022 CIP APPROPRIATION NON-DEBT FINANCED
(TO BE REFERRED TO A PUBLIC HEARING ON JULY 13, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to refer to a public hearing on July 13, 2022; seconded by Councilor Muffett-Lipinski.
Roll Call Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Nemeth discussed the annual Frederick Douglass reading at the Public Library at noon on July 1, 2022.

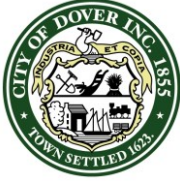
Deputy Mayor Shanahan discussed negotiations with the School.

Councilor Thibodeaux talked about Alzheimer's and COVID. She said there are new treatments for Alzheimer's and please donate to the research if you can. She also asked for people to get vaccinated for COVID.

Mayor Carrier asked about removing the fence on Orchard Street.

16. ADJOURN

Councilor Muffett-Lipinski moved to adjourn; seconded by Councilor Williams.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2022.06.22 – 141**
Resolution Re: B22067 Dover City Hall Clock Tower Restoration and
FY2022 CIP Appropriation Non-Debt Financed

- WHEREAS: A sealed Request for Proposal (RFP) #B22067 was issued and received for the restoration of the Dover City Hall clock tower on May 26, 2022 at 2:00 p.m. A mandatory pre-proposal meeting was held on May 10, 2022 at 3:00 p.m. with six vendors attending; and
- WHEREAS: The City received two bid replies which were reviewed for understanding of the project, qualifications and experience on similar type projects including subcontractors, possession of a satisfactory record of performance, commitment to project time line, and proposal costs. The lowest responsive and responsible bid was submitted by Careno Construction Company, LLC of Portsmouth, NH; and
- WHEREAS: It is the recommendation to accept the bid submitted by Careno Construction Company, LLC of Portsmouth, NH in the Base Bid Amount of \$364,500.00, Add Alternate No. 1 (Removal of City Hall Communication Tower) in the amount of \$26,500.00 and Add Alternate No. 2 (Complete Replacement of the Copper Sheeting) in the amount of \$185,000.00 for a total bid amount of \$576,000.00; and
- WHEREAS: The adopted FY2022 CIP reflected \$250,000.00 in FY2024 for City Hall Improvements, and the FY2023 CIP did not reflect the \$250,000.00 in FY2024 for City Hall Improvements, of which a portion of that funding was to be used towards the City Hall Clock Tower Restoration, the City Council desires to make the public improvements and to finance the improvements through the use of General Fund Capital Reserve fund; and

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

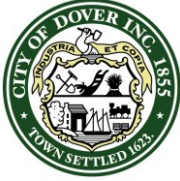
The following capital project is appropriated for \$80,000.00 and to be financed with a transfer from the General Fund Capital Reserve Fund and the Finance Director is authorized to transfer the funds from the respective Reserve Fund in the amount listed:

Item #	Description	Appropriation	Funding	Fund
1	City Hall Structural Improvements	\$80,000	General Fund Capital Reserve	Trust
	Total	\$80,000		

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

The Purchasing Agent is hereby authorized to issue a purchase order to Careno Construction Company, LLC for the renovation of the Dover City Hall clock tower in the amount not to exceed \$576,000.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2022.06.22 – 141**
Resolution Re: B22067 Dover City Hall Clock Tower Restoration and
FY2022 CIP Appropriation Non-Debt Financed

Financing

Account	Description	Appropriation	Balance	Charge
4022.1.190.41941.4725.01101.22	City Hall Structural Improveme:	580,000.00	577,988.56	576,000.00
			Total	576,000.00

NOTE: This resolution requires a duly advertised public hearing and a 2/3 majority vote according to C6-6 of the City Charter.

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#: 12.C.1.

Resolution Number: **R – 2022.06.22 – 141**
Resolution Re: B22067 Dover City Hall Clock Tower Restoration and
FY2022 CIP Appropriation Non-Debt Financed

DOCUMENT HISTORY:

First Reading Date: 06/22/2022	Public Hearing Date: 07/13/2022
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.1.

Resolution Number: **R – 2022.06.22 – 141**
Resolution Re: B22067 Dover City Hall Clock Tower Restoration and
FY2022 CIP Appropriation Non-Debt Financed

RESOLUTION BACKGROUND MATERIAL:

This resolution makes an appropriation for a FY2022 Capital Improvements Program (CIP) project financed by a transfer from the General Fund Capital Reserve in the amount of \$80,000.00.

The General Fund Capital Reserve currently has an available balance of \$152,020.00. The proposed uses of the General Fund Capital Reserve as outlined in the FY2023-2028 CIP results in a minimum balance of \$179,400.00 being available. Therefore, it has been determined that the General Fund Capital Reserve can accommodate the use of \$80,000.00 for the proposed project.

The City solicited a Request for Proposal for the restoration of the Dover City Hall Clock Tower. The scope of work includes, but is not limited to the repair and restoration of the gold leaf dome, copper roofing, metal sheeting and clock faces where water intrusion has impacted the areas; repair/replacement of wooden blockings throughout the base of dome; repair/replacement of steel shaft; repair/replacement of louvers at the bell tower level; evaluation and repair of wiring within the bell and clock tower; removal and replacement of the wooden bead board ceiling; restoration of exterior dome; repair clock hands and mechanism; replacement of clock glass on clock face in front of building; replace roof access door at lower level of clock tower; scrape and paint exterior of windows; and scrape and paint all exterior surfaces.

Bid Information:

A sealed Request for Proposal (RFP) #B22067 was issued and received for the restoration of the Dover City Hall clock tower on May 26, 2022 at 2:00 p.m.

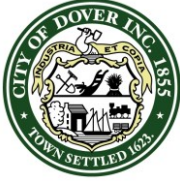
Award Information:

A purchase order will be issued to Careno Construction Co., LLC to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	450	Number of Responses:	2
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Complete	Estimated Delivery:	12/31/2022
Recommended Award to:	Careno Construction Co., LLC	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B22067 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.07.13 – 142**
Resolution Re: B11001 Wright-Pierce Engineering Services for the Sewer Pump Station Evaluations - ARPA Grant

WHEREAS: A sealed (RFQ) Request for Qualifications #B11001 was issued and received for Professional Engineering Services for the Waste Water Treatment Facilities (WWTF) Plan on August 23, 2010 and Wright Pierce was awarded via council resolution [R-2011.02.09-015](#); and

WHEREAS: In 2012, Wright-Pierce was awarded the design of equipment upgrades and plant processes via council resolution [R-2012.07.25-96](#), as well as several subsequent additional scopes of work using available funds throughout the years; and

WHEREAS: The City's participation in the NH Department of Environmental Service (NHDES) Clean Water State Revolving Fund (CWSRF) provides an opportunity for up to \$100,000 in America Rescue Plan Act (ARPA) grant funds and was approved to accept via City Council approved resolution [R-2022.01.12-017](#); and

WHEREAS: The scope of work for professional engineering services was received in the amount of \$100,000.00 and is outlined in the background section of this resolution. Scope was submitted to (NHDES June 30, 2022. Once approved by the Governor and Executive Council, expected in July, work can commence.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Wright-Pierce of Portsmouth, NH for engineering services for Sewer Pump Station Evaluations in the amount not to exceed \$100,000.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
5320.1.300.43250.4339.04562.22	ARPA Sewer Pump Station Evaluations	100,000.00	100,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.07.13 – 142**
Resolution Re: B11001 Wright-Pierce Engineering Services for the Sewer
Pump Station Evaluations - ARPA Grant

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 – 2022.07.13 – 142**
Resolution Re: B11001 Wright-Pierce Engineering Services for the Sewer
Pump Station Evaluations - ARPA Grant

RESOLUTION BACKGROUND MATERIAL:

Wright-Pierce Engineers completed a Comprehensive Wastewater Treatment Facilities Plan for the City in March 2012. The plan was necessary because the Wastewater Facility went on line in June of 1991, and although the facility has been maintained extremely well, many of the operating components of the facility needed an upgrade. As a result of the sealed (RFQ) Request for Qualification, the City selected Wright Pierce Engineers as the vendor deemed most qualified for the Wastewater Treatment Facilities Plan.

This project will supplement the pump station evaluations under the City's Asset Management Program completed in 2021, including

- Complete detailed review of existing structures, equipment, processes and systems
- Engineering analysis on their conditions, efficiency, energy use, and capacity
- Confirm station flow capacity and available capacity for future flow
- Develop a long-term capital improvement plan for the City's Wastewater Pump Stations

Bid Information:

A sealed (RFQ) Request for Qualifications #B11001 was issued and received for Professional Engineering Services for the Waste Water Treatment Facilities Plan on August 23, 2010 at 2:00 PM.

Award Information:

A purchase order will be issued to Wright-Pierce to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	117	Number of Responses:	8
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	As needed
Recommended Award to:	Wright-Pierce	Fund:	CIP
Other Approvals Required:	NHDES G&C	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.

[B11001 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.07.13 – 143**

Resolution Re: B20031 Fire Inspection Services Arena Fire Alarm Upgrade
Minuteman Security Technologies / Norris Fire

WHEREAS: A Sealed (RFP) Request for Proposal # B20031 was issued and received for Fire Inspection Services for the City and School Departments on March 11, 2020 at 3:00 pm. Also requested were hourly rates and product costs for as needed repairs and equipment items outside inspection services. A pre-bid meeting was conducted on February 19, 2020 with seven firms attending; and

WHEREAS: The City received four responses and the evaluating team made of city and school personnel selected and council awarded to Norris, Inc aka Minuteman Security Technologies via Resolution [R-2020.03.25-039](#). The City has recently received a cost to upgrade the Dover Ice Arena Fire Alarm Panel in the amount of \$30,683.00 which exceeds \$25,000 threshold, thereby requiring council approval.

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 Minuteman Security Technologies of South Portland, ME for Dover Ice Arena Fire Alarm Panel Upgrades in the amount of \$30,683.21. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing			
Account	Description	Appropriation	Balance
1000.1.350.45149.4741.00000.00	Machinery & Equipment	45,000.00	45,000.00

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.2.

Resolution Number: **R – 2022.07.13 – 143**
Resolution Re: B20031 Fire Inspection Services Arena Fire Alarm Upgrade
Minuteman Security Technologies / Norris Fire

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 – 2022.07.13 – 143**
Resolution Re: B20031 Fire Inspection Services Arena Fire Alarm Upgrade
Minuteman Security Technologies / Norris Fire

RESOLUTION BACKGROUND MATERIAL:

The Dover Arena was significantly renovated and expanded beginning in 1999 and completed in 2000. During that renovation and expansion project the entire building was brought up to the building codes and additional life safety equipment was added. Part of that process was the installation of a complete fire alarm and sprinkler system to protect the building and occupants. The Fire Alarm System Control Panel located at the main entrance was a proprietary system that had a limited range of repair and maintenance options and service providers.

The system has been maintained over the years by a variety of companies that are under City bid for alarm work. The vendor who currently services the system, Minuteman Security Technologies and Norris Fire, informed the City that the current control panel that was installed in 1999 is no longer supported by the company that manufactured it and parts are no longer available to repair it as of 2021.

They quoted the City to replace the control panel so it can be replaced as soon as possible in order to avoid a failure that cannot be repaired and thus affecting the safe usage of the Arena.

Bid Information:

A Sealed Request for Bid B20031 was issued and received for Fire Inspection Services for the City and School Departments on March 11, 2020 at 3:00 pm.

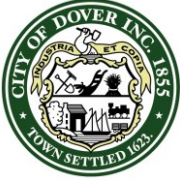
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	150	Number of Responses:	4
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	As needed
Recommended Award to:	Minuteman Security Technologies	Fund:	GF
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

[B20031 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2022.07.13 – 144**
Resolution Re: B22079 Award of Bid to K5 Corporation for Pavement Markings of the 400th Logo in Designated City Crosswalks

WHEREAS: A sealed Request for Proposal #B22079 was issued and received for pavement markings of the 400th Logo within crosswalks on designated city streets June 15, 2022 at 2:30 p.m; and

WHEREAS: The scope of work lists pavement marking of the 400th logo within crosswalks on Central Avenue from Chestnut Street to Silver Street, on Washington Street from Central Avenue to Main Street, and on Main Street; and

WHEREAS: The city received one reply, which came from K5 Corporation. The city currently utilizes this vendor for other pavement markings throughout the city. It is the recommendation to award project to K5 Corporation for bid alternate #2 in the amount of \$35,940.00; and

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 K5 Corporation of Rockland MA crosswalk marking (400th Logo) in the amount of \$35,940.00. The City Manager, or designee, is hereby authorized to contract with the vendor consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43121.4715.00000.00	Streets- Land Improvements	1,956,619.00	834,896.00

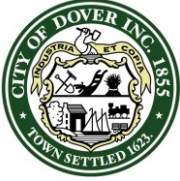
AUTHORIZATION

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.A.3.

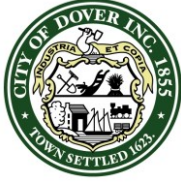
Resolution Number: **R - 2022.07.13 – 144**
Resolution Re: B22079 Award of Bid to K5 Corporation for Pavement
Markings of the 400th Logo in Designated City Crosswalks

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. Resolution Number: R - 2022.07.13 – 144 Resolution Re: B22079 Award of Bid to K5 Corporation for Pavement Markings of the 400th Logo in Designated City Crosswalks
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RESOLUTION BACKGROUND MATERIAL:

Central Avenue will be repaved from the railroad tracks north of Broadway Street to Hale Street in summer 2022 as part of the Community Services Department's Street Paving Program. Additionally, Main Street and Washington Street will be repaved summer 2022 as part of the Community Services Department's Water Improvements Project. Crosswalks located within the repaved roadway sections will be painted in a horizontal bar configuration in anticipated of the 400th logo markings.

