



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 28, 2017**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
 - A. APPROVAL OF SECOND AMENDMENT TO NOVEMBER 28, 2007 CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF DOVER, NEW HAMPSHIRE AND COMCAST OF MAINE/NEW HAMPSHIRE, INC.
SPONSORED BY MAYOR WESTON BY REQUEST**
 - B. APPROPRIATION OF ARENA CAPITAL RESERVE FUNDS FOR HOT WATER HEATER PURCHASE
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 8. CITIZEN'S FORUM**

*Citizens are invited to speak on any issue pertaining to the business of the City of Dover.
Statements shall be limited to five minutes.*
- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. June 7, 2017 – Workshop Session**
 - B. June 14, 2017 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**



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C. RESOLUTIONS

- 1. APPROVAL OF SECOND AMENDMENT TO NOVEMBER 28, 2007 CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF DOVER, NEW HAMPSHIRE AND COMCAST OF MAINE/NEW HAMPSHIRE, INC.**
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- 2. APPROPRIATION OF ARENA CAPITAL RESERVE FUNDS FOR HOT WATER HEATER PURCHASE**
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
SPONSORED BY MAYOR WESTON BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. ROAD TOLL – American Cancer Society Relay for Life, Rochester, NH**
- 2. DOG WARRANT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. B17056 DESIGN CONSULTANT FOR BRICK & FLORAL AVE AREA NEIGHBORHOOD RECONSTRUCTION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. B17065 BITUMINOUS CONCRETE ASPHALT PICKED UP**
SPONSORED BY MAYOR WESTON BY REQUEST
- 5. B17066 TREE REMOVAL SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. COCHECO AND BELLAMY RIVER SAMPLING & ANALYSIS WITH THE UNIVERSITY OF NEW HAMPSHIRE**
SPONSORED BY MAYOR WESTON BY REQUEST
- 7. EMERGENCY REPAIRS TO THE VARNEY BROOK PUMP STATION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. OPERATION AND MAINTENANCE OF TOLEND ROAD PUMP STATION AND SEWER FORCE MAIN**
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. TAX DEEDING FOR UNPAID TAX LIENS**
SPONSORED BY MAYOR WESTON BY REQUEST



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COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 11. Pool Advisory Committee |
| 2. Planning Board | 12. Recreation Advisory Board |
| 3. Appointments Committee | 13. Solid Waste Advisory Commission |
| 4. Arena Commission | 14. Transportation Advisory Commission |
| 5. Arts Commission | 15. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 6. Legislative Liaison | 16. Joint Building Committee – Garrison Elementary School |
| 7. Library Board of Trustees | 17. Dover Main Street |
| 8. McConnell Center Advisory Committee | 18. Dover's 400 th Anniversary Committee |
| 9. Ordinance Committee | |
| 10. Parking Commission | |

B. RESOLUTIONS

1. THE CITY OF DOVER, NH SUPPORTS THE GOALS OF THE PARIS CLIMATE AGREEMENT

SPONSORED BY COUNCILORS GREENSHIELDS AND GAGNON

2. MERIT PLAN AMENDMENT – PAY PLAN

SPONSORED BY MAYOR WESTON BY REQUEST

3. DIRECTOR OF COMMUNITY SERVICES EMPLOYMENT AGREEMENT

SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING

1. CHAPTER 131 – SECTION 7: PARK HOURS

(TO BE REFERRED TO A PUBLIC HEARING ON JULY 12, 2017)

SPONSORED BY MAYOR WESTON BY REQUEST

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT

City of Dover

City Manager's Report

June 28, 2017



Reporting on May, 2017

J. Michael Joyal, Jr.
City Manager

Introduction



Michael Joyal
City Manager

City of Dover's Municipal Leadership Team



Gary Bannon
Recreation Director



Daniel Barufaldi
DBIDA Director



Cathleen Beaudoin
Library Director



Anthony Blenkinsop
City Attorney



Anthony Colarusso
Police Chief



Susan Daudelin
Human Resources
Director



Annie Dove
Information
Technology Director



Eric Hagman
Fire & Rescue Chief



Daniel Lynch
Finance Director



Lena Nichols
Public Welfare
Director



Christopher Parker
Assistant City Manager -
Planning Director



Douglas Steele
Deputy City Manager -
Community Services Director

Report Highlights

Section 1:

Customer-Focused
Outcomes

Section 2:

Product & Process
Outcomes

Section 3:

Leadership & Governance
Outcomes

Section 4:

Financial & Benchmark
Outcomes

Section 5:

Workforce-Focused
Outcomes

Customer-Focused Outcomes

1

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

Common Abbreviations:

ACO = Animal Control Officer

MSRO = Middle School Resource Officer

HSRO = High School Resource Officer

DHARO = Dover Housing Authority Resource Officer

POP – Problem Oriented Policing

SIB – Special Investigations Bureau

★ Denotes new or improved services

📰 Denotes Great News!

The Community Service program continued to track nine active participants during the month of May 2017. A total of 13 community service hours were completed during the month. None of the participants finished his/her assigned hours.

The Diversion Committee met twice. As of the end of the month, there are a total of 2 active Diversion cases. Below is the breakdown:

- 2 cases already in active Diversion Contracts
- 3 successful completion and release
- 0 new cases heard during the month

The Speed Alert radar awareness trailer was deployed in several different locations during the month of May, including Piscataqua Road, Dover Point Road, Portland Avenue, Sixth Street, French Cross Road, and Spur Road.

Responsiveness & Measurables



SOS Recovery Center opened its doors in Dover on April 17th and held a grand opening ceremony on May 23rd. They are located at 4 Broadway and offer programming 6 days a week. Police Department staff is working with the center to support them and will be reassessing community access to recovery policies in the coming weeks based on this new resource.

Pictured above: Dover Chamber of Commerce Ribbon Cutting Ceremony during the SOS Recovery Community Organization's Grand Opening. Chief Colarusso, Vicki Hebert, and Captain Terlemezian were present

The Dover Teen Center calendar for May of 2017 consisted of educational and social programming for its youth participants. For the month, the Teen Center hosted a total of 684 participants on 22 days of programming, which yielded an average of just over 31 participants per day.

Some program highlights for the month included, but were not limited to the following:

- TC Snack Special - "Pancake Mania" (5/2)
- TC Arts In Action Events: "Art w/Jessica" Two Sessions (5/3 & 5/24)
- TC Special Event - "Intern Appreciation Night" @ Dover Bowl (5/10)
- TC Movie Afternoon - "Star Wars: Rogue One" (5/12)
- TC Snack Special - "Nacho Bar" (5/15)
- TC Sports Trip! - "Portland Sea Dogs Baseball Game" (5/17)
- TC Arts In Action Event: "TC Storytellers with Benny Bassett" (5/23)
- TC Sports Event - "Hoops Hot-Shot Challenge" (5/23)
- TC Academic Special - "Academic Challenge - Homework Club" (5/26)
- TC Movie & Music Special Event - "Dark Side of Oz" (5/31)



Left, Teen Center participants work on their homework with the assistance of one of the interns during a homework help session.



There were 7 new Teen Center registrations this month. *Right, Dover Teen Center participants and interns pose for a picture at Dover Bowl during the intern appreciation celebration.*

Dover Mounted Patrol handled:

63 public assists
22 parking assists
13 assists to community action/homeless

During the month of May, Officer Plummer along with members of the Community Response and Enforcement Unit, conducted an investigation into members of the community illegally trespassing on Dover Housing Authority Properties throughout the City. Many of the subjects involved in the investigation have either been previously arrested on Dover Housing Authority Property, or have been served with ban letters barring them from being on the properties. So far a total of eight arrest warrants have been generated with the subsequent arrests to take place during the month of June.

At their May meeting, the Parking Commission took no action to meter the downtown on Saturdays as the general consensus of the merchants was that free parking was more valuable than the spaces lost to downtown residents and employees at this point. Some merchants had asked for regulations to target the problem.

At their June meeting they will be discussing the needs of the Central Avenue/Kirkland Street area as the addition of Wing Itz and the new Stronghold barbershop/arcade has significantly increased the need for customer parking in the area.

Meter mounts are being installed in the Chestnut Street and indoor pool parking lot. The Chestnut Street lot will be metered in conjunction with the closing of the Third Street lot which should happen mid-June to early July.

The Parking Manager is closely monitoring the parking activity as the Central Avenue bridge construction continues. Comparing meter usage downtown during the first six weeks of the closure, transactions are actually up 3.5% compared the same six week period the year before and up 15% compared to the same six weeks in 2015.

Sgt. Speidel performed a total of 6 child passenger seat inspections during the month of May.

Inspections - Life Safety	57
Inspections - Business	16
Inspections - Sprinkler/Alarm	29
Inspections - Building	113
Inspections - Electrical	111
Inspections - Plumbing/Mechanical	139
Inspections - Blasting	00
Inspections - Health	50
Inspections - School / Daycare	9
Inspections - Oil Burner	00
Inspections - Woodstove/Fireplace	00
Permits Issued - Blasting	00
Permits Issued - Building	55
Permits Issued - Certificate of Occupancy	09
Total for December	579

As a side note, the above numbers do not capture the number of meetings, hours of plan review, and other activity that Inspections does each and every day!

Emergency Management Communications

Radio Transmissions
11,204

Phone Calls
7,571

911 calls received
325

Assisted people in the lobby
345

Police Alarms Received
99

Police Alarms Cancelled
prior to arrival
17

Sgt. Speidel worked with staff and volunteers from the Children's Museum of New Hampshire to coordinate the annual 5K Run/Walk event on May 6, the Moms on the Run 5K Run/Walk event on May 14, and the Spirit of Recovery run/walk on May 21. Sgt. Speidel handled the police department's operational planning for these events, to include the deployment of directional signs, barricades and cones to facilitate road closures, parking restrictions and traffic diversions, the scheduling and assignment of police personnel, and the coordination with event organizers on other logistical matters affecting traffic.

The Traffic Bureau helped coordinate or provided equipment to facilitate event parking, road closures, or other traffic control particulars for the following events during the month: *Dover Youth Softball opening day at Shaws Lane, May 6; American Cancer Society Relay for Life Road Toll fundraiser, May 7; Contract work for a sewer line tie-in at 45 Central Avenue, May 1-5*

On Friday, May 26, Dover officers participated in the Operation Safe Commute statewide coordinated enforcement initiative. The date was selected by the NH Office of Highway Safety. Extra traffic patrols were performed during peak commuting hours under the Dover Police Department "Sustained Traffic Enforcement Program" (STEP) grant which provides federal funding to reimburse the agency's personnel costs. Targeted violations included moving violations – including speeding - tending toward aggressive driving behavior or distracted driving.

Targeted locations on that date included French Cross Road, Tolend Road, Portland Avenue and the downtown area.

In May, Officer Matt Brown and K9 Barco participated in 20 hours of training. Also in May, Officer Matt Brown and K9 Barco assisted patrol officers by conducting tracks related to a commercial burglary.

The Dover Police Department performed 28.5 man-hours of targeted DWI saturation patrols on Friday and Saturday nights during the month of May, in addition to regular duty patrols. These patrols, scheduled and coordinated through the Traffic Bureau, are funded with a grant from the Office of Highway Safety which is effective through September 2017. Dover Police made a total of 8 DWI arrests during the month of May!

The Accident Reconstruction Team was called out once during the month of May for an investigation into a collision between a pedestrian and motor vehicle in the area of 909 Central Avenue. The collision resulted in serious injuries to the pedestrian.



Pictured left is a baby Crow who was found on the ground with an injury. The ACO transferred it to The Center for Wildlife.



Pictured right is a female lab named Ziti who had been missing from Rochester. A porcupine found Ziti before she was recovered by ACO Ladisheff. The quills have been removed and she is back with her owner and doing well.

Total of Animal Calls for Service: 80
 Police handled 35
 Dispatch handled 19
 Animal Control Officer handled 26

Breakdown for Officers	
Welfare Checks	09
Found Animals	11
Loose Animals	09
Dog Bite	03
Deceased Cats	02
Hit Deer	01
Breakdown for Dispatch	
Lost Animals	10
Loose Animals	06
Found Animals	02
Deceased Animal	01
Breakdown for ACO	
Welfare Check	11
Loose Animals	09
Found Animals	03
Dog Bites	01
Lost Cats	02

The ACO received 62 voicemail messages in which she returned those calls. She also followed up on ten reports originally handled by police officers.

During the month, the ACO has received multiple calls from citizens regarding all types of wildlife. Some callers think that seeing a fox out during the day means that the fox is rabid. Fox that are seen during the day are most likely hunting for food to feed their young. Some callers think that a baby bird found on the ground means that the bird is abandoned or injured. When a baby bird leaves the nest it cannot yet fly and the parents will continue to feed them on the ground. The ACO takes the time to give the callers advice and to educate them on the natural behavior of the animals.

The City Attorney conducted RSA 91-A training for the Dover Energy Commission.

*"Customers may forget
 what you said but they'll
 never forget how you
 made them feel."*

Unknown Author

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

PRIORITY 1: IMMEDIATE RESPONSE: Crimes "in progress"; injury accidents; alarms.
PRIORITY 2: RAPID RESPONSE: Crimes or incidents that are not "in-progress" but require quick response to preserve evidence, locate witnesses or provide for public safety; to include suspicious activity and domestic disturbances.
PRIORITY 3: TIMELY RESPONSE: Disturbances; noise violations; welfare checks; motor vehicle disturbances; minor collisions.
PRIORITY 4: AS OFFICERS BECOME AVAILABLE: Non-criminal related activity; crimes reported well after they have been committed; message delivery; tow request; littering; fingerprints; assistance; abandoned vehicles.
PRIORITY 5: MOTOR VEHICLE STOPS.

Priority 1: 164
Priority 2: 101
Priority 3: 495
Priority 4: 664
Priority 5: 1,149

The Dover Police Department responded to **80%** of emergency calls in less than 6 minutes.

During the month of May 2017, 24 registered sex offenders were processed by the Dover Police Department's Special Investigations Bureau (SIB). The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration, and can also include a change of address or other information that must be updated.

Customer-Focused Service: *We engage our customers, with a focus on listening to and supporting their needs, anticipating and delivering high quality services and ensuring their satisfaction.*

In May 2017, the following was investigation by the Special Investigations Bureau:

- SIB detectives and Crime Scene Unit officers investigated a collision between a vehicle and pedestrian on Central Avenue in Dover that left the pedestrian with serious injuries. At this time, no charges have been filed
- An incident in Dover where a male subject fled from police after a traffic stop. This investigation is on-going.
- Detectives investigated after a stolen vehicle was discovered in Dover. This investigation is on-going.
- Detectives investigated and arrested a Dover man for failing to register as a sex offender, a felony level charge.

On May 24, 2017, Detective Timothy Burt met with local high school students and taught them about crime scene investigations.

Also in May, SIB detectives assisted the Strafford County Drug Task Force with multiple investigations into illegal narcotics traffic in Dover.

SIB detectives investigated two untimely deaths in Dover. One of these deaths appears to be the result of opioid drug overdose.

During the month of May 2017, the Dover Police Department responded to 2,573 incidents throughout the city. Police officers made a total of 1,149 motor vehicle stops during which they issued a warning or a summons.

During the month of May, administrative staff fielded 35 service calls requesting pothole repairs. Crews repaired 215 potholes and applied 30.61 tons of asphalt on various areas throughout the city.

May was a normal or average month for Fire and Rescue with 438 calls for service which is approximately 15 responses per day helping citizens. 8 of the calls for service were for fires, 270 were for medical emergencies, 13 were for other hazardous situations requiring emergent intervention (natural gas leak for example), 71 were either false or good intent in nature, with the remaining 76 being for non-emergent requests. Of the emergencies, there were 105 times where simultaneous emergencies were occurring with 16 of those times where 3 or more emergencies were occurring at the same time. The busiest day in May for Fire & Rescue was May 17th with 29 requests for service while the slowest day of the month was May 2nd with only 7 calls for service.

Utility crews responded to a service leak at 117 Silver Street. The leak was located on the Lexington Street side of the property. This was a pinhole leak on the property owner's side, located next to the curb box. A letter was sent to the property owner.

Multiple hydrant repairs have been completed. During the annual Dead End hydrant flushing, issues were found with some of the hydrants. They have since been repaired.

A Truck Driver, a Maintenance Mechanic and a Heavy Equipment Operator reported to a sewer blockage on Knox Marsh Road. When a TV inspection had been completed, they found that a two inch, plastic, gas main had been installed directly through the sewer main. Staff is currently working with the New Hampshire Department of Transportation's Division 6 office to obtain a digging permit.

Crews have started to repair some of the mailboxes damaged during winter plowing operations. Several deceased animals were picked up along the roadways, as observed or reported throughout the month.

Gravel roads were graded on Old Garrison Road, Bay View Road, Boston Harbor Road and South Watson Road.

One Truck Driver and one Heavy Equipment Operator cleaned the catch basins on Old Stage Road and Birchwood Road. This work was done in preparation of the catch basin cleaning project, which will be starting in June.	Street crews assisted the railroad company in temporarily patching potholes within the train tracks. Crews cut out the bad spots and repaved the area while the railroad company repaired the train tracks.	May library circulation totaled 24,398. (13,225 adult; 8,454 children's, 1,994 audiobooks & eBooks downloaded, and 725 Hoopla media items downloaded).
Museum passes were borrowed 77 times from the library!	111 new library patrons registered; total active cardholders 16,551. 10 of these new patrons were non-resident Dover workers or students (now 257 in that category).	1,493 people attended 73 free programs at the library during May.

Street sweeping is ongoing. Roads slated for restriping are typically completed first, followed by the downtown area, then all remaining City streets. Crews will return to re-sweep any trouble spots as needed. Piles of debris collected during sweeping were cleaned up from the River Street lot and hauled to the dredge cell.

Drainage was restricted through a culvert on French Cross Road due to a beaver dam. The beaver dam was able to be constructed during the drought. It was not realized until heavy rains had occurred. Water was pumped from the east side of the road to the west side of the road to alleviate the flooding. A Heavy Equipment Operator and four Truck Drivers installed a trench box over the west side of the culvert. This was to allow crews to cut a release hole into the culvert beyond the blockage. Staff will continue to work on the blockage until it has been cleared.

The Facilities, Grounds and Cemeteries handled 8 service calls and 187 work orders in the month of May. In Pine Hill Cemetery, employees attended 2 full and 6 ash burials. Sixteen markers were set, four were reset and eight monument foundations were poured. Pine Hill Cemetery was cleaned of all old seasonal decorations and preparations were made for Memorial Day. The annual delivery of flower baskets to the cemetery took place and they were placed on the appropriate sites. The men worked some long hours amidst the rains and by Memorial Day weekend the Cemetery looked sharp. Many compliments were received regarding the appearance and care of Pine Hill.

The library executed 20 U.S. passports.	15,698 people visited the library during May, an average of 523 per day (open 30 days).
The circulation desks filled 1,387 patron hold requests.	Attendance at 73 May programs totaled 1,493: 29 story times 423; 1 craft session 106; 8 movies 57; 4 Lego Saturdays 62; 2 Langdon Place visits 9; Game Night 8; 4 Music with benji 280; 1 Technology class 4; 2 Book groups 17; Friends program 53; Teen advisory board 1; Piano take-apart 60; Evening of Poetry 80; Tea Party 40; Head Start visit 46; Paws to Read 5; 2 DALC tours 6; Rotary presentation 30; Coloring book author 12; Essential Oils 13; Knitting group 10; Autism talk 25; author talk Kristie Borst 14; 2 Escape Room programs 12; 3 Dover history talks 90; Woodman Museum outreach event 25.
33 new patrons registered for downloadable audiobooks/ eBooks (total = 4,574) and 17 registered for Hoopla (total = 890).	
Internet and PC uses by the public totaled 1,365 on library workstations, plus 3,687 via Wi-Fi, plus 86 Chromebook loans. Early Literacy Station was used 336 times by children. Average Internet use per day was 168.	
150 meetings & tutoring sessions were hosted in the library's Lecture Hall, Trustees Room, & Learning Center.	

Total Permits Issued: May 2017

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
16-179	WHITE MOUNTAIN SUBWAYS,	45	CENTRAL AVENUE	CHANGE OF USE TO A SUB SHOP	C	17	76E1	175000	1775
16-570	THE HOUSING PARTNERSHIP	577	CENTRAL AVENUE	CONST. A 4 STORY MIXED USED BLDG.,	C	27	23415	7388932	73890
17-054	CLARK	304	DURHAM ROAD	ALTER. FOR BUSINESS/CHANGE OF USE	C	I	123	35000	375
17-068	CITY OF DOVER	288	CENTRAL AVENUE	INT. DEMO. OF 1ST FLR. CUSTMR SRVC	C	02	01	68500	0
17-091	WENTWORTH DOUGLASS HOS	789	CENTRAL AVENUE	INT. RENOVATIONS FOR SCC INFUSION	C	37	1	3575000	35775
17-105	GREEK ORTHODOX CHURCH	35	FINCH LANE	ADD/RPLCE 3 ANTNNs & 3 RRU'S TO EX	C	M	13-A	20000	225
17-106	CITY OF DOVER	288	CENTRAL AVENUE	RPLCE GLASS CURTAIN WALLS & ROOF	C	2	10	166000	0
17-108	BILL DUBE FORD TOYOTA	40	DOVER POINT ROAD	CONST. A FREE STNDNG MEZZANINE	C	K	25B	29000	315
17-141	STRAFFORD COUNTY	285	COUNTY FARM ROAD	CONST. A 20' X 12' GAZEBO	C	B	20	33750	365
17-157	MARC SAUNDERS	54	BROADWAY	FIT-UP SPACE FOR RECORDING STUDIO	C	27	65	10000	125
17-172	BILL DUBE FORD	40	DOVER POINT ROAD	DEMO. EXISTING CAR DEALERSHIP	C	K	25B19	59950	50
17-180	TRIANGLE CLUB	100	LIBERTY WAY	ERECT A TEMPORATY TENT	C	E	24	1200	35
17-161	GREEN TECHNICAL SERVICES	106	CROSBY ROAD	PERFORM EXT. & INT. ALTERATIONS	I	G	I-J	29450	325
17-109	CITY OF DOVER	6	HENRY LAW AVENUE	ERECT 2 TEMP. TENTS	M	23	15	2234	50
107-087	FOLGER & ADAMS BUILDING	46	TOFTREE LANE	FINISH BSMNT FOR ADD. LIVING AREA,	R	M	162	44500	470
16-359	HART	51	MOUNT VERNON STREET	CONST. A DECK	R	3	145	4000	65
16-364	WESSON	407	DOVER POINT ROAD	CONST. A 2 CAR ATT. GRGE, W/ADU AB	R	8	3	165000	1675
16-424	N.R.P. REALTY TRUST	130	BROADWAY	CNVRT SFD TO 2-FMLY/CNST 3 CAR AT	R	31	273	115000	1175
16-469	HAFFNER	45	BOSTON HARBOR ROAD	DEMO OF A SINGLE FAMILY DWELLING	R	7	17-A	12700	50
17-069	BOWERS	57	MAPLE STREET	DEMOLISH A SFD	R	30	22	50	50
17-079	SHINGLETON	93	HENRY LAW AVENUE	UNIT 6, RENO. TO REPAIR WATER DAM	R	2	13-6	13600	165
17-081	DUFY	536	MIDDLE ROAD	INSTALL A PIER, RAMP AND FLOAT	R	M	56	67700	702

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
17-101	HERON BAY PARTNERS	52-54	CIELO DRIVE	CONST. A TWO FAMILY DWELLING W/A	R	H	44-46	348000	3505
17-102	HERON BAY PARTNERS	56-58	CIELO DRIVE	CONST. A 2 FMLY DWLLNG W/ATT. GAR	R	H	44-46	348000	3505
17-110	AMERICAD LLC	6	CONSTITUTION WAY	INSTALL NEW MANUFACTURED HOME	R	K	2103	60000	625
17-119	INDIAN RIDGE AT DOVER, LL	215	EMERALD LANE	FINISH BASEMENT OF A SFD	R	F	15-1	16000	185
17-123	MEROFF	132	GROVE STREET	CONST. A REAR DORMER FOR NEW BA	R	29	71-A	37650	405
17-124	DOVER POINT COOPERATIVE	61	POLLY ANN TRAILER PARK	INSTALL A MANUFACTURED HOME	R	M	61	66105	685
17-125	DOVER POINT COOPERATIVE	74	POLLY ANN TRAILER PARK	INSTALL A MANUFACTURED HOME	R	M	74	69900	725
17-126	CORNGIN	52	PICARD LANE	CONST. A FRONT DORMER IN GARAGE	R	A	19-12	17000	195
17-127	BERK	64	GRANDVIEW DRIVE	INSTALL AN INGROUND SWIMMING PO	R	F	43-20	40000	425
17-128	RIDGESTONE BUILDERS & DE	28	RED BARN DRIVE	CONST. A SFD W/2 CAR GARGE & UNFN	R	I	6C6	230000	2325
17-132	CUMMINGS	47	GLENWOOD AVENUE	INT. RENOVATIONS	R	D	33O	5050	75
17-134	ottOTT	22	MIDDLEBROOK ROAD	INSTALL ROOF MOUNTED SOLAR PANE	R	K	18	13000	155
17-135	CULCASI	37	EMERALD LANE	CONST. A DECK ADDITION	R	F	22A1	6000	85
17-137	LAHUE	89	LITTLEWORTH ROAD	FINISH BASEMENT	R	F	31	10000	125
17-139	MCGANN	14	BRISTOL LANE	RENO. A BATHROOM	R	L	27A3	18500	215
17-142	OLSEN-HAYWARD	2	MULLIGAN DRIVE	INSTALL A ROOF MNTED SOLAR PANEL	R	21	26-48	39444	420
17-144	COTE	11	NELSON STREET	REPLACE FRONT STEPS	R	9	74	500	35
17-145	TRICONI	28	QUAIL DRIVE	CONST. A REAR FOUR SEASON ADDITIO	R	A	49-11	40000	425
17-146	JEANETTE GASTAPO, LLC	819	CENTRAL AVENUE	DEMO. A SFD	R	37	9	24000	50
17-148	JEANETTE GASTAPO, LLC	3	RIDGE STREET	DEMO. A SFD	R	37	12	13000	50
17-149	NESWALD	8	HAM STREET	INSTALL A ROOFTOP SOLAR PANEL PV	R	27	129	14729	172
17-149	JEANETTE GESTAPO, LLC	817	CENTRAL AVENUE	DEMO A SFD	R	37	8	130000	50
17-150	WEAVER	20	CORNERSTONE DRIVE	INSTALL A ROOF TOP SOLAR PANEL PV	R	B	1845	5000	75
17-152	REHAN	10	PENNY LANE	CONST. A GROUND LEVEL DECK	R	21	26-6	5300	75
17-159	HAAS	401	OLD GARRISON ROAD	CONST. A REAR DECK	R	J	1911	5000	76