Bid Alternate 1 consists of installing the 400th logo in the selected crosswalks. The crosswalks not located in the repaved sections of roadway will require obliterating existing transverse between the two parallel lines prior to installation of the logos.

Bid Alternate 2 consists of painting color blocks between the solid white horizontal lines of all crosswalks and then installing the 400th logo on the color blocks. Milling will not be required as part of this Bid Alternative due to the color blocking.

Bid Information:

Request for Proposal #B22079 was issued and received for pavement markings of the 400th Logo within crosswalks on designated city streets June 15, 2022

Award Information:

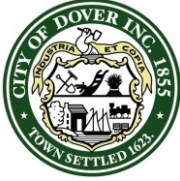
A purchase order will be issued to the vendor selected to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	122	Number of Responses:	1
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	September 30, 2022
Recommended Award to:	K5 Corporation	Fund:	Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B22079 Bid Documents](#)

Document Created by: Purchasing Document Posted on: July 7, 2022	R-2022.07.13 B22079 Pavement Marking of the 400th Logo within Designated City Crosswalks.docx Page 3 of 3
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.07.13 – 145**
Resolution Re: Library Books & Media Purchases

- WHEREAS: The City of Dover NH Public Library is a member of the New Hampshire State Library's Book Purchasing Co-Op; and
- WHEREAS: The New Hampshire State Library has identified Baker and Taylor, Inc. as the book wholesaler most advantageous in terms of service and pricing for various children and adult books, CDs and DVDs; and
- WHEREAS: The City can take advantage of the substantial savings realized by using Baker and Taylor, Inc., as their book jobber; and
- WHEREAS: Per 5-29B, Exemptions to Competitive Bidding of the Dover Purchasing Procedure, the Purchasing Agent may, with approval of the City Manager, waive bidding procedures when purchasing through the State of New Hampshire or at State bid prices, other governmental agencies or cooperative buying groups.

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

The Purchasing Agent is hereby authorized to issue a purchase order to Baker and Taylor, Inc., of Philadelphia, PA in an amount not to exceed \$80,000.00 for continued book, CD and DVD purchases. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.390.45500.4748.00000.00	Public Library - Books and Collections	129,241.00	126,878.00

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.4.

Resolution Number: **R – 2022.07.13 – 145**
Resolution Re: Library Books & Media Purchases

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis 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.4.

Resolution Number: **R – 2022.07.13 – 145**
Resolution Re: Library Books & Media Purchases

RESOLUTION BACKGROUND MATERIAL:

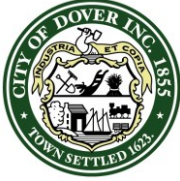
The City of Dover continues to use a book jobber, originally identified a number of years ago by the New Hampshire State Library, to provide large quantities and various types of books and other medial materials as needed. The City of Dover receives the same pricing schedule as other members of this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

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	As contracted	Estimated Delivery:	As Needed
Recommended Award to:	Baker and Taylor, Inc.	Fund:	Operating/Books and Collections
Other Approvals Required:	State of NH	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2022.07.13 – 146**

Resolution Re: Authorization to Accept and Expend the Bureau of Justice Assistance Ballistic Vest Grant

WHEREAS: The City has received notice from the (BJA) Bureau of Justice Assistance through the (DOJ) Department of Justice of an award of \$3,375.00 if grant funds for the purchase of bulletproof vests. The grant requires a 50% match which will be accounted for in the police operating budget; and

WHEREAS: The grant application requests funding for qualifying National Institute of Justice (NIJ) approve ballistic vests; 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 grant 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 grant funds allocated to the City of Dover for protective vests, 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 DOJ 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	DOJ Bulletproof Vests	3,375.00	3,375.00

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.5.

Resolution Number: **R – 2022.07.13 – 146**
Resolution Re: Authorization to Accept and Expend the Bureau of Justice
Assistance Ballistic Vest Grant

DOCUMENT HISTORY:

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

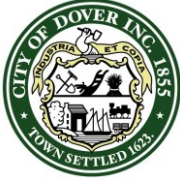
DOCUMENT ACTIONS:

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 Patrick Leahy Bulletproof Vest Partnership (BVP) created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Dover Police Department has received funding through this program since its inception and has been providing this critical equipment to its officers ever since. Additionally, the Dover Police Department requires its officers to wear bulletproof vests while on duty and engaged in field duties such as patrol and tactical situations. The vests are also mandatory during firearms training at the range.

The program requires fifty percent cost match for the qualifying vest purchase and purchases made for bulletproof vests via the Bulletproof Vest Partnership grant may only be used to help defray the costs of NIJ approved vest makes and models.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2022.07.13 – 147**
Resolution Re: Additional Scope of Work for Dredge Cell Closure – GeoInsight, Inc.

WHEREAS: After going through a request for proposal in 1999, GeoInsight, Inc. of Londonderry NH was hired to provide professional consulting services relative to the Cocheco River Dredge Cell project; and

WHEREAS: Several resolutions have been approved by City Council through the years allowing continued services from GeoInsight, Inc. for the ever changing and expanding scope of work including the completion of the lengthy permitting application process; and

WHEREAS: GeoInsight, Inc. is offering additional engineering services for the planned final filling and closure of the Dover Landing Dredge/Cocheco River maintenance Dredge Cell in the amount not to exceed \$36,900.00.

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 GeoInsight, Inc. of Manchester, NH in the amount not to exceed \$36,900.00 for additional engineering services related to Dover Landing Dredge/Cocheco River maintenance Dredge Cell. 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
4325.1.300.43230.4757.03190.00	Utility Systems	3,194,427.36	3,194,427.36

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.6.

Resolution Number: **R – 2022.07.13 – 147**
Resolution Re: Additional Scope of Work for Dredge Cell Closure –
GeoInsight, Inc.

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis 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.6.

Resolution Number: **R – 2022.07.13 – 147**
Resolution Re: Additional Scope of Work for Dredge Cell Closure – GeoInsight, Inc.

RESOLUTION BACKGROUND MATERIAL:

GeoInsight, Inc. is the engineering firm that designed and provided oversight during the construction and operation of the dredge facility. The City is requesting GeoInsight, Inc. again to provide the engineering oversight of the disposal of the urban soils and complete the design of the final cap and closure of the facility.

Most recently, the City received an additional scope of work in the amount not to exceed \$36,900.00. The engineering services to be provided are for the planned final filling and closure of the Dover Landing Dredge/Cochecho River Maintenance Dredge Cell (cell). In addition, services associated with the redevelopment of the area above the cell and certain areas immediately adjacent to the cell will be provided. The City has been filling and monitoring the cell in many phases over an approximately 16-year period, and it is expected that following a final addition of a relatively small amount of the material, the capping and closure will be coordinated with proposed redevelopment of the Waterfront Redevelopment Project.

Additional \$36,900 Cost include:

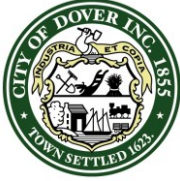
\$5,000 Task2b-Meetings with city and NH Department of Environmental Services
\$6,000 Task3a-Design Services – Cell Closure
\$8,000 Task3c-Plan Set -Cell Closure
\$4,000 Task3d-Design Construction Specifications
\$5,500 Task4a-Update Alteration of Terrain Permit Application
\$8,400 Task6-Project Management

Bid Information:

A sealed bid solicitation was issued in 1999 and awarded by council to GeoInsight, Inc.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	As needed
Recommended Award to:	GeoInsight, Inc.	Fund:	Cochecho Dredge Cell
Other Approvals Required:	Yes, State NH	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2022.07.13 – 148**

Resolution Re: Authorization to Utilize the Services of Dr. Nicole L. Sawyer

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

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

WHEREAS: There is an established, trusting relationship with this service provider over the past years, it is the recommendation to continue to utilize the services of Dr. Sawyer for annual mental health wellness checks for both the Dover Police Department and Dover Fire Department; and

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

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Dr. Nicole L. Sawyer, PsyD, PLLC of Exeter, NH in the amount of \$16,125.00 to perform one hundred and twenty-nine annual wellness checks for the Dover Police Department and Dover Fire Department at the rate of \$125.00 per person. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
2110.1.190.41991.4330.01150	ARPA-Grant - Other Professional Services	16,125.00	16,125.00

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.7.

Resolution Number: **R – 2022.07.13 – 148**

Resolution Re: Authorization to Utilize the Services of Dr. Nicole L. Sawyer

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.7.

Resolution Number: **R – 2022.07.13 – 148**

Resolution Re: Authorization to Utilize the Services of Dr. Nicole L. Sawyer

RESOLUTION BACKGROUND MATERIAL:

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

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

The Dover Police Department researched four additional mental health professionals who work with first responders. None of the four individuals solely specialized in working with first responders, nor do any have the advanced training and background possessed by Dr. Sawyer. Additionally, all four are located a significant distance from the seacoast region.

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

Award Information:

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

Purchasing Information:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2022.07.13 – 149**
Resolution Re: Environmental Projects Consulting Services Peschel Consulting LLC

- WHEREAS: The City of Dover's budget reestablished the position of Environmental Projects Manager, and while that position is filled and is coming up to speed, interim consulting assistance is required; and
- WHEREAS: The City of Dover and Peschel Consulting LLC (Dean Peschel) has successfully engaged in environmental consulting services for the past eight years. Prior to the contract arrangement, Mr. Peschel worked directly for the City as their Environmental Projects Manager. In the short-term, the City continues to require expert advice and service on major environmental projects and other related matters involving the City of Dover which can be procured in the form of consulting services from an outside consultant; and
- WHEREAS: The immediate interest of the City in environmental matters will be best served with the acquisition of consulting services that can be provided by this former employee taking advantage of his experience and knowledge. The continuation of the consulting services is being offered at an hourly rate of \$200.00 on an as needed basis for the FY2023 fiscal year; and
- WHEREAS: Per 5-28.B, Competitive Bidding Purchase; Waiver: Competitive bidding may be waived by a majority vote of the City Council.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Peschel Consulting LLC of Eliot, ME in the amount not to exceed \$50,000.00 for environmental consulting services at rates outlined in this resolution. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
5320.1.300.43250.4341.00000.00	CS - Sewer - Technical Services	213,734	213,734
5300.1.300.43320.4339.00000.00	CS - Water - Consulting Services	10,000	10,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2022.07.13 – 149**
Resolution Re: Environmental Projects Consulting Services Peschel
Consulting 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.8.

Resolution Number: **R – 2022.07.13 – 149**
Resolution Re: Environmental Projects Consulting Services Peschel Consulting LLC

RESOLUTION BACKGROUND MATERIAL:

Environmental matters involving the City of Dover create complex challenges and liabilities for the city. Institutional knowledge, experience and expertise in state and federal regulations and scientific knowledge are required to protect the interest of the city.

Both parties to the agreement are satisfied that the terms of the Agreement have been successfully met with the desired level of results and is requesting the City Council to renew the Agreement for one year. Tasks include, but are not limited to the following:

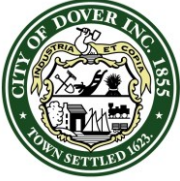
- Dover Landfill (Tolend Rd) Project Manager, estimate \$40,000.00
- General City Coordination and Assistance, estimate \$10,000.00
 - Closure of the Dover Dredge disposal facility
 - Restoration of the Pudding Hill aquifer
 - Environmental consulting services, as needed

Bid Information:

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

Award Information:

A purchase order will be issued to the Peschel Consulting LLC to authorize expenditures as outlined in this resolution.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2022.27.13 – 150**

Resolution Re: Q22-001 Award of Debt and Lease Management Program

WHEREAS: In June 2021, the city solicited written quotes # Q22-001 from three vendors that provide software packages for both Debt Management and Lease Tracking. Demonstrations were conducted with each vendor and the company deemed most advantageous to the city and ultimately selected was Fifth Asset, Inc DBA DebtBook in the amount of \$9,750.00; and

WHEREAS: An agreement was negotiated for a one-year period and implementation began last year. The city has been using the debt management module for several months and is currently implementing the lease tracking module. The current agreement will end August 29, 2022 and DebtBook has provided a multiyear discounted cost proposal for FY23 \$10,000, FY24 \$12,500, FY25 \$15,000 for a total of \$37,500, thereby requiring council approval; and

WHEREAS: It is the recommendation to continue the subscription with DebtBook as outlined.

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 Fifth Asset, Inc DBA DebtBook of Charlotte NC for a subscription to DebtBook for both debt management and lease tracking at the annual rates listed for a multi-year agreement totaling \$37,500.00. The City Manager, or designee, is hereby authorized to contract with the vendor consistent with the Purchase Order authorized herein.

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

Financing			
Account	Description	Appropriation	Balance
1000.1.190.41991.4341.00000	Misc Gen Gov-Technical Services	10,000.00	10,000.00

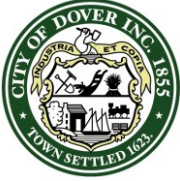
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2022.27.13 – 150**

Resolution Re: Q22-001 Award of Debt and Lease Management Program

DOCUMENT HISTORY:

First Reading Date:

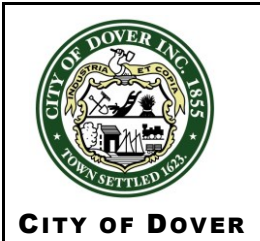
Public Hearing Date:

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 - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2022.27.13 – 150**

Resolution Re: Q22-001 Award of Debt and Lease Management Program

RESOLUTION BACKGROUND MATERIAL:

The city staff sought to automate the debt management tasks in an effort to streamline year-end reconciliations and financial reporting and note disclosure requirements as prescribed by the Government Accounting Standards Board (GASB). The City selected DebtBook as the software that would best serve the needs of the City for debt management and financial reporting.

As a result of GASB Statement #87 implementation this year, staff sought a program that would automate the lease tracking and Statement #87 financial reporting and note disclosure requirements. GASB #87 requires leases to be reported within the City's financial statements, eliminates the classification of operating and capital leases, and requires certain note disclosures for lease items reported in the financial statements. DebtBook had an existing lease tracking module, so the City moved forward with using this module for FY2022 financial reporting requirements.

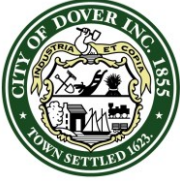
The three year agreement includes discounted pricing, client resource and support center, and a non-appropriation of funds clause.

Bid Information:

In June 2021, the city solicited written quotes # Q22-001 from three vendors that provide software packages for both Debt Management and Lease Tracking.

Q22-001 Debt Management & Lease Software	Gravity @ IGM Tech	LeaseQuery	DebtBook/Government
one-time fee set up fee	12,000.00	15,000.00	2,250.00
Lease Tracking Program	4,500.00	8,000.00	7,500.00
Debt Management Program	7,500.00	no	incl
total	24,000.00	23,000.00	9,750.00
Install timeline	5 weeks	2-3 months	4-6 weeks
Licenses	4	unlimited	unlimited

The current agreement with DebtBook will end August 29, 2022. DebtBook has provided a multiyear discounted cost proposal for FY23 \$10,000, FY24 \$12,500, and FY25 \$15,000 for a total of \$37,500. The City seeks to continue utilizing DebtBook for debt management and lease tracking for the next three fiscal years.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2022.07.13 – 151**

Resolution Re: Approval of Fire Chief of the City of Dover Employment Agreement

WHEREAS: Michael R. McShane (“Employee”) has been appointed as Fire Chief of the City of Dover by the City Manager; and

WHEREAS: It is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS: It is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Fire Chief; and

WHEREAS: It is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS: Employee agrees to accept employment as Fire Chief of said City.

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

The City Manager is hereby authorized to enter into the attached Employment Agreement.

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.10.	
Resolution Number: R – 2022.07.13 – 151 Resolution Re: Approval of Fire Chief of the City of Dover Employment Agreement		

DOCUMENT HISTORY:

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

VOTING RECORD		
Date of Vote:	YES	NO
Mayor 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:

See attached Employment Agreement. This Resolution shall ratify the attached Employment Agreement related to the employment of Michael R. McShane as Fire Chief of the City of Dover. The Agreement outlines wages, benefits, and other conditions of employment.

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DOVER, NH
AND
MICHAEL R. MCSHANE**

This Agreement made and entered into this ____ day of ____, 2022 by and between the CITY OF DOVER, a municipal corporation within the County of Strafford and the State of New Hampshire (hereinafter called the “CITY”), as party of the first part and MICHAEL R. MCSHANE, of the Town of South Berwick, County of York, and State of Maine (hereinafter called “EMPLOYEE”), as party of the second part;

WITNESETH:

WHEREAS, the City desires to employ the services of the Employee as Fire Chief of the City of Dover.

WHEREAS, it is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS, it is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Fire Chief; and

WHEREAS, it is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS, Employee agrees to accept employment as Fire Chief of said City.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SECTION 1 – DUTIES AND AUTHORITY

City hereby agrees to employ MICHAEL R. MCSHANE as Fire Chief of said City. Employee accepts such employment and agrees to perform the functions and duties specified in the City Ordinances, and the Laws of the State of New Hampshire, and to perform such other legally permissible and proper duties, and reasonable functions as the City Manager shall from time-to-time assign.

SECTION 2 – TERM

This Agreement shall remain in full force and effect from March 4, 2022 until employment is terminated by the City or Employee as provided in Section 3 of this Agreement. Solely for the purposes of merit review and benefit eligibility, Employee’s anniversary date of employment with the City shall remain July 5, 2005.

SECTION 3 – TERMINATION OF EMPLOYMENT AND SEVERANCE

- A. The City Manager, at any time, may terminate the employment of the Employee for cause after thirty (30) days written notice of the basis for the termination.
- B. In the event the Employee is terminated by the City Manager with cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave said amount to be paid to the Employee on or before the effective date of termination of his employment.

- C. In the event the City in any fiscal year intentionally reduces the base salary, compensation or any other financial benefit of the Employee in a percentage greater than is applied in an across the board reduction in the same fiscal year applicable to all other employees of the City, or in the event that the City refuses, following a thirty (30) day period after receipt of written notice delivered to the City Manager, to comply with any of the financial provisions benefiting the Employee set forth herein, or if the City abolishes the position of Fire Chief without establishment of the position under a different title with substantially similar duties and responsibilities or similar action, the Employee may, at his option, deem himself to have been terminated without cause as of the date of such reduction or refusal to comply with the provision herein claimed to have been violated.
- D. In the event the Employee is terminated without cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave, together with a lump sum severance payment equal to one (1) month aggregate salary for each year of completed service as Fire Chief, not to exceed six (6) months total, said amount to be paid to the Employee on or before the effective date of termination of his employment.
- E. In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City thirty (30) days written notice in advance, unless the parties agree otherwise. Such notice of resignation shall be directed to the City Manager. If the Employee voluntarily resigns, he shall not be entitled to salary after the date of resignation or to the severance benefits specified in this Section except he shall be paid for all unused, accrued vacation leave not to exceed thirty (30) days.

SECTION 4 – SALARY

- A. Effective the first full pay period following July 1, 2022, the City agrees to pay the Employee for services rendered under this Agreement, an annual base salary of \$126,025 subject to applicable withholdings and deductions, payable in installments at the same time as other employees in the City are paid.
- B. Effective the first full pay period following Employee's anniversary date and each year thereafter, the City agrees the Employee shall be awarded a merit increase following completion of an evaluation of his performance as specified by Section 5 of this Agreement. Such increase is only to be applied to the Employee's base salary up to the maximum amount specified in the Class and Pay Plans attached to the City's Merit Plan after which such increase may be paid as a single lump sum merit bonus. The amount of the merit increase shall be determined by the City Manager at his sole discretion, but shall not be more than 5% per annum subject to a satisfactory performance review.

SECTION 5 – PERFORMANCE EVALUATION

- A. The City Manager shall review and evaluate the Employee's performance as Fire Chief at least once every year, provided, at a minimum, one performance evaluation occurs within forty-five (45) days of the Employee's anniversary date each year. Said review and evaluation shall be based on the goals and objectives developed by the City Manager and the Employee in accordance with paragraph B of this Section. Upon completing the evaluation, the City Manager shall provide the Employee with a written copy of the City Manager's remarks. There shall be an adequate opportunity for the Employee to discuss the evaluation with the City Manager.
- B. Annually during the month of July, or such other month as may be mutually agreed upon, the City Manager and the Employee shall define goals and objectives which they determine necessary for the proper operation of the City and the attainment of the City Manager's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the City and the events that have occurred during the year.

SECTION 6 – HOURS OF WORK

- A. The Employee will devote full time and attention to the business of the City and will not engage in any other business during office hours, except with the approval of the City Manager.
- B. It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the City, and to that end the Employee will be allowed to have flexibility in scheduling his time.

SECTION 7 – PAID LEAVE AND HOLIDAYS

- A. The Employee shall accrue twenty (20) days paid vacation leave per year which shall be awarded annually on the Employee's anniversary date. To limit excessive accruals, up to thirty (30) days of accrued unused vacation leave may be carried over from year to year. Employee may opt to be paid for any portion of accrued and unused vacation leave not used during the year.
- B. The Employee will be eligible for ten (10) sick days per fiscal year prorated in the first year from the Employee's anniversary date to the end of the fiscal year. Sick days are only available to be utilized in the fiscal year awarded and shall not accrue or otherwise accumulate from year to year.
- C. The Employee shall be responsible for accurately recording leave usage which shall be verified and approved by the City Manager.
- D. The Employee is entitled to time off for the holidays currently recognized by the City on the day they are observed. Employee will continue to be eligible to receive holiday pay in accordance with the provisions in effect at the time of the signing of this agreement.
- E. All previously accrued and unused leave as of March 4, 2022 shall be grandfathered and remain available for use by the Employee. Employee may opt to be paid for any portion of unused grandfathered leave at the set rate of pay that was in effect prior to appointment as Fire Chief.

SECTION 8 – INSURANCE BENEFITS

Insurance benefits, including health, dental, life and disability insurances provided to City employees as part of its Flexible Benefits Program will be made available to the Employee and paid by the City excepting the Employee shall pay twenty percent (20%) and the City will pay eighty percent (80%) of the applicable premiums for the Employee's chosen health insurance plan and eligible coverage and, further, the City shall pay an amount up to and not exceeding the cost for two (2) person base dental coverage with Employee paying the difference for any higher cost plan and/or coverage levels. The Employee health contribution may be subject to change as applicable to other City Employees. The employee shall receive a buy back for health and/or dental insurance coverages as applicable to other City Employees provided Employee presents evidence of satisfactory coverage from another source.

SECTION 9 – RETIREMENT BENEFITS

- A. The Employee shall be allowed to participate in the NH Retirement System per the requirements established by State of New Hampshire Retirement System.
- B. The Employee may enroll in the City's 457 Deferred Compensation Plan.

SECTION 10 – CITY BUSINESS RELATED EXPENSES

- A. The Employee shall be reimbursed for all reasonable business-related expenses incurred in the performance of his duties.
- B. The Employee shall be provided with a vehicle for business use including responding to and from home for emergency call backs, evening meetings and other employment related activities.

SECTION 11 – PROFESSIONAL DEVELOPMENT

- A. The City shall pay for the Employee's individual membership dues and assessments by the New Hampshire Fire Chiefs Association and the International Association of Fire Chiefs.
- B. The City agrees to purchase subscriptions, books, training materials, course tuition and other professional association memberships for the Employee dependent upon budget availability.
- C. The City agrees to pay the expenses associated with the Employee's attendance at the annual conference of the International Association of Fire Chiefs or, subject to prior approval, another related professional association.
- F. The City agrees to pay Employee the educational incentives previously earned and in accordance with the provisions in effect at the time of the signing of this agreement.

SECTION 12 – INDEMNIFICATION/THIRD PARTY CLAIMS

- A. The City agrees to indemnify and hold harmless the Employee from any and all losses, including Employee's reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, or suit, or judgment arising out of any act or omission of the Employee if at the time of the act or omission, the Employee was acting within the scope of his employment and without malice or bad faith.
- B. The City agrees to provide liability coverage for the Employee against third party claims through the City's public employee insurance coverage.

SECTION 13 – BONDING

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 14 – OTHER TERMS AND CONDITIONS

The City Manager may fix such other reasonable terms and conditions of employment, as he may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Merit Plan, the City Charter, or any other Federal or State law.

SECTION 15 – RESIDENCY

The Employee shall maintain a permanent residence and reside within the City limits throughout the duration of employment as Fire Chief. However, until such time as the Employee establishes a permanent residence within the City limits, the Employee shall be allowed to continue to reside at his current home address.

SECTION 16 – SEVERABILITY

If any provisions, or provision thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

SECTION 17 – MERGER

The text of this written Agreement and any amendments approved and executed by the City Manager and the Employee constitute the entire understanding between the parties with respect to the employment of MICHAEL R. MCSHANE as the Fire Chief of the City of Dover.

SECTION 18 – NOTICES

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: THE CITY MANAGER
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Employee: MICHAEL R. MCSHANE, FIRE CHIEF
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 19 – GENERAL PROVISIONS

- A. This Agreement shall be binding upon the City and Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.
- B. This Agreement shall become effective upon execution.

IN WITNESS WHEREOF, the City of Dover has caused this Agreement to be signed and executed in its behalf by the City Manager, and the Employee has signed and executed this Agreement, all in duplicate, as of the day and year first above written.

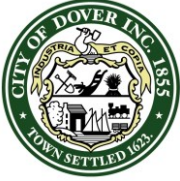
Dated: _____

CITY OF DOVER, NEW HAMPSHIRE

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

EMPLOYEE

By: _____
MICHAEL R. MCSHANE



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2022.07.13 – 152**

Resolution Re: Approval of Director of Human Resources of the City of
Dover Employment Agreement

WHEREAS: Susan M. Daudelin (“Employee”) has been appointed as Director of Human Resources of the City of Dover by the City Manager; and

WHEREAS: It is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS: It is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Director of Human Resources; and

WHEREAS: It is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS: Employee agrees to accept employment as Director of Human Resources of said City.

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

The City Manager is hereby authorized to enter into the attached Employment Agreement.

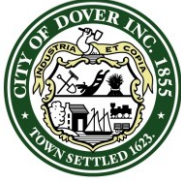
AUTHORIZATION

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.11. Resolution Number: R – 2022.07.13 – 152 Resolution Re: Approval of Director of Human Resources of the City of Dover Employment Agreement
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DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor 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:

See attached Employment Agreement. This Resolution shall ratify the attached Employment Agreement related to the employment of Susan M. Daudelin as Director of Human Resources of the City of Dover. The Agreement outlines wages, benefits, and other conditions of employment.