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
17-171	GLASS	3	OLD STAGE ROAD	ADD. ONTO EXSTNG REAR DECK	R	F	60	9500	120
17-178	WALCEK	15	GRADYS LANE	PERFORM INT. RENO. TO A MASTER & F R	I	I	52E	33926	365
17-181	KEEFE	14	KELLEY DRIVE	INSTALL AN ABOVE GROUND SWIMMIN R	I	I	120	5000	75
17-183	MENOUNOS	720	CENTRAL AVENUE	CONST. A DETACHED 2 CAR GARAGE	R	29	12-0	13350	155
17-187	GADBOIS	24	CEDARBROOK DRIVE	REPAIR TWO WALLS OF EXISTING GAR	R	32	51	5050	75
17-190	CHAPPEL	277	MIDDLE ROAD	ERECT A TEMPORARY 30' X 60' TENT	R	M	102	1000	35
17-194	SKEVINGTON	14	ROSANNA DRIVE	FINISH PORTION OF BASEMENT AFTER	R	I	304	14000	165
17-195	SUYDAM	11	CHERRYWOOD DRIVE	INSTALL AN INGROUND SWIMMING PO	R	B	4-69	29820	325

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

Total Construction Value: \$13,690,390.00

Total Fees Collected: \$133,635.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	3	Change of Use	2
Commercial Renovations	12	Commercial	1
Convert 1 to 2 Fmly Dwlg	1	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	2	Two Family Dwelling	0
Multi-Family Dwelling Units	0	Industrial	0
Industrial	0	Renovations	1
Industrial Renovations	0	Manufactured Dwlg	1
Manufactured Dwelling	3	Multi-Family Dwelling Units	0
Single Family Dwelling	3	Single Family Dwellings	4
Renovations Dwelling Unit	27	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	5		
Accessory Dwelling Unit	1		
		Total	9

NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	L0T	EXPIRATION DATE	SCHOOL	Students**
Mixed Use														
Changing Places/Robbins	Mechanic Street	C	15	0	15		4/25/2017		P17-11	24	98		H	0.45
Carnegie Hill	Third Street	A	20	0	20		4/25/2017		P17-02	6	54A		H	0.6
Third/Grove	Grove Street	A	30	0	30	6/13/2017	3/28/2017	Site	P16-31	31	14	6/13/2022	H	0.9
Old Courthouse	First Street	A	10	0	10		6/14/2016	Site	P16-15	6	20		H	0.3
Bradley Commons	Central Ave	A	47	0	47	2/10/2015	9/23/2014	Site	P14-34	27	2/3	2/10/2020	H	1.41
Total: Mixed Use			122	0	122									3.66
Multi-Family:														
Clay Hill	Henry Law Avenue	C	10	0	10	12/4/2015	7/28/2015	Site	P15-17	22	3	12/4/2021	W	1.1
Lilac Gardens	Lilac Ln	A	120	72	48	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			130	72	58									13.2
Subdivisions:														
Sophie Lane, LLC	County Farm Road	H	3	0	3		5/9/2017		P17-32	E	32-B		H	1.5
Ayer	Eagan Drive	H	17	0	17		4/11/2017		P16-25	N	18		G	8.5
Copley	Pear Drive	H	7	3	4	8/16/2016	6/14/2016	9/1/2016	P16-13	C	2	8/16/2021	H	3.5
The Preserve	Isabella Drive	H	13	0	13	6/21/2016	12/14/2015	8/30/2016	P15-16	H	14	6/21/2021	W	6.5
Indian Ridge	Emerald Ln	H	49	18	31	8/25/2015	6/23/2015	12/4/2015	P14-58	F	15	8/25/2020	W	24.5
Bellamy Ridge	Red Barn Dr	H	7	3	4	10/13/2015	8/25/2015	10/15/2015	P15-05	I	6-C	10/13/2020	G	3.5
Foster's Way	Fosters Dr	H	5	2	3	9/17/2014	12/17/2013	9/17/2014	P13-49	L	89-1	9/17/2019	G	2.5
Child's Subdivision	Childs Dr	H	19	17	2	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	9.5
Arch St	Fresian Drive	H	11	2	9	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	5.5
Labrador Woods	Labrador Dr	H	9	8	1	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	4.5
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	5
Harbor Hills	Shore Rd	H	16	12	4	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	8
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	5	4	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	H	4.5
Picnic Rock	Back River Rd	H	21	8	13	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	10.5
Schooner Landing	Schooner Dr	H	10	9	1	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	5
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	62	10	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	36
StoneCroft	Carriage Hill Ln	H	11	9	2	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	5.5
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	27	5	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	16
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	2
Cornerstone Crossing III	Conerstone Dr	H	18	17	1	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	9
Total: Single Family			340	213	127									170
Elderly:														
Pointe Place	Pointe Place	A	136	116	20	8/26/2016	3/22/2016	Site	P16-05	K	19	8/26/2021	G	
Pointe Place	Sierra Dr	H	31	20	11	12/21/2015	11/19/2014	4/1/2016	P14-56	K	19	12/21/2021	G	
Arbor Woods	Cielo Dr	H	61	54	7	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			228	190	38									
TOTAL APPROVED UNITS			820	475	345									187

In addition to the construction activity on the attached spreadsheet the shell of the structural is taking shape and concrete floors are being poured at the new High School.

The Hotel at Silver Square are nearing substantial completion with an project opening on June 23.

Inspections continue at DHS, Pointe Place, Silver Square, Bradley Commons. Construction of the new buildings for the water department on Glen Hill Road and Leighton Road projects continue. The permit process from site application with Planning through the Certificate of Occupancy Permit went through a four day LEAN process with Inspection Services, Planning, IT, Finance, Legal.

2

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

Product and Process Outcomes

During the month of May 2017, there were was one letter generated by the Dover Police Department that were sent to certain licensed liquor establishments in Dover. These letters are sent as a result of analysis of police reports involving overly intoxicated persons.

Sergeant Pettingill, the CREU Supervisor, continues to serve as a part-time supervisor for the Strafford County Drug Task Force. In this capacity, he assisted the Strafford County Drug Task Force with several drug operations during the month of May in the City of Dover.

MSR Officer Pieniazek assisted the school by facilitating message deliveries to the homes of students who had not been attending school.

Officer Pieniazek volunteers as a baseball coach for the Dover Middle School team, comprised of 7th and 8th grade boys. Throughout the month of May, the team competed in 10 games.

It Is All About Service

On May 8, 2017, the Sergeant Pettingill coordinated the final night of the Student Citizens Police Academy. During the final night of the academy, the students were provided with blocks of instruction on specialized units within the police department to include the K9 Unit, the Strafford County Regional Tactical Operations Unit, the Dover Housing Liaison Officer, and the Problem Oriented Police Officer. At the end of the night the students were presented with a certificate of completion and a Citizens Police Academy t-shirt.

On May 31, 2017 Sergeant Pettingill along with Officer Plummer, The Bureau of Alcohol Tobacco Firearms and Explosives (ATF), and the Drug Enforcement Administration executed a search warrant at a residence located on Hampshire Circle. The warrant was the result of an ongoing investigation into a subject illegally residing at that location who is involved in the illegal trafficking of firearms and narcotics. There is a continued need at the end of the school day for Officer Pieniazek, Middle School Resource Officer, to go out and help direct the various vehicles coming in front of the school due to traffic concerns. He completed this at the end of each day in May to help alleviate those concerns.

MSR Officer Pieniazek spends much of his day walking through the halls of the school and greeting children and staff to ensure there is a presence within the school. Officer Pieniazek also spends time down at the lunch periods and at recess. During this time, Officer Pieniazek may be sitting with various children inquiring about their day, playing catch outside or even helping counsel students who have issues with other children.



During the month of May, Officer Plummer met with a resident from Addison Place who was having issues with parking and possible drug activity in the area. Officer Plummer has developed a plan to address the issues so the quality of life for the resident at Addison Place can be improved.



During the month of May, Officer Plummer met with other members of the Community Response and Enforcement Unit about many issues going on through the city and on DHA property. Officer Plummer offered to assist any areas of the community interested in having a community watch program and he asked the other members of the unit to refer interested groups to him. This program will assist in opening lines of communication in the community with the education of residents and to give them some responsibility in reporting criminal activity in their neighborhood.

On a daily basis, the Mounted Unit patrols the Dover Community Trail, Henry Law Park, the Skate Park, Maglaras Park, railroad yards and the Downtown including crosswalk enforcement and parking lot checks.

The Mounted Unit attended the monthly Community Trail meeting. Officer Caproni is working with the board to identify areas that need attention by different volunteer groups. The community Trail is one of patrol areas that the mounted unit is responsible for. The mounted officers attempt to be involved in any issues or concerns that residents along the trail have and attempt to quickly resolve the issues to help promote a positive image of the Dover Community Trail. Officer Caproni or Officer Murch also attend monthly meetings involving the Community Trail board and citizens in which they act as a liaison for the Police Department. The continuing concern is trash and cameras on certain sections of the trail.

Every month Officers Caproni and Murch host tours/visits to the Mounted Patrol Stables. Different groups throughout the year request these tours to get a better understanding of the work that the mounted unit does and learn more about the program in general. The groups are educated on the day to day operations and have a chance to meet the horses and officers up close and personal. The kids that come especially love the chance to sit on one of the horses.

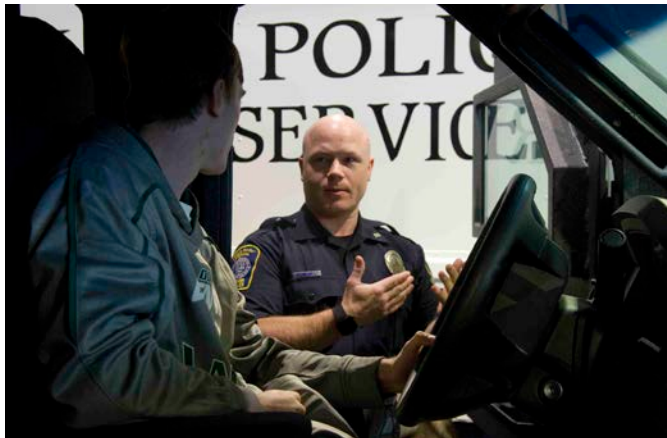


The Mounted Unit poses with a mosaic that was created by students that is displayed on the first floor of the parking garage.

Officer Khalsa continued to track the progress of 2 Dover Street, which was previously identified as a problem location. It appears that the prevention measures that have been implemented for several months now, are continuing to show positive impacts at that location.

Officer Khalsa has identified several areas known to be vandalized with graffiti. He has started a tracking sheet with the type of graffiti and at what location for future reference and prevention. The graffiti tracking is part of a larger prevention program geared towards reducing some of the summertime type quality of life issues in the City. Graffiti has been assigned specifically to Officer Khalsa and is only one prong of a several prong strategy of the Community Response and Enforcement Unit. The other prongs include homelessness and neighborhood watch type programs.

The Assistant City Manager continues to advise both the Garrison and High School JBCs/SAU on planning and traffic related issues. For the High School project, a presentation to the JBC by Sebago Technics was held May 4th where recommendations for improvements to traffic visiting the High School and Middle School were presented. These improvements are focused on alleviating traffic congestion and improving pedestrian safety.



Officer Matthew Harnish speaks to one of the high school students on the final night of the Student Citizens Police Academy on May 1, 2017. The student is sitting in the driver's seat of the armored rescue vehicle commonly known as the BearCat while Officer Harnish explains the vehicle, its capabilities, and its uses.



Mounted Patrol at Dover Middle School during recess.

"Be the reason someone smiles today."

Daniel Lynch, Finance Director, participated in a day long Performance Review of NHDES's Clean Water SRF program. Since the City has previously utilized the program for funding sewer related projects and currently has three (3) open projects under the SRF Program, the Finance Director was invited to attend the program review.

On May 4th, Officer Pieniazek taught a class in the 5th grade on the Bill of Rights during their Social Studies class. This class focuses on how the amendments effect the job of a police officer. The students are provided with different examples of situations a police officer could encounter, and must decide what the amendments would dictate the officer should do.

Planning and Community Development staff began the process of the FY19 to 23 Capital Improvements Program.

On May 22nd, the Dover Police Mounted Patrol came to DMS during recess to spend time meeting with the children. The students were able to speak with the Officers, meet the horses and received trading cards. (pictured bottom left)

High School Resource Officer Pike continued former Officer Kennedy's coordinated efforts with the Auto Technology & Collision students to have a Dover Police Cruiser brought to Dover High School each Thursday to be detailed. Three Dover Police cruisers were detailed during this reporting period, 163, 152 and 153.

Officer Pike makes frequent checks around the school ensuring doors are secure and in operable condition. Officer Pike also makes frequent checks of the new Dover High School Construction site and communicates with construction officials about any potential issues.

Sgt. Speidel and Officer Lazos worked closely with SAU staff and parent volunteers to coordinate the Woodman Park School's Bike to School Day on May 10, in conjunction with National Bike to School Day. Such events raise awareness of the need to create safer routes for bicycling and walking and emphasize the important of increased physical activity among children, pedestrian and bicycle safety, reducing traffic congestion, and concern for the environment. Sgt. Speidel coordinated traffic control efforts at key crossing points, and Officer Lazos joined a group of students and parents to ride the bike route using a portion of the Dover Community Trail, Fisher and Rutland Streets.

MSR Officer Pieniazek continued a lunch program entitled, "Fine Dining with Dover's Finest." This program allows students to have lunch with Officer Pieniazek and get to know him in a more informal setting. Within the month of May, approximately 12 students took part in the program. When he is not hosting lunch in his office, he spends time in the cafeteria during the lunch period and sits and talks with the students.

As a part of the Dover Police Department's heroin and opioid recovery program, Officer Pieniazek reaches out to any individuals who had an overdose within the city in order to offer them information on resources that may assist him in recovery. During the month of May, Officer Pieniazek made 4 such phone calls.

During the month of May 2017, Officer Pike assisted the Dover High School with directing afternoon traffic on multiple occasions in front of the school. This traffic direction allows for the safe passage of students/faculty crossing Alumni Dr. to the Senior Parking Lot. This activity also allows for the prompt exit of school busses from DHS in conjunction of all other traffic coming and going from the school.

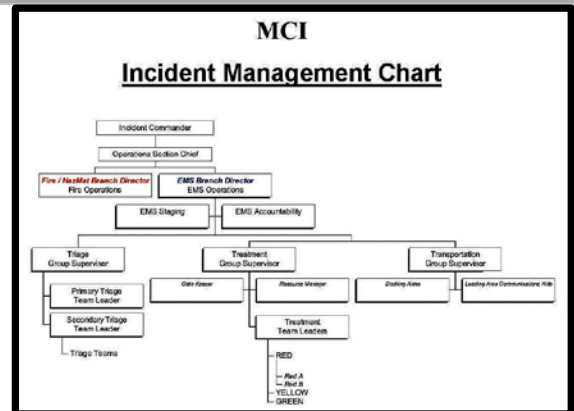
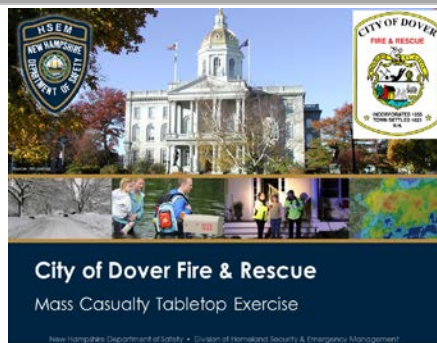
On Wednesday, May 10, 2017, Commander Tom Gamble, DHS ROTC Coordinator, scheduled to have a United States Army Blackhawk Helicopter fly to the school. Cmdr. Gamble invited Officer Pike to attend. Officer Pike interacted with the flight crew as well as the DHS ROTC students.



The crew of a US Army Blackhawk helicopter addresses Dover High students.

There were several various activities in May to improve processes to provide the best services. One of most noteworthy occurred at the May Fire Officer's Staff Meeting where all Fire & Rescue supervisors get together to discuss projects and issues, and the time in May was used to drill on the recently revised Mass Casualty Plan. The MCI Plan is the playbook for Fire and Rescue's response to incidents where large numbers of people may be injured suddenly at one event.

Two facilitators came from the NH Homeland Security and Emergency Management and presented the simulated incident of a school bus full of students versus box truck accident on Central Avenue near Saint Mary's Academy. The drill simulated from dispatch through arrival by the various Fire & Rescue vehicles, the activation of the plan and the filling of the command and incident management positions with the incident organizational chart shown in the upper right. The drill ended when all simulated patients had been transported to local hospitals and the incident was stabilized.



****A multiple casualty incident (MCI) is any situation where the number of sick or injured patients exceeds the available local, regional or state EMS system resources to provide adequate care in a timely manner to minimize injury and death. An MCI may be the result of a disaster or a natural event. Purpose · The goal of the Mass/Multiple Casualty Triage protocol is to prepare for a unified, coordinated, and immediate EMS mutual aid response by prehospital and hospital agencies to effectively expedite the emergency management of the victims of any type of MCI. · Successful management of any MCI depends upon the effective cooperation, organization, and planning among health care professionals, hospital administrators and out-of-hospital EMS agencies, state and local government representatives, and individuals and/or organizations associated with disaster-related support agencies. · Adoption of a system that meets the Model Uniform Core Criteria (MUCC) as developed by the CDC."**

For more information on the NH EMS Protocols and MCI events, go to section 9.1 at <https://www.nh.gov/safety/divisions/fstems/ems/advlifesup/documents/patientprotocols.pdf>.

In addition to the self-evaluation that occurred as all the Fire Officer's filled various roles in this simulated event with multiple decision points and real time challenges, the Homeland Security facilitators as well as Durham Fire Department's Assistant Chief David Emanuel who attended to observe and learn, all provided valuable feedback from this planned stress test which will be incorporated in the final version making the plan even better.

By role-playing through the various roles, should an incident of this type occur, there will be pre-existing mental muscle memory that our staff can refer back to which will make them sharper in the moment. Having a mass casualty incident (MCI) plan is important because it defines a system to manage an incident when the normal daily available resources are exceeded. The opening paragraph from the State of NH EMS Protocols sums it up succinctly above. *

For the Garrison School project, planning has been working with Legal, Recreation and SAU staff to review opportunities at Garrison Elementary for expansion of the school on the site, which is encumbered by a recreation grant/easement area. Staff is still reviewing all sites which utilized the Land Water Conservation Fund for recreation improvements. Steve Bird attended a meeting on May 2nd with Inspection staff and consultants to discuss permitting procedures.

*I can do things you cannot, you can do things I cannot;
together we can do great things.*

Mother Theresa



Another major project to improve service delivery, was the start in May of a 16 hour facilitated LEAN process that brought together representatives from Inspection Services, City Engineering, City Planning, Info Technology, the Finance Department, and Legal to identify the existing workflow for a multiuse building. In layman's terms, that type of building is similar to what was built on First Street in recent years and is being constructed presently at the site of the former St. Charles Church property which is the type of building where multiple businesses are located on the first floor street-level with apartments or condominiums located on multiple floors above. These types of buildings help promote a vibrant downtown by making it easy to live, work, and play within a neighborhood. With several more proposed or in various stages, it was felt that reviewing and improving the processes would be beneficial. This encompassed from developer concept and subsequent proposals to the various city boards, on through approvals to permitting, and ultimately through all inspection activities to where what is called a certificate of occupancy. The issuing of the certificate of occupancy is what allows the building to be legally occupied, and happens generally after full compliance with the State Building Code, the State Fire Code, and other City codes is achieved.

Integrity: *We conduct ourselves at all times in a manner that is ethical, legal and professional, with the highest degree of honesty, respect and fairness.*

Planning and Community Development staff continued to interact with Sebago Technics, an engineering firm, reviewing the traffic and congestion on NH Route 108 between Stark Avenue and Mast Road. This stretch of road includes the Middle and High schools as well as the Back River Road intersection. Sebago is working with data provided by the School Department as well as various City Departments to review improvements that might be possible along the stretch of road. The recommendations include removing traffic lights at Mill Street and Back River Road and replacing them with roundabouts. In addition, Daley Drive would be an entrance only, with all existing traffic headed to Alumni Drive.

At Alumni and Durham Road, Sebago is recommending a roundabout. These recommendations were reviewed by the DHS JBC in May. Final follow up will occur in June.

Planning and Community Development staff updated the Development Agreement for the Third Street parcel, based upon the approved term sheet and the submission by the Developer for the site. The Developer worked with their architect to revise the architectural designs to reflect Planning Board concerns. A compliance hearing will be held in June on the new renderings. A closing is still desired before the end of the fiscal year.

Also in May, Fire and Rescue was approached by Strafford County with the request to assist them with the repair of two flagpoles, one at the Strafford County Courthouse where the flag halyard had become tangled in a tree, and also at the Hyder House, as the quotes they received to have this work done were in one word – outrageous. Fire and Rescue viewed this as an opportunity to save the Community of Dover money by saving Strafford County those costs, as ultimately the County budget affects Dover's budget. This project was undertaken by C-Shift who combined aerial ladder training with the repair work. Photo one shows the repair work on the Hyder House flagpole in progress and photo 2 shows the shift starting to untangle the halyard from the tree at the Superior Court House. Photo 3 (bottom) shows C-Shift receiving a certificate of appreciation from representatives of the advisory board for Hyder House recognizing the repair efforts which is greatly appreciated!



Integrity: *We conduct ourselves at all times in a manner that is ethical, legal and professional, with the highest degree of honesty, respect and fairness.*



Planning and Community Development staff continued to work with Community Services staff to review issues outstanding with the Woof/Meow project at 825 Central Avenue. Included in this is a review of the waterlines and capacities for tying into them the area of the Hannaford. At the same time a review of cross access easements is considered.

Planning and Community Development staff and Legal staff are working to develop a license agreement for the recently approved commercial center at the intersection of Glenwood and Central Avenues. The approved plan uses City right of way for landscaping, and requires crossing a small strip of City land to access the light at the intersection of Central Avenue and the Hannaford Plaza.

Assistant City Planner Benton continues to facilitate the Transportation Alternatives Program (TAP) project to expand the Community Trail with help from CLD Consulting Engineers and the Community Trail Advisory Committee. The project is finishing up in the preliminary design phase so that plans can be reviewed by NH Department of Transportation (NH DOT) in June and July. This project will appear before the Conservation Commission on June 12 and the Planning Board June 27. The project is still on schedule to be fully completed by the end of 2018. This is all part of the \$320,000 federal grant to design, engineer, and construct improvements to the Community Trail south of Fisher Street and north of Fourth Street.

The Planning Department received a municipality agreement from NH DOT in order to begin the next phase of the TAP funds that Dover was approved to receive. The project is proposing to continue the trail from the future trailhead at Route 108 and Rutland Street to the Middle School and High School, paving a new walk way along the school fields into Bellamy Park, then behind the multi-family housing units and terminating this phase at Route 155. A scoping meeting between Assistant City Planner Benton, Assistant City Manager Parker and NH DOT staff is scheduled for June 15.

Assistant Planners Benton and Piekut continued their review of the Restricted Industrial (I-1) Zoning District and potential rezoning scenarios and after presenting a recommendation to the Planning Board in February. A workshop with the Planning Board occurred on April 18, where City Planner Bird and Assistant City Manager Parker presented the proposed amendments to the Planning Board and gained feedback. A public hearing is expected in June.

Recreation has been accepting registrations for all of summer programs. The Playground program for Dover residents is accepting registrations and will run from June 26th to August 11th. Registrations were taken for Fun on Stage and Music Theater camps to be held in June & July. On-track program helps prepare children for the Granite State Track Regional and State Track meets. The program itself began on May 22nd, with practices being held two to three times a week until the Regional meet on June 17th. Zumba® and Interval Toning classes have been on-going and will be offering an early morning summer Interval Toning class. The Butterfield Gym has served as the host of the seventh annual McConnell Center Tenants Collaborative Blood Drive. Recreation has been conducting staff interviews and hiring for summer staff and preparing inventory and supplies for the programs beginning in June. There was 1 birthday party held at the gym.

The Jenny Thompson Outdoor Pool opened for Seacoast practice on the 18th of May with Senior and junior groups using it exclusively as well as the Oyster River Otters taking some time. Seacoast Swim Association also held a clean-up day at the Outdoor Pool on May 20th with parents and children taking part in raking, weeding and planting flowers. Great Bay Masters has seen the usual 30 swimmers during their practice times; they will begin swimming at the outdoor pool on June 6th. Registration for summer swim lessons will be in June as well as the opening of the Jenny Thompson Pool to the general public. 3 birthday parties.

The month of May is the end of the spring programs at the Dover Arena. Instructional programs for youth and adult skaters ended and were very well attended. It also was the final Learn to Skate program for the spring. Co ED hockey league and Over 45 league also ended and all leagues were full this past spring. The ice came out on the Holt arena, mid-May, to prepare for another busy summer season with programs, leagues and hockey camps. This provides time for much needed maintenance in all areas of the arena. Roller Derby continues on the Foster Rink throughout the spring and summer months. Their first bout was Saturday May 27, 2017. After several weeks of training in the Foster Rink, it was good to see them in action once again. The bout was very well attended and exciting!

The Jenny Thompson Outdoor Pool opened for the season. Fourteen work requests were attended to as the Shaw's Lane Athletic fields were lined for games, as was Woodman Park ball field. The tank on River Street for the Great Bay Rowing Club was filled. Visitors to Garrison Hill should have noted the new coat of paint applied to the tower, an annual event that attempts to cover the graffiti, some amusing, most not, that is applied to the structure over the ensuing year. Forty-two other work orders concerning outside were addressed by Facilities, Grounds and Cemeteries employees in the month of May. Picnic tables were dispersed to parks and playgrounds. Twenty-three historical markers were put in place and a new one for the Gundalow in Henry Law Park was prepared to be set in its spot.

The whiskey barrels, filled with flowers donated by Wentworth Greenhouses, were placed just before Memorial Day. The fence at The First Settler's cemetery on Dover Point Rd was repaired and repainted after a hard winter. Flowers were planted in different areas, including the Upper Square in the flag pole and fountain islands, Pine Hill Cemetery Veteran's Circle and near the columbarium. On a sad note, after Memorial Day weekend it was noted that geraniums were stolen from the urns in the cemetery and we had several complaints of recently placed items gone missing from graves, as well. All flags were replaced so colors were bright for the Memorial Day weekend. Flags were lowered to half-staff to honor those who made the ultimate sacrifice for these United States. This City is forever grateful.