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DOVER, NH
AND
SUSAN M. DAUDELIN**

This Agreement made and entered into this ____ day of _____, 2022 by and between the CITY OF DOVER, a municipal corporation within the County of Strafford and the State of New Hampshire (hereinafter called the “CITY”), as party of the first part and SUSAN M. DAUDELIN of the City of Dover, County of Strafford, and State of New Hampshire (hereinafter called “EMPLOYEE”), as party of the second part;

WITNESETH:

WHEREAS, the City desires to employ the services of the Employee as Director of Human Resources of the City of Dover.

WHEREAS, it is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS, it is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Director of Human Resources; and

WHEREAS, it is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS, Employee agrees to accept employment as Director of Human Resources of said City.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SECTION 1 – DUTIES AND AUTHORITY

City hereby agrees to employ Susan M. Daudelin as Director of Human Resources of said City. Employee accepts such employment and agrees to perform the functions and duties specified in the City Ordinances, and the Laws of the State of New Hampshire, and to perform such other legally permissible and proper duties, and reasonable functions as the City Manager shall from time-to-time assign.

SECTION 2 – TERM

This Agreement shall remain in full force and effect from July 1, 2022 until employment is terminated by the City or Employee as provided in Section 3 of this Agreement. Solely for the purposes of merit review and benefit eligibility, Employee’s anniversary date of employment with the City shall remain October 14, 1996.

SECTION 3 – TERMINATION OF EMPLOYMENT AND SEVERANCE

- A. The City Manager, at any time, may terminate the employment of the Employee for cause after thirty (30) days written notice of the basis for the termination.
- B. In the event the Employee is terminated by the City Manager with cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave said amount to be paid to the Employee on or before the effective date of termination of their employment.

- C. In the event the City in any fiscal year intentionally reduces the base salary, compensation or any other financial benefit of the Employee in a percentage greater than is applied in an across the board reduction in the same fiscal year applicable to all other employees of the City, or in the event that the City refuses, following a thirty (30) day period after receipt of written notice delivered to the City Manager, to comply with any of the financial provisions benefiting the Employee set forth herein, or if the City abolishes the position of Director of Human Resources without establishment of the position under a different title with substantially similar duties and responsibilities or similar action, the Employee may, at their option, deem themselves to have been terminated without cause as of the date of such reduction or refusal to comply with the provision herein claimed to have been violated.
- D. In the event the Employee is terminated without cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave, together with a lump sum severance payment equal to one (1) month aggregate salary for each year of completed service as Director of Human Resources, not to exceed six (6) months total, said amount to be paid to the Employee on or before the effective date of termination of their employment.
- E. In the event the Employee voluntarily resigns their position with the City, the Employee shall give the City thirty (30) days written notice in advance, unless the parties agree otherwise. Such notice of resignation shall be directed to the City Manager. If the Employee voluntarily resigns, they shall not be entitled to salary after the date of resignation or to the severance benefits specified in this Section except they shall be paid for all unused, accrued vacation leave not to exceed thirty (30) days.

SECTION 4 – SALARY

- A. The City agrees to pay the Employee for services rendered under this Agreement, an annual base salary of \$99,268, subject to applicable withholdings and deductions, payable in installments at the same time as other employees in the City are paid.
- B. Effective the first full pay period following Employee's anniversary date and each year thereafter, the City agrees the Employee shall be awarded a merit increase following completion of an evaluation of their performance as specified by Section 5 of this Agreement. Such increase is only to be applied to the Employee's base salary up to the maximum amount specified in the Class and Pay Plans attached to the City's Merit Plan. The amount of the merit increase shall be determined by the City Manager at his sole discretion, but shall not be more than 5% per annum subject to a satisfactory performance review.

SECTION 5 – PERFORMANCE EVALUATION

- A. The City Manager shall review and evaluate the Employee's performance as Director of Human Resources at least once every year, provided, at a minimum, one performance evaluation occurs within forty-five (45) days of the Employee's anniversary date each year. Said review and evaluation shall be based on the goals and objectives developed by the City Manager and the Employee in accordance with paragraph B of this Section. Upon completing the evaluation, the City Manager shall provide the Employee with a written copy of the City Manager's remarks. There shall be an adequate opportunity for the Employee to discuss the evaluation with the City Manager.
- B. Annually during the month of July, or such other month as may be mutually agreed upon, the City Manager and the Employee shall define goals and objectives which they determine necessary for the proper operation of the City and the attainment of the City Manager's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the City and the events that have occurred during the year.

SECTION 6 – HOURS OF WORK

- A. The Employee will devote full time and attention to the business of the City and will not engage in any other business during office hours, except with the approval of the City Manager.
- B. It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the City, and to that end the Employee will be allowed to have flexibility in scheduling their time.

SECTION 7 – PAID LEAVE AND HOLIDAYS

- A. The Employee shall accrue twenty eight (28) days paid vacation leave per year which shall be awarded annually on the Employee's anniversary date. To limit excessive accruals, up to thirty (30) days of accrued unused vacation leave may be carried over from year to year. Employee may opt to be paid for any portion of accrued and unused vacation leave not used during the year.
- B. The Employee will be eligible for ten (10) sick days per fiscal year prorated in the first year from the Employee's anniversary date to the end of the fiscal year. Sick days are only available to be utilized in the fiscal year awarded and shall not accrue or otherwise accumulate from year to year.
- C. The Employee shall be responsible for accurately recording leave usage which shall be verified and approved by the City Manager.
- D. The Employee is entitled to time off for the holidays currently recognized by the City on the day they are observed.
- E. All previously accrued and unused leave as of the effective date of this Agreement shall be grandfathered and remain available for use by the Employee. Employee may opt to be paid for any portion of unused grandfathered leave.

SECTION 8 – INSURANCE BENEFITS

Insurance benefits, including health, dental, life and disability insurances provided to City employees as part of its Flexible Benefits Program will be made available to the Employee and paid by the City excepting the Employee shall pay twenty percent (20%) and the City will pay eighty percent (80%) of the applicable premiums for the Employee's chosen health insurance plan and eligible coverage and, further, the City shall pay an amount up to and not exceeding the cost for two (2) person base dental coverage with Employee paying the difference for any higher cost plan and/or coverage levels. The Employee health contribution may be subject to change as applicable to other City Employees. The employee shall receive a buy back for health and/or dental insurance coverages as applicable to other City Employees provided Employee presents evidence of satisfactory coverage from another source acceptable to the City.

SECTION 9 – RETIREMENT BENEFITS

- A. The Employee shall be allowed to participate in the NH Retirement System per the requirements established by State of New Hampshire Retirement System.
- B. The Employee may enroll in the City's 457 Deferred Compensation Plan and will remain eligible to receive a matching City contribution as applicable to other City employees.

SECTION 10 – CITY BUSINESS RELATED EXPENSES

- A. The Employee shall be reimbursed for all reasonable business-related expenses incurred in the performance of their duties.

SECTION 11 – PROFESSIONAL DEVELOPMENT

- A. The City shall pay for the Employee's individual membership dues and assessments by the International Public Management Association for Human Resources and the Society for Human Resource Management.
- B. The City agrees to purchase subscriptions, books, training materials, course tuition and other professional association memberships for the Employee dependent upon budget availability.
- C. The City agrees to pay the expenses associated with the Employee's attendance at the annual conference of the International Public Management Association for Human Resources or equivalent, as mutually agreed upon.

SECTION 12 – INDEMNIFICATION/THIRD PARTY CLAIMS

- A. The City agrees to indemnify and hold harmless the Employee from any and all losses, including Employee's reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, or suit, or judgment arising out of any act or omission of the Employee if at the time of the act or omission, the Employee was acting within the scope of their employment and without malice or bad faith.
- B. The City agrees to provide liability coverage for the Employee against third party claims through the City's public employee insurance coverage.

SECTION 13 – BONDING

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 14 – OTHER TERMS AND CONDITIONS

The City Manager may fix such other reasonable terms and conditions of employment, as he may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Merit Plan, the City Charter, or any other Federal or State law.

SECTION 15 – SEVERABILITY

If any provisions, or provision thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

SECTION 16 – MERGER

The text of this written Agreement and any amendments approved and executed by the City Manager and the Employee constitute the entire understanding between the parties with respect to the employment of SUSAN M. DAUDELIN as the Director of Human Resources of the City of Dover.

SECTION 17 – NOTICES

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City:	The City Manager
	City of Dover, NH
	288 Central Avenue

Dover, NH 03820

Employee: SUSAN M. DAUDELIN, Director of Human Resources
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18 – GENERAL PROVISIONS

- A. This Agreement shall be binding upon the City and Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.
- B. This Agreement shall become effective upon execution.

IN WITNESS WHEREOF, the City of Dover has caused this Agreement to be signed and executed in its behalf by the City Manager, and the Employee has signed and executed this Agreement, all in duplicate, as of the day and year first above written.

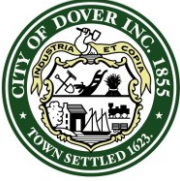
Dated: _____

CITY OF DOVER, NEW HAMPSHIRE

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

EMPLOYEE

By: _____
SUSAN M. DAUDELIN



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: **R - 2022.07.13 – 153**

Resolution Re: Authorization to Provide City of Dover's Consent to Leasehold Mortgage, Security Agreement and Financing Statement of Cocheco Falls Associates, L.P.

WHEREAS: The City of Dover and Southern New Hampshire Hydro-Electric Development Corporation entered into a Lease Agreement dated April 1, 1983 ("Lease") to lease the Cocheco Falls Dam located in Dover for redevelopment and production of hydroelectricity; and

WHEREAS: The original lessee subsequently assigned its interests to Cocheco Falls Associates, L.P. ("CFA"); and

WHEREAS: CFA is currently seeking financing for approximately \$500,000 (approximate term of ten years) to purchase new turbine/generator units, which purchase is expected to improve the dam's efficiency and increase the potential output of hydroelectricity; and

WHEREAS: CFA has requested the City's consent to the proposed Leasehold Mortgage, Security Agreement, and Financing Statement between CFA and Juhl Clean Energy Assets, Inc., as required by the Lease.

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

The City Manager is authorized, on behalf of the City of Dover, to consent to and execute the Leasehold Mortgage, Security Agreement, and Financing Statement between CFA and Juhl Clean Energy Assets, Inc.

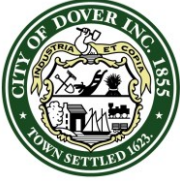
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: **R - 2022.07.13 – 153**
Resolution Re: Authorization to Provide City of Dover's Consent to
Leasehold Mortgage, Security Agreement and Financing
Statement of Cocheco Falls Associates, L.P.

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:

A copy of the Leasehold Mortgage, Security Agreement, and Financing Statement ("Leasehold Mortgage") between CFA and Juhl Clean Energy Assets, Inc. (lender) is attached for reference. The City Attorney has reviewed the Leasehold Mortgage and coordinated certain amendments (reflected in the current version attached to this resolution) to be consistent with the underlying lease currently in place.

Recording Requested By,
And After Recording, Return To:
Godfrey & Kahn, S.C.
833 East Michigan Street, Suite 1800
Milwaukee, WI 53202
Attn: Danny S. Tang

THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is made this _____ day of July, 2022, by COCHECO FALLS ASSOCIATES L.P., a Maine limited partnership ("Mortgagor"), in favor of JUHL CLEAN ENERGY ASSETS, INC., a Delaware corporation ("Mortgagee").

W I T N E S S E T H:

Mortgagee and Mortgagor, Watson Associates L.P., a Maine limited partnership ("Watson"), and Saco River Hydro, LLC, a Maine limited liability company ("SRH") (each, a "Borrower" and collectively, the "Borrowers") have entered into that certain Loan Agreement ("Loan Agreement") dated as of even date herewith pursuant to which Mortgagee has agreed to make a loan to the Borrowers in the maximum principal amount of One Million and 00/100 Dollars (\$1,000,000.00), as evidenced by the Note, as such term is defined in the Loan Agreement, all on the terms and conditions as are set forth in the Loan Agreement and the Note, and to provide additional security for the Note, Mortgagor has agreed to execute this instrument and make this Mortgage, with full knowledge of the terms contained herein and in the Note.

NOW, THEREFORE, **subject to the terms and provisions of this Mortgage, including, without limitation, the limitation on the amount secured by this Mortgage set forth in Section 1 of this Mortgage,** Mortgagor, to secure the payment of the Note in accordance with their terms and all increases, additions, extensions, modifications and renewals thereof, and all other sums which may become due from the Borrowers to Mortgagee by virtue of the Loan Agreement, this Mortgage, the other security documents, and all other documents executed in connection with the transactions contemplated by the Loan Agreement (collectively such documents are hereinafter referred to as the "Transaction Documents"), and to secure the performance of the covenants and agreements herein contained and in the Transaction Documents, by each Borrower to be performed, and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Mortgagee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, does hereby grant, bargain, sell, mortgage, convey and warrant unto the Mortgagee, its successors and assigns, forever, all of Mortgagor's interest as tenant ("Lessee's Interest") in that Lease Agreement dated April 1, 1983, by and between Mortgagor (f/k/a Cocheco Falls Associates) (as assignee of Southern New Hampshire Hydroelectric Development Corp. pursuant to that certain Agreement dated December 30, 1983), as lessee, and the City of Dover, New Hampshire, as

lessor ("Lessor"), as recorded with the Strafford County Register of Deeds at Book 1097, Page 25, as amended by that certain First Amendment to Lease Agreement dated September 25, 2019, as recorded with the Strafford County Register of Deeds at Book 5003, Page 611 (as may be amended in the future, collectively, the "Lease") for that tract or parcel of land ("Real Estate") legally described on EXHIBIT A attached hereto and incorporated herein by reference, together with all the properties and rights described as follows (all of which are collectively referred to herein as the "Mortgaged Premises"):

I. All right, title and interest of Mortgagor, including any after-acquired title or reversion, now or at any time hereafter existing, in and to all highways, roads, ways, streets, avenues, alleys and other public thoroughfares, bordering on or adjacent to the Real Estate or any part thereof, together with all right, title and interest of Mortgagor to the land lying within such highways, roads, ways, streets, avenues, alleys and other public thoroughfares, whether heretofore or hereafter vacated, and all strips and gores adjoining or within the Real Estate or any part thereof;

II. All and singular the tenements, hereditaments, licenses, permits, consents, easements, appurtenances, passages, waters, water courses, riparian rights, other rights and privileges thereof or in any way now or at any time hereafter belonging to or in any way appertaining to the Real Estate or any part thereof or to any property or right now or at any time hereafter comprising a part of the property and rights subject to this Mortgage; and all right, title and interest of Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders to the Real Estate and/or Improvements and such other property or right and all rents, income, issues, profits, royalties and revenues now or hereafter derived or accrued from or belonging to the Real Estate and/or Improvements or any part thereof and such other property or right subject to this Mortgage;

III. All present and future oral and written leases, sub-leases, licenses and agreements for the use or occupancy of the whole or any part of the Real Estate, including without limitation any facility services agreement the Mortgagor may enter into with respect to any portion of the Real Estate, including all amendments of, supplements to, and renewals and extensions thereof at any time made (all such leases, agreements, amendments, supplements, renewals and extensions being hereinafter referred to collectively as the "Leases") together with all rents, earnings, income, issues, profits, royalties, revenues, license fees, insurance proceeds, including without limitation any policy of insurance covering loss of income or rents for any cause, whether pursuant to any of the Leases or otherwise, and all other monetary benefits now existing or hereafter arising, derived or accrued from or belonging to the Real Estate or such Leases, including any and all payments in lieu of rent or license fees, condemnation proceeds, damages, security deposits, rebates or refunds of impact fees, water or sewer connection fees, utility costs, taxes, assessments or other charges and all other sums due or to become due under and pursuant thereto;

IV. All buildings and improvements ("Improvements") of every kind and description now or hereafter located, erected or placed on the Real Estate, or any part thereof, including, but not limited to, all structures, railroad spur tracks and sidings, plants, works and all materials

intended for construction, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be subject to this Mortgage immediately upon the delivery thereof to the Real Estate, and all fixtures now or hereafter owned by Mortgagor, and attached to or contained in and used in connection with the Real Estate, whether or not the same are or shall be attached to any building or buildings in any manner and, without any further act, all extensions, additions, betterments, substitutions and replacements to the foregoing;

V. All fixtures, furniture, furnishings, appliances, equipment, machinery and other property of every kind and description in which Mortgagor now has or at any time hereafter acquires an interest, whether now or at any time hereafter installed or located in, on or about or used in connection with the Real Estate or any part thereof, including but not limited to all electrification equipment and power lines, whether owned individually or jointly with others, all water supply, heating, lighting, cooling, refrigerating, humidifying, dehumidifying, plumbing, sprinkler protection, fire extinguishing, incinerating, waste removal, cleaning, air-conditioning, ventilating, communicating, water-heating, television antenna and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, conduits, ducts, compressors, elevators, escalators, shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves, ranges, dishwashers, waste disposal units, curtain rods and fixtures, washing machines, clothes dryers, floor coverings, partitions, condensing units, range hoods, fans, lawn equipment, speakers, electrical wiring, pipe, signs, all built-in equipment, whether any of the foregoing are single units or centrally controlled, and all renewals, replacements and substitutions thereof and additions thereto, it being understood that all of the fixtures, furnishings, appliances, equipment, machinery and other property hereinabove described shall be subject to the lien of this Mortgage as if covered and conveyed hereby by specific and apt descriptions;

VI. All awards and other compensation ("Awards"), whether heretofore, now or hereafter made, to the Mortgagor, its respective successors and assigns, for any taking by Eminent Domain, either permanent or temporary, of all or any part of the Real Estate or any part thereof and all the properties and rights described in Paragraphs I, II, III and IV above or any part thereof or any easement or appurtenance thereof, including any awards for any changes of grade of streets, which said awards and compensation are hereby assigned to Mortgagee; and

VII. All monies or other funds or sums at any time on deposit with Mortgagee pursuant to the terms hereof, and all contract rights, general intangibles, actions and rights of action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the Real Estate or any part thereof or the properties and rights described in Paragraphs I, II, III, IV, V, and VI above, or any part thereof; and all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Estate or any part thereof or the properties and rights described in Paragraphs I, II, III, IV, V, and VI, above or any part thereof.

Any reference herein to the "Mortgaged Premises" shall be deemed to apply to Lessee's Interest, the Improvements and all the properties and rights expressed in the foregoing seven (7)

paragraphs, unless the context shall require otherwise. It is understood that the Lessee's Interest the Improvements and all the properties and rights hereby granted, bargained, sold, mortgaged, conveyed and warranted are intended to be one unit and are hereby understood, agreed and declared to form a part and parcel of the Mortgaged Premises and to be appropriated to the use of the Mortgaged Premises, and shall for the purpose of this Mortgage, so far as permitted by law, be deemed to be real estate and covered by the lien of this Mortgage, and as to the balance of the properties and rights as aforesaid, this Mortgage is also deemed to be a Security Agreement for the purpose of creating a security interest in said properties and rights, which security interest Mortgagor hereby grants Mortgagee as security for the payment of the Note and all other sums secured hereby.

TO HAVE AND TO HOLD the Mortgaged Premises unto the Mortgagee and its successors and assigns forever.

AND MORTGAGOR COVENANTS AND WARRANTS (i) that it has a good and valid leasehold interest in the Mortgaged Premises pursuant to the Lease, free and clear of all liens, charges and encumbrances whatsoever, except as may be set forth on EXHIBIT B attached hereto and incorporated by reference; (ii) that Mortgagor has full and legal right, power and authority to so convey the same; (iii) that Mortgagor and its respective successors in interest will forever warrant and defend the lien and priority of this Mortgage against the lawful claims and demands of all persons whomsoever. In the event any action or proceeding is commenced that questions Mortgagor's leasehold title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at Mortgagor's expense. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Mortgagee's own choice. Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as Mortgagee may request from time to time to permit such participation. Mortgagor covenants that Mortgagee is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note. Mortgagor further warrants that the Mortgaged Premises and Mortgagor's use of the Mortgaged Premises comply with all existing applicable laws, ordinances, and regulations of all governmental authorities having jurisdiction over the Mortgaged Premises and Mortgagor.

PROVIDED, HOWEVER, that if the principal, interest and all other sums provided in the Note are paid and all other sums hereinafter provided for or secured hereby are paid, and if the Borrowers properly perform all of the covenants contained herein and in the Transaction Documents, then this Mortgage shall be released, at the cost of the Mortgagor, otherwise this Mortgage will remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Payment and Performance. This Mortgage is given to secure: (a) payment of all amounts which may be due or become due pursuant to the Note, the Transaction Documents, and this Mortgage; and (b) performance of any and all obligations under the Note, the Transaction

Documents, and this Mortgage. Except as otherwise provided in this Mortgage, the Borrowers shall pay to Lender all amounts secured by this Mortgage as they become due and Mortgagor shall strictly perform all of Mortgagor's obligations under this Mortgage. **Notwithstanding anything to the contrary set forth in this Mortgage, the maximum amount secured by this Mortgage is \$500,000.00, including any of the foregoing which is incorporated into this Mortgage by a modification or similar document recorded subsequent to the date hereof, plus interest, late charges, and disbursements that may be made pursuant to the terms of this Mortgage.** Mortgagor acknowledges and agrees that the maximum amount secured by this Mortgage is roughly equivalent to the portion of the Loan which will be used by Mortgagor with respect to the Mortgaged Premises. The maximum amount secured by this Mortgage shall not in any way imply that Mortgagee shall be obligated to advance any amount at any time.

2. **Payment of Taxes.** Mortgagor shall pay before delinquent and before any interest or penalty for non-payment attaches thereto, all taxes, assessments, water rates, sewer rentals and other governmental charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Premises ("Taxes") or any part thereof, or upon the Mortgagor's interest in the rents, issues, income or profits thereof, whether any or all of said items be levied directly or indirectly or as excise taxes or income taxes, and Mortgagor shall deliver to Mortgagee, at least ten (10) days before delinquent, receipted bills evidencing payment therefor. Notwithstanding the foregoing, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Tax, assessments, rates, rentals or charges in the manner provided by law, in which event, Mortgagor shall:

(i) pay in full, under protest in the manner provided by law any Tax which Mortgagor may desire to contest, or

(ii) withhold the payment thereof, if contest of any Tax may be made without the payment thereof, provided, however, that:

(1) such contest shall have the effect of preventing the sale or forfeiture of the Mortgaged Premises or any part thereof, or any interest therein, to satisfy any such Tax;

(2) Mortgagor has not less than forty-five (45) days prior to the date the amount of any such Tax shall be increased by reason of any interest, penalties or costs, notified Mortgagee in writing of the intention of Mortgagor to contest the same;

(3) Mortgagor shall have furnished Mortgagee from time to time as Mortgagee may request such security or bond or indemnification satisfactory to Mortgagee for the final payment and discharge thereof; and

(4) in the event of a ruling or adjudication adverse to Mortgagor, Mortgagor shall promptly pay any such Tax plus any interest, penalty or additional charge thereon.

All costs and expenses incidental to any such contest shall be paid by Mortgagor.

3. Intentionally Deleted.

4. Effect of New Taxation or Changes in Law Regarding Taxation. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor or the Mortgaged Premises, any tax, assessment or governmental charge of any character whatever is due or becomes due on account of this Mortgage or the indebtedness secured hereby, except for income or franchise taxes of Mortgagee, Mortgagor covenants and agrees to pay any such tax, assessment or governmental charge of any character whatever in the manner required by any such law when the same shall become due. Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any such tax, assessment or government charge on account of this Mortgage or the indebtedness secured hereby. In the event of the enactment after this date of any law of the state in which the Mortgaged Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collecting taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or charges or liens or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

5. Environmental Warranties and Indemnification.

5.1. For purposes of this Section 5, the following definitions shall apply:

5.1.1. The term "Environmental Laws" shall have the same meaning as ascribed to such term in the Loan Agreement.

5.1.2. The term "Loan" shall have the same meaning as ascribed in the Loan Agreement.

5.2. In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants to Mortgagee the following:

5.2.1. Mortgagor is not a party to any litigation or administrative proceeding and, so far as is known by Mortgagor, there is no litigation or administrative proceeding threatened against Mortgagor relating to the Mortgaged Premises, which in either case asserts or alleges (i) Mortgagor violated Environmental Laws, (ii) Mortgagor is required to clean up or take remedial or other response action due to the disposal, discharge or other release of any hazardous substance or materials, or (iii) Mortgagor is required to contribute to the cost of any past, present or future cleanup or remedial or other response action which arises out of or is related to the disposal, discharge or other release of any hazardous substances or materials.

5.2.2. With respect to the period during which Mortgagor owned or occupied the Mortgaged Premises and, to the Mortgagor's knowledge with respect to the time before Mortgagor owned or occupied the Mortgaged Premises, no person or entity has caused or permitted materials to be generated, stored, treated, recycled or disposed of on, under or at the Mortgaged Premises which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws.

5.2.3. To the Mortgagor's knowledge (i) there are not now and there have not ever been any underground storage tanks on the Mortgaged Premises and (ii) there are not now and have never been any tanks or other facilities on, under or at the Mortgaged Premises now or at any time owned or occupied by the Mortgagor which contained materials which, if known to be present in soils or groundwater, would require cleanup, removal or some other remedial action under Environmental Laws.

5.2.4. To the Mortgagor's knowledge, there are no conditions existing currently or that are likely to exist during the term of the Loans which would subject Mortgagor to damages, penalties, fines, injunctive relief or cleanup or other costs or expenses under any Environmental Laws or which would require cleanup, remedial action or other response pursuant to Environmental Laws by Mortgagor.

5.2.5. Mortgagor is not subject to any judgment, decree, order or citation related to or arising out of any Environmental Laws and to the Mortgagor's knowledge, has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws.

5.2.6. Mortgagor has timely obtained all permits, licenses and approvals required under all Environmental Laws; all such permits, licenses, and approvals are in full force and effect and any fees and/or conditions for such permits, licenses and approvals have been paid and/or complied with.

5.2.7. To Mortgagor's knowledge, no pesticides, herbicides, fertilizers or other materials have been used on, applied to or disposed of on the Mortgaged Premises in violation of any Environmental Laws.

5.3. While any part of the principal of or interest on the Loans remains unpaid, Mortgagor shall:

5.3.1. Timely comply with all applicable Environmental Laws; provided, however, that Mortgagor shall not be required to comply with any Environmental Law so long as (i) Mortgagor shall, in good faith and with due diligence, contest the same or the validity or applicability thereof by appropriate legal proceedings which shall have the effect of preventing the immediate enforcement of the same against Mortgagor or the Mortgaged Premises, and (ii) pending the outcome of such legal proceedings Mortgagor shall give Mortgagee such reasonable security as may be requested by Mortgagee to insure compliance with the Environmental Law and all interest and maximum penalties for which Mortgagor could be responsible thereunder.

5.3.2. Provide Mortgagee, immediately upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging violation by Mortgagor of any Environmental Law, or asserting or alleging a circumstance or condition which may require a financial contribution by Mortgagor or a cleanup, remedial action or other response by or on the part of Mortgagor under Environmental Laws.