Eleven work orders regarding tree issues were addressed and resulted in three trees being removed at this time. Several complaints regarding tree branches needing to be cut up prior to removal were handled. One streetlight complaint was registered with Eversource. One red ball and one green arrow were replaced, one pedestrian crossing light was repaired and ten traffic complaints were investigated.

Thirty-nine work orders addressing issues at buildings were processed. Yet, another mortise lock was replaced in the McConnell Center. Heating and cooling issues were addressed in the not so warm month of May. Toilets were fixed, leaking fixtures and five murals were installed in the parking garage by our employees. The Public Works Facility warm storage entrance door received attention this month. The Bell tower at City Hall was cleaned by Servpro, who did a good job of removing the bird droppings from that area, allowing the open spaces to be rescreened to keep the birds out. Further work is required to restore the outside appearance of the bell tower.



The IT Division worked with AppGeo on updating the dashboard enhancements for upload of tabular Ward, Trash Day and School data. Also to improve Council / Voting Information section with links.

In addition to all ongoing activities, the Senior Center members continue to use all fitness areas at Dover Recreation. Senior exercise and yoga classes are held Monday through Thursday mornings. Pickleball is offered Tuesday and Friday mornings. Pickleball and walking group activities have been able to resume outdoor activity now that the weather is improving. This month welcomed back the Pontine Theater for a performance right here at the Senior Center!

Bellamy Park has an 18 hole Disc Golf Course and is active year round with daily use and tournaments. This month started some of the league use and some tournaments will be set up to run seasonally.

The Legal Division prepared a resolution regarding the formation of Dover's 400th Anniversary Committee for the May 24, 2017 Council meeting; as well as three resolutions slated for the June 14, 2017 meeting i.e. Acceptance of a License Agreement, Acquisition of a Drainage Easement, and Approval of Cable Franchise Agreement Amendment.

Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Commission in its pursuit of developing the City's River Street parcel. The CWDAC meeting was held on May 16th. Staff met with the Purchasing Agent on May 15th to work on bid specifications for the dock. Staff met with the owner of the landlocked residential parcel on May 31st to provide an update on the status of redevelopment efforts and bluff removal. Staff worked with Ironwood to prepare park design elements based on CWDAC comments and worked with Horsley Witten to finalize a phase 3 scope of services and contract amount. Staff worked with CWDAC members to prepare agendas and minutes for two Design Guideline Sub-committee meetings in May and also worked on revising the developer RFQ based on feedback from CWDAC and consultants. Staff members reviewed the Phase 1A archaeological assessment draft submitted by the City's consultant and prepared a site review application to file with the Planning Board for the bluff excavation.

3

"Effectively continue to communicate with the community at large through various means and support citizen engagement in local governance and community forums."

Leadership and Governance Outcomes

Vicki Hebert presented to six health classes at Dover High School in the month of May. The classes focused on the opioid epidemic, the science of addiction and what is being done to address the problem. A person in recovery joined Vicki to share their personal story and answer student questions.

On May 25th Vicki Hebert presented to approximately 200 students to Portsmouth Christian Academy about marijuana and opioids. She provided updated information on both topics, talked about the disease of addiction and provided them with resources. A local recovery speaker joined her to share their story and answer questions.

Officer Pike joined Vicki Hebert and assisted her with multiple presentations she was making in Amanda Lee's Health class. The presentations were centered on Opioid use and awareness. Officer Pike was able to provide a different perspective, given his experience in detectives. These presentations occurred on May 3 (2 blocks of instruction) and May 5 (1 block of instruction).

On May 22nd and May 25th, the Sergeant Pettingill provided two blocks of instruction on Drug Recognition and Awareness to freshman students at Portsmouth Christian Academy. The main focus of the two classes was to provide students with information on the dangers associated with illegal drugs and prescription medication, as well as information about the ongoing opioid crisis in New Hampshire.

May is always a busy month for the mounted unit. People begin to spend more time outdoors with the increasingly nice weather. People frequent Henry Law Park and cannot wait for the completion of the new playground. Questions are asked daily as to when it will be open. The Mounted Unit Plans to attend the opening day for the playground scheduled for June 24th.

The Law Enforcement Memorial ceremony is held every year in May. The ceremony is in Concord NH. The mounted unit as well as other officers from the city attend this ceremony in honor of all the fallen officers in the state. This year Dover was accompanied by Manchester Mounted as well as the Massachusetts State Police Mounted Patrol.

Vicki Hebert has presented several trainings at Wentworth-Douglass Hospital over the past several months. On May 11, a one-hour long training was conducted during the hospital staff's summer learning series. The training focused on stigma and language. On May 25 Vicki Hebert presented to the hospital's Senior Leadership Council about the opioid epidemic, the disease model of addiction, language and stigma, and the police departments efforts. On May 23rd she presented with local nurse practitioner Jason Lucey to an in-patient post-op floor of nurses. The training discussed stigma and language as well as strategies to treat individuals with an opioid addiction. All three presentations included a person in recovery sharing their story.

Act as if what you do makes a difference. It does. ~William James



A collaboration of thirteen counties in West Virginia has decided to use the Dover Youth to Youth model of youth empowerment to guide their own use of teens in combating the drug problem there. As a part of that effort, Dana Mitchell and two Youth to Youth students were brought to West Virginia to conduct 2 ½ days of training for the adults in each county who will be implementing youth empowerment there. Officials from WV paid for all of the costs associated with providing the training.

Below, Members of Dover Youth to Youth with a team of adults being trained in Dover's youth empowerment model in Clarksburg, WV in May. Thirteen counties in West Virginia are jointly adopting the Dover resources and system for involving youth in drug prevention.

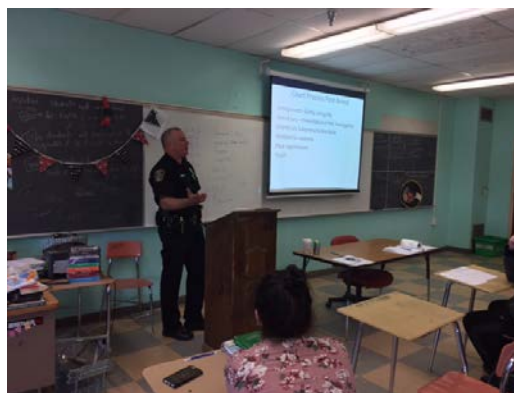


Dover Youth to Youth students provided the Samantha Skunk Medicine Safety presentation to first grade students at Horne Street School on May 16th. Two teams of 6 students each provided a total 6 classroom presentations. Almost 100 students received the lesson.

Additionally, Dover Youth to Youth students presented the History of Tobacco Lies lesson to the fifth grade on May 26, 2017.



HSR Officer Pike presented to Jessica Bonello's American Government class. Bonello requested Officer Pike to speak to her class in reference to the "Court Process." Officer Pike compiled a Power Point presentation that covered a case he investigated, where there were multiple arrest warrants, search warrants and various court related issues (Grand Jury, Arraignments, Motions, etc...). Those classes took place on May 22 (2 blocks) and May 24 (1 block).



Officer Pike teaching during an American Government class.

During the month of May, Dover Housing Resource Officer Plummer presented a block of instruction to the Student Citizens Police Academy. Officer Plummer spoke about his assignment as a Liaison Officer with the Dover Housing Authority. He also spoke about the normal calls for service and role he takes on DHA properties on a day to day basis.

The mounted unit was requested by the Dover Middle School to attend recess on May 22nd. This gave the Officers the opportunity to meet the students and answer any questions they might have had. The students really seemed to enjoy having the horses. There were so many questions and lots of pats for both CJ and Rasa.

On an ongoing basis, Officer Khalsa continues fostering community outreach by approaching local businesses, associations and persons and informing them of the POP Unit (Problem Oriented Policing) mission and services. Officer Khalsa has also made continuous checks of places with known activity such as St. Charles Cemetery, the Community Trail, Transportation Center, and the Dover Public Library to maintain a deterrent presence. Officer Khalsa has also been paying particular attention to Henry Law Park and other hot spots of activity.

Fire and Rescue either staged ready if the road race was adjacent to or running past a fire station, or providing a presence at 3 road races. The road races were the Children's Museum 5K (more information on that event found at <https://www.childrens-museum.org/things-to-do/events/5k-road-race-fun-run>), at the Moms on the Run 5K Run/Walk (<https://www.zebra-crossings.org/run/>), and at the Spirit of Recovery 5K (<http://spiritofrecovery5k.org/wordpress/>). This type of presence provides Emergency Medical and Fire protection at the special events where hundreds of our citizens and visitors are. The photo below taken from the Children's Museum website, shows their 5K run about to start with an ambulance crew in the background.

CHILDREN'S MUSEUM

of NEW HAMPSHIRE

GIVE NOW

MEMBERSHIP

Family Membership
Business Membership
Library Membership

ABOUT US

Contact
Staff & Board
Volunteer
In the News
Employment - Internships
Blog
Request a Donation
Mission - Vision

OUTREACH

Traveling Programs
Online Resources
Traveling Maker Club
Summer 2017 Library Outreach

SUPPORT

Make a Donation
Become a Supporter
Our Supporters
Our Needs

5K ROAD RACE + KID-VENTURE COURSE

Fire and Rescue staff, mostly during off-duty hours, continued working in May on this year's theatrical safety show for Dover Elementary School's, affectionately called the Fire Safety Festival. The theme this year is a Star War's takeoff titled: Safety Wars - where Darth Vader must be convinced to embrace safety in his home. The set as in most years, has been built inside the South End Fire Station which requires some creative juggling on where equipment is stored and vehicles are parked, so at no time is the primary mission of response effected. The set and all other aspects of the show, is scheduled to be trucked to all public and private Elementary Schools in June with 2 shows a day given on June 5, 6, 7, and 8 with the hope to reach approximately 1800 students. A special thank you goes out to all staff members involved in the show who go far above and beyond by donating countless hours to the delivery of the program. Another special thank you is due to Rand Whitney for donating a large amount of cardboard, which was used on the set and particularly, to build a 12 foot wide version of the Millennium Falcon. Without that donation, the Millennium Falcon will not be flying between the Dover Schools in June.



Presented By Dover Fire & Rescue

School	Dates of Show	TIME
St Mary's	Monday June 5th	9am
PCA	Monday June 5th	1:15pm
Garrison	Tuesday June 6th	9am/1:15pm
Woodman Park	Wednesday June 7th	9am/1:15pm
Horne Street	Thursday June 8th	9am/1:15pm

"You must be the change you wish to see in the world."

- Mahatma Gandhi

Officer Khalsa met with the employees and owners of Jewelry Creations on Central Avenue and facilitated a safety and robbery discussion. The talk consisted of scenario based questions and answers on what to do in the event of a robbery or suspicious circumstance. There were about 12 people in attendance and the talk was received well.

Parking Manager Bill Simons assisted a local church and a large apartment complex with properly laying out disabled parking spaces in compliance with state regulations.

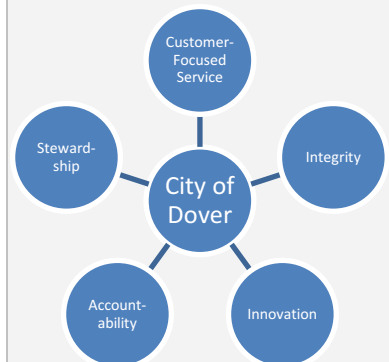
During the month of May, Captain Breault was a guest lecturer at three Dover High School Criminal Law courses. Captain Breault spoke with the students specifically about the 4th and 5th Amendment, the right to council, Miranda warnings and issues related to search and seizure.

Chief Colarusso, Lieutenant Gould, and Officer Harnish attended the NH Listens Seacoast Blue and You event at the University of New Hampshire on May 17, 2017. This was another event that provided opportunities for members of the public to interact with law enforcement and discuss issues surrounding race and immigration. Captain Terlemezian was one of the moderators of the event.

The parking garage mural project took major steps in May with the installation of the murals by members of the city's Facilities and Grounds crew. Frames are now being constructed by the Dover High School woodworking program and protective covers have been donated by Glass Routes. The plexi-glass covers will help keep the murals in good condition for years to come and if any damage occurs, it will be to a replaceable cover instead of the murals themselves.



Artist Robert Rossel stands in front the first mural mounted on the 5th floor of the garage. This mural captures the newest addition to Dover, the Gundalow.



The on-duty shift along with a number of off-duty members, participated in the Dover Main Street Dover Pride Clean-Up Day on May 6th. As this is typically outside the normal job descriptions of Fire & Rescue, a special thank you is due to both the Dover Professional Firefighters Union and the Dover Professional Fire Officers Union for embracing the community in this manner, as they have done for many, many years. The first photo below shows Firefighter/Engineer Scott Orringer, off-duty Firefighter-Paramedic Alex Reynolds, and Firefighter/AEMT Anthony Colarusso raking mulch at the Dover Transportation Center on Chestnut Street while the second photo shows numerous Department members doing the same.



May also saw the Career Technical Center or CTC Firefighter Academy students attend the required burn day at the New Hampshire Fire Academy as a step to become certified firefighters. This program is a collaborative between Dover Fire and Rescue and the Dover High School with Fire and Rescue staff assisting as instructors and while providing the needed equipment required by the program. The photos below show several Dover CTC students engaged with the Fire Academy car fire simulator, which is one of the many skill requirements that competency must be shown by the students, to achieve the accredited certification that is good in over 30 states in the United States.





Planning staff reached out to Main Street, Dover Chamber of Commerce and Children's Museum members to create a working group focused on Wayfinding. Wayfinding is the art of educating visitors to our community on where amenities are, how to best travel to them and encourage both pedestrian and vehicular safety. Elements of wayfinding were incorporated into the Silver Street reconstruction project and the Downtown Pedestrian and Vehicular Access study. Planning and Community Services staff will be working to create a process for implementing wayfinding across the community, focused on downtown Dover.

Planning and Community Development staff is working, with the support of the Energy Commission, on developing two new Requests for Proposals for solar energy projects. The first request will be for the new Dover High School and the second will be for converting the Transportation Center to a solar powered building. Staff will use the previous RFQ as a model and will take input from the Energy Commission and other stakeholders to develop site specific projects.

The Department of Planning and Community Development continued to update its blog, Facebook page and Twitter feed to communicate with the public. The Department of Planning and Community Development has 426 Facebook (City of Dover NH Planning) friends and 841 followers on Twitter @DoverNHPlanning).

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail (with 1,454 fans).

The Department of Planning and Community Development mailed out 30 New Homeowner letters. These letters introduce new property owners to their zoning district and include other basic planning information, including links to the Dover Download.

City Planner Bird participated in an environmental forum on Dover's water on May 23rd to provide information on land use regulations related to protection of water resources.

City Planner Bird attended the Climate Summit in Greenland on May 25th to sit on a panel discussing what coastal communities are doing to promote climate change adaptation locally.

Planning and Community Development staff completed material regarding impact fees, student growth as provided by subdivisions and how the Tax Increment Finance Districts have not impacted revenues for the municipal budget. Staff attended the Joint Fiscal Committee meeting May 22 to answer any questions the committee had regarding those areas.



Members of the Finance Department met with City's Banking Service representatives to discuss implementation of an online payment processing decision module. The goal of this service is to improve the timeliness of processing lock-box payments that have discrepancies between check amount and payment coupon amount. This service is expected to commence on or about July 1, 2017.

The Assistant City Manager presented a session on Smart Cities and Dover's use of metrics in creating workflows and future projects, as part of a panel for the International City Manager Association (ICMA) at a conference in Raleigh, North Carolina. The panel also featured a representative from the City of Charlotte, North Carolina. Planning staff participated as part of a jury to select the PlanNH awards of merit. These awards, presented annually, are considered for projects which impact	and improve the built environment in New Hampshire. Criteria for the awards include the NH Smart Growth principles, sustainability and community building. This is the third year, Dover staff has assisted in identifying outstanding achievements related to planning, design and/or development of New Hampshire's built environment and its impact on the fabric of our towns and neighborhoods.	Dover Pride Clean-up Day saw many volunteers come out, despite the weather to assist in cleaning up and mulching the downtown beds and various other areas. The Joe B Parks gardens along the Orchard Street Riverwalk were attended to by a faithful crew, headed up by the efforts of Elizabeth Fischer - whose endless efforts are very much appreciated.	
Fifty individuals came from Liberty Mutual to perform various tasks that helped to clean and neaten up the Public Works Facility, while others from that group assisted in moving items from the City Hall ground floor to storage while the renovation project is underway. Many hands make light work and they certainly were very helpful! Thank you to our friends at Liberty Mutual and to Nicole Sunderland for setting us up with them.	The library has 3,384 subscribers to its two monthly e-newsletters. Library staff posted 210 items to its various social media platforms in May. Staff also wrote six press releases and distributed them to news/media outlets. The library has 2,295 Facebook followers, 1,332 Pinterest followers, 1,014 Instagram followers, and 866 Twitter followers. The library blog was viewed 112 times in May.	Volunteers brought books to Langdon Place residents and returned items they had borrowed previously. This is a regular, every-three-week program to bring library items to shut-in residents.	

Financial and Benchmark Outcomes

4

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

Water Rate: \$4.87
Sewer Rate: \$8.02

FY2017 Total Tax Rate: \$26.69

- City: \$10.40
- School: \$10.59
- State Education: \$2.39
- County: \$2.91

Tax Year = April 1 to March 31
Taxes Due in December & June

Passport executions are providing a new source of revenue for the library. At \$25 per application, the library received \$500 in revenue during May.

The library received \$200 from the Dover Rotary and \$500 from Kennebunk Savings Bank for the Summer Reading Program. The Friends of the Library also contributed \$1300 for summer performers' fees and printing costs, and \$325 for prizes for the Poetry Contest.

Additionally, the Friends of the Library renewed four museum passes (\$1365) and donated \$200 for new plants for the library grounds. They also purchased 20 new stacking chairs (\$1141) for the Trustees Room.

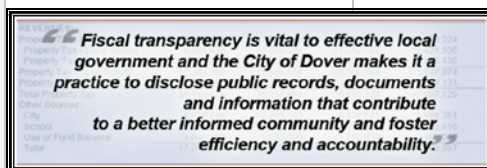
The library received a \$2500 grant check from the Family Place Library organization for furnishings and equipment to outfit our new "Family Place" in the Children's Room.

Accountability: We promote openness and transparency in our operations ensuring that we are accountable for our actions at all times.

The library received a donation of \$593 from the third graders at Woodman Park School, the receipts from their annual Read-A-Thon.

The Customer Service Center on the Ground Floor of City Hall is well underway. 95% of the demolition occurred in May, and HVAC plans and electrical plans are being revised. Framing and construction will begin in June. The Customer Service Center is still on schedule to be completed by fall.

May saw progress continuing in the long march to replace the communication system throughout Dover that is used by Fire and Rescue, Police, and Community Services. Site reviews were held with staff from those departments and the radio installation vender, where new radio towers will be built or existing towers modified. This project is funded through the FY18 Capital Improvement plan.



FISCAL TRANSPARENCY IS ESSENTIAL TO EFFECTIVE GOVERNMENT

Purchasing Office Bid Solicitations

Department	Bid Date	Bid Number	Description of Bid
Community Services	05/16/2017	B17063	Bulk Oil & Lubricants as needed
	05/16/2017	B17061	Roll Off Container
	05/19/2017	B17065	Bituminous Concrete Asphalt Picked Up
	05/19/2017	B17067	Ford Replacement Parts
	05/24/2017	B17066	Tree Removal Services
	05/09/2017	Q17-024	Water Quality Report Printing 2017
	05/03/2017	B17056	Design Consulting Svs for Brick & Floral Neighborhood Reconst.
	05/03/2017	B17052	Crack Sealing Services
Recreation	05/09/2017	Q17-022	Recreation Summer Staff Uniforms

DAC	PO Date	PO No.	Vendor Name	Amount
Police	5/8/2017	201709289	IRVING OIL MARKETING, INC.	\$5,129.56
Executive	5/30/2017	201710043	SHI INTERNATIONAL CORP	\$5,270.10
Fire and Rescue	5/25/2017	201709931	NH DIV OF FIRE STANDARDS & TRAINING	\$5,365.00
Community Services Department	5/30/2017	201710040	EVERSOURCE-STREETLIGHT REPAIR	\$5,590.85
Community Services Department	5/15/2017	201709501	IRVING OIL MARKETING, INC.	\$5,842.00
Police	5/30/2017	201709969	S.W. COLE ENGINEERING, INC.	\$5,900.00
Community Services Department	5/2/2017	201709134	CITY OF DOVER-WATER~SEWER DEPT.	\$5,967.74
Executive	5/23/2017	201709810	DELL MARKETING L.P.	\$6,108.13
Executive	5/23/2017	201709812	SHI INTERNATIONAL CORP	\$6,425.00
Executive	5/18/2017	201709691	ACCESS AV	\$6,944.00
Community Services Department	5/16/2017	201709601	TRITECH ENGINEERING CORP	\$7,000.00
Recreation	5/15/2017	201709500	FOX TOURS	\$7,584.00
Police	5/30/2017	201710023	ENVISION ANALYST	\$8,000.00
Community Services Department	5/25/2017	201709930	AMBIT ENGINEERING, INC.	\$8,660.00
Executive	5/23/2017	201709814	TYLER TECHNOLOGIES, INC.	\$9,910.00
Executive	5/2/2017	201709142	SHI INTERNATIONAL CORP	\$11,449.00
Executive	5/23/2017	201709889	NATIONAL RESEARCH CENTER, INC	\$11,600.00
Community Services Department	5/30/2017	201709977	HD SUPPLY WATERWORKS LLC	\$12,122.45
Fire and Rescue	5/15/2017	201709504	SOUTHWORTH-MILTON INC	\$12,291.40
Executive	5/23/2017	201709887	DELL MARKETING L.P.	\$12,717.52
Executive	5/2/2017	201709081	SHEEHAN, PHINNEY, BASS & GREEN	\$13,757.82

Community Services Department	5/30/2017	201709974	EJ PRESCOTT, INC	\$13,888.90
Community Services Department	5/23/2017	201709892	HALL & ASSOCIATES, PLLC	\$20,941.54
Recreation	5/25/2017	201709942	DENNIS MUNSON PLUMBING HEATING	\$22,400.00
Community Services Department	5/3/2017	201709204	ROBERT H. IRWIN MOTORS, INC.	\$24,201.00
Recreation	5/16/2017	201709608	SELECT EXCAVATION & LANDSCAPING, LLC	\$24,800.00
Community Services Department	5/30/2017	201709978	HD SUPPLY WATERWORKS LLC	\$26,569.40
Community Services Department	5/30/2017	201709976	MAHER CORPORATION	\$50,000.00
Community Services Department	5/16/2017	201709624	JOHN H. LYMAN & SONS, INC.	\$100,000.00
Community Services Department	5/18/2017	201709692	CITY OF DOVER-WATER~SEWER DEPT.	\$129,789.00
City Finance Office	5/3/2017	201709226	VARNEY BROOK LANDS, LLC.	\$320,000.00

Progress has been made on the new Quint project with three manufactures proposals reviewed. There are really only two manufacturers that currently produce the type of fire apparatus that fits all our goals and objectives during this CIP FY 18 purchase, and those two manufacturers were compared against an older style vehicle design that the Smeal-Spartan company who has produced many of our vehicles previously, can produce. This was conducted as a concept authentication/validation process. Interestingly, the Smeal – Spartan company has been the hardest to work with, and was the slowest to provide information, and they omitted any pricing information in their recent submission.

That comparison is quite complicated and looked at everything from warranties on components such as the vehicle axles, and to just what depth their statements mean. For instance, airbag systems like are found in nearly all new autos, are available in fire apparatus and both the Pierce company and E-one company supplied as part of their proposals, airbags in the cab to protect the firefighters when responding or driving. Drilling down into the fine details, the Pierce company submission does not have a knee level airbag protecting the driver whereas the E-One company submission does. The E-One company's proposal, for instance, has a radiator system with 33% more size than the Pierce company proposal even though both vehicles have the exact same Cummings motor model. When asked why, the E-One company's response is as the vehicle ages over the 20-year life expected from it, the efficiency of the radiator diminishes as some of the service area becomes clogged with dirt and grime, so their philosophy is to provide a bigger radiator to eliminate any overheating issues and/or lengthen the time span before a radiator replacement is needed. Reflecting back within the last two years, Fire and Rescue has replaced a radiator in one of our engines and had work done on another. Those differences between proposals once determined, require a rework with each company to see if Fire and Rescue can truly get to an apple versus apples proposal and then to the all-important question of, is the vehicle proposal still within budget or do compromises have to be made? It is hoped in early June to have all of this comparison work ironed out to be ready for City Council approval in July to order a vehicle afterward. As of right now, there is only one company definitely within budget, but this could change after the rework finishes.

FY 2017

Capital

Improvement

Projects

Street Improvements	Tolend Road Reconstruction	Newington-Dover NHDOT
Last Update: The contractor has begun raising structures in the street. New Update: The contractor has reclaimed County Farm Cross Road, French Cross Road and Varney Road. These roads will be paved in early May.	Last Update: Awaiting final As-builts. New Update: No update	Last Update: A preconstruction meeting was held on September 9th. Mobilization has started. The contractor has begun clearing and grubbing. New Update: The contractor has finished the water and sewer along the Turnpike from the toll booths Southward. The temporary water and sewer crossing the turnpike by the DMV and Wentworth Terrace is operational.
Bridges		Brick & Floral Reconstruction
Last Update: Whittier Street Bridge- all easements have been acquired. The State of NH and FHW are conducting the final review prior to authorizing the bidding. The General Bridge Repair bids for repairs to the Central Avenue Bridge by First St, Chestnut Street expansion joints and Washington Street bridge water main have been received and are being reviewed.	New Update: Whittier Street Bridge – The contractor has formed the coffer dam and started working on the northern abutment. The contractor has poured the foundation and two walls of the southern abutment. General Bridge Repair- The Central Ave Bridge began on April 10th. Due to more deterioration of the bridge deck than anticipated the project has expanded in scope and a change order is being processed to cover this work. The work now requires a full depth repair in some areas.	Last Update: New Update: This project has started with an RFQ for design engineering services. A pre-bid meeting with consultant engineers was held on May 22, 2017. RFQ's are due back to the city on June 13th.
Water Facilities Upgrade		Nelson Street Reconstruction
Last Update: Work will begin on the exterior over the next eight months. Sheeting is being installed to excavate for the new addition, this work will progress throughout the month of April. The new additions and buildings have been constructed at Campbell and Calderwood Wells. Interior work has begun on both buildings.	New Update: The foundation work has been completed for the new addition at Lowell Avenue. Most of the work has been focused on Calderwood and Campbell. The generator has arrived. Piping and electrical work is continuing.	Last Update: Target construction has finished the majority of the water installation on Atkinson Street, with only a small stretch to connect to the previously improved system in Silver Street. The contractor focused on sidewalk preparation. New Update: All utility work was completed. Roadwork and Sidewalk work is remaining.