5.3.3. Advise Mortgagee in writing as soon as Mortgagor becomes aware of any condition or circumstance which makes any of the representations or warranties contained herein incomplete or inaccurate.

5.3.4. Promptly undertake and diligently pursue to completion any legally required remedial containment or cleanup action in the event of any release or discharge or threatened release or discharge of any solid, hazardous or toxic substance or material or other health or environment threatening substance on, upon, into or from the Mortgaged Premises.

5.3.5. At all times while owning or operating the Mortgaged Premises, Mortgagor agrees to maintain and retain complete and accurate records of all releases, discharges or other use, handling, storage, disposal or transport of any toxic, hazardous or health or environment threatening substance on, onto, into or from the Mortgaged Premises, including without limitation, records of the quantity and type of any such substance disposed of on or off of the Mortgaged Premises, as required by Environmental Laws.

5.4. Mortgagor hereby agrees to indemnify, defend and hold harmless Mortgagee and each of its officers, directors, employees, agents, consultants, attorneys, and contractors (the "Agents") with respect to any and all losses, liabilities, damages, fines, penalties, costs and expenses of every kind and character, including reasonable attorneys' fees and court costs, incurred and expended by Mortgagee, and occasioned by or associated with any claims, demands, causes of action, suits and/or enforcement actions including any administrative or judicial proceedings and any remedial, removal or response actions ever asserted, threatened, instituted or requested by any person whatsoever arising out of or related to (i) the breach of any representation or warranty of Mortgagor set forth in this Section 5; or (ii) the failure of Mortgagor to perform any material covenant or obligation hereunder; or (iii) the ownership, construction, occupancy, operation or use of the Mortgaged Premises; unless caused by the bad faith or negligence of Mortgagee. The provisions of this Section shall be in addition to and not in limitation of any other obligations and liabilities which Mortgagor may have to Mortgagee under applicable statutes or at common law and shall survive the term of this Mortgage and/or the Transaction Documents and shall continue thereafter in full force and effect.

6. Mortgagor's Covenants. The Mortgagor will not do or permit to be done to, in, upon or about any portion of the Mortgaged Premises, anything that may in any manner impair the value thereof, or weaken, diminish or impair the security of this Mortgage. In furtherance of the foregoing, Mortgagor shall:

6.1. Keep the Mortgaged Premises in good condition and repair and not commit or permit the commission of any waste of any kind whatsoever on the Mortgaged Premises or any part thereof.

6.2. To the extent of sufficient insurance proceeds exist, promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Mortgaged Premises which may become damaged or be destroyed by any cause whatsoever (excluding minor inconsequential damage costing less than \$1,000.00 to repair which does not materially impair the value or utility of the improvements), so that upon completion of the repair, restoration and rebuilding of said buildings and improvements there will not be any liens of any nature arising out of said repair, restoration and rebuilding, and the Mortgaged Premises will have a commercial value at least as great as the commercial value of the Mortgaged Premises immediately prior to such damage or destruction.

6.3. Not directly or indirectly, without Mortgagee's prior written consent, create, incur, permit to exist or assume any mortgage, pledge or other lien or claim for lien or encumbrance upon the Mortgaged Premises or any part thereto other than (i) the lien and security interest of Mortgagee as created by this Mortgage and any other documents evidencing, securing or referring to the Note and (ii) the permitted liens, charges or encumbrances set forth in EXHIBIT B, if any, provided, however, that with respect to any lien or claim for lien arising from any work performed or materials furnished on or

relating to the Mortgaged Premises or any part thereof, Mortgagor may contest any such lien or claim for lien by obtaining the release of such lien and by otherwise complying with applicable law (the sufficiency of the sureties shall be subject to Mortgagee's approval) or its successor section, or upon furnishing Mortgagee indemnification satisfactory to Mortgagee for the final payment and discharge thereof.

6.4. Promptly comply, and shall use reasonable efforts to cause each lessee or other user of any part of the Mortgaged Premises to promptly comply, with all laws, ordinances, regulations and orders of all public authorities having jurisdiction of the Mortgaged Premises and with all restrictions of record pertaining to the Mortgaged Premises.

6.5 Subject to the provisions of the Loan Agreement, not make any alterations, changes or modifications to any part of the Mortgaged Premises without the prior written consent of Mortgagee.

6.6. Promptly notify Mortgagee in writing of (i) any loss or damage to any part of the Mortgaged Premises, (ii) any material change, whether contemplated, pending or final, in the assessment of any part of Mortgaged Premises by taxing authorities or in the zoning classification, (iii) the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting any part of the Mortgaged Premises, including those proceedings relating to severance and consequential damage and change in grade of streets, copies of any and all papers served in connection with any such proceedings to be delivered to Mortgagee upon such service, and (iv) any other action, whether contemplated (when known to Mortgagor), pending or final, by any public authority or otherwise, that could affect the value of any part of the Mortgaged Premises;

6.7. Not suffer or permit any change in the general nature of the occupancy of the Mortgaged Premises.

6.8. Not initiate or acquiesce in any zoning reclassification or take or permit any similar action with respect to the Mortgaged Premises.

6.9. Not make or permit any use of the Mortgaged Premises that could with the passage of time result in the creation of any right of user, or any claim of adverse possession or easement on, to or against any part of the Mortgaged Premises in favor of any person or the public.

6.10. Not permit any portion of the Mortgaged Premises to be used for any unlawful purpose.

6.11 Permit the Mortgagee to enter the Mortgaged Premises at any time after reasonable notice.

7. Insurance. Mortgagor shall keep in full force and effect all insurance coverage required under the Loan Agreement.

8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of any casualty loss, or damage to the Mortgaged Premises, Mortgagor shall give immediate notice to the Mortgagee, and Mortgagee shall consult with Mortgagor as to how to proceed but shall allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. The insurance proceeds shall be paid to Mortgagee and Mortgagee is authorized to collect and to give receipts therefor. Provided no Event of Default exists, all such insurance proceeds shall be held by Mortgagee, and used to reimburse Mortgagor for the cost of the rebuilding or restoration of said improvements on the Mortgaged Premises, in which event the proceeds so used shall not be deemed a payment on the indebtedness secured hereby and the Mortgagee shall make such proceeds available, from time to time, for such reconstruction costs in a manner similar to the procedures set forth for the disbursement of loan proceeds under the Loan Agreement. If an Event of Default exists, then Mortgagee may, at its option, apply the insurance proceeds to the principal balance of the Loans. If Mortgagee allows insurance proceeds to be made available for rebuilding or restoration, and if the amount of such proceeds are insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the proceeds, before being entitled to reimbursement out of the proceeds. Any surplus which may remain out of said proceeds after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In any event, so long as any portion of the indebtedness secured hereunder remains unpaid, Mortgagor shall commence promptly rebuilding or restoration of said improvements after the occurrence of the loss and shall prosecute the same to completion diligently, and said improvements shall be so restored or rebuilt so that the Mortgaged Premises shall have a commercial value at least as great as the then commercial value of the Mortgaged Premises immediately prior to such event.

9. Condemnation. Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or the Mortgagor's name any action or proceeding relating to any condemnation or power of eminent domain and to settle or compromise any claim in connection therewith, provided Mortgagee agrees to consult with Mortgagor concerning such action. The Award is included in the Mortgaged Premises, and the Mortgagee may elect (i) to apply the proceeds of the Award upon or in reduction of the indebtedness secured hereby, in such order as Mortgagee shall determine, or (ii) be held by Mortgagee and used to reimburse Mortgagor for the cost of rebuilding or restoring buildings or improvements on the Mortgaged Premises, in which event the proceeds so used shall not be deemed a payment on the indebtedness secured hereby and the proceeds of the Award shall be applied and paid out in the same manner as is provided in Section 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such Award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the Award, before being entitled to reimbursement out of the Award. Any surplus which may remain out of said Award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In any

event, so long as any portion of the indebtedness secured hereunder remains unpaid, Mortgagor shall commence rebuilding or restoration of any remaining portion of the Mortgaged Premises promptly after the taking and shall diligently pursue the same to completion.

10. Hold Harmless. Mortgagor shall save the Mortgagee harmless from and indemnify Mortgagee against all loss, liability, damages, costs and expenses, including reasonable attorney's fees, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage (but excluding any action in which Mortgagor and Mortgagee are adversary parties and Mortgagor is the prevailing party), unless caused by the malicious act or omission or gross negligence of Mortgagee, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate set forth in the Note, as such term is defined in the Loan Agreement, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable to Mortgagee.

11. Mortgagee's Performance of Defaulted Acts. Upon the occurrence of an Event of Default, Mortgagee may, at its option and whether electing to declare the whole indebtedness due and payable or not, (i) perform the same without waiver of any other remedy, and/or (ii) purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Premises and the maintenance of the lien created hereby, including reasonable attorney's fees, with interest on all such items at the rate at which principal bears interest under the Note, shall be repayable by the Mortgagor without demand and shall be tacked and impressed as an additional lien upon the Mortgaged Premises prior to any right, title, interest or claim attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be secured by and collectible as part of this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any such default on the part of Mortgagor.

12. Mortgagee's Reliance in Making Payments. Mortgagee, in making any payment herein and as hereby authorized, (i) relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the validity or accuracy thereof, and (ii) relating to any prior lien or title or claim thereof, may do so without inquiry as to the validity or amount of any such prior lien or title or claim which may be asserted, and (iii) may do so whenever, in its sole judgment, such payment or payments shall seem necessary or desirable to protect the security created by this Mortgage; provided, however, that in connection with any such payment as aforesaid, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the expense of which shall be repayable by the Mortgagor upon demand and shall be secured hereby.

13. [Intentionally Omitted].

14. Assignment of Rents and Leases. All right, title and interest of the Mortgagor in and to all present Leases affecting the Mortgaged Premises, and including and together with (i) any and all future Leases upon all or any part of the Mortgaged Premises, (ii) all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the Mortgaged Premises and (iii) all deposits given as security for the faithful performance of each of such Leases and all guaranties of any or all of such Leases, are hereby assigned simultaneously herewith to the Mortgagee as security for the payment of the Note. All or any such Leases shall be subordinate to this Mortgage. Mortgagor, as lessor under such Leases, shall comply with all provisions in such Leases with which the lessor is required to comply, and shall faithfully and fully enforce all material terms and conditions of such leases. If Mortgagor shall not comply with or enforce each such lease, Mortgagee may (without being required to), after 10 days prior written notice to Mortgagor, perform and enforce such Leases, and all amounts expended by Mortgagee in connection therewith shall be immediately due Mortgagee and shall be secured by the lien hereof.

15. Change in Ownership or Other Transfers. Notwithstanding anything herein to the contrary, except for transfers permitted under the Loan Agreement, in the event that (i) there is any voluntary or involuntary change in the legal or equitable ownership of the Mortgaged Premises or any part thereof, or (ii) there is any voluntary or involuntary transfer, conveyance, encumbrance, sale, lease (except for the Lease) or other disposition of the Mortgaged Premises, or any part thereof except as otherwise permitted under the Loan Agreement, (iii) there is a voluntary or involuntary transfer, conveyance, encumbrance, sale or other disposition of any or all of the membership interests of Mortgagor except as permitted by the Loan Agreement, or (iv) there is any agreement to do any of the foregoing, the Mortgagee may, at its option, unless its prior written consent has been obtained, declare the whole indebtedness secured hereby immediately due and payable, together with reasonable attorneys' fees. Consent to one transfer shall not imply consent to any subsequent transfer. No consent of the Mortgagee, even if granted, shall release Mortgagor or any other person liable for any indebtedness secured hereby.

16. Remedies Upon Event of Default; Acceleration. Upon the occurrence of an Event of Default, the whole indebtedness secured hereby shall, at the option of the Mortgagee, and without notice, become immediately due and payable with reasonable attorneys' fees, and thereupon, or at any time during the existence of any such default, Mortgagee may proceed to foreclose this Mortgage as provided by law, anything hereinbefore or in the Note contained to the contrary notwithstanding and/or exercise any other right or remedy available to it under this Mortgage or the Note or any other document securing or evidencing the indebtedness secured hereby. Upon the occurrence of an Event of Default, Mortgagee may forthwith exercise all other rights and remedies provided herein, or under any provision of the Transaction Documents or be available to the Mortgagee by law, including without limitation, the STATUTORY POWER OF SALE, conditioned upon and subject to written consent of the Lessor for any purchaser of the Mortgagor's interest by any third party other than Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

17. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver, without the requirement of posting of any bond or security and without regard to the then value of the Mortgaged Premises or whether the same shall be then occupied as a homestead or not. The Mortgagee hereunder or any holder of the Note may be appointed as such receiver, conditioned upon and subject to written consent of the Lessor of the appointment of any receiver other than Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. Such receiver shall have (i) power to collect the rents, issues and profits of the Mortgaged Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and (ii) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) after any such foreclosure sale, to the balance due of any amounts secured hereby or by such decree after application of any proceeds obtained by such foreclosure sale.

18. Expenses. If Mortgagee commences or defends any proceeding to enforce its rights hereunder or under the Note or Loan Agreement or any other Loan Document, Mortgagor agrees to pay to Mortgagee all expenses, including attorneys' fees, paid or incurred by Mortgagee in connection therewith, which expenses shall be secured by this Mortgage. In furtherance of the foregoing, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Premises.

19. Maintenance of Mortgaged Premises During Foreclosure. In the event of foreclosure of this Mortgage, Mortgagor hereby authorizes and empowers Mortgagee, its successors and assigns: (a) to pay all Taxes, that may have been or that thereafter during the period of redemption from the sale under such foreclosure may be levied or assessed upon any portion of the Mortgaged Premises; (b) to keep the improvements then existing upon the Mortgaged Premises insured and to pay the premiums therefor as required hereunder during the period of redemption (if any) from the sale under such foreclosure; and (c) to keep the Mortgaged

Premises in thorough repair as required hereunder during the period of redemption, if any, of the sale from such foreclosure.

20. Intentionally Deleted.

21. Security Agreement and Financing Statement. This Mortgage is, pursuant to the New Hampshire Uniform Commercial Code, a security agreement and financing statement with respect to that portion of the Mortgaged Premises constituting fixtures. Mortgagor hereby authorizes Mortgagee to execute and file continuation statements without the signature of Mortgagor if Mortgagee shall determine that such are necessary or advisable in order to perfect Mortgagee's security interest in such fixtures and shall promptly execute financing statements and continuation statements in form satisfactory to Mortgagee, upon request, to further evidence and secure Mortgagee's interest in such fixtures and shall pay to Mortgagee on demand any expenses incurred by Mortgagee in connection with the preparation, execution and filing of such statements and any continuation statements that may be filed by Mortgagee. Upon the occurrence of any Event of Default, Mortgagee may, at its option, sell or otherwise dispose of such fixtures by public or private proceedings, separate from or together with the sale of the Mortgaged Premises, in accordance with the provisions of the New Hampshire Uniform Commercial Code, conditioned upon and subject to written consent of the Lessor for any purchaser of the Mortgagor's interest by any third party other than Mortgagee (which consent shall not be unreasonably withheld, conditioned, or delayed), and Mortgagee may with respect to such fixtures, exercise any other rights or remedies of a secured party under the New Hampshire Uniform Commercial Code. Unless such fixtures are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of such fixtures or other intended disposition thereof. Upon occurrence of any Event of Default, the Mortgagee reserves the option, pursuant to the appropriate provisions of the New Hampshire Uniform Commercial Code to proceed with respect to such fixtures as part of the Mortgaged Premises in accordance with its rights and remedies with respect to the Mortgaged Premises, in which event the default provisions of the New Hampshire Uniform Commercial Code shall not apply.

22. No Waiver. The failure of the Mortgagee to exercise its option for acceleration of maturity and/or foreclosure following an Event of Default or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity once claimed hereunder by Mortgagee may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, nor extend or affect the grace period, if any.

23. Cumulative Rights and Remedies. The rights and remedies herein provided are cumulative and Mortgagee may recover judgment on the Note, issue execution therefor, and

resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage and no enumeration of special rights or powers by any provision of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in the Mortgagee by virtue of the laws of New Hampshire.

24. Transferees of Mortgaged Premises. Subject to the provisions of Section 14, in the event of the sale or transfer by operation of law or otherwise, of all or any part of the Mortgaged Premises, the Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to the Mortgaged Premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might have dealt with the Mortgagor.

25. No Effect on Liability. In the event the Mortgagee (a) releases any part of the security described herein or any person liable for any indebtedness secured hereby; (b) grants one or more renewals, modifications or extensions of the Note for any period or periods of time; (c) takes other or additional security for the payment thereof; or (d) waives or fails to exercise any right granted herein or in the Note, said act or omission shall not release the Mortgagor, subsequent purchasers of the Mortgaged Premises or any part thereof, or makers, Guarantors or sureties of this Mortgage or of the Note, under any covenant of this Mortgage or of the Note or Loan Agreement, nor preclude the Mortgagee from exercising any rights, power or privilege herein granted or intended to be granted in the event of any default then made or any subsequent default.

26. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or when deposited in the mail, postage prepaid, or with Federal Express or a similar nationally known overnight delivery service, addressed as follows or to such address or other address as may be hereafter notified by the respective parties hereto:

Mortgagor: Cocheco Falls Associates L.P.
 P.O. Box 178
 South Berwick, ME 03908
 Attn: John Webster

With a copy to: Cleveland, Waters and Bass, P.A.
 Two Capital Plaza, 5th Floor
 P.O. Box 1137
 Concord, NH 03302-1137
 Attn: Timothy E. Britain, Esq.

Mortgagee: Juhl Clean Energy Assets, Inc.
470 West 78th Street, Suite 250
Chanhassen, MN 55317
Attn: John Brand

With a copy to: Godfrey & Kahn, S.C.
833 East Michigan Street, Suite 1800
Milwaukee, WI 53202
Attn: Danny Tang

27. Governing Law. This Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of the State of New Hampshire.

28. Covenants Run with the Land. All the covenants hereof shall run with the land.

29. Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage.

30. Binding on Successors and Assigns. This Mortgage and all the provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, including but not limited to its successors and assigns, heirs, administrators or executors, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

31. Captions. The captions of various Sections of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions thereof.

32. Amendments. This Mortgage may not be amended or altered in any manner other than by a writing signed by the party sought to be charged or bound thereby.

33. Subrogation. As additional security for the Note and all other sums secured hereby, Mortgagee shall be and is hereby subrogated to the lien of any mortgage, encumbrance or other lien, whether or not released of record, paid or discharged, in whole or in part, by the proceeds of the Note.

34. Recording and Filing Fees. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating hereto or to any security agreement securing the Note, to be recorded, filed, re-recorded and refiled in such manner and in such places as the Mortgagee shall request, and will pay all recording, filing, re-recording and re-filing taxes, fees and other charges, duties, imposts or assessments relating in any way whatsoever thereto.

35. Mortgagee's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby.

36. Invalidity. Nothing contained herein nor any transaction related hereto shall be construed or shall so operate either presently or prospectively to require Mortgagor to make any payment or do any act contrary to law; but if any clause or provision contained herein shall otherwise operate to invalidate this Mortgage, in whole or in part, then such clause(s) or provision(s) only shall be held for naught as though not contained herein and the remainder of this Mortgage shall remain operative and in full force and effect.

37. Business Purposes. Mortgagor covenants and agrees that the indebtedness secured by this Mortgage, and the proceeds of such indebtedness, are for business purposes only.

38. Mortgagor's Receipt. Mortgagor hereby acknowledges receipt of a true and correct copy of this instrument.

39. Books and Records to be Kept by Mortgagor. Mortgagor will keep accurate books and records in accordance with generally accepted accounting practices consistently applied in which full, true and correct entries shall be promptly made as to all operations on or relative to the Mortgaged Premises, and will permit all such books or records to be inspected by the Mortgagee and/or its duly authorized representatives at all times during reasonable business hours and if, and as often as, reasonably requested by the Mortgagee, Mortgagor will make reports of operations in such form as the Mortgagee prescribes, setting out full data as to the net revenues of the Mortgaged Premises.

40. Leasehold Mortgage. While this Mortgage is in effect, Mortgagor covenants:

40.1. The Lease shall not be terminated, modified, amended, supplemented or surrendered in any manner without the prior written consent of Mortgagee.

40.2. So long this Mortgage is in effect, the fee title to the Mortgaged Premises and the leasehold estate created by the Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates either in the Mortgagor, or in a third party, by purchase or otherwise, unless Mortgagee shall consent to such merger.

40.3. Mortgagor shall promptly pay, when due and payable, the rents, any additional rents, taxes and all other sums and charges to be paid by Mortgagor under the Lease.

40.4. Mortgagor shall promptly perform and observe all of the terms, covenants, and conditions required to be performed and observed by Mortgagor under the Lease,

within the periods provided therein, and will do all things necessary to preserve and to keep unimpaired its rights under the Lease.

40.5. Mortgagor shall promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice from the other party under the Lease claiming any default by the Mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor to be performed or observed thereunder, and promptly cause a copy of each such notice received by Mortgagor under the Lease to be delivered to Mortgagee.

40.6. Mortgagor shall promptly furnish to the Mortgagee, upon demand, proof of payment of all items which are required to be paid by the Mortgagor pursuant to the Lease.

40.7. Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under the Lease or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure any such default and preserve the interest of the Mortgagee in the Mortgaged Premises.

40.8. Anything herein contained notwithstanding, while this Mortgage remains unsatisfied of record, if any default shall occur which, pursuant to any provision of the Lease entitles either party to said lease to terminate said lease, then before such party takes any action of any nature to terminate said Lease, Mortgagee shall be given written notice of such parties desire to terminate the lease and shall give Mortgagee a one hundred eighty (180) day period to cure such default. Mortgagee shall not be obligated to cure any such default.

40.9. Mortgagor agrees that the name of the Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried under the terms of the Lease.

41. Effect of Termination of Lease. Notwithstanding anything to the contrary set forth herein, Mortgagee acknowledges that (i) this Mortgage encumbers only the leasehold interest of Mortgagor arising under the Lease and does not encumber the fee simple interest of Lessor in the Real Estate, and (ii) in the event the Lease is terminated or expires, Mortgagee agrees, promptly after receipt of written notice of such termination, to execute and deliver a release of this Mortgage for purposes of clearing title to the Real Estate.

[SIGNATURE ON NEXT PAGE FOLLOWING]

IN WITNESS WHEREOF, this Mortgage has been executed as of the day, month and year first above written.

COCHECO FALLS ASSOCIATES L.P.

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____ 2022, personally came before me _____
to me known to be the _____ of Cochecho Falls Associates L.P., and the person
who executed the foregoing instrument on behalf of said entity and acknowledged the same.

[Notarial Seal]

Print Name: _____
Notary Public, State of _____
My Commission: _____

CONSENT OF LESSOR

By execution of this Consent of Lessor, the City of Dover, New Hampshire, a municipality within the State of New Hampshire, (i) consents to the foregoing Mortgage, as such consent is required under the terms and provisions of the Lease, and (ii) agrees to not unreasonably withhold, condition or delay its consent with respect to Sections 16, 20, and 21 of the foregoing Mortgage. By providing this written consent, the City of Dover is in no way amending or modifying the Lease, the “Premises” defined in the Lease, or the parties’ respective rights and obligations as stated in the Lease. In no event shall the foregoing Mortgage be deemed to in any way encumber the fee interest of the City of Dover in the “Premises” described in the Lease.

Written consent of the City of Dover was authorized by vote of the Dover City Council on _____.

CITY OF DOVER, NEW HAMPSHIRE

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

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____ 2022, personally came before me J. Michael Joyal, Jr. to me known to be the City Manager of the City of Dover, New Hampshire, and the person who executed the foregoing instrument on behalf of said municipality and acknowledged the same.

[Notarial Seal]

Print Name: _____
Notary Public, State of _____
My Commission: _____

This instrument was drafted by _____
and after recording should be
returned to: _____

Danny S. Tang
Godfrey & Kahn, S.C.
833 East Michigan St., Suite 1800
Milwaukee, WI 53202

[Consent of Lessor]

EXHIBIT A
Dover, Strafford County, New Hampshire

1. A leasehold interest in all real property, property rights, easements and privileges, as set forth or otherwise described by reference, in the Lease Agreement between the City of Dover and Southern New Hampshire Hydro-Electric Development Corp. dated April 1, 1983 and recorded in the Strafford County Registry of Deeds at Book 1097, Page 25, as assigned to Cocheco Falls Associates by Agreement dated December 30, 1983, and recorded in the Strafford County Registry of Deeds at Book 1123, Page 463, and as amended by First Amendment to Lease Agreement dated September 25, 2019, and recorded in the Strafford County Registry of Deeds at Book 5003, Page 611 (the “First Amendment”; all of the foregoing sometime herein referred to collectively as the “Lease”), including without limitation, the following:

- a. Premises. The entire real property at the Cocheco Falls Dam, in Dover, New Hampshire, and all the pertinent rights thereto, as set forth in a deed from the State of New Hampshire, Water Resources Board, to the City of Dover, dated June 26, 1974 and recorded in Book 957, Page 162 (description attached on Schedule A-1), and depicted on Plan entitled Plan of Land at Pacific Mills Dam dated October 1942 and recorded as Pocket #2, Folder #18, Plan #16 of the Strafford County Registry of Deeds (“the 1942 Plan”), except as amended below, with such amendments being shown on the sketches referenced on Exhibit A attached to the First Amendment (the “Sketches”), and which Sketches are on file at the City of Dover Clerk’s Office), together with: (i) the water rights at the Cocheco Falls Dam and all other rights and easements necessary or convenient to carry out the purposes set forth in this Lease Agreement; (ii) any civil works, structures, and improvements thereon which are necessary or convenient for the production of electricity; and (iii) the Facility as defined below.

A portion of the River Wall (as depicted on the 1942 Plan) located to the south of the fish ladder owned by the State of New Hampshire (the “Fish Ladder”) was replaced by a new, curved retaining wall in 2019, in the area shown on the photograph referenced on Exhibit B attached to the First Amendment (on file at the City of Dover Clerk’s Office) and labeled “The Wall” on said photograph (hereinafter the “New Wall”). The new boundary of the southerly and easterly lines of the Premises on the southerly side of the Cocheco River is marked by a line in blue ink on Sketch No. 2 referenced on Exhibit A that begins and runs in the same location as a chain link fence noted on that certain plan prepared by Civil Consultants dated August 2, 1984 entitled “Pacific Mills Trust” approved by the City of Dover Planning Board on August 14, 1984, recorded in the Strafford County Registry of Deeds on August 15, 1984 as Plan No. 24A-76 (hereinafter “the 1984 Plan”), which chain link fence line runs along and approximately parallel to the boundary line running South 82 degrees, 33 minutes, 12 seconds

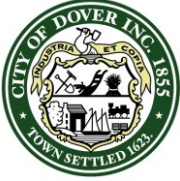
East from the existing southwest corner of the Premises (marked by a wrought iron fence post on both the 1984 Plan and the 1942 Plan), thence running along the aforesaid chain link fence line shown on the 1984 Plan a distance of approximately seventy-four (74) feet to a point, such point being approximately ten (10) feet west of an iron pipe noted on both the 1984 Plan and the 1942 Plan; thence turning and running northerly along a line marked by the aforesaid chain link fence line shown on the 1984 Plan a distance of approximately forty (40) feet to the gate for the stairway of the Fish Ladder; thence turning and running easterly along the riverside (i.e., northerly) bottom edge of the of the New Wall, which runs along the most-northerly side of the park commonly known as "Fish Ladder Park" (the "Park"), to the existing easterly line of the Premises. For the avoidance of doubt, the Premises specifically excludes the New Wall and that portion of the Park adjacent to and southerly of the New Wall.