	Keating/Birchwood Reconstruction		Traffic Signal Upgrade
	Last Update: Final council approval for the project is scheduled for May 10 th . A neighborhood meeting will be held on May 2 nd , and the project mobilization is scheduled for May 15 th .	New Update: Construction began on May 17 th . Initial focus was on sewer replacement on Birchwood Place.	Last Update: Bill Boulanger was trained on the new traffic light software. New Update: Traffic light monitoring software is up and running. Currently debugging minor issues.
	Tolend Landfill Remediation		Richardson Drive
	Last Update: The EPA is preparing a Five Year Review of the Tolend Road Landfill remedy performance that will be issued in 2017. The PRP consultants have been preparing monitoring data specifically collected for the report and will provide the data to EPA for inclusion in the review report.	New Update: The remediation system continues to run efficiently with the exception of the excess iron precipitate that periodically needs to be cleaned out of the on-site system piping as well as the sewer force main.	Last Update: The neighborhood meeting was held on April 4 th where the residents had an opportunity to meet with John Lyman and Sons. Construction will begin in mid-May. New Update: Construction began on May 15 th . Old Stage Road and Richardson Drive were reclaimed for construction. Primary focus was on sewer line extension on Old Stage Road and Richardson Drive.
	Leighton Way Pump Station Replacement	Wastewater Treatment Facilities Plan	
	Last Update: Contractor continues to work on interior components including the generator, electrical system, and SCADA. New Update: Contractors are working on punch list items. The station is operational. The generator still needs to be hooked up.	Last Update: The upgrade construction at the wastewater plant for the past two years is nearing completion. The nitrogen removal process that went online last August performed exceptionally well last fall.	New Update: The NPDES permit is pending since the issuance of the draft permit language. Dover and the Coalition continue to collect water quality data & meeting with NHDES, PREP, and EPA to update them on sampling results. Total nitrogen levels in the estuary have continued to drop as Rochester and Dover implemented nitrogen reductions in their wastewater treatment plant effluent.

City of Dover

Revenues of Major Funds May 31, 2017

(General Fund Includes Property Taxes and Education Revenues)

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Uncollected
REVENUES								
1000 General Fund								
Taxes	\$ 76,915,187	\$ 30,568,695	\$ 71,441,374	93.0%	\$ 5,473,813	\$ -	\$ 5,473,813	(7.1)%
Licenses & Permits	5,893,130	652,506	6,005,772	102.0	(112,642)	-	(112,642)	(1.9)
Intergovernmental	2,211,488	131,686	2,191,533	99.0	19,955	-	19,955	0.9
Charges for Services	3,374,057	194,284	3,430,411	102.0	(56,354)	-	(56,354)	(1.7)
Miscellaneous Revenue	586,851	33,596	829,809	141.0	(242,958)	-	(242,958)	(41.4)
Education	19,650,692	823,084	15,851,279	81.0	3,799,413	-	3,799,413	19.3
Operating Transfers In	426,757	-	-	0.0	426,757	-	426,757	100.0
Other Financing Sources	95,000	-	35,616	37.0	59,384	-	59,384	62.5
Sub-total : 1000 General Fund	\$ 109,153,162	\$ 32,403,849	\$ 99,785,795	91.0%	\$ 9,367,367	\$ -	\$ 9,367,367	8.6%
3213 Parking Activity Fund								
Licenses & Permits	\$ 195,720	\$ 17,455	\$ 187,281	96.0%	\$ 8,440	\$ -	\$ 8,440	4.3%
Parking Income	495,000	48,103	481,626	97.0%	13,374	-	13,374	2.7%
Parking Fines	160,000	14,032	152,379	95.0%	7,621	-	7,621	4.8%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 850,720	\$ 79,590	\$ 821,285	97.0%	\$ 29,435	\$ -	\$ 29,435	3.5%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ 4,159	44.0%	\$ 5,397	\$ -	\$ 5,397	56.5%
Charges for Services	930,000	99,107	885,664	95.0%	44,336	-	44,336	4.8%
Miscellaneous Revenue	0	5	255	0.0	(255)	-	(255)	0.0
Other Financing Sources	2,980	-	-	0.0	2,980	-	2,980	100.0
Sub-total : 3320 Residential Solid Waste	\$ 942,536	\$ 99,112	\$ 890,078	94.0%	\$ 52,458	\$ -	\$ 52,458	5.6%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 718,028	\$ 60,083	\$ 648,551	90.0%	\$ 69,477	\$ -	\$ 69,477	9.7%
Operating Transfers In	209,476	9,943	123,958	59.0	85,518	-	85,518	40.8
Sub-total : 3381 McConnell Center	\$ 927,504	\$ 70,026	\$ 772,508	83.0%	\$ 154,996	\$ -	\$ 154,996	16.7%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 420,655	\$ 32,627	\$ 340,277	81.0%	\$ 80,378	\$ -	\$ 80,378	19.1%
Miscellaneous Revenue	15,500	21	6,396	0.4	9,104	-	9,104	58.7
Operating Transfers In	15,500	-	1,250	8.0	14,250	-	14,250	91.9
Other Financing Sources	151,754	-	-	0.0	151,754	-	151,754	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 603,409	\$ 32,648	\$ 347,923	58.0%	\$ 255,486	\$ -	\$ 255,486	42.3%
5300 Water Fund								
Charges for Services	\$ 4,948,191	\$ 583,119	\$ 3,721,404	75.0%	\$ 1,226,787	\$ -	\$ 1,226,787	24.8%
Miscellaneous Revenue	70,500	10,436	98,558	140.0	(28,058)	-	(28,058)	(39.8)
Sub-total : 5300 Water Fund	\$ 5,018,691	\$ 593,555	\$ 3,819,961	76.0%	\$ 1,198,730	\$ -	\$ 1,198,730	23.9%
5320 Sewer Fund								
Intergovernmental	\$ 4,458	\$ 4,458	\$ 4,458	100.0%	\$ -	\$ -	\$ -	0.0%
Charges for Services	6,505,810	821,994	5,182,733	80.0	1,323,077	-	1,323,077	20.3
Miscellaneous Revenue	57,000	9,333	52,070	91.0	4,930	-	4,930	8.6
Other Financing Sources	939,132	-	-	0.0	939,132	-	939,132	100.0
Sub-total : 5320 Sewer Fund	\$ 7,506,400	\$ 835,785	\$ 5,239,261	70.0%	\$ 2,267,139	\$ -	\$ 2,267,139	30.2%
6100 Dovernet Fund								
Charges for Services	\$ 891,162	\$ 129,108	\$ 820,171	92.0%	\$ 70,991	\$ -	\$ 70,991	8.0%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	-	-	-	0.0	0	-	0	0
Other Financing Sources	235,524	-	-	0.0	235,524	-	235,524	100.0
Sub-total : 6100 Dovernet Fund	\$ 1,151,686	\$ 129,108	\$ 820,171	71.0%	\$ 331,515	\$ -	\$ 331,515	28.8%
Total : REVENUES	\$ 126,154,108	\$ 34,243,674	\$ 112,496,981	89.0%	\$ 13,657,127	\$ -	\$ 13,657,127	10.8%

City of Dover

Expenditures of Major Funds

May 31, 2017

(General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 444,459	\$ 14,693	\$ 348,927	79.0%	\$ 95,532	\$ 49,261	\$ 46,272	10.4%
Executive	918,106	50,704	810,523	88.0	107,583	51,092	56,491	6.2
Finance	1,808,151	126,098	1,603,617	89.0	204,534	154,651	49,883	2.8
Planning	661,252	50,430	580,878	88.0	80,374	54,972	25,403	3.8
Misc General Government	1,135,262	65,107	562,244	50.0	573,018	134,268	438,750	38.6
Police	8,537,733	566,054	7,478,329	88.0	1,059,404	584,367	475,037	5.6
Fire & Rescue	8,610,508	595,932	7,665,743	89.0	944,765	601,587	343,178	4.0
Community Service Public Works	6,968,806	295,928	4,639,112	67.0	2,329,694	1,992,033	337,661	4.8
Recreation	2,140,481	137,546	1,816,088	85.0	324,393	151,638	172,755	8.1
Public Library	1,300,849	93,068	1,116,318	86.0	184,531	102,388	82,143	6.3
Public Welfare	836,183	55,391	636,000	76.0	200,183	22,974	177,209	21.2
Debt Service	12,865,680	1,977	5,990,386	47.0	6,875,294	6,465,727	409,567	3.2
Other Financing Sources/Uses	3,521,696	115,210	3,256,487	92.0	265,210	-	265,210	7.5
School	50,890,217	4,858,932	40,080,622	79.0	10,809,595	9,989,655	819,940	1.6
Intergovernmental	8,513,779	-	8,513,779	100.0	-	-	-	0.0
Sub-total : 1000 General Fund	\$ 109,153,162	\$ 7,027,070	\$ 85,099,051	78.0%	\$ 24,054,111	\$ 20,354,614	\$ 3,699,497	3.4%
3213 Parking Activity Fund								
Police	\$ 850,720	\$ 32,041	\$ 435,793	51.0%	\$ 414,927	\$ 107,361	\$ 307,566	36.2%
Sub-total : 3213 Parking Activity Fund	\$ 850,720	\$ 32,041	\$ 435,793	51.2%	\$ 414,927	\$ 107,361	\$ 307,566	36.2%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,020,143	\$ 63,088	\$ 760,489	75.0%	\$ 259,654	\$ 252,229	\$ 7,425	0.7%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,020,143	\$ 63,088	\$ 760,489	74.5%	\$ 259,654	\$ 252,229	\$ 7,425	0.7%
3381 McConnell Center Fund								
Recreation	\$ 931,928	\$ 38,459	\$ 451,708	48.0%	\$ 480,221	\$ 392,026	\$ 88,195	9.5%
Sub-total : 3381 McConnell Center Fund	\$ 931,928	\$ 38,459	\$ 451,708	48.5%	\$ 480,221	\$ 392,026	\$ 88,195	9.5%
3410 Recreation Special Revenue Fund								
Recreation	\$ 616,951	\$ 31,009	\$ 448,705	73.0%	\$ 168,246	\$ 19,816	\$ 148,430	24.1%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 616,951	\$ 31,009	\$ 448,705	72.7%	\$ 168,246	\$ 19,816	\$ 148,430	24.1%
5300 Water Fund								
Community Service Public Works	\$ 5,159,016	\$ 261,608	\$ 4,122,258	80.0%	\$ 1,036,758	\$ 424,682	\$ 612,076	11.9%
Sub-total : 5300 Water Fund	\$ 5,159,016	\$ 261,608	\$ 4,122,258	79.9%	\$ 1,036,758	\$ 424,682	\$ 612,076	11.9%
5320 Sewer Fund								
Community Service Public Works	\$ 7,661,413	\$ 473,306	\$ 5,955,840	78.0%	\$ 1,705,574	\$ 496,453	\$ 1,209,121	15.8%
Sub-total : 5320 Sewer Fund	\$ 7,661,413	\$ 473,306	\$ 5,955,840	77.7%	\$ 1,705,574	\$ 496,453	\$ 1,209,121	15.8%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 1,325,164	\$ 70,095	\$ 750,126	57.0%	\$ 575,038	\$ 164,930	\$ 410,108	30.9%
Sub-total : 6100 Dovernet Fund	\$ 1,325,164	\$ 70,095	\$ 750,126	56.6%	\$ 575,038	\$ 164,930	\$ 410,108	30.9%
Total : EXPENDITURES	\$ 126,718,498	\$ 7,996,676	\$ 98,023,969	77.4%	\$ 28,694,529	\$ 22,212,110	\$ 6,482,419	5.1%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) May 31, 2017

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,305,350	41,201	1,124,161	86.1	181,189	0	181,189	13.9
Expenditures	971,746	54,547	868,570	89.4	103,176	58,681	44,496	4.6
Debt Service								
Principal	291,765	0	50,445	17.3	241,320	0	241,320	82.7
Interest	41,839	0	4,502	10.8	37,337	0	37,337	89.2
	0	(13,346)	200,645	0.0	(200,645)	(58,681)	(141,964)	-

5

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

Workforce-Focused Outcomes

Gordon Couch, Maintenance Mechanic, attended the Backflow Prevention Device Inspector's Training course sponsored by the New England Water Works Association. This three day course was held in Topsham, ME.

Keegan Glidden, Truck Driver, Ryan Needed, Truck Driver, Brent Reardon, Heavy Equipment Operator, John Steves, Truck Driver, and Kevin Sullivan, Truck Driver, attended the Flagger Certification course sponsored by the University of NH Technology Transfer Center. This course was held in Gorham, NH.

Six staff members attended a day-session of the NH Library Association's annual conference on May 4-5. Staff presenters at the conference were Peggy Thrasher, Susan Dunker, and Cathy Beaudoin.

Stewardship: *We service as trusted stewards of the public's financial, environmental, social and physical resources seeking to responsibly utilize, conserve and sustain for current and future generations.*

Officer Lazos, a member of the Crime Scene Unit, attended a full day training with other members of the team on May 17.

Several of the sworn officers completed their annual AR-15 and Glock qualification on May 26. The remainder of the sworn officers will qualify in June.

The Dover Police Department hosted TASER Instructor Certification/Recertification course on May 8-9, 2017. Officer Gaudreault became certified as a TASER instructor and Lieutenant Martinelli, Detectives Travaglini and Carlson and Officer Brown were recertified.

During the week of May 8-12, 2017, Sergeants Nadeau and Collopy attended Motorcycle Crash Investigations course in Concord.

Sergeant Tarmey became certified as a Breath Test Operator for DWI testing on May 9-11, 2017. Officer Caproni was recertified as a Breath Test Operator on May 23, 2017.

The Assistant City Manager completed classes as part of the Certified Public Managers program offered by the State of New Hampshire. This program is designed to educate managers and supervisors on management techniques and policies. May's class was a summary of the previous 11 months of information and the review of the final paper. The paper focused on how the writer's first 100 days as a supervisor would be, knowing all of the material covered in the class.

The Assistant City Manager and Assistant City Planner Benton attended the American Planning Association's National Planning Conference in New York City. While the conference did not have one topic, the focus was spread across the theme of planners working with their communities to improve quality of life, ease transportation concerns and work to integrate environmental elements and economic development tools with recreational and healthy living opportunities.

Ann Legere, Purchasing Agent, attended an NHMA education session on managing risk and liability.

Library staff attended webinars: Downloadable audios and ebooks, Flipster digital magazines, 21st century Readers' Advisory service, and five Koha training sessions.



May saw many trainings occurring though the most noteworthy was the emphasis on fire skills training for the four shifts occurring as an unusual opportunity presented, which was a several week timeframe where buildings scheduled for demolition were available on Central Avenue adjacent to Merry Street to train in and on. This is the location that a new pet food store will be built on in the coming months, replacing the existing buildings on that property. Each of the four shifts trained in these buildings practicing various skill sets based on what each shifts particular needs were. The photo series left show B-Shift firefighters practicing a core skill which is vertical ventilation. Often, fire conditions in a building dictate that a ventilation hole be cut in the roof, which releases the trapped heat and fire in the roof system. Once the trapped heat and fire have a place to be directed, extinguishment is much easier as searching for trapped victims is much safer and faster as the smoke layer often moves from the level of the floor to a couple feet above the floor level once ventilation occurs. Experience firefighters operating inside a building during a

fire know immediately when a roof has been ventilated as conditions change quickly and noticeably. This job task is one of the most dangerous job tasks in firefighting because crews are actually working above the fire. It is a specialized job tasks requiring specialized equipment and skill sets such as working off of an aerial ladder (which is the first photo), or after using the aerial ladder to gain access to the roof, the placement of what is called a roof ladder which is a special ladder with hooks that grasp the top of the roof ridge. Then the hole must be cut with a chainsaw or an ax (photo two) followed by the creation of the vent (photo 3). All of this is done while wearing full gear and breathing apparatus which weighs 45 pounds on average, which emphasizes the need for a high level physical fitness in firefighters.

Daniel Lynch, Finance Director, participated in a Webinar presented by the City's Financial Advisor, PFM, on the new IRS Bond Issue Pricing Definition Rules.

Ann Legere, Purchasing Agent attended the Primex Annual Conference held on May 10th and 11th as part of the Emerging Leaders program.

Daniel Lynch, Finance Director and Julie Labonte, Treasurer, attended the New Hampshire Government Finance Officers Association 2017 Annual Conference held on May 4th and 5th. Topic areas included Fraud prevention, GASB update, Acceptance of Credit Card Payments, Financial Data Model/Transparency of Fiscal Information, DRA MS Tax Rate Setting Forms.

City Attorney Blenkinsop attended two programs through NHMA. One being the 2017 Employment Law Update and the other being the 2017 Municipal Liability and Immunity Workshop.

Attorney Blenkinsop also attended Planning & Zoning & Ethics for In House Counsel through NH Bar Association.

Ryan Neenan, Truck Driver, and Kevin Sullivan, Truck Driver, attended the Drainage, Drainage course sponsored by the University of NH Technology Transfer Center. This course was held in Plymouth, NH.

"We are what we repeatedly do. Excellence then, is not an act, but a habit."

-Aristotle

Dover Youth to Youth member Hannah Martuscello was honored recently as the 2017 Eastern States Youth Advocate of the Year by the Washington, DC-based Campaign for Tobacco Free Kids. Hannah was one of 5 regional winners from around the US who attended a large gala banquet in Washington on May 10th. The award is accompanied by a \$2,500 scholarship for college and a \$500 prevention grant for Dover Youth to Youth.



Pictured left, Y2Y member Hannah Martuscello is shown receiving the Eastern Region Youth Advocate of the Year Award from Matt Meyers, executive director of the Campaign for Tobacco Free Kids in Washington, DC in May.

On May 19, 2017, the Sergeant Pettingill along with other members of the CREU attended a law enforcement appreciation luncheon at Maple Suites Assisted Living. The luncheon is annual event hosted by Maple Suites during law enforcement appreciation week, in which members of the police department are invited to a sit down luncheon with the residents of Maple Suites.

Also very noteworthy in May, Fire and Rescue would like to congratulate firefighter Stephen Thunstrum for completing all classroom requirements and graduating from the New England EMS Institute paramedic program that has occupied his time greatly for the last 18 months.

Much of this time for paramedic class is conducted in an off-duty capacity and is a huge commitment by the student. What is next for Steve is to complete a number of skill requirements on our ambulances and in our local hospitals over the summer before taking the National Registry of EMTs paramedic exam. Congratulations Steve, you're almost there!



Gordon Couch, Maintenance Mechanic, attended the Backflow Prevention Device Inspector's Training course sponsored by the New England Water Works Association. This three day course was held in Topsham, ME.

Keegan Glidden, Truck Driver, Ryan Needed, Truck Driver, Brent Reardon, Heavy Equipment Operator, John Steves, Truck Driver, and Kevin Sullivan, Truck Driver, attended the Flagger Certification course sponsored by the University of NH Technology Transfer Center. This course was held in Gorham, NH.

Six staff members attended a day-session of the NH Library Association's annual conference on May 4-5. Staff presenters at the conference were Peggy Thrasher, Susan Dunker, and Cathy Beaudoin.

Employment:

Separations – 8
(1 – Police, 7 - Rec)

New Hires – 6
(2 – Fire, 4 - Rec)

Stewardship: We service as trusted stewards of the public's financial, environmental, social and physical resources seeking to responsibly utilize, conserve and sustain for current and future generations.

Congratulations!

May Anniversaries

Employee Name	Years of Service	Employee Name	Years of Service
Weston, Reid A	1	Moore, Michael T	18
Staiti, Thomas M JR	2	Powers, Arnold S	18
Blackden, Vickie L	3	Speidel, Marn E	18
Kinevich, Aidan	3	Steele, Douglas W	18
Camire, Glen L	5	Vermette, Raymond	18
Downs, Robert	6	Anderson, Linda A	19
Duquette, David	6	Legere, Ann M	19
Reynolds, Alexander J	6	Moore, Doris E	19
Martuscello, Molly	7	Shepherd, Richard W	22
Lang, Paul E	8	Young, Melissa A	22
Vansylvong, Thavone	8	Bortz, Brian D	28
Anderson, Nancy T	10	Crowley, Leon E	28
Driscoll, Brendan C	12	Rowe, Laura L	39
Dove, Annie L	14		
Langley, Donna L	16		
Johnstone, Allan	18		

The Dover Main Street hosted a block party downtown to encourage shoppers and diners to come out even though construction is still underway

www.dover.nh.gov

"First in NH, First for You."



Dover Teen Center Director Steve Pappajohn works with Liam and Brennan Mask, sons of Detective Sean Mask, to spread mulch next to the police department on Dover Pride Cleanup Day.



Members of local law enforcement including several from the Dover Police Department participate in the Special Olympics Law Enforcement Torch Run.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: McConnell Center, Room 306
Meeting Date: **Wednesday, June 7, 2017**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Shanahan led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Gagnon, Councilor Gasses, Councilor Greenshields, Councilor Shanahan, and Councilor Thibodeaux.

Absent: Councilor O'Connor

Also Present: City Manager Joyal, General Legal Counsel Blenkinsop, and City Clerk Lavertu.

5. CITIZEN'S FORUM

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

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

Councilor Shanahan moved to switch Items 6.A. and Item 6.B. on the agenda; seconded by Councilor Thibodeaux.

Vote: 8/0.

6. DISCUSSIONS

A. ROLLINSFORD/DOVER TOWN LINE

General Legal Counsel Blenkinsop gave background information to the Council regarding the boundary between Dover and Rollinsford along Oak Street and Broadway, and the memorandum of agreements regarding road maintenance and snow plowing. He introduced Kevin McEneaney of McEneaney Survey Associates, Inc., to go over the details of the municipal boundary with the Council.

Mr. McEneaney gave an overview on the history of the Dover/Rollinsford Line to the Council, and discussed his survey work in the area.

General Legal Counsel Blenkinsop said he will be bring a resolution forward to formalize this agreement, as will Rollinsford, and file appropriately with the State.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: McConnell Center, Room 306
Meeting Date: **Wednesday, June 7, 2017**
Meeting Time: **7:00 pm**

B. CABLE FRANCHISE AGREEMENT RENEWAL

City Manager Joyal gave an overview regarding the negotiations with Comcast. He said that have reached a tentative agreement for a 10 year term. He said it includes assistance from Comcast to outfit the High School studio, extends service to new businesses and the business parks, adding high definition, and adjusts the franchise fee for school to 4%. He said the agreement continues the \$25,000 annual technology grant, a third educational channel that the City may start using with the new High School studio, available to all in service area, and courtesy cable services. He listed a few issues that are still be discussed. He asked Michael Gillis, Media Services Coordinator, to give an overview of the survey results to the Council.

Mr. Gillis gave an overview of the survey results to the Council. He introduced Brian Christiansen, Senior Manager for Comcast.

The Council discussed and asked questions regarding negotiations and services from Comcast.

7. ADJOURNMENT

Councilor Greenshields moved to adjourn; seconded by Councilor Shanahan.
Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 14, 2017**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Gagnon led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Gagnon, Councilor Gasses, Councilor Greenshields, Councilor O'Connor, Councilor Shanahan, and Councilor Thibodeaux.

Also Present: City Manager Joyal and City Clerk Lavertu.

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Deputy Mayor Carrier move to approve the Agenda as presented; seconded by Councilor O'Connor.

Vote: 9/0.

7. PUBLIC HEARINGS

8. CITIZEN'S FORUM

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

Debra Conroy, 141 Sixth Street, President of the Dover Paraprofessionals' Association:

She spoke in favor of the resolution regarding the Collective Bargaining Agreement – Dover Paraeducators' Association.

Katherine Spencer, 33 Maple Street, Vice-President of the Dover Teachers' Union:

She spoke in favor of the resolution regarding the Collective Bargaining Agreement – Dover Teachers' Union.

Eric Schlapak, 15 Ezra's Way, Secretary of the Dover Teacher's Union: He spoke in favor of the resolution regarding the Collective Bargaining Agreement – Dover Teachers' Union.

Carolyn Mebert, 254 Dover Point Road, School Board Member: She spoke in favor of the two resolutions regarding the Collective Bargaining Agreement – Dover Teachers' Union and Collective Bargaining Agreement – Dover Paraeducators' Association.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 14, 2017**
Meeting Time: **7:00 pm**

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He gave an overview on the following items with the Council: a \$20,000 emergency purchase order for a pump at the Varney Brook Pump Station, Central Avenue Bridge Update, and the Unlicensed Dog List. City Clerk Lavertu gave an overview of the confidential list of unlicensed dogs, and upcoming Dog Warrant resolution.

City Manager Joyal also gave an overview on line and crosswalk striping. He recognized City Planner Steve Bird for receiving an award from the New Hampshire Coastal Adaption Work Group.

Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Greenshields.

Vote: 9/0.

10. APPROVAL OF MINUTES

A. May 24, 2017 – Regular Meeting

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor Gagnon.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston gave an overview of events and meetings she attended, including ribbon cuttings.

Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **BLOCK PARTY – City of Dover Recreation Department**
2. **RAFFLE – Dover Little Green Football, Inc.**
3. **TAG – Dover Little Green Football, Inc.**
4. **B15060 ADDITIONAL DESIGN SERVICES FOR WATERFRONT DEVELOPMENT PHASE III**
SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 14, 2017**
Meeting Time: **7:00 pm**

5. B17022 TAX ASSESSING AND DATA COLLECTION SERVICES

SPONSORED BY MAYOR WESTON BY REQUEST

6. CONSULTANT FOR CODIFICATION SERVICES

SPONSORED BY MAYOR WESTON BY REQUEST

7. B17027 VARIOUS CHEMICALS

SPONSORED BY MAYOR WESTON BY REQUEST

8. B17052 CRACK SEALING SERVICES

SPONSORED BY MAYOR WESTON BY REQUEST

9. B17053 CATCH BASIN CLEANING SERVICES

SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 11. Pool Advisory Committee |
| 2. Planning Board | 12. Recreation Advisory Board |
| 3. Appointments Committee | 13. Solid Waste Advisory Commission |
| 4. Arena Commission | 14. Transportation Advisory Commission |
| 5. Arts Commission | 15. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 6. Legislative Liaison | 16. Joint Building Committee – Garrison Elementary School |
| 7. Library Board of Trustees | 17. Dover Main Street |
| 8. McConnell Center Advisory Committee | 18. Dover's 400 th Anniversary Committee |
| 9. Ordinance Committee | |
| 10. Parking Commission | |

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor Ciotti.

Mayor Weston asked the Council if they had items they would like pulled for further discussion. Councilor Thibodeaux pulled Items 13.A.4., 13.A.5., and 13.A.7.

Councilor Shanahan pulled Item 13.A.6.

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

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.4.; seconded by Councilor Thibodeaux.

City Planner Bird gave an overview of the Resolution to the Council.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.5.; seconded by Councilor Shanahan.

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

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.6.; seconded by Councilor Shanahan.

City Manager Joyal gave an overview of the proposed process to the Council.

Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 14, 2017**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier moved for the adoption of Item. 13.A.7.; seconded by Councilor Thibodeaux. City Manager Joyal gave an overview of the process to the Council.
Roll Call Vote: 9/0.

B. RESOLUTIONS

1. ESTABLISHMENT OF TRUST FUND FOR DHS-CTC BUILDING PROJECT SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor. Finance Director Lynch gave an overview of the bond protective language in the Resolution.

Roll Call Vote: 9/0.

2. COLLECTIVE BARGAINING AGREEMENT – DOVER PARAEDUCATORS' ASSOCIATION (DPA) SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Ciotti. Mayor Weston gave an overview of the impact for this Resolution.

Roll Call Vote: 9/0.

3. COLLECTIVE BARGAINING AGREEMENT – DOVER TEACHERS' UNION (DTU) SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Shanahan. Mayor Weston gave an overview of the impact for this Resolution.

Roll Call Vote: 9/0.

4. FISCAL YEAR 2017 TRANSFER OF APPROPRIATION – GENERAL FUND SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Shanahan. Mayor Weston gave an overview of the Resolution to the Council.

Roll Call Vote: 9/0.

5. APPROVAL OF SECOND AMENDMENT TO NOVEMBER 28, 2007 CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF DOVER, NEW HAMPSHIRE AND COMCAST OF MAINE/NEW HAMPSHIRE, INC. (TO BE REFERRED TO A PUBLIC HEARING ON JUNE 28, 2017) SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a Public Hearing on June 28, 2017; seconded by Councilor Gagnon.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, June 14, 2017**
Meeting Time: **7:00 pm**

**6. APPROPRIATION OF ARENA CAPITAL RESERVE FUNDS FOR HOT WATER HEATER PURCHASE
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 28, 2017)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a Public Hearing on June 28, 2017; seconded by Councilor Ciotti.
Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Greenshields spoke about joining forces with other communities across the country in supporting the Paris Climate Accord.

City Manager Joyal gave an overview of the City's involvement with climate concerns, and he didn't see any issues at this time. He said the City will not commit until they truly know its obligation.

Councilor Gagnon gave a shout out to Max, a 7-year old viewer of City Council meetings.

Councilor Gasses congratulated the 2017 Dover High School Graduates.

Councilor O'Connor started a discussion about vehicular traffic not stopping for people in crosswalks, and asked people to pay attention to their surroundings.

Councilor Shanahan spoke about the School Board meeting and their discussion on the Budget. Mayor Weston also spoke about the School Board meeting discussions, and just reminded the citizens that the Council asked the School Board to come to the City with a tax cap budget, which they did not. She said the Council worked hard to help them as much as they could. She said she has spoken with Senator Watters and the State Legislature will be voting on the State's budget next week.

Mayor Weston said she is starting the process for the City Manager's evaluation, and added that the City Manager will be sending the Council his self-evaluation.

16. ADJOURNMENT

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R -2017.06.14 – 065**
Resolution Re: **Approval of Second Amendment to November 28, 2007 Cable Television Franchise Agreement Between the City of Dover, New Hampshire and Comcast of Maine/New Hampshire, Inc.**

WHEREAS: The City of Dover entered into a Cable Television Franchise Renewal Agreement (the "Agreement") with Comcast of Maine/New Hampshire, Inc. ("Comcast") for a ten year period, which commenced on November 28, 2007; and

WHEREAS: Pursuant to its terms, the Agreement will expire on November 27, 2017; and

WHEREAS: Section 9.4 of the Agreement authorizes amendment by written agreement; and

WHEREAS: The City Council is authorized to amend the Agreement pursuant to RSA 53-C: and

WHEREAS: The City of Dover and Comcast now wish to enter into a Second Amendment to the Agreement to extend the Agreement another ten years to November 27, 2027, to increase the franchise fee to 4%, and to make other minor changes to the Agreement.

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

That the City Manager is authorized to sign the Second Amendment to the November 28, 2007 Cable Television Franchise Renewal Agreement Between the City of Dover, New Hampshire and Comcast of Maine/New Hampshire, Inc., to extend the Agreement another ten years to November 27, 2027, to increase the franchise fee to 4%, and to make other minor changes to the Agreement.

TO BE REFERRED TO A PUBLIC HEARING ON JUNE 28, 2017

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal
Form and Compliance:

Anthony Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 12.C.1.	
Resolution Number: R -2017.06.14 – 065 Resolution Re: Approval of Second Amendment to November 28, 2007 Cable Television Franchise Agreement Between the City of Dover, New Hampshire and Comcast of Maine/New Hampshire, Inc.		

DOCUMENT HISTORY:

First Reading Date: 06/14/2017	Public Hearing Date: 06/28/2017
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The November 28, 2007 Cable Television Franchise Renewal Agreement between the City of Dover and Comcast of Maine/New Hampshire, Inc. is due to expire on November 27, 2017. The parties wish to enter into a Second Amendment to the November 28, 2007 Cable Television Franchise Renewal Agreement to extend the Agreement to November 2027, increase the franchise fee to 4% and make other minor changes to the Agreement.

Please see November 28, 2007 Cable Television Franchise Agreement, First Amendment, Draft Second Amendment, and Comcast letters dated April 19, 2017 and April 21, 2017.



To: Clerk for Book
: Allan Kraus
: John D. Connor.
2/5/08 CB

Carol A. Murray
676 Island Pond Road
Manchester, NH 03109
Phone: 603-695-1490
Fax: 603-628-3303

February 1, 2008

VIA OVERNIGHT MAIL

City Manager
Dover City Hall
City of Dover
288 Central Avenue
Dover, NH 03820

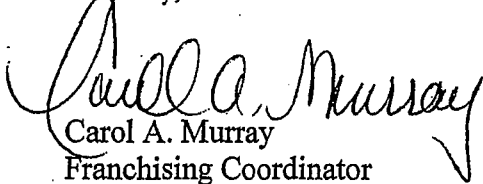
Re: Dover, New Hampshire Cable Television Renewal License:

Dear Mr. Joyal:

Enclosed please find three fully executed originals of the Cable Television Renewal License between the City of Dover and Comcast of Maine/New Hampshire, Inc. As you know, the term is for a ten year period, which commenced on November 28, 2007.

If you have any questions, please feel free to contact me at 603.695.1490.

Sincerely,


Carol A. Murray
Franchising Coordinator

/cam

Enc.

cc: ~~Cable Advisory Committee~~, c/o Dover Town Hall
Nick Leuci – Comcast Vice President of Franchising & Community Relations (4th original)
John Fouhy – Comcast Sr. Director of Government & Community Relations (5th original)
~~Bryan Christiansen~~ – Comcast Manager of Government & Community Relations
Comcast Local Accounting Department
Comcast Corporate Government Affairs Department
New Hampshire Secretary of State



Comcast Cable
54 Regional Drive
Concord, NH 03301

December 5, 2007

Members of the City Council
City of Dover
288 Central Avenue
Dover, NH 03820

Dear Members of the Council,

The purpose of this letter is to outline: (1) the continuation of courtesy high speed Internet services in the City of Dover for Dover schools and libraries and (2) the continued provision of cable services to Dover municipal facilities, schools and libraries. Comcast's decision to offer and continue the Education Connections program for high speed Internet services is voluntary, although the provision of cable services to municipal locations is part of the Cable Television Franchise Renewal Agreement, recently signed.

Education Connections Program

Our current Education Connections Program provides that in every community where Comcast offers high-speed Internet service, K-12 public schools, libraries and qualifying private schools will receive free Internet service. The current Education Connections Program provides the following free services: high-speed Internet service and installation, up to 7 email accounts, and technical support. Comcast plans to continue to offer these opportunities to the Dover Schools and Library.

Cable Services to Municipal and School Buildings

Comcast will continue to provide courtesy cable services to the City to all municipal and school buildings listed in Exhibit A to the Cable Television Franchise Renewal Agreement, including the basic tier of services and national weather and news channels.

If you have any questions, please do not hesitate to contact me.

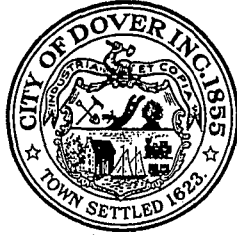
Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Christiansen", written over a horizontal line.

Bryan Christiansen
Manager of Government & Community Relations

cc: J. Michael Joyal, City Manager
Katherine B. Miller, Esq

J. MICHAEL JOYAL, JR.
City Manager
m.joyal@ci.dover.nh.us



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6023
Fax: (603) 516-6049
www.ci.dover.nh.us

City of Dover, New Hampshire

November 28, 2007 OFFICE OF THE CITY MANAGER

Kevin Casey, President
NorthCentral Division
COMCAST
Manchester, NH 03109

Re: Understanding on Purchase of Information Services from
Comcast for the Duration of the Cable Franchise
Renewal Agreement

Dear Mr. Casey:

This letter shall memorialize the understanding of the City of Dover and Comcast regarding the cable franchise renewal agreement executed on November 28, 2007 by the Dover City Council, and the contracts for information services to be executed by the City of Dover for Comcast information services.

It is understood that, in connection with the Cable Franchise Renewal Agreement, including, without limitation, the Technology Fund in Section 6.6 of that Franchise Renewal Agreement, the City of Dover will contract with Comcast for the provision of approximately \$20,000 - \$25,000 worth of information services annually. As long as the City of Dover

continues contracts for information services in roughly the amount indicated above, the cost of the Technology Fund specified in Section 6.6 of the Franchise Renewal Agreement shall not be passed through to cable subscribers in Dover. If the City of Dover discontinues the purchase of information services in the approximate amount of \$20,000 - \$25,000 annually, the City and Comcast agree to negotiate an amendment to the Cable Franchise Renewal Agreement, Section 6.6, that either would permit the City to decline the receipt of the Technology Fund moneys or would permit Comcast to pass through to cable subscribers the costs of that Technology Fund.

The purchase of information services as described herein shall not supersede, replace or otherwise impact the provisions the courtesy high speed internet connections Comcast has voluntarily provided in the past to the City of Dover for schools and public libraries and which Comcast will continue to provide voluntarily pursuant to a side letter executed simultaneously with the Cable Franchise Renewal Agreement.

Furthermore, the parties agree that the information services that are the subject of the initial contracts between the City and Comcast may be modified and changed over time, as the needs of the City for information services change during the

CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT

BETWEEN

THE CITY OF DOVER, NEW HAMPSHIRE

AND

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

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**CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT
BETWEEN THE CITY OF DOVER, NEW HAMPSHIRE
AND
COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

WHEREAS, Comcast of Maine/New Hampshire, Inc., (hereinafter "Comcast" or "Franchisee") is the duly authorized holder of a Franchise to operate a cable system in the City of Dover (hereinafter "City"), said Franchise having originally commenced on April 15, 1971; and

WHEREAS, Comcast filed a written request for renewal of its Franchise by letter dated June 12, 2003 in conformity with the Cable Act; and

WHEREAS, there has been an opportunity for public comment, as described by Section 626(h) of the Cable Act; and

WHEREAS, the City Council, as the Franchising Authority, finds that the renewal of Comcast's Franchise is appropriate in light of its past performance, compliance with the terms of its existing Franchise, and based on the City Council's finding that the terms contained in Comcast's Franchise Renewal Agreement meet the future cable-related needs of the City of Dover; and

WHEREAS, the City Council has determined that such a Renewal Franchise can contribute significantly to the cable-related needs and interests of the City and its residents and institutions;

NOW THEREFORE, after due and full consideration, the City Council and Comcast agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE I

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal Franchise shall have the following meanings; however, any term not included in the following definitions which is otherwise defined in FCC rules and/or regulations, or by federal law as of the Effective Date of this Renewal Franchise, shall be incorporated herein by reference:

(a) Access Channel: The use of one or more video channel(s) owned by the Franchisee and made available to the City of Dover without charge, for the purpose of transmitting governmental and educational Access Programming to Subscribers.

(b) Access Programming: (i) "Educational": Non-commercial programming produced by the City of Dover Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) "Governmental": Non-commercial programming produced by City of Dover departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems.

(c) Affiliate or Affiliated Person: A Person that owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.

(d) Basic Broadcast Service: That service tier which includes at a minimum the retransmission of local television broadcast signals and Access Channels in accordance with the Cable Act.

(e) Cable Act: Title VI of the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, codified at 47 U.S.C. §521 et seq. and as may be further amended.

(f) Cable Service: The one-way transmission to Subscribers of (i) video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection of such video Programming or other Programming service.

(g) Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City of Dover, NH.

(h) Drop: The coaxial cable that connects a home or building to the Cable System.

(i) Effective Date: November 28, 2007

(j) FCC: Federal Communications Commission, or successor governmental entity thereto.

(k) Franchisee: Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise Agreement.

(l) Franchise or Franchise Agreement: The initial authorization or renewal thereof issued by a Franchising Authority which authorizes the construction and/or operation of a Cable System.

(m) Franchise Authority or Franchising Authority: The City Council of the City of Dover, New Hampshire, or its duly authorized designee per Section 9.6, in accordance with applicable federal and state law.

(n) Franchise Fee: The payments to be made to the Franchise Authority or other governmental entity which shall have the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(o) Gross Annual Revenues: All revenue received by the Franchisee that is derived from the operation of the Cable System within the City for the provision of Cable Services. Gross Annual Revenues shall include, without limitation, all Subscriber Cable Service monthly fees, installation and reconnection fees, monthly pay, pay-per-view and on demand services, Cable Service equipment rental, leases or sales, if any; all other Cable Service fees; downgrade, upgrade and any similar fees; advertising revenues; home shopping revenues; and any fees paid for channels designated for commercial use. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall not include bad debt expense. Gross Annual Revenues shall not include any fee or tax on services furnished by Franchisee and

paid to any governmental entity and collected by the Franchisee on behalf of such entity, nor shall Gross Annual Revenues include any fees on franchise fees.

(p) Leased Channel or Leased Access: A video channel designated for leased access services, which the Franchisee shall make available pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(q) Outlet: An interior or exterior receptacle that connects television sets to the Cable System.

(r) Person: Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(s) Private Roads: Private rights of way or non-public roadways not classified as highways by Chapter 231 of the Revised Statutes Annotated of New Hampshire which provide access to two or more free-standing, non-connected residential buildings as residential buildings.

(t) Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(u) Public Way: The surface of, and the space above and below, any public street, road, highway, freeway, bridge, lane, path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right of way, including, but not limited to, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the Franchise Authority and which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the service area for the purpose of public travel, or for compatible uses, and shall include other easements or rights of way.

(v) Renewal Franchise or Renewal Franchise Agreement: The Franchise Agreement granted herein and any amendments thereto.

(w) Subscriber: Any Person, firm, company, municipality, corporation or other entity lawfully receiving Cable Services from the Franchisee.

(x) City: The City of Dover, New Hampshire.

(y) Upstream Link: A dedicated fiber or coaxial cable connection transporting video signals from originating points to a head-end or sub-headend.

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of the Cable Act and RSA 53-C of the laws of New Hampshire, as amended from time to time, the City Council, acting as the Franchising Authority, hereby grants a non-exclusive Renewal Franchise to Franchisee authorizing and permitting said Franchisee to construct, upgrade, operate and maintain a Cable System within the municipal limits of the City of Dover. Nothing in this Renewal Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by law.

(b) The Renewal Franchise is granted under and in compliance with and subject to the Cable Act and New Hampshire RSA Chapter 53-C, and in compliance with all rules and regulations of the FCC and all other applicable rules and regulations in force and effect during the period for which this Renewal Franchise Agreement is granted. The City specifically reserves all authority granted it under (i) RSA 231:160 et. seq. to manage, regulate and control the public right-of-way and (ii) RSA 33:3-g, provided that the exercise of such authority does not conflict with the rights granted herein or with the rights of the Franchisee under federal and state law.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in the Public Ways and other public places and property under the jurisdiction of the City, including other property over which the City has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data or other signals in accordance with the laws of the United States of America and the State of New Hampshire.

SECTION 2.2 - DURATION OF RENEWAL FRANCHISE

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years commencing on November 28, 2007 and shall terminate at midnight on November 27, 2017. The term of this Renewal Franchise is subject to all provisions of New Hampshire law and applicable federal law; as such laws may be from time to time amended.

SECTION 2.3 - RENEWAL OF RENEWAL FRANCHISE

The renewal of this Renewal Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

SECTION 2.4 - FRANCHISE FEE

(a) The Franchisee shall pay to the City a Franchise Fee in an amount not to exceed three percent (3%) of the Franchisee's Gross Annual Revenues through the end of the 2008 calendar year, and two and three-quarters percent (2.75%) of the Franchisee's Gross Annual Revenues for the remainder of the duration of this Renewal Franchise. Such Franchise Fee shall go into effect ninety (90) days after the Effective Date of the Renewal Franchise Agreement. The Franchise Fee payment shall be made quarterly within sixty (60) days after the end of the Franchisee's fiscal quarters for the preceding quarter.

(b) Should the Franchisee change its fiscal year, it shall notify the Franchise Authority in writing of such change ninety (90) days prior to the effective date of such change.

(c) Each payment shall be accompanied by the statement certifying the factual basis for payment, including a break-down by category of Franchisee's Gross Annual Revenues upon which such payment is based. The Franchise Authority may designate in writing one or more particular Franchise Authority accounts or funds, including any non-capital reserve fund duly established, to be used for the dissemination of public information and governmental and educational communications, to which the Franchisee shall direct Franchise Fees due hereunder.

(d) In accordance with Section 622(b) of the Cable Act (47 U.S.C. §542(b)), the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise Agreement and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that five percent (5%) shall include (i) the Franchise Fee

described in Section 2.4(a) above, and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act (47 U.S.C. §542(g)(1)), but shall not include: (i) any capital costs incurred by the Franchisee for construction of origination locations and return line pursuant to Section 6.1; (ii) any interest due herein to the Franchise Authority because of late payments; (iii) any requirements or charge incidental to the awarding or enforcing or renewal of the Renewal Franchise Agreement including payments for bonds and insurance; or (iv) any other exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act, 47 U.S.C. §542(g)(2).

(e) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Renewal Franchise. All amounts paid shall be subject to audit and recomputation by the City, which shall be based on the Franchisee's fiscal year and shall occur in no event later than one year after the Franchise Fees are tendered with respect to such fiscal year.

(f) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty (30) days after a written request from the Franchising Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. In the event that the audit and recomputation determines that an additional fee is owed to the City, the Franchisee shall contribute to the costs of such audit up to one thousand dollars (\$1,000). The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

(g) The Franchise Authority agrees to protect any proprietary information supplied to it in accordance with Section 9.8.

SECTION 2.5 - TRANSFER OR ASSIGNMENT

(a) Neither the Franchisee nor any other Person may Transfer this Renewal Franchise or Control thereof without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No such consent shall be required, however, for (i) a Transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in this Renewal Franchise in order to secure indebtedness, or (ii) a Transfer to an entity owned and/or Controlled by the principal parents of Franchisee, a parent corporation, a subsidiary or Affiliate corporation of a parent company or subsidiary or Affiliate corporation of Franchisee. Franchisee shall, however, provide the Franchising Authority with notice of any such transaction.

(b) Within thirty (30) days of receiving a request for Transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. The Franchising Authority may, in its discretion, conduct a public hearing on the request for Transfer. If the Franchising Authority has not taken action on the Franchisee's request for Transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

(c) As used in this Section 2.5, "Control" means the ability to direct the policies and management of the Franchisee. As used in this Section 2.5, "Transfer" means the disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise of the ownership or control of the Cable System or the Renewal Franchise granted herein to a Person.

SECTION 2.6 – EFFECT OF UNAUTHORIZED ACTION

The taking of any action in violation of Section 2.5 shall be null and void and shall be deemed a material breach of this Renewal Franchise, and the provisions of Sections 8.5 and 8.6 shall apply.

SECTION 2.7 – NO WAIVER OF RIGHTS

(a) The consent or approval of the Franchising Authority to any Transfer of the Renewal Franchise shall not constitute a waiver or release of the rights of the City in and to the

Public Ways or any other rights of the City under this Renewal Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

(b) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

SECTION 2.8 – NON-EXCLUSIVITY AND EQUAL PROTECTION PROVISION [See RSA 53-C:3-b]

(a) The right to use and occupy the Public Ways and public places in the City shall not be exclusive, provided that pursuant to RSA Chapter 53-C and consistent with federal law, the Franchising Authority shall not grant any additional Franchises for Cable Service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing Franchise within such municipality.

(b) In the event that the Franchisee believes that any additional cable television Franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee may request, in writing, that the Franchising Authority convene a hearing. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional cable television franchise(s) are on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that any such additional cable television Franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal Franchise within reasonable time.

(d) The issuance of additional Franchise(s) shall be subject to applicable federal law(s), and RSA §53-C:3-b and applicable regulations promulgated thereunder.

(e) In the event that the Franchisee demonstrates that an existing or future Cable Service provider in the City has been provided relief by the Franchising Authority from any obligation of its Franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Renewal Franchise. The Franchising Authority shall convene a public hearing on the issue. Franchisee shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any existing or future service providers in the City have been provided relief by the Franchising Authority from any obligation of its cable television Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

SECTION 2.9 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on Public Ways, provided the Franchisee secures permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. Franchisee may erect its own poles and install its own conduit, with approval of the location of such installation by the City, pursuant to law, which approval shall not be unreasonably withheld. The Franchising Authority grants Franchisee equal standing with the power and telephone utilities in the matter of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the City to determine the location of all installations in the Public Ways, and subject to the City's lawful use of the Public Ways.

SECTION 2.10 - POLICE AND REGULATORY POWERS

Franchisee's rights are subject to the powers of the City to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are

of general applicability and not specific to the Cable System, the Franchisee, or this Renewal Franchise, including ordinances and regulations pertaining to management, control and regulation of public rights-of-way but only to the extent authorized or allowed by state law and federal law, and to the extent such exercise does not conflict with the exercise by Franchisee of the rights granted hereunder. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the Franchising Authority's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS

SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS

(a) Service Area: Subject to Section 3.1(c) below, the Franchisee shall, upon request, make Cable Service available to residents in dwelling units on Public Ways and Private Roads.

(b) Existing Residences/Areas Currently Zoned Residential: Within twelve (12) months of the Effective Date, the Franchisee shall make Cable Service available to every residential dwelling unit currently in existence within areas of the City zoned for residential use on the Effective Date, including, but not limited to, those on Gulf Road, Baer Road, Three Rivers Farm Road, Glen Hill Road, and Drew Road.

(c) Existing Residences/Areas Zoned Residential After Effective Date: For any areas not zoned for residential use on the Effective Date, Franchisee shall make Cable Service available to residences in existence on the Effective Date in such areas where the minimum density is at least fifteen (15) dwelling units per aerial mile and fifteen (15) dwelling units per underground mile, within five (5) months of notice, taking into account and subject to permitting requirements, weather, force majeure, performance of make ready, and the ability to obtain all necessary easements at no cost to the Franchisee, provided, however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act.

(d) New Construction/Development: In the case of new construction or property development where utilities are to be placed aurally or underground, or of the installation of conduit for the location of utilities, the utility, the developer or the property owner shall give Franchisee reasonable notice of not less than sixty (60) days prior to such construction or development, and, if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense, or as otherwise agreed by the parties. Franchisee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service

to the development shall be borne by the developer or property owner. The City shall develop and adopt appropriate subdivision regulations or administrative procedures to require notice as described above to Franchisee. Service shall be made available to newly constructed areas, within five (5) months of notice, taking into account and subject to permitting requirements, weather, force majeure, performance of make ready, and the ability to obtain all necessary easements at no cost to the Franchisee.

SECTION 3.2 - SUBSCRIBER CONNECTION

(a) Standard Installation: Installation costs shall conform with the Cable Act and regulations thereunder, as they may be amended. Any dwelling unit within two hundred feet (200 ft.) aerial or two hundred feet (200 ft.) underground of the cable plant shall be entitled to a standard installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.).

(b) Non-Standard Installations: Installations of more than two hundred feet (200 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For underground installations more than two hundred feet (200 ft.), not involving a hard surface, the first two hundred feet (200 ft.) shall be at the standard installation rate.

(c) Time for Installation: Subject to the requirements and timetables provided in Section 3.1 above:

(i) Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred feet (200') of the Cable System;

(ii) For non-Standard Installations (greater than two hundred feet (200')), the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations, and

(iii) For non-Standard Installations (greater than two hundred feet (200')), the Franchisee shall offer said service within one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

SECTION 3.3 - CABLE SYSTEM

- (a) The Franchisee commits to maintaining a minimum 750MHz Cable System.
- (b) The Cable System shall be designed and constructed so that television station broadcast signals received by the Franchisee in stereo shall be transmitted to Subscribers in stereo. Consistent with 47 U.S.C. §534(b), Franchisee shall comply with all regulations regarding the transmission of advanced television signals.
- (c) Notifications to customers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. part 76, at Sections 76.1602, 76.1603 and 76.1619, as they may be amended. These regulations are attached hereto and incorporated herein at **Exhibit E**.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

- (a) Pursuant to federal law and upon request, and at no separate additional charge, the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.
- (b) If the Subscriber chooses to use a converter to achieve the parental control capability, Franchisee may charge Subscriber for use of the converter.

SECTION 3.5 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System regulations.

SECTION 3.6 – DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. §544a).

SECTION 3.7 - LEASED ACCESS CHANNELS

Pursuant to 47 U.S.C. §532, the Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial access

channels shall be negotiated between the Franchisee and the commercial user in accordance with federal law.

SECTION 3.8 - GOVERNMENTAL CABLE DROPS TO CABLE SYSTEM

The Franchisee shall provide, as directed in writing by the Franchising Authority, (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.2(a), (ii) one Outlet, and (iii) Basic Cable Service to all municipal and school buildings which are listed in **Exhibit A** hereto and are located along the Cable System trunk and distribution system. The obligation of Franchisee to provide drops, Outlets and free Cable Service shall pertain throughout the life of this Renewal Franchise and shall apply specifically to municipal and school buildings newly constructed or acquired subsequent to the commencement of this Renewal Franchise, which shall be wired within six (6) months of delivery of a written request from the Franchising Authority to Franchisee. The Franchisee shall consult with the Franchising Authority or its designee to determine the appropriate location of each Drop and Outlet prior to the installation of the free service.

ARTICLE 4

TECHNICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall use best efforts to avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires. Any such unapproved damage shall be reported promptly to the Franchising Authority.

(b) The construction, maintenance and operation of the equipment, cable, conduit, fiber and wires of the Cable System for which this Renewal Franchise is granted shall be done in conformance with OSHA, the National Electrical Safety Code, the rules and regulations of the FCC and all applicable state and local laws, regulations and ordinances.

(c) Operations and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operations and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City.

(d) All structures and all lines, equipment and connections in the Public Ways and Private Roads and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any television station carried on the Cable System shall be carried without material degradation in quality at all Subscriber locations as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to Cable Systems. Upon written request by the Franchising Authority or its designee, Franchisee shall provide proof of compliance with FCC signal requirements.

(f) The City reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Renewal Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Franchisee in the City at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the City.

(g) All lines, cables and distribution structures and equipment, including poles and towers, erected by Franchisee within the City shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the Renewal Franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems.

(h) Upon written notice from the City, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within fourteen (14) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the City when the deficiency has been corrected. The Franchising Authority may request, and if so the Franchisee shall provide, weekly progress reports on the status of repair efforts during the fourteen (14) day period.

SECTION 4.2 - REPAIRS AND RESTORATION

(a) Maintenance of Cable System: Franchisee shall adhere to a preventive maintenance policy at or above the performance standard set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other

maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System, only during periods of minimum use.

(b) Repairs to Public Property: Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Ways, the same shall be replaced and the surface restored in as reasonably good a condition as before entry as soon as practicable, subject to all permitting and code specifications. Franchisee shall notify the Franchising Authority when such repairs are completed. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, after Franchisee's receipt of written notification from the Franchising Authority, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) Failure to Repair: In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this Renewal Franchise to be properly completed in any Public Way within any time prescribed, the Franchising Authority may cause such work or other act to be performed or completed in whole or in part, and prior to so doing shall submit to Franchisee in advance an itemized estimate of the cost thereof. Franchisee shall, within thirty (30) days after receipt of a statement of the actual cost incurred, pay to the Franchising Authority the entire amount thereof. The Franchising Authority may draw upon the bond described herein to recover any cost incurred pursuant to this section, should Franchisee fail to pay such costs within thirty (30) days of receipt of the statement of those costs.

(d) Repairs to Private Property: The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the City. The Franchisee shall, at its sole cost and expense,

promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the City where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the City where public utility lines are aerially placed, if subsequently during the term of the Renewal Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law.

(c) Nothing in this Section 4.3 shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(d) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the City, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the Cable System in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its own expense, protect or relocate its system or part thereof, as directed by City or other authority having jurisdiction, provided that the Franchisee shall not be required to remove or relocate any such construction solely to accommodate the needs of a competing Cable System.

SECTION 4.4 – TREE TRIMMING

The Franchisee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and Public Ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any City ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158.

SECTION 4.5 - STRAND MAPS

Within sixty (60) days from an initial request in writing from the Franchise Authority, the Franchisee shall make available for review by the Franchise Authority a complete set of strand maps of the Service Area, and on which will show the Franchisee's cable in those areas in which its facilities exist and the location of all streets, subject to the provisions of Section 9.8. Upon sixty (60) days' written request by the Franchise Authority, but not more than once annually, Franchisee shall make updated maps available for review by the Franchising Authority, at a mutually agreed upon location.

SECTION 4.6 - BUILDING MOVES

In accordance with applicable laws, the Franchisee shall, upon the request of any Person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the Person(s) holding the building move permit.

SECTION 4.7 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of four (4) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure.

SECTION 4.8 - RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscribers' reasonable requests for location of cable entry and shall in other respects observe standard specifications for Drop connections into the residence. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

SECTION 4.9 – DIG SAFE

The Franchisee shall comply with all applicable "dig safe" provisions, pursuant to New Hampshire General Laws, outlined in RSA 374:51.

ARTICLE 5

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 5.1 - INSTALLATION VISITS - SERVICE CALLS- RESPONSE TIME

(a) Timetable for Installations: The Franchisee shall respond to all request for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable but in no event later than six (6) months after a written request for such connection by the owner of the dwelling, taking into account and subject to weather, force majeure and performance of make ready. If requested in writing by the Franchising Authority, Franchisee shall provide a written progress report to the City for a non-standard connection, subject to subscriber privacy laws.

(b) Appointments for Service Calls: When arranging appointments for installation or service, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, and a narrow interval, if possible within the morning and afternoon time frame, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than between 9:00 am and 5:00 pm weekdays). If Franchisee does not make the service call within the designated time frame, it shall be considered a missed visit, absent obtaining the Subscriber's permission to reschedule.

(c) Converters: The Franchisee shall be responsible for picking up and changing out converters at a Subscriber's request at no additional charge, where such change out is initiated by the Franchisee's expansion of Channel capacity for no more than one (1) month following any such change. Subscribers may also bring converters to office locations identified by the Franchisee in notifications to Subscribers (such as a bill message) for drop off or exchange themselves.

(d) After Hours Service Calls: A Subscriber complaint or request for service received after normal business hours shall be responded to the next business day.

(e) Technicians on Call: The Franchisee shall ensure that there are stand-by technicians on call at all times after normal business hours. The answering service shall be

required to notify the stand-by technician(s) of (i) any emergency situations or (ii) an outage as described in Section 5.1(f) below.

(f) System Outages: System outages shall be responded to immediately, twenty four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Franchisee has reason to know of such an outage. Outages shall be remedied within forty-eight (48) hours of notice to the Franchisee. If Franchisee is unable to restore service within that time it shall, upon request, provide daily status reports to the Franchising Authority.

(g) Removal of Drops: The Franchisee shall remove all Subscriber cable Drops within seven (7) days of receiving a request from a Subscriber to do so.

(h) Payment Center. There are currently customer service offices in the seacoast area of New Hampshire. Franchisee will use its best efforts to enter into a contract with a retail establishment in the City to serve as a payment center and equipment drop off location.

SECTION 5.2 - FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, required by Federal Law and currently codified at 47 CFR §76.309, as may be amended from time to time, which standards are attached hereto as **Exhibit B** and made a part hereof.

SECTION 5.3 - COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of complaints by Subscribers. Franchisee shall notify Subscribers of its procedures in accordance with federal law.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters.

(c) Except as limited by federal law or FCC regulations concerning privacy, the Franchisee shall comply with the provisions of NH RSA 53-C:3-e, as it may be amended, regarding Subscriber complaints. Nothing herein shall be deemed to require Franchisee to maintain records of oral complaints which can be handled to the Subscriber's satisfaction in the

course of the initial conversation in which the complaint is made or does not require technical field response.

(d) In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, subject to subscriber privacy laws as follows:

(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(e) Notwithstanding the foregoing, if the Franchising Authority or designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(f) In the event that the Franchising Authority, or its designee(s), finds a pattern of multiple unresolved Subscriber complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of complaints.

(g) In its Annual Report, requested by the Franchising Authority pursuant to Section 9.5(a), the Franchisee shall provide to the Franchising Authority and keep current the name and contact information, including address and telephone number, of the individual that City personnel may contact for issues relating to this Renewal Franchise.

SECTION 5.4 – SERVICE INTERRUPTIONS

(a) Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System, only during the periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

(b) In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee shall, upon proper notice from the Subscriber, grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle or, at its option, apply such credit to any outstanding balance then currently due.

SECTION 5.5 - REMOTE CONTROL DEVICES

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, and to own, utilize and program remote control devices which are compatible with the converter(s) provided by the Franchisee. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscriber.

SECTION 5.6 - EMPLOYEE IDENTIFICATION CARDS; VEHICLE PLACARDS

(a) All of the Franchisee's employees, contractors and subcontractors entering upon private property in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sale personnel, shall be required to produce, upon request, an employee identification card issued by the Franchisee and bearing a picture of said employee. If such employee(s) cannot produce such a photo identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee.

(b) All of Franchisee's and/or its contractors' or subcontractors' vehicles performing work on the Cable System in the City shall be placarded with proper identification, making them readily identifiable.

SECTION 5.7 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber and/or user of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) The Franchisee shall comply with all privacy provisions contained in this Article 5 and all other applicable Federal and State laws including, but not limited to, the provisions in Section 631 of the Cable Act, 47 U.S.C. §551, attached as **Exhibit C**.

(c) The Franchisee and its agents and/or employees shall not disclose to any third party any data identifying or designating any Subscriber by name, phone number, e-mail address or mailing address, unless a Subscriber opts to permit such disclosure through a written notice. Even if a Subscriber permits disclosure, the Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party any data identifying the Subscriber by name, phone number, e-mail address or mailing address and the Franchisee shall abide by this request.

(d) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy.

SECTION 5.8 - PRIVACY STANDARDS REVIEW

The Franchising Authority and the Franchisee shall periodically review this Article 5 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Franchising Authority and the Franchisee.

SECTION 5.9 - MONITORING

(a) Neither the Franchisee nor its agents nor the Franchising Authority nor its agents shall tap, monitor, arrange for tapping or monitoring, or permit any Person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose without the prior written authorization of the affected Subscriber or user, unless legally authorized or ordered to do so by a court of law or other legal authority; provided, however, that the Franchisee may

conduct system wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. Unless legally prohibited or ordered not to do so by a court of law or other legal authority, the Franchisee shall report to the affected parties and the Franchising Authority any instances or monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Franchisee.

(b) The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

SECTION 5.10 – DESIGNATION OF FRANCHISING AUTHORITY ON BILLINGS

If the Franchisee is required by law to designate the Franchising Authority as the contact on any bill or other material distributed to Subscribers by the Franchisee, the Franchisee shall designate the Franchising Authority as the contact for Cable Services only, provided that such designation shall not restrict the Franchisee’s ability to provide a single bill to Subscribers for Cable Services and other services offered by Franchisee.

ARTICLE 6

ACCESS PROGRAMMING

SECTION 6.1 - VIDEO ORIGINATION

(a) As of the Effective Date, the existing origination location for Access Programming is at Dover City Hall, 288 Central Avenue, Dover. The Franchisee shall continue to maintain its existing video origination capability to be utilized by the City, its departments and/or designees, for upstream and downstream audio video use from City Hall to the Franchisee's headend.

(b) Within twelve (12) months of the Effective Date, the Franchisee shall construct and install two (2) additional origination locations for the purpose of transmitting and inserting Access Programming onto the Access Channels, based upon the following:

(i) The first location will be at Dover High School, located at 25 Alumni Drive.

(ii) The second location will be at the McConnell Center, located at 61 Locust Street.

(iii) After the new construction, the McConnell Center location shall be the main studio, with feeds from Dover High School and City Hall.

SECTION 6.2 - ACCESS CHANNEL

(a) Franchisee shall provide three (3) Access Channels during the term of this Renewal Franchise. One (1) Access Channel shall be available on the Effective Date. The second Access Channel shall be made available at the same time as the activation of the new origination locations described in Section 6.1 above.

(b) On or at any time after the third (3rd) anniversary of the Effective Date of this Renewal Franchise, the Franchising Authority shall have the right to the use of a third Access Channel. In order to obtain said third Access Channel, the Franchising Authority shall provide written notice to the Franchisee that each of the two (2) existing Access Channels have been

programmed with locally produced, non-duplicated, non-character generated programming, for twelve (12) hours per day, six (6) days per week, during the available cablecast hours for the previous nine (9) months, and that there is a need for a third Access Channel in order to provide additional programming for the benefit of City Subscribers during available cablecast hours. The Franchising Authority shall provide documentation to verify such programming, including, but not be limited to, program logs that list (i) program titles, (ii) length of program and (iii) whether the program is original or repeat.

(c) In the notification to the Franchisee, the Franchising Authority shall state, in good faith, that such a third Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated programming; and (ii) is necessary to accomplish the stated Access Programming goals of the City. Such a third Access Channel will not be used simply to repeat Access Programming that is already carried on the other two (2) Access Channels, but will be used to carry substantially new locally produced Access Programming. The Franchising Authority agrees that such a third Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the City may use said third Access Channel to carry character-generated messages along with other new locally produced Access Programming. For purposes of Sections 6.2(b) and 6.2(c), "available cablecast hours" shall mean the hours between 8:00 am to 10:00 pm.

(d) The Franchisee shall make the third channel available to the Franchising Authority within three (3) months of the written notice described in Section 6.2(b) above. If channel space is not available, then the parties shall meet to discuss a reasonable timetable for making such third Access Channel available to the Franchising Authority, said timetable not to exceed one (1) year

from the date of the written notice from the Franchising Authority. The Franchisee reserves the right to reclaim any unused Access Channel.

(e) Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for Access Programming use. An access user – whether an educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

(f) The Access Channels shall be used to transmit Access Programming to Subscribers at no cost to the Franchising Authority and/or Access Users.

(g) The Franchisee shall not move or otherwise relocate the channel location(s) of the Access Channel(s), once established, without thirty (30) days' advance, written notice to the Franchising Authority. The Franchisee shall use its best efforts, in good faith, to minimize any Access Channel relocation.

(h) The Franchisee shall maintain the Access Channel(s), and shall monitor the Access Channel(s) for technical signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. The Franchising Authority shall be responsible for the picture quality of all Access Programming at the demarcation point, which shall be the output of the modulators. To provide for adequate picture quality, the Franchise Authority's video signal shall meet NTSC standards and/or the minimum operating input parameters of the modulators.

SECTION 6.3 - CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of the Access Programming on the Cable System, except as otherwise required or permitted by law.

SECTION 6.4 – ACCESS CABLECASTING AND PICTURE QUALITY

(a) In order that Access Programming can be cablecast over the Access Channel(s), all Access Programming shall be modulated, then transmitted from the origination locations specified in Section 6.1 to the headend or hub on an Upstream Link made available, without

charge, to the City for its use. At the headend, said Access Programming shall be retransmitted in the downstream direction on one of the Access Channels.

(b) The Franchisee shall provide and maintain the Upstream Links specified in Section 6.1 for composite video and audio transmission only. Franchisee reserves the right to pass all its costs associated with the Upstream Links through to its Subscribers in accordance with law.

(c) Unless otherwise provided herein, the City and its designated users shall be solely responsible for any and all interface equipment, including but not limited to video production equipment. Franchisee shall be responsible for all equipment necessary to make interaction possible with the Cable System, excluding modulators.

(d) It shall be the Franchisee's sole responsibility to ensure that said Access Programming is automatically switched to the appropriate Access Channel(s) in an efficient and timely manner. The Franchisee shall not charge the Franchise Authority for such switching responsibility. The Franchisee and the Franchise Authority shall negotiate, in good faith, any difficulties that arise regarding cablecasting of Access Programming. The Franchisee shall provide and maintain all necessary switching and/or processing equipment located in its headend facility in order to switch upstream signals from the City to the designated downstream Access Channel. Nothing herein shall require the Franchisee to provide any other switching equipment or any other end user equipment. The Franchising Authority or its designee shall be responsible for any manual switching necessary to cablecast Access Programming from any location specified in Section 6.1.

SECTION 6.5 – INTERCONNECTION WITH COMPETING CABLE SYSTEMS

In the event that the Franchising Authority issues additional Franchises, the holder of the additional Franchise may interconnect with Franchisee's Cable System for the purpose of receiving the Access Channels, but only upon execution of an interconnection agreement with the Franchisee

SECTION 6.6 – TECHNOLOGY FUND

(a) The Franchisee shall provide annual funding to the Franchising Authority in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for a technology fund, payable within

sixty (60) days of the Effective Date and then on or before January 31st of each year during the remaining term of the Renewal Franchise Agreement.

(b) The payment in Section 6.6(a) shall be made directly to the Franchising Authority.

ARTICLE 7
PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Renewal Franchise Agreement is attached hereto as **Exhibit D** for informational purposes. Any changes in price for Cable Service, equipment and installation will be in conformance with applicable law.

(b) The Franchising Authority shall have the right, to the extent granted under state law, the Cable Act and FCC regulations, to regulate rates, equipment, installation and service charges to Subscribers.

(c) The Franchising Authority acknowledges that under the Cable Act, certain costs of Access Channel and other franchise requirements may be passed through to Subscribers in accordance with federal law.

(d) The Franchisee may require a deposit or refuse service to any applicant for a bona fide credit reason, which relates to the applicant's overdue or delinquent account with the Franchisee. The Franchisee may levy collection charges, not including reasonable late fees consistent with the prevailing law of New Hampshire. The Franchisee may require that the account of any Subscriber requesting work be current before such work is performed.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold the City harmless at all times during the term of this Renewal Franchise Agreement from any and all claims for injury and damage to Persons or property, both real and personal, arising out of the installation, operation or maintenance of its Cable System. Upon receipt of notice of any such claim in writing from the Franchising Authority, which notice shall be given within ten (10) business days of receipt of a claim or action pursuant to this section, the Franchisee shall at its own expense defend any action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Franchisee, its employees and/or agents in the installation, operation or maintenance of its Cable System. The Franchisee shall not be responsible for any claims of damage caused by the negligence of the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees.

SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance with the City as an additional named insured with an insurance company satisfactory to the Franchising Authority protecting the Franchisee and the City from and against any and all claims for injury or damage to Persons or property, both real and personal, caused by construction, installation, operation, maintenance or removal of its Cable System. The amount of insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of insurance against liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000). The amount of insurance for excess liability shall be no less than Five Million Dollars (\$5,000,000).

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

(c) Worker's Compensation, including liability benefits and any other legally required employee benefits, shall be supplied in statutory amounts.

(d) All insurance coverage, including Worker's Compensation, shall be maintained throughout the period of this Renewal Franchise Agreement. All expenses incurred for said insurance shall be at the sole expense of the Franchisee.

(e) No later than sixty (60) days after the execution of this Renewal Franchise, Franchisee shall furnish to the City certificates of insurance. Any certificates for new or replacement insurance coverage shall be provided to the City within thirty (30) days of when they become effective.

(f) All of Franchisee's insurance policies and certificates of insurance shall stipulate that the coverage afforded by the policies will not be canceled until at least thirty (30) days' prior notice has been given to City.

SECTION 8.3 - PERFORMANCE BOND

(a) The Franchisee shall maintain a performance bond running to the City in the amount of Fifty Thousand Dollars (\$50,000), until the completion of the extensions required in Section 3.1(c) and the construction required in Section 6.1(b), and for the duration of the Renewal Franchise Agreement in the amount of Twenty-Five Thousand Dollars (\$25,000), with a company surety satisfactory to the Franchise Authority to guarantee the following terms:

(i) compliance with the material provisions of this Renewal Franchise Agreement; and

(ii) satisfactory restoration of pavements, sidewalks, Public Ways and other improvements in accordance with this Renewal Franchise Agreement.

(b) The Franchise Authority may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 8.3, subject to notice and opportunity to cure provisions contained in Section 8.4. This right to draw upon this bond shall not in any way impede or impair the right of the Franchisee to appeal the basis for such action.

(c) Up to the total amount of the bond shall be forfeited in favor of the City in the event:

(i) Franchisee abandons the Cable System or any part thereof at any time during the term of the Renewal Franchise; or

(ii) Franchisee fails to purchase and maintain insurance as required by this Agreement; or

(iii) Franchisee fails to perform its material obligations under this Agreement or in any way violates the material terms of this Agreement.

(d) Nothing herein shall be deemed to permit the Franchise Authority to collect more than the sums that it is due. The Franchise Authority may not recover these sums from multiple parties.

SECTION 8.4 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by force majeure, and prior to instituting any action against the Franchisee under Section 8.3 (Performance Bond) or Section 8.5 (Revocation), the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have sixty (60) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(b) cure any such default (and provide written evidence of the same) or, in the event that by nature of the default such default cannot be cured within such sixty (60) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at thirty (30) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required sixty (60) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in default, the Franchising Authority may determine to pursue any lawful remedy available to it, including revocation of the Renewal Franchise pursuant to Section 8.5. In the event that the Franchising Authority does not issue a final report, said notice of default shall be deemed to have been waived by the Franchising Authority.

SECTION 8.5 - REVOCATION OF RENEWAL FRANCHISE; DEFAULT

The Renewal Franchise issued hereunder may, after due notice and hearing as provided in Section 8.4, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to comply with any of the material terms and conditions of the Renewal Franchise;
- (b) For any transfer or assignment of the Renewal Franchise Agreement or control thereof without consent of the Franchising Authority as described in Section 2.5;
- (c) For failure to maintain a performance bond as described in Section 8.3 or to maintain insurance as described in Section 8.2.

SECTION 8.6 - REMOVAL OF SYSTEM

Under no circumstances including, without limitation, upon expiration, revocation, termination, denial of renewal of the Renewal Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall the Franchisee be required to sell any right, title, interest, use or control of any portion of the Cable System, including, without limitation, any spectrum capacity used for Cable Service or otherwise, to the Franchising Authority or to any third party. The Franchisee shall not be required to remove the Cable System or to relocate the Cable System as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Franchisee from providing Cable Services.

SECTION 8.7 - INCORPORATION BY REFERENCE

All currently and hereafter applicable conditions and requirements of federal and state law and the rules and regulations of the FCC, as they may be amended from time to time, are

incorporated herein by reference and shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, paragraph, term or provision of this Renewal Franchise Agreement is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal Franchise Agreement or any renewal or renewals hereof.

SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

SECTION 9.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the Attn: City Manager, City of Dover, 288 Central Avenue, Dover, New Hampshire 03820, or such other address as the Franchise Authority may specify in writing to the Franchisee.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority:

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
4 Lyberty Way
Westford, MA 01886

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing by postage paid first class mail or overnight delivery service.

SECTION 9.4 - AMENDMENT OR MODIFICATION

This Renewal Franchise shall not be amended or modified except by written agreement following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 9.5 - ANNUAL PERFORMANCE REVIEW

(a) The Franchising Authority may make a written request, no more frequently than annually, for an annual report to include at a minimum the information described in **Exhibit F**.

Within sixty (60) days of such request, the Franchisee shall report to the Franchising Authority, in substantially the form attached hereto as **Exhibit F**.

(b) The Franchising Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Effective Date of this Renewal Franchise and/or upon thirty (30) days' prior written notice to the Franchisee. If Franchisee is unable to attend a particular hearing, it shall promptly notify the Franchising Authority either by phone or in writing, explaining in reasonable detail the reason(s) why a representative is unable to attend and shall propose an alternate date within twenty-one (21) days. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Franchisee's compliance with the terms and conditions of this Renewal Franchise.

(c) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the installation, operation and/or maintenance of the Cable System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee, and produce such documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(d) Within thirty (30) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the Franchisee's compliance with this Renewal Franchise and send one (1) copy to the Franchisee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the material terms and conditions of this Renewal Franchise, the Franchisee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 8.4.

SECTION 9.6 - DELEGATION

The Franchise Authority may delegate to any City official, employee, agency or commission the authority to exercise any of City's or Franchise Authority's rights hereunder which may lawfully be so delegated. The Franchisee shall receive written notice within thirty (30) days regarding any such delegation.

SECTION 9.7 - FINAL AGREEMENT

The Renewal Franchise Agreement stated herein, in writing, constitutes the final and entire agreement between the parties.

SECTION 9.8 - PROPRIETARY AND CONFIDENTIAL INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat as confidential any information disclosed and designated as proprietary or confidential by the Franchisee and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event of a disagreement over confidentiality, the parties shall submit the matter to a court of appropriate jurisdiction. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 9.9 – NON-EXCLUSIVITY OF REMEDY

(a) No waiver of, nor failure to exercise, any right or remedy by the Franchising Authority at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective it shall be in writing.

(b) The failure of the Franchising Authority to take any action in the event of breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise at any other time in the event that such a breach has not been cured, or with respect to any other breach by the Franchisee.

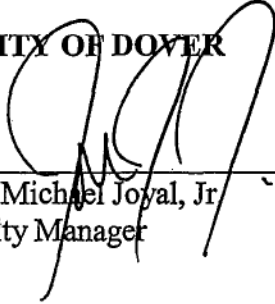
SECTION 9.10 – NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635(a) of the Cable Act, the Franchisee shall have no recourse against the Franchising Authority, and/or its officials, boards, commissions, committees, agents or employees, other than injunctive relief or declaratory relief arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, Transfer, or amendment of this Renewal Franchise.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Renewal to be
executed by their duly authorized representative this 21 day of November, 2007.

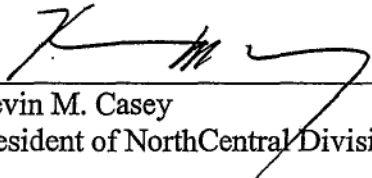

Witness

CITY OF DOVER



J. Michael Joyal, Jr.
City Manager

Accepted By:
COMCAST OF MAINE/NEW HAMPSHIRE,
INC.



Kevin M. Casey
President of North Central Division

EXHIBIT A

GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM

Portsmouth Christian Academy, 1 Seaborne Drive, Dover
Dover Housing Authority Office, 31 Henry Law Avenue, Dover
Dover Housing Authority Office, 18 Chapel Street, Dover
Dover Housing Authority Office, Niles Street (Niles Park, Union Ct), Dover
Dover Housing Authority Office, Union Drive, Dover
Dover Housing Authority Office, Niles Street (Edgar Boyce Terrace), Dover
St. Mary's School, 222 Central Avenue, Dover
Dover High School, 25 Alumni Drive, Dover
City of Dover, 288 Central Avenue, Dover
Dover Middle School, 16 Daley Drive, Dover
Woodman Park School, 11 Towle Avenue, Dover
Horne Street School, 78 Horne Street, Dover
Garrison School, 50 Garrison Road, Dover Cross Road Kindergarten, 18 French Cross Road,
Dover
Dover Public Library, 73 Locust Street, Dover
Dover Police, 46 Locust Street, Dover
St. Thomas Aquinas School, 197 Dover Point Road, Dover
City of Dover (South End Fire), 25 Durham Road, Dover
City of Dover (Central Fire), 9-11 Broadway, Dover
City Hall Annex/McConnell Center, 61 Locust Street, Dover
Dover Arena, 110 Portland Avenue, Dover
Dover Public Works, 271 Mast Road,
Dover Waste Water Treatment Facility, 484 Middle Road, Dover

EXHIBIT B CUSTOMER SERVICE REGULATIONS

Code of Federal Regulations 47 CFR §76.309

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT C SUBSCRIBER PRIVACY

47 U.S. Code Section 551

§ 551. Protection of subscriber privacy

(a) Notice to subscriber regarding personally identifiable information; definitions

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

(A) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;

(B) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;

(C) the period during which such information will be maintained by the cable operator;

(D) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and

(E) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

(A) the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;

(B) the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and

(C) the term “cable operator” includes, in addition to persons within the definition of cable operator in section 522 of this title, any person who

(i) is owned or controlled by, or under common ownership or control with, a cable operator, and

(ii) provides any wire or radio communications service.

(b) Collection of personally identifiable information using cable system

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

(A) obtain information necessary to render a cable service or other service

provided by the cable operator to the subscriber; or

(B) detect unauthorized reception of cable communications.

(c) Disclosure of personally identifiable information

(1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(2) A cable operator may disclose such information if the disclosure is—

(A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;

(B) subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;

(C) a disclosure of the names and addresses of subscribers to any cable service or other service, if—

(i) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the—

(I) extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or

(II) the nature of any transaction made by the subscriber over the cable system of the cable operator; or

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

(d) Subscriber access to information

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

(e) Destruction of information

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) of this section or pursuant to a court order.

(f) Civil action in United States district court; damages; attorney's fees and costs; nonexclusive nature of remedy

(1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

(2) The court may award—

(A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

(B) punitive damages; and

(C) reasonable attorneys' fees and other litigation costs reasonably incurred.

(3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

(g) Regulation by States or franchising authorities

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

(h) Disclosure of information to governmental entity pursuant to court order

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

(1) such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and

(2) the subject of the information is afforded the opportunity to appear and contest such entity's claim.

EXHIBIT D

PRICE SCHEDULE FOR SERVICE AND INSTALLATION

Please see the following page(s).

**Save a bundle! Get Comcast Digital Cable,
High-Speed Internet and
Comcast Digital Voice® together!**

Video/Voice Package:

Includes: Comcast Digital Starter and
Comcast Digital Voice\$69.00 Per Month
Months 13 Plus*\$100.14 Per Month

Internet/Voice Package:

Includes: 6 Mbps Comcast High-Speed Internet and
Comcast Digital Voice\$69.00 Per Month
Months 13 Plus*\$97.90 Per Month

Starter Bundle:

Includes: Comcast Digital Starter, 6 Mbps Comcast
High-Speed Internet and Comcast Digital Voice
Months 1-12\$99.00 Per Month
Months 13 Plus*\$138.09 Per Month

Preferred Plus Bundle:

Includes: Comcast Digital Starter, Comcast Digital Preferred Plus HBO &
Starz, 6 Mbps Comcast High-Speed Internet and Comcast Digital Voice
Months 1-12\$129.99 Per Month
Months 13 Plus*\$176.54 Per Month

Premier Bundle:

Includes: Comcast Digital Starter, Comcast Digital Premier,
6 Mbps Comcast High-Speed Internet, Comcast Digital Voice,
DVR (HD compatible DVR available for no additional charge)
and Sports Entertainment Pack
Months 1-12\$159.99 Per Month
Months 13 Plus*\$206.49 Per Month

* Based on Comcast's current multi-product rates and are subject to change. Prices do not include applicable taxes, franchise fees, equipment fees, FCC User fee, or the Regulatory Recovery Fee, which is not a tax, or government required or other applicable charges (e.g., per call charges). You may be eligible for a loyalty discount at the end of your first year. Call 1-800-COMCAST (1-800-266-2278) for details and eligibility.

Video/Voice Package: Available to new customers or existing customers who subscribe at Comcast's regular (non-promotional) rate to (i) no more than one of the following services alone: Comcast Basic Service (and no other video service), High-Speed Internet, or Digital Voice or (ii) Comcast Basic Service (and no other video service) and High-Speed Internet only.

Internet/Voice Package: Available to new customers or existing customers who subscribe at Comcast's regular (non-promotional) rate to (i) no more than one of the following services alone: any level of Comcast Cable, or Digital Voice or (ii) Comcast Cable (other than Digital Classic or above) and High-Speed Internet only, or (iii) Comcast Cable (other than Digital Preferred with one pay or above) and Digital Voice only.

Starter Bundle: Available to new customers and existing customers who subscribe at Comcast's regular (non-promotional) rate to (i) no more than one of the following services alone: Comcast Basic Service (and no other video service), High-Speed Internet, or Digital Voice or (ii) Comcast Basic Service (and no other video service) and Digital Voice only.

Preferred Plus Bundle: Available to new customers and existing customers who subscribe at Comcast's regular (non-promotional) rate to (i) no more than one of the following Comcast services alone: any level of Comcast Cable, High-Speed Internet, or Digital Voice, or (ii) no more than two of the following Comcast services: Comcast Cable (other than Digital Preferred with one pay or above), High-Speed Internet, or Digital Voice.

Premier Bundle: Available to new customers and existing customers who subscribe at Comcast's regular (non-promotional) rate to no more than two of the following Comcast services: any level of Comcast Cable, High-Speed Internet, or Digital Voice.

Customers who have received the first-year rate are not thereafter eligible to receive the first-year rate for that plan or any same or lower value plan. Customers who have subscribed to a lower value, two or three product plan may migrate to the first-year rate of a higher value, three-product plan at any time during the first 12 months only. Customers who subscribe to any three-product service tier which includes a digital video component and who are not in a first-year rate are not eligible to migrate to any first-year, two or three product rate. Loyalty discounts may apply to customers with three services (one of which is a Digital Cable service) who are not on a first-year rate. Call 1-800-COMCAST (1-800-266-2278) for more details about loyalty discounts.

Customers who have, during the previous 120 days, subscribed to any service(s) (at regular or promotional prices) which do not satisfy the eligibility criteria of a first-year rate, are not eligible for that first-year rate. A "New" Customer is a Customer who has not subscribed to any Comcast service for at least 120 days prior to service activation.

INSTALLATION, SERVICE & Equipment¹⁵

Installation Charges (one-time charges):

Installation of cable (unwired, primary outlet only)	\$43.95
Reinstallation of cable (pre-wired, primary outlet only)	\$27.95
Installation/Activation of each additional outlet at time of initial installation or reinstallation	\$13.95
Installation/Activation of each additional outlet at any other time	\$23.95
Relocation of an existing cable outlet	\$18.95
Install Amplifier at time of initial installation	No Charge
Install Amplifier at any other time	No Charge
Connection of VCR/DVD at initial installation	\$ 6.95
Connection of VCR/DVD at any other time	\$14.95
Install A/B switch at time of initial installation	No Charge
Install A/B switch at any other time	No Charge

Service Charges & Transaction Fees (one-time charges):

Returned check fee	\$ 20.00
Late Fee (on overdue account balance)	5%
Convenience Fee ¹⁶	\$ 4.00
Office reactivation for Comcast High-Speed Internet ¹⁷	\$ 3.00
Office reactivation for Comcast Digital Voice ¹⁷	\$ 3.00
Office reactivation of video service, change of service or digital upgrade (via computer) ¹⁷	\$ 1.99
Changes of service (requiring a visit)	\$14.95
Digital Service or High-Definition Upgrade (requiring a visit)	\$17.95
Hourly Service Charge for Technician visit (1/2 hour minimum. Connection of customer equipment including all equipment not owned by Comcast such as game systems, home theater, stereos, etc.)	\$ 32.95
Customer Trouble Call	\$24.95

Equipment Charges (each):

Unreturned or Damaged Equipment	Replacement Cost
Home Amplifier Purchase	\$ 20.00

Monthly Charges:

Basic Service Only Cable Box	\$ 1.10
Digital or Non-Digital Cable Box	\$ 3.79
High-Definition Cable Box	\$ 8.79
CableCARD	No Charge
CableCARD (additional cards, same device)	\$ 1.50
Remote Control	\$ 0.20
Service Protection Plan (covers all products)	\$ 3.30

15 Commercial and premium installations are not included with these fees and charges. Depending on levels of service or programming received, additional charges for equipment, time and materials may apply. Prices do not include federal, state and local taxes, FCC user and franchise fees and related costs. HDTV capable cable box only available to customers with an HDTV capable television set (not provided by Comcast). Certain restrictions apply. HDTV signal subject to availability.

16 A Convenience Fee will be charged for any payment made by phone with a Customer Care Representative.

17 If you reconnect any or all of the service after a disconnection for nonpayment, in addition to any other charges that you may owe, Comcast will impose either an Office Reactivation charge if no visit to your residence is required or a Reinstallation Charge if a visit is required.

**For more information
visit us at www.comcast.com
or call us at 1-800-COMCAST
(266-2278)**

COMCAST High-Speed Internet

Performance Service - Our Best Value!

With PowerBoost™ you get download speeds of up to 12Mbps.

6Mbps Comcast High-Speed Internet Performance Service for Cable TV Customers	\$ 42.95
6Mbps Comcast High-Speed Internet Performance Service for Digital Voice® Customers	\$ 52.95
6Mbps Comcast High-Speed Internet Performance Service for Non-Cable TV Customers	\$ 59.95
4Mbps Comcast High-Speed Internet Performance Lite Service for Digital Voice® Customers	\$ 42.95
4Mbps Comcast High-Speed Internet Performance Lite Service for Non-Cable TV Customers	\$ 57.95
768Kbps Comcast High-Speed Internet Economy Service for Cable TV or Digital Voice® Customers	\$ 24.95
768Kbps Comcast High-Speed Internet Economy Service for Non-Cable TV Customers	\$ 39.95

8Mbps Comcast High-Speed Internet Performance Plus Service for Cable TV Customers	\$ 52.95
8Mbps Comcast High-Speed Internet Performance Plus Service for Digital Voice® Customers	\$ 62.95
8Mbps Comcast High-Speed Internet Performance Plus Service for Non-Cable TV Customers	\$ 67.95

Modem Lease	\$ 3.00
Comcast Home Networking	Just \$2 More
Self-Installation Kit (one time charge only)	\$ 29.95
Premium Installation (one time charge only)	\$ 99.95
Professional Home Networking Installation (up to 5 devices)	\$149.97

Speeds stated are for downloads only. Many factors affect speed. Actual speeds vary and are not guaranteed. PowerBoost provides an extra burst of download speed above provisioned download speed for the first 10MB of a file with 6.0 Mbps service and the first 20MB of a file with 8.0 Mbps service.

Comcast Home Networking \$2 more pricing reflects pricing of CHSI package that includes a \$3 per month leased modem. Additional equipment may be required. Wireless cards are required for additional connections beyond the first computer. Installation charges are additional. Comcast Certified Home Networking Device required. Certain service limitations apply.

COMCAST Digital Voice®

Stop paying extra! You can keep your current phone number and you won't have to pay more for features or local and long distance calls!

Why switch to Comcast Digital Voice?

- Unlimited local and long-distance calling from home to anywhere in the United States, Canada, Puerto Rico, U.S. Virgin Islands, Guam, America Samoa and Saipan/N. Mariana Islands.
- Enjoy 12 popular calling features, including Call Waiting and Caller ID, plus Voice Mail.
- Digital Voice Center. Check your home Voice Mail and view missed calls from any computer with Internet access.
- Professional installation, no rewiring required, no equipment to buy.

Comcast Digital Voice Prices:

Monthly price when purchased with Comcast Cable TV &
Comcast High-Speed Internet \$39.95

Monthly price when purchased with Comcast Cable TV or
Comcast High-Speed Internet \$44.95

Monthly price when purchasing
Comcast Digital Voice only \$44.95

An EMIA from Comcast for telephone service (which may also be used for Comcast High-Speed Internet service) is required for an additional monthly charge of \$3 (\$5 for Home Networking). Installation fees are additional. Prices shown do not include taxes or the Regulatory Recovery Fee (which is not a tax or government required) or other applicable charges (e.g., per-call charges). A \$29.95 activation fee applies to new Comcast Digital Voice service. Unlimited package pricing applies to all direct-dialed calls from home to locations in the United States, Canada, Puerto Rico, U.S. Virgin Islands, Guam, America Samoa and Saipan/N. Mariana Islands. No separate long distance carrier connection available. Plan does not include other international calls. Comcast Digital Voice service (including 911/emergency services) may not function after an extended power outage. Certain customer premises equipment may not be compatible with Comcast Digital Voice service. Service not available in all areas. ©2007 Comcast. All rights reserved.

R-051

Dover, Madbury, Rollinsford & Somersworth 11/07



PRICE
Information

Dover, NH
Madbury, NH
Rollinsford, NH
Somersworth, NH

COMCAST CABLE TV Open a whole new world with the next generation of television entertainment.



CABLE TV Prices¹

	Basic Service ¹	Expanded Basic Service	Standard Cable ^{2,3}	Digital Starter ⁴	Franchise Related Cost ⁵	Total Standard Cable With FRC	Total Digital Starter With FRC
Dover	\$13.50	\$37.70	\$51.20	\$55.19	N/A	\$51.20	\$55.19
Madbury	\$13.50	\$37.70	\$51.20	\$55.19	N/A	\$51.20	\$55.19
Rollinsford	\$13.50	\$37.70	\$51.20	\$55.19	N/A	\$51.20	\$55.19
Somersworth	\$13.50	\$37.70	\$51.20	\$55.19	\$0.18	\$51.38	\$55.37

2 The price for Standard Cable includes Basic Service and Expanded Basic Service.

3 A cable box/converter may not be necessary to view Basic Service and Standard Cable. Please visit www.comcast.com/cablebox or call 1-800-COMCAST for further information.

4 Digital Starter includes Standard Cable, Digital Cable Box, Remote Control, Interactive Program Guide, movieplex, C-SPAN2, Music Choice[®], and limited Channel 1 On Demand content.

5 Franchise Related Costs are costs associated with providing public, educational or government access facilities, equipment or other related costs in your community. Franchise Related Costs are applicable to all levels of service.

Channel 1 On Demand/ IN DEMAND PPV^{1,3,14}

General Entertainment Programming	FREE ¹³
HBO, Cinemax, Showtime, TMC, Starz	Access included with Digital Premium Pack subscription only.
New Released Movies	\$3.99/Movie
Movie Double Features	\$4.99 or \$5.99/Each
High-Definition Movies	\$3.99 to \$5.99/Movie
Adult Programming	\$9.99 to \$13.99/Movie
Monthly Subscription Content	\$5.99 to \$16.99/Each
Includes your choice of: WWE 24/7, Howard Stern, Bollywood, Too Much for TV, Filipino & more!	
Yearly Subscription Content	\$109.99 to \$149.99/Each
Includes Howard Stern	
Live Sports Events & Concerts	Prices vary by event

Premium Pack Choices⁹

HBO Pack — Includes: HBO, HBO2, HBO Signature, HBO Family, HBO Comedy, HBO Zone, HBO Latino, HBO On Demand, HBO HD ⁷	
Cinemax Pack — Includes: Cinemax, MoreMAX, ActionMAX, ThrillerMAX, Cinemax On Demand, Cinemax HD ⁷	
Starz Pack — Includes: Starz, Starz Cinema, Starz Comedy, Starz Edge, Starz InBlack, Starz Kids & Family, Starz On Demand, Starz HD ⁷	
Showtime Pack — Includes: Showtime, Showtime Too, Showtime Showcase, Showtime Extreme, Showtime Beyond, Flix, Showtime On Demand, Showtime HD ⁷	
The Movie Channel Pack — Includes: The Movie Channel, TMC Xtra, The Movie Channel On Demand	

A la carte Choices⁸

Sports Entertainment Pack⁹	\$ 7.95
BET on Jazz, CSTV, FCS Atlantic, FCS Central, FCS Pacific, Fox Movie Channel, Fox Soccer, Fox TV, NBA TV, NFL Network, Outdoor Channel, Speed Channel, Tennis Channel, Turner Classic Movies, TVG	
Family Tier¹⁰	\$14.95
C-SPAN, C-SPAN2, Discovery Kids, Disney Channel, Do It Yourself Network, Food Network, CNN Headline News, Home & Garden TV, National Geographic Channel, Nickelodeon, Nick GAS, PBS Kids Sprout, The Science Channel, Toon Disney, Trinity Broadcast Network, The Weather Channel	
International Channels⁸	
Canales Selecto (Hispanic)	\$ 8.95
Includes On Demand en español	
RAI (Italian)	\$ 9.95
RTN (Russian)	\$14.95
SPT (Portuguese/Brazilian)	\$ 9.95
TV Globo (Brazilian)	\$19.95
TV5MONDE (French)	\$ 9.95
Zee TV (South Asian)	\$14.95
CTI Zhong Tian (Chinese)	\$11.95

Comcast Digital Premium Packs⁸

Choose from HBO, Cinemax, Starz, Showtime or The Movie Channel	\$19.95
Digital Video Recorder Service¹¹ (High-Definition) Monthly fee for digital box & remote is additional	\$12.95

Digital Video Recorder Service¹¹ (Standard Definition) Monthly fee for digital box & remote is additional	\$ 8.95
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Digital Additional Outlet Service Charge (High-Definition or Digital) Charge for reception of premium service(s) or package(s) on additional outlets. (per outlet)	\$ 3.51
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TV Guide[®] Weekly Magazine (mailed to your home)	\$ 4.20
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Playboy Channel^{8,12} Includes: 24-hour adult programming & Playboy On Demand. Parental control options are available.	\$19.95
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Comcast Digital Value Packages⁶ — All without purchasing a new TV or expensive equipment.

Digital Classic with Channel 1 On Demand	Digital Preferred with Channel 1 On Demand	Digital Preferred with Channel 1 On Demand plus one Premium	Digital Preferred Plus with Channel 1 On Demand	Digital Preferred with Channel 1 On Demand plus two Premiums	Digital Premier with Channel 1 On Demand	Digital Premier and Sports Entertainment Pack with Channel 1 On Demand
A&E HD ⁷ A&E Television BBC America Bloomberg CMT CNN HD ⁷ C-SPAN3 Current TV HD Theater Discovery Health Channel Discovery Kids Encore ESPN Classic ESPN HD ⁷ ESPN2 HD ⁷ ESPNNews EWTN Flix Food Network HD ⁷ Fox Reality fuse [®] G4 Gospel Music Channel Hallmark Channel HGTV HD ⁷ Independent Film Channel Jewelry TV by ACN MHD ⁷	MOJO/Comcast SportsNet HD ⁷ MTV2 National Geographic Channel HD ⁷ NESN HD ⁷ NFL Network HD ⁷ Nick GAS Nicktoons Noggin PBS Kids Sprout SoapNet Style TBS HD ⁷ The History Channel HD ⁷ The Science Channel The Word Network TNT HD ⁷ Toon Disney Trinity Broadcast Network TV One Universal HD ⁷ USA HD ⁷ VH1 Classic VH1 Soul VH1 Soul VH1 Soul WeatherScan Local Women's Entertainment	The Biography Channel CMT Pure Country Discovery Home Channel Discovery Times Channel Do-It-Yourself Network Encore Action Encore Love Encore Mystery Encore Westerns Fine Living Channel F!TV Great American Country History International movieplex R-lyft Lifetime Movie Network LOGO Military Channel MTV Tr3s MTV Jams NHL Network Nick 100 Oxygen retroplex Sundance Channel TVG Urgo TV	Digital Preferred	Digital Preferred	Digital Preferred	Digital Preferred
		Digital Preferred	Digital Preferred	Digital Preferred	Digital Preferred	Digital Preferred
		Any Premium Pack Choice	HBO & Starz Premium Packs	Any Premium Pack Choices	Premium Pack Choices	Premium Pack Choices
		\$27.45	\$38.45	\$38.45	\$51.45	\$55.45

All Digital Packages Include:
Interactive Program Guide
Access to limited Channel 1 On Demand content
Digital PPV
Over 47 channels of music^{8a}

6 Digital capable equipment is required to view these services. These Digital Packages are the current packages offered. Packages not listed are no longer available. Prices do not include box and remote. Certain restrictions apply. Service subject to availability.

7 High-definition capable equipment is required to receive high-definition channels. A minimum package subscription may be required to access certain HD channels.

8 Minimum service level required in order to receive Music Choice[®].

1 The minimum level of cable service you may purchase is BASIC SERVICE. As a cable customer, you must purchase BASIC SERVICE to subscribe to any other video service offered by Comcast. Service, programming and equipment are subject to availability. All pricing, programming and channel locations are subject to change. Please call 1-800-COMCAST for further information. The purchase of premium channels, packages and a la carte services (including IN DEMAND, Pay-Per-View and Channel 1 On Demand) requires the appropriate equipment. ©2007 Comcast. All Rights Reserved. All prices listed are per month charges unless otherwise specified and do not include applicable regulatory, FCC user and franchise fees, or federal, state & local taxes.

9 Digital capable equipment is required to view these services. Prices do not include cable box and remote.

10 Family Tier is available to customers who subscribe to Basic Service only. Family Tier requires a digital cable box and remote control, billed in addition to the Family Tier price. Additional equipment fees may apply. Pricing does not include applicable taxes, franchise and FCC fees. Music Choice[®] and Channel 1 On Demand are not available with the Family Tier. Family Tier can not be combined with any other Comcast Digital Cable Package. Premium channels are available at an additional cost to Family Tier subscribers.

11 Digital cable box with Digital Video Recorder capabilities required. DVR recording times are limited. HDTV compatible DVR is available. Channel 1 On Demand programs can not be recorded with DVR service. Prior to obtaining a DVR from Comcast, additional documentation or a credit verification may be necessary.

12 Not available as part of Digital Preferred, Digital Preferred Plus and Digital Premier. Available as an A la carte channel only.

13 With subscription to Digital Starter or above.

14 A minimum package subscription may be required to access certain Channel 1 On Demand content.

EXHIBIT E REGULATIONS RE NOTIFICATIONS

Sec. 76.1602 Customer service--general information.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
 - (2) Prices and options for programming services and conditions of subscription to programming and other services;
 - (3) Installation and service maintenance policies;
 - (4) Instructions on how to use the cable service;
 - (5) Channel positions of programming carried on the system; and
 - (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
- (c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

Sec. 76.1603 Customer service--rate and service changes.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by Sec. 76.1602.

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give 30 days written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.

(e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.

(f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

Note 1 to Sec. 76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

Note 2 to Sec. 76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

Note 3 to Sec. 76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

Sec. 76.1619 Information on subscriber bills.

(a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(c) A cable franchise authority may enforce the customer service standards set forth in this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

EXHIBIT F FORM FOR ANNUAL REPORTS

Location and hours of Payment Centers:

Telephone Hours:

Customer Service Telephone Number:

Local Emergency Contact for Franchising Authority use for technical matters:

Name:

Phone Number:

E-mail:

Address:

Cell Number:

Location of Headend (Reception Facility):

Miles of Cable Plant in Dover:

Number of Dover Subscribers:

System Reliability Percentage:

Copy of written complaint log, with personally identifiable information redacted.

Customer Service Phone Statistics, including numbers of dropped calls and average time for customers on "hold":

Certified Statement of Gross Annual Revenues and Franchise Fee Paid:

SECOND AMENDMENT TO NOVEMBER 28th, 2007

CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT

BETWEEN THE CITY OF DOVER, NEW HAMPSHIRE, AND
COMCAST OF MAINE/NEW HAMPSHIRE, INC.

WHEREAS, Comcast of Maine/New Hampshire, Inc. (hereinafter “Franchisee”), is the duly authorized holder of a Cable Television Franchise Renewal to operate a cable television system in the City of Dover, New Hampshire (hereinafter the “City”) pursuant to NH RSA 53-C, as amended, said Franchise Renewal having commenced on November 28th, 2007;

WHEREAS, Franchisee and the City wish to amend the Cable Television Franchise Renewal Agreement;

WHEREAS, Section 9.4 of the Renewal Cable Television Franchise Agreement authorizes amendment by written agreement following publication of the proposed amendment in a manner consistent with NH RSA Chapter 43;

WHEREAS, the City Council of the City of Dover as Franchising Authority (hereinafter “Franchising Authority”) is authorized to amend the Cable Television Franchise Renewal Agreement pursuant to RSA 53-C;

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that the Cable Television Renewal Agreement is hereby amended as follows:

Section 2.2, Term: Add a new Section 2.2 (a) inserted therefore:

2.2 (a) The term of this non-exclusive Renewal Franchise shall be extended for a period of ten (10) years and shall expire at midnight on November 27th, 2027.

Section 2.4 – Franchise Fees: is deleted and a new Section 2.4 (a) is inserted therefore:

The Franchisee shall pay to the City a Franchise Fee in an amount not to exceed four percent (4%) of the Franchisee’s Gross Annual Revenues. Such Franchise Fee shall go into effect ninety (90) days after the Effective Date of this Second Amendment to the Cable Television Franchise Renewal Agreement. The Franchise Fee payment shall be made quarterly within sixty (60) days after the end of the Franchisee’s fiscal quarters for the preceding quarter.

WITNESS OUR HANDS AND OFFICAL SEAL, this ____ day of _____, 2017.

CITY OF DOVER

BY:

J. Michael Joyal, Jr.
City Manager

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

BY:

Tracy L. Pitcher
Regional Sr. Vice President
Greater Boston Region



April 21, 2017

J Michael Joyal, City Manager
City of Dover
280 Central Avenue
Dover, NH 03820

Re: High School – Future Business Parks – High Definition

Dear Mr. Joyal:

The purpose of this letter is to outline Comcast's discussions with Mike Gillis, Media Services Manager for the City of Dover regarding the new High School, Comcast's pledge to actively extend cable service to future business parks, and Comcast's agreement to engage in future discussions relative to Public, Educational, and Governmental (PEG) Access Programming in high definition. These discussions were part of our franchise renewal negotiations.

As a result of these discussions, Comcast agrees to work with the City and the Dover School District to move the Video Return Line provided under the November 28th, 2007 Cable Television Franchise Renewal Agreement between Comcast and the City. It is Comcast's understanding the new High School is adjacent to the existing High School. Comcast will need ample notice as to when walls and conduits are available to accept the Video Return Line.

Additionally, Comcast will work with the School's electrical and/or technology engineer during the design and construction of the new High School to address the needs for television drops and television distribution equipment in the new High School, and will provide the necessary cable at no cost.

Comcast is committed to extending cable service to new businesses and business and industrial parks in the City of Dover. Comcast will actively engage in the planning and approval process for future business and industrial parks, and will meet with the City of Dover and/or developers to discuss the feasibility of extending the Cable System to new business parks.

In response to the City of Dover's stated goals and PEG Access Programming discussions during the renewal franchise negotiations, Comcast will commit to meet with the City to discuss the technical and economic feasibility of distributing one (1) PEG Access Channel in High Definition (HD) format as described herein or, if applicable a viable alternative. Commencing with the Effective Date of the Second Amendment of the Cable Television Franchise Renewal Agreement dated _____, Comcast and the City understand and agree to the following:

Following the third anniversary of the Effective Date of Second Amendment of the Cable Television Franchise Renewal Agreement, upon written request of the City, the parties agree to

meet and discuss the possibility of distributing one (1) PEG Access Channel in HD format. The discussion shall take into consideration the following:

1. The technical and economic feasibility of providing one (1) PEG Access Channel in HD format;
2. The cost to Comcast and/or City/PEG Access Provider to make available one (1) PEG Access Channel in HD format;
3. The identity of other Towns in Comcast's NH Systems in which PEG channels are distributed to Subscribers in HD format;
4. The percentage of locally produced, non-repetitive, and non-character generated original PEG Access Programming produced in HD by the City/PEG Access Provider and the future plans of the City/PEG Access Provider to continue production of such content in HD format;
5. Reclamation of existing Standard Definition (SD) PEG Access channel(s) and customer interest in receiving PEG Access programming in HD format;
6. The HD penetration rate in the City;
7. The impact on Subscriber rates; and
8. The potential drop of other HD programming.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Bryan Christiansen, Sr. Manager
Government & Regulatory Affairs

Cc: Gerry Buckley, Director Government & Regulatory Affairs
Comcast Division Government & Regulatory Affairs
Comcast Division Finance

Amendment to the Cable Television Franchise Renewal Agreement
Between the City of Dover, NH
And
Comcast of Maine/New Hampshire, Inc.

At the Franchising Authorities request, the parties hereby agree to amend Section 1.1 (o) of the franchise agreement which reads as follows;

- (o) Gross Annual Revenues: All revenue received by the Franchisee that is derived from the operation of the Cable System within the City for the provision of Cable Services. Gross Annual Revenues shall include, without limitation, all Subscriber Cable Service monthly fees, installation and reconnection fees, monthly pay, pay-per-view and on demand services, Cable Service equipment rental, leases or sales, if any; all other Cable Service fees; downgrade, upgrade and any similar fees; advertising revenues; home shopping revenues; and any fees paid for channels designated for commercial use. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall not include bad debt expense. Gross Annual Revenues shall not include any fee or tax on services furnished by Franchisee and paid to any governmental entity and collected by the Franchisee on behalf of such entity, nor shall Gross Annual Revenues include any fees on franchise fees.

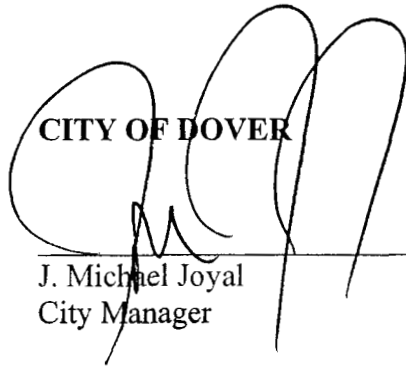
To read as:

- (o) Gross Annual Revenues: All revenue received by the Franchisee that is derived from the operation of the Cable System within the City for the provision of Cable Services. Gross Annual Revenues shall include, without limitation, all Subscriber Cable Service monthly fees, installation

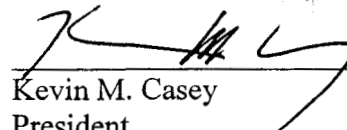
and reconnection fees, monthly pay, pay-per-view, on demand services, Cable Service equipment rental, leases or sales, if any; all other Cable Service fees; downgrade, upgrade and any similar fees. Gross Annual Revenues shall not include any fee or tax on services furnished by Franchisee and paid to any governmental entity and collected by the Franchisee on behalf of such entity, nor shall Gross Annual Revenues include any fees on franchise fees.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Cable Television Franchise Renewal to be executed by their duly authorized representative this 30 day of February, 2009.


Witness


CITY OF DOVER
J. Michel Joyal
City Manager

Accepted By:
**COMCAST OF MAINE/NEW
HAMPSHIRE, INC.**


Kevin M. Casey
President
NorthCentral Division



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2017.06.14 – 066**
Resolution Re: Appropriation of Arena Capital Reserve Funds for Hot Water Heater Purchase

WHEREAS: The Arena currently has two A.O. Smith 65 gallon gas fired water heaters that were installed in 2001. Each one has the capability of producing 296 gallons of hot water per hour. The current heaters have both failed simultaneously in the past few weeks due to age and need to be replaced as soon as possible; and

WHEREAS: The Arena is currently in its annual maintenance period and it is advantageous due to this timing to replace the units right away. Pricing for the work was received from Dennis Munson Plumbing and Heating, who is the current plumber who provides this type of work at approved bid rates; and

WHEREAS: The City Council desires to make public improvements at the Arena and to finance these improvements with transfer from Arena Reserve Trust Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT: The following capital outlay is appropriated as part of the FY17 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Fund in the amount listed below:

Item	Description	Appropriation	Funding	Fund
1	Arena Hot Water Heater Improvements	\$22,400.00	Arena Improvements Reserve	Trust
Total		<u>\$22,400.00</u>		

NOTE: In accordance with City Charter C6-6 this resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2017.06.14 – 066**
Resolution Re: Appropriation of Arena Capital Reserve Funds for Hot Water Heater Purchase

DOCUMENT HISTORY:

First Reading Date: 06/14/2017	Public Hearing Date: 06/28/2017
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote: 10/26/2016	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does / does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2017.06.14 - 066**
Resolution Re: Appropriation of Arena Capital Reserve Funds for Hot Water Heater Purchase

RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates reserve trust funds to finance an FY17 Capital Improvements – Arena Hot Water Heater Purchase. In addition, it authorizes the transfer of Reserve Trust Fund moneys for this purpose.

The Arena currently has two A.O. Smith 65 gallon gas fired water heaters that were installed in 2001. Each one has the capability of producing 296 gallons of hot water per hour. The water heaters supply hot water to two holding tanks and from those holding tanks hot water is distributed to every shower and sink in the building including hot water for the Zamboni in the Holt garage.

The current heaters have failed simultaneously in the past few weeks due to age and need to be replaced as soon as possible. The Arena is currently in its annual maintenance period and it is advantageous due to this timing to replace the units right away. Pricing for the work was received from Dennis Munson Plumbing and Heating, who is the current plumber who provides this type of work at approved bid rates. On February 28, 2017 the City Council approved Dennis Munson Plumbing & Heating of Dover NH as the City's plumbing contractor for a term of 1 year per bid #B17033..

The following table reflects the amount to be appropriated from the Reserve fund and the estimated balance as of 6/14/2017:

Description	Proposed Appropriation	Balance 6/14/2017
Trust Reserve Funds CIP		
Arena Improvements Reserve	\$22,400	\$22,850
Total	<u>\$22,400</u>	



COI or waiver needed. 6/6/17

MES

PERMIT APPLICATION CITY OF DOVER, NEW HAMPSHIRE

Check(✓) the type of application:

PARADE** _____, ROAD TOLL*** X

Fill In Completely and Return To City Clerk – PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: ACS Relay For Life Rochester NH
Federal Tax ID number for Organization: 13788491

Check(✓) Nature of Organization:

Religious _____, Educational _____, Charitable X, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
Name/Description of Event (if applicable): Val Road Annual Fundraiser, Angels of Hope
Contact Person: Liz Lowell Day Time Telephone: 603 692 7460
Address: 43 Adams Rd Portsmouth NH 03878 Email: LizLowell@Comcast.net
Date of Event: October 1, 2017 Specific Time: 8-5
Location of Event (if parade, attach course description or map): Central Ave @ Oak St

*****PARADE PERMITS*****

****NOTE: ALL REQUESTS FOR PARADE PERMITS MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA**

Police Department Parade Route Approval Signature: _____
Printed Name: _____ Check Here If Parade Route Is Attached: _____

*****ROAD TOLL PERMITS*****

*****NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT**

Road Toll Location: Central Ave / Oak
Police Department Road Toll Approval Signature: _____
Printed Name: Sgt. Marn Speidel, Traffic Bureau PPD

Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Organization/Applicant shall provide the City a certificate of insurance evidencing such additional insured status no less than fifteen (15) days prior to the event.

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL per the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: [Signature] DATE: May 15, 2017
(duly authorized)

PRINTED NAME: Liz Lowell

Licensing Board Approval [Signature] Date: 6/7/17

1/2015



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2017.06.28 – 067**

Resolution Re: **Dog Warrant**

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

WHEREAS: RSA 466:14 requires town and city clerks, within 20 days from June 20th, to seek authority to issue a warrant to local law enforcement.

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

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

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2017.06.28 – 067**
Resolution Re: **Dog Warrant**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote: 06/22/2016	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses., Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Robert Carrier, At Large		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does pass.		

RESOLUTION BACKGROUND MATERIAL:

State law RSA 466:14 requires the City Clerk to obtain the authority to issue a warrant to the appropriate local law enforcement officer to continue the annual process of collecting fees and fines for dog registrations.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2017.06.28 – 068**

Resolution Re: B17056 Design Consultant for Brick & Floral Ave Area
Neighborhood Reconstruction

WHEREAS: A Sealed Request for Bid B17056 was issued and received for Design Consultant for Brick & Floral Ave Area Neighborhood Reconstruction on June 13, 2017 at 11:00am; and

WHEREAS: A mandatory prebid meeting was conducted May 23, 2017 with ten (10) firms attending. Proposals were received from seven (7) firms and the evaluating team consisting of city personnel shortlisted to the top three (3) candidates. The cost proposals were opened for these firms and the low bid and bid deemed most advantageous to the city, was submitted by Weston & Sampson of Portsmouth NH in the amount of \$84,926.00;

WHEREAS: It is the recommendation to award project to Weston & Sampson 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 Weston & Sampson of Portsmouth NH for design services for the brick and floral Ave Area at rates provided in conjunction with Bid B17056. 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
4017.1.300.43121.4751.03166.17	CS Streets Brick & Floral Ave	250,000	250,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2017.06.28 – 068**
Resolution Re: B17056 Design Consultant for Brick & Floral Ave Area
Neighborhood Reconstruction

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2017.06.28 – 068**
Resolution Re: B17056 Design Consultant for Brick & Floral Ave Area
Neighborhood Reconstruction

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested proposals for consulting services for design of the Brick-Floral Area Neighborhood Reconstruction Project. This area consists of the following streets: Brick Rd. – 550 lf, Floral Ave. - 920 lf, and High Ridge Dr. – 1,050 lf. The Consultant will provide engineering services for the design, specifications, and bid documents and clarifications for this project. The project entails roadway reconstruction, including curbs, sidewalks, some sewer main improvements/replacement, water service replacement and drainage improvements. The City would like to incorporate Low Impact Development strategies as part of the roadway improvements.

Bid Information:

A Sealed Request for Bid B17056 was issued and received for a Design Consultant for Brick & Floral Ave Area Neighborhood Reconstruction on June 13, 2017 at 11:00am;

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:	308	Number of Responses:	7
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	Oct 2017
Recommended Award to:	Weston & Sampson Engineers	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17056 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2017.06.28 – 069**

Resolution Re: **B17065 Bituminous Concrete Asphalt Picked Up**

WHEREAS: A sealed request for bid B17065 was requested and received for Bituminous Concrete Asphalt (Picked Up as Needed) on June 7, 2017 at 1:00 pm; and

WHEREAS: This is “Hot Top” material that will be picked up by City personnel or by City authorized contractors at the vendor’s location as needed; and

WHEREAS: Two bids were submitted for review. Both vendors offered the same rate in the amount of \$57.00 per ton for Base and \$59.00 per ton for Top. The City of Dover has identified two vendors to utilize where circumstances make it financially prudent to do so depending on proximity of vendor plant to the location of work being performed as well as availability of product. The recommendation is to issue a purchase order to both Brox Industries and Pike Industries as needed.

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 both vendors listed for as needed asphalt at rates provided in conjunction with Bid B17065. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
xxxx.1.300.xxxxx.4715.xxxxx.xx	CS Land Improvements	3,474,894	654,952

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2017.06.28 – 069**

Resolution Re: B17065 Bituminous Concrete Asphalt Picked Up

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2017.06.28 – 069**

Resolution Re: B17065 Bituminous Concrete Asphalt Picked Up

RESOLUTION BACKGROUND MATERIAL:

Two bids were submitted for review. Both vendors offered the same rates in the amount of \$57.00 per ton for Base and \$59.00 per ton for Top. The City of Dover has identified two vendors to utilize where circumstances make it financially prudent to do so depending on proximity of vendor plant to the location of work being performed as well as availability of product. The recommendation is to issue a purchase order to both Brox Industries and Pike Industries as needed.

Bid Information:

A sealed request for bid B17065 was requested and received for Bituminous Concrete Asphalt (Picked Up as needed) on June 7, 2017 at 1:00 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:	133	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	6/30/2018	Estimated Delivery:	As needed
Recommended Award to:	Brox Industries and Pike Industries	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17065 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2017.06.28 – 070**
Resolution Re: B17066 Tree Removal Services

WHEREAS: A Sealed Request for Bid B17066 was issued and received for as needed Tree Removal Services on June 6, 2017 at 2:00 pm for a one year term with option to renew for two additional one year terms, at mutually negotiated rates and contingent upon funding availability and vendor satisfaction; and

WHEREAS: Two proposals were received and evaluated and the low bid was submitted by the current vendor, Urban Tree Services of Rochester NH. It is the recommendation to award to Urban Tree Services at the same rate as the past two years and provided in their proposal.

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 Urban Tree Services of Rochester NH for as needed tree services at rates provided in conjunction with Bid B17066. 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	FY18 Appropriation Balance	
1000.1.300.43180.4432.00000	F & G Improvements other than Buildings	86,500	86,500

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2017.06.28 – 070**
Resolution Re: B17066 Tree Removal Services

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2017.06.28 – 070**
Resolution Re: B17066 Tree Removal Services

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, NH would like to contract with a qualified vendor to provide Tree Removal/Pruning Services, as needed and requested by the Community Services Department, Facilities and Grounds Division.

The work is to be done within ten (10) working days after notification, except in an emergency situation, in which case response will be no later than twenty-four (24) hours after notification, perhaps sooner depending upon circumstances. A registered arborist shall be responsible for all work. All pruning shall be done to National Arborist Standards.

Bid Information:

Sealed Request for Bid B17066 was issued and received for as needed Tree Removal Services on June 6, 2017 at 2:00 pm.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	76	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	6/30/2018	Estimated Delivery:	As needed
Recommended Award to:	Urban Tree Service	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17066 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2017.06.28 – 071**
Resolution Re: Cocheco and Bellamy River Sampling & Analysis with the University of New Hampshire

WHEREAS: The Cities of Dover, Portsmouth, and Rochester, (Coalition) have been working together to assess the belief that nutrients are causing serious impacts to the Great Bay estuary as has been supposed by the federal and state environmental regulatory agencies; and

WHEREAS: The Dover and Rochester communities have each shared the cost of the 2015 and 2016 studies. The University of New Hampshire (UNH) has submitted a proposal to provide 2017 sampling services for Cocheco and Bellamy River. The cost for services will be shared with the City of Dover paying for the Bellamy River costs and the City of Rochester paying the Cocheco River costs. The total cost to Dover is a fixed rate of \$32,956; and

WHEREAS: It is the recommendation to award the 2017 Bellamy River sampling project to UNH in the amount not to exceed \$32,956.00.

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 University of NH for 2017 Bellamy River Sampling services in the amount not to exceed \$32,956.00. 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
5320.1.300.43250.4725.04590.05	WWTP Facilities Upgrade	62,764.00	22,795.33
5320.1.300.43256.4725.04590.13	WWTP Facilities Upgrade	141,930.00	61,984.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2017.06.28 – 071**
Resolution Re: Cocheco and Bellamy River Sampling & Analysis with the
University of New Hampshire

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2017.06.28 – 071**
Resolution Re: Cocheco and Bellamy River Sampling & Analysis with the University of New Hampshire

RESOLUTION BACKGROUND MATERIAL:

The Cities of Dover, Portsmouth, and Rochester, (Coalition) have been working together to assess the belief that nutrients are causing serious impacts to the Great Bay estuary as has been supposed by the federal and state environmental regulatory agencies. The 2014 Peer Review report prepared by four independent experts determined that the available data does not support the conclusion that nitrogen levels are currently causing impacts in the estuary. The reviewers also recommended additional studies to further the current knowledge base and monitor the effects of improvements resulting from upgrades in Rochester and Dover that have occurred.

The communities of Dover and Rochester have each shared the cost of monitoring the Cocheco River in 2015 and 2016. The data collected from the 2015 and 2016 sampling showed a significant reduction in total nitrogen levels in the Piscataqua River near Dover's wastewater plant discharge following the treatment plant upgrade coming on line. Now that both Rochester and Dover's WWTPs have reduced nitrogen levels by as much as 80% during the growing season, it is important to continue monitoring the effects of those improvements in the estuary.

The tidal Bellamy River is the one tributary to the estuary that does not have a monitoring station. A new data sonde is available for deployment but funding to maintain the sonde and the collection and analysis of monthly water quality grab samples is not available. As the tidal Bellamy River is in Dover it is proposed that Dover fund the Bellamy River station and that Rochester fund the Cocheco station in 2017.

Researchers from the Jackson Lab at UNH will conduct the sample collection efforts during 2017. This will be the sixth year that the Jackson Lab researchers have conducted sampling on behalf of the Coalition. It has been a productive and cost effective relationship for the Coalition and UNH. The cost to perform the 2017 work in the Bellamy is \$32,956.

Bid Information:

No sealed bid.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	NA	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	As needed
Recommended Award to:	UNH	Fund:	WWTP facility upgrades
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 to waive bidding process

Cocheco & Bellamy River Sonde Deployment

Statement of Work

Stephen Jones & Thomas Gregory
University of New Hampshire
Jackson Estuarine Laboratory

Project duration: April 2017 – March 2018

INTRODUCTION

At the request of the Great Bay Municipal Coalition (GBC), a research team from the University of New Hampshire's Jackson Estuarine Laboratory (JEL) will deploy and maintain a datasonde, take periodic water column measurements, and collect water samples for analyses in the Cocheco and Bellamy rivers. The overall approach to be used will mirror what is done for all other sites as part of the GBNERR-SWMP/PREP monitoring program in the Great Bay estuary (GBE). The resulting data will consist of near-continuous datasonde measurements, along with water column measurements and analyses of water samples at this site during the deployment period, as detailed in the following text, and according to the new Great Bay monitoring QAPP (Gregory and Matso, 2017).

SAMPLING AND FIELD MEASUREMENTS PLAN

Cocheco River & Bellamy River sonde deployment sites

The sites for the sonde deployment in the Cocheco River will be located near the mouth of the river where it joins the confluence of the Piscataqua and Salmon Falls rivers. The US EPA has used several sites (CR-1,3,5,7) in recent years in this area for sonde deployment and we have chosen CR-7, the most suitable one from those sites based on accessibility, depth, proximity to boat travel and usefulness for modeling purposes.

The site in the Bellamy River will be near the GRBBR site in close proximity to the Portsmouth Christian Academy campus shoreline. Monthly grab samples will be collected from the floating docks at the Academy.

Tasks

There are two main field-based tasks involved with this project:

- 1) Datasondes will be used for temporally intensive monitoring of temperature, depth, salinity, conductivity, turbidity, pH, fDOM, chlorophyll *a* and dissolved oxygen. A Eureka Manta2 sonde or YSI EXO2 sonde will be deployed at the sites in the two rivers continuously from late April to early December prior to ice formation.

- 2) Once per month, we will measure water column conditions (using a handheld meter) and light attenuation, and collect grab samples for chlorophyll *a*, suspended solids,

fecal-borne bacteria and nutrient parameters. Triplicates will be collected twice during the 9 months of sampling. Additionally, monthly validation samples for chlorophyll-*a* and fDOM will also be collected to help validate the chlorophyll and fDOM probe readings.

Sample analyses will be conducted by the Water Quality Analysis Lab (WQAL) on the UNH main campus, the same as is used by the PREP program, as well as the UNH Jackson Estuarine Lab for TSS, chlorophyll *a* and fecal indicator bacterial analyses.

Reporting

The deliverables for this study include a SOP (PREP SOP and modify existing GBC project QAPP from 2011-14 studies) for all field and laboratory tasks, to be completed as close to the beginning of field and lab work as possible. The study results will be compiled into electronic data files in Microsoft Excel format and in hard copy, and made available to the Coalition as soon as the data have been verified.

Preliminary sonde data for each sonde deployment will be made available within two weeks of sonde recoveries. Preliminary nutrient data will be made available at three month intervals. These nutrient data will be reported within six weeks of the most recent sampling event in each three month interval. Specifically, nutrient data for April, May and June will be available by mid-August, data for July, August and September will be available by mid-November, and data for October, November and December will be available by mid-February.

A project Final Report will be written to describe field and laboratory procedures and outcomes. The data compilation and field/data reports that describe field and laboratory methods, QA/QC procedures and results, and observations will be completed following receipt and analysis of all data collection and sample analysis results-typically in the following March. Electronic files of both the data and the report will be submitted to the GBC and NHDES for uploading into their statewide water quality database.

APPENDIX: **FIELD METHODS**

#1: Temporally Intensive Monitoring with Datasondes

The datasonde will be deployed with an anchor and buoys. The sonde has battery replacement requirements that will require us to check them at bimonthly frequencies. Sondes will also be checked for fouling on a weekly basis during any intensive field studies in the area, or otherwise bimonthly, and de-fouled according to manufacturer's recommended procedures. There may be possible short breaks in the continuous data depending on the time needed for re-calibration, de-fouling and changing batteries, as well as unforeseen extreme weather events. One of the other GBC datasondes will be used as a backup to minimize problems.

Parameters Monitored with Datasondes

Parameter	Unit of Measure	Instrument	Depth interval
Temperature	°Centigrade	30k ohm thermistor temperature sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Salinity	ppt (from conductivity and temperature)	Conductivity sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Turbidity	NTU	Turbidity sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Dissolved oxygen	mg/L & % saturation	Optical dissolved oxygen sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Chlorophyll <i>a</i>	µg/L	Manta2 chlorophyll <i>a</i> sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Depth	meters	Depth sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
pH	pH units	pH sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths

Eureka sensor specifications

Temperature sensor; Range: -5 to +50°C; Resolution: 0.01°C; Accuracy: ±0.1°C

Conductivity sensor; Range: 0 to 100 mS/cm; Accuracy- 1.0% of reading ± 1 count

Salinity sensor; Range: 0 to 70 ppt; Resolution: 4 digits; Accuracy: $\pm 1\%$ of reading or 0.1 ppt, whichever is greater

Depth: Range- varies; Resolution: 0.01 m; Accuracy: $\pm 0.1\%$ full scale

Turbidity sensor; Range: 0 to 3,000 NTU; Resolution: 0.1 NTU; Accuracy: $<1\%$ of reading for 0-100 NTU, $<3\%$ of reading for 100-400 NTU and $<5\%$ of reading for >400 NTU

Dissolved oxygen optical sensor; Range: 0 to 200% saturation and 0 to 25 mg/L; Resolution: 0.1% saturation and 0.01 mg/L; Accuracy: 0 to 200% $\pm 1\%$ of reading or ± 0.02 mg/L, whichever is greater.

Chlorophyll *a* sensor; Range: 0.03 to 50 $\mu\text{g/L}$; Resolution: 0.01 $\mu\text{g/L}$; Accuracy: $\pm 3\%$

pH sensor: Range: 0 to 14 units; Resolution: 0.01 units; Accuracy: ± 0.02 units

YSI EXO2 Sensor Specifications:

Parameter: Temperature

Units: Celsius (C)

Sensor Type: Thermistor

Model#: 599870-01

Range: -5 to 50 C

Accuracy: -5 to -35: ± 0.01 , -35 to -50: ± 0.005

Resolution: 0.01 C

Parameter: Conductivity

Units: milli-Siemens per cm (mS/cm)

Sensor Type: 4-electrode cell with autoranging

Model#: 599870-01

Range: 0 to 200 mS/cm

Accuracy: 0 to 100: $\pm 0.5\%$ of reading or 0.001 mS/cm; 100 to 200: $\pm 1\%$ of reading

Resolution: 0.001 mS/cm to 0.1 mS/cm (range dependant)

Parameter: Salinity

Units: practical salinity units (psu)/parts per thousand (ppt)

Sensor Type: Calculated from conductivity and temperature

Range: 0 to 70 psu

Accuracy: $\pm 1.0\%$ of reading or 0.1 ppt, whichever is greater

Resolution: 0.01 psu

Parameter: Dissolved Oxygen % saturation
Sensor Type: Optical probe w/ mechanical cleaning
Model#: 599100-01
Range: 0 to 500% air saturation
Accuracy: 0-200% air saturation: +/- 1% of the reading or 1% air saturation, whichever is greater
200-500% air saturation: +/- 5% or reading
Resolution: 0.1% air saturation

Parameter: Dissolved Oxygen mg/L (Calculated from % air saturation, temperature, and salinity)
Units: milligrams/Liter (mg/L)
Sensor Type: Optical probe w/ mechanical cleaning
Model#: 599100-01
Range: 0 to 50 mg/L
Accuracy: 0-20 mg/L: +/- 0.1 mg/L or 1% of the reading, whichever is greater
20 to 50 mg/L: +/- 5% of the reading
Resolution: 0.01 mg/L

Parameter: Non-vented Level - Shallow (Depth)
Units: feet or meters (ft or m)
Sensor Type: Stainless steel strain gauge
Range: 0 to 33 ft (10 m)
Accuracy: +/- 0.013 ft (0.04 m)
Resolution: 0.001 ft (0.001 m)

Parameter: pH
Units: pH units
Sensor Type: Glass combination electrode
Model#: 599701(guarded) or 599702(wiped)
Range: 0 to 14 units
Accuracy: +/- 0.01 units within +/- 10° of calibration temperature, +/- 0.02 units for entire temperature range
Resolution: 0.01 units

Parameter: Turbidity
Units: formazin nephelometric units (FNU)
Sensor Type: Optical, 90 degree scatter
Model#: 599101-01
Range: 0 to 4000 FNU
Accuracy: 0 to 999 FNU: 0.3 FNU or +/-2% of reading (whichever is greater); 1000 to 4000 FNU +/-5% of reading
Resolution: 0 to 999 FNU: 0.01 FNU, 1000 to 4000 FNU: 0.1 FNU

#2: Nutrient-related grab sampling & chlorophyll *a* probe calibration

Previous studies with Eureka chlorophyll probes have shown that probe and grab sample measurements do not always co-vary (Jones and Gregory 2011). We will include grab sample chlorophyll *a* measurements to help understand what might influence any observed discrepancies in the sonde chlorophyll *a* measurements. The frequency of this sampling will be monthly, or more frequently in the case of intensive fieldwork in the area.

The following tables and accompanying text describe the parameters to be measured and samples that will be taken at each site.

Water Profiling Measurements

Parameter	Unit of Measure	Instrument	Depth interval
Temperature	°Centigrade	YSI Pro 2030	0.5 m
Salinity	ppt (from conductivity and temperature)	YSI 6560 sensor on a 6600 Datasonde	0.5 m
Light attenuation	PAR	LI-COR LI-193 Underwater Quantum Sensor & LI-1400 data logger	0.25 m, 0.5 m, 1.0 m, 1.5 m, 2.0m*
Dissolved oxygen	mg/L & % saturation	6150 ROX optical oxygen sensor on a 6600 Datasonde	0.5 m

* These depths are as water depth allows, and approximate depths. Actual depths