- b. Facility. All structures adapted to the production of hydroelectric power located on the Premises, including the spillway, intake structure, flashboards, abutments, and all existing features. The term Facility includes the civil works as constructed or under the terms of the Lease. Where appropriate Facility is referred to as Facilities.
 - c. Project. The re-activation of the hydroelectric power generating Facilities.
2. Also conveying all Mill privileges, water power, water rights, riparian rights, and flowage rights. Subject, however, to such rights as Mortgagor or its assigns may have as a beneficiary of heating contracts with the City of Dover dependent in part on the City of Dover drawing water from the Cocheco River to operate heating equipment in the boiler house near the corner of Washington Avenue and Main street.

EXHIBIT B

Permitted Encumbrances

- 1. [Note to Draft: To be populated upon completion of due diligence.]**



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2022.07.13 – 154**
Resolution Re: Standard Dredge and Fill Wetlands Permit Application
Cocheco Waterfront

- WHEREAS: As part of the redevelopment process for the City owned waterfront parcel at 31 River Street, a New Hampshire Department of Environmental Services (NHDES) Wetlands Permit was applied for in October of 2019. On June 16, 2022, NHDES issued a letter to the City approving the permit subject to a 30-day appeal period and approval by the Governor and Executive Council; and
- WHEREAS: Condition three of the permit indicates the permit is not valid until a one-time payment to the New Hampshire Department of Environmental Services in the amount of \$158,586.75 to the Department of Environmental Services Aquatic Resource Mitigation Fund; and
- WHEREAS: The check for the permit is required to be submitted in the amount of \$158,586.72 thereby exceeding the twenty-five-thousand-dollar threshold requiring council approval.

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 the State of New Hampshire Department of Environmental Services in the amount not to exceed \$158,586.72. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing			
Account	Description	Appropriation	Balance
4017.1.180.41910.4715.02513.17	Cocheco Riverfront	40,542	13,324
4023.1.180.41910.4715.02513.23	Cocheco Riverfront	8,400,000	8,400,000

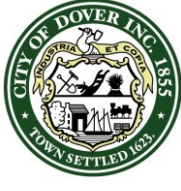
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.1. Resolution Number: R – 2022.07.13 – 154 Resolution Re: Standard Dredge and Fill Wetlands Permit Application Cocheco Waterfront
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DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor 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:

As part of the redevelopment process for the City owned waterfront parcel at 31 River Street, a New Hampshire Department of Environmental Services (NHDES) Wetlands Permit was applied for in October of 2019. On June 16, 2022, NHDES issued a letter to the City approving the permit subject to a 30-day appeal period and approval by the Governor and Executive Council. Condition #3 of the permit states:

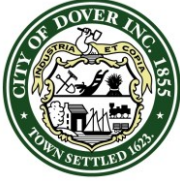
“This approval is not valid until NHDES receives a one-time payment of \$158,586.72 to the DES Aquatic Resource Mitigation (ARM) Fund. The applicant shall remit payment to NHDES. If NHDES does not receive payment within 120 days of the date of this approval letter, NHDES will deny the application.”

Per RSA 482-A, 28-34, mitigation is required for impacts to wetlands, river banks and tidal buffer zones. For this permit, compensatory mitigation is proposed as a combination of on-site permittee-responsible mitigation and a one-time payment of \$158,586.72 into the Aquatic Resource Mitigation (ARM) Fund within the Salmon Falls / Piscataqua Rivers Watershed account.

Award Information:

A purchase order will be issued to State of NH Department of Environmental Services to authorize expenditures as outlined in this resolution.

Document Created by: Purchasing	R-2022.07.13 Standard Dredge and Fill Wetlands Permit Application
Document Posted on: July 7, 2022	Cocheco Waterfront.docx
	Page 2 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.07.13 – 155**
Resolution Re: B11001 Wright-Pierce Engineering Services for the WWTF
Secondary Clarifier No. 3

WHEREAS: A sealed (RFQ) Request for Qualifications #B11001 was issued and received for Professional Engineering Services for the Waste Water Treatment Facilities (WWTF) Plan on August 23, 2010 and Wright Pierce was awarded via council resolution [R-2011.02.09-015](#); and

WHEREAS: In 2012, Wright-Pierce was awarded the design of equipment upgrades and plant processes via council resolution [R-2012.07.25-96](#), as well as several subsequent additional scopes of work using available funds throughout the years; and

WHEREAS: The City's participation in the (CWSRF) Clean Water State Revolving Fund for the WWTF Secondary Clarifier No. 3 project provides an opportunity for up to \$210,000 in loan principal forgiveness and an ARPA grant in the amount of \$900,000 for a total of \$1,110,000 in financial assistance and was approved via City Council resolution [R-2022.01.12-016](#); and

WHEREAS: The scope of work for engineering services for the WWTF Secondary Clarifier No. 3 was received in the amount of \$299,900.00, and was submitted to (NHDES) June 30, 2022. Once approved by the Governor and Executive Council, expected in July, work can commence.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Wright-Pierce of Portsmouth, NH for engineering services for the WWTF Secondary Clarifier No. 3 in the amount not to exceed \$299,900.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
5320.1.300.43256.4757.04563.23	WWTF Secondary Clarifier No. 3	3,000,000.00	3,000,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.07.13 – 155**
Resolution Re: B11001 Wright-Pierce Engineering Services for the WWTF
Secondary Clarifier No. 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 – 2022.07.13 – 155**
Resolution Re: B11001 Wright-Pierce Engineering Services for the WWTF
Secondary Clarifier No. 3

RESOLUTION BACKGROUND MATERIAL:

Wright-Pierce Engineers completed a Comprehensive Wastewater Treatment Facilities Plan for the City in March 2012. The plan was necessary because the Wastewater Facility went on line in June of 1991, and although the facility has been maintained extremely well, many of the operating components of the facility needed an upgrade. In 2012, as a result of the sealed (RFQ) Request for Qualification, the City selected Wright Pierce Engineers as the vendor deemed most qualified for the Wastewater Facilities Plan.

The city received the proposal for engineering services in the amount of \$299,900 which has been reviewed by NHDES. Scope of work includes Plans, Specifications and contract documents as well as subsurface investigations and field surveys.

Bid Information:

A sealed (RFQ) Request for Qualifications #B11001 was issued and received for Professional Engineering Services for the Waste Water Treatment Facilities Plan on August 23, 2010 at 2:00 PM.

Award Information:

A purchase order will be issued to Wright-Pierce to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	117	Number of Responses:	8
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	As needed
Recommended Award to:	Wright-Pierce	Fund:	CIP
Other Approvals Required:	DES	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.

[B11001 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2022.07.13 – 156**
Resolution Re: Authorization to Accept and Expend the New Hampshire Department of Health and Human Services, Division for Behavioral Health on behalf of the Governor's Commission on Alcohol and other Drugs Grant

WHEREAS: The City has received notice from the New Hampshire Department of Health and Human Services, Division for Behavioral Health on behalf of the Governor's Commission on Alcohol and other Drugs Grant an award of \$40,000 of grant funds for the fiscal year 2023 contingent upon Governor and Council approval. The original grant was approved by Governor and Council and awarded in 2021 for \$55,564 and amended for same in 2022 of an additional amount of \$55,564. This additional \$40,000 will make new contract total of \$151,128.00; and

WHEREAS: The grant application also requests an additional timeline extension until June 30, 2023 for the purpose of continued community support to reduce and prevent substance misuse among children and youth. The Contractor will support operations for existing community-based prevention coalitions adhering to best practice standards and continue using the prevention planning model called the Strategic Prevention Framework (SPF) to implement and expand evidence based and promising practice and policies in Strafford County; 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 grant funds allocated to the City of Dover NH DHHS, Division for Behavioral Health on behalf of the Governor's Commission on Alcohol and other Drugs Grant, 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 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
2245.1.210.42125.xxxx.02385	NH Department of Health & Human Serv	40,000.00	40,000.00

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#: 13.B.3.

Resolution Number: **R – 2022.07.13 – 156**
Resolution Re: Authorization to Accept and Expend the New Hampshire Department of Health and Human Services, Division for Behavioral Health on behalf of the Governor's Commission on Alcohol and other Drugs Grant

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.3.

Resolution Number: **R – 2022.07.13 – 156**
Resolution Re: Authorization to Accept and Expend the New Hampshire Department of Health and Human Services, Division for Behavioral Health on behalf of the Governor's Commission on Alcohol and other Drugs Grant

RESOLUTION BACKGROUND MATERIAL:

New Hampshire Department of Health and Human Services, Division for Behavioral Health on behalf of the Governor's Commission on Alcohol and other Drugs created a Coalition Support Services grant program in 2021. The grant program is designed to support community coalitions who have completed 10 years under the federal Drug Free Communities Support Program. The Dover Coalition for Youth, under the fiscal management of the Dover Police Department, applied for the state grant in 2021 and was awarded a one year grant with the possibility of renewals.

Since the initial award in 2021, the Coalition has maintained its efforts to provide coordinated substance misuse prevention efforts in Dover. The City has collaborated with the NH Bureau of Drug and Alcohol Services (BDAS) and other state funded organizations such as the Strafford County Public Health Network to reduce youth substance use. The Dover Coalition for Youth has collected data through the Youth Risk Behavior Survey (YRBS), hosted community trainings, and implemented prevention campaigns.

In 2022 the state renewed their contract with Dover to continue these efforts.

This grant is now being renewed for a third year with the same goals. With this funding, the Dover Coalition for Youth will coordinate prevention efforts to reduce and prevent the use of Electronic Nicotine Delivery Systems (ENDS) products by youth. The Dover Coalition for Youth will follow the Strategic Prevention Framework (SPF) strategy by increasing capacity-building efforts through working with multiple sectors within their community to raise specific awareness of the increased use of ENDS products, updating curriculum and substance misuse disciplinary policies targeted at reducing and preventing the use of ENDS devices in schools; and engaging ENDS products retailers to change marketing practices that target adolescents.

The grant was initially intended to be \$40,000 per year but due to a delay in funding, the initial award ended up being \$55,564 which was a blend of two years of funding. The state had enough funding in the second year to level fund the second round of funding. This award is for the original amount of \$40,000 due to financial constraints on the part of the funder.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2022.07.13 – 157**
Resolution Re: Authorization to Accept and Expend the New Hampshire Department of Transportation -Office of Highway Safety Equipment Grant

WHEREAS: The City has received notice from the US Department of Transportation through the New Hampshire Office of Highway Safety of an award of \$19,439.00 and additional \$13,526.00 of grant funds for electronic equipment for use in the field; and

WHEREAS: The original grant was awarded for \$19,439.00 for funding of staff overtime making total grant amount of \$32,965.00. The grant also requires a soft match of 25% which will be accounted for in the police operating budget; and

WHEREAS: In adhering to the requirements established by the NH Department of Transportation and per NH RSA 31:95-b and RSA 21-P:43, authorization by the City Council to apply for, accept, and expend the grant 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 grant funds allocated to the City of Dover, 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 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
2240.1.210.42120.xxxx.02361	NHDOT Highway Safety Grant	32,965.00	32,965.00

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

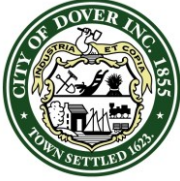
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2022.07.13 – 157**
Resolution Re: Authorization to Accept and Expend the New Hampshire
Department of Transportation -Office of Highway Safety
Equipment Grant

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.4.

Resolution Number: **R – 2022.07.13 – 157**
Resolution Re: Authorization to Accept and Expend the New Hampshire
Department of Transportation -Office of Highway Safety
Equipment Grant

RESOLUTION BACKGROUND MATERIAL:

For many years, the Dover Police Department has applied for and received funding from the NH Office of Highway Safety in the form of grant funding. The vast majority of these grants are for targeted enforcement of specific motor vehicle violations such as speeding, traffic signal violations, DWI, distracted driving, etc. In the fall of 2021, the department was awarded \$19,439.00 for overtime costs for these traffic enforcement patrols.

In the spring of 2022, the department was made aware of another grant opportunity through the office of highway safety. This grant was specific to the purchase of printers and bar code scanners for the department's police cruisers. This equipment will be integrated into the new records management system and will allow for faster data entry into the system via the bar code scanner. The printers will allow the officers to type, print and issue traffic summonses, currently handwritten, to motorists. Finally, the officers will now also be able to issue clearly typed and printed accident information sheets to drivers involved in traffic accidents which are also currently hand written.

The purchase and integration of this equipment will provide for time savings and efficiencies as well as better service to the public because the documents they will receive will be of higher quality. Officers will no longer need to handwrite citations, saving time and improving safety by reducing time spent roadside for both the officer and motorist. Electronic citations will also reduce human error and be transmitted electronically directly to the State of NH Department of Motor Vehicles instead of being manually processed and filed by Records Bureau Staff. This project will increase department efficiency and improve safety in the field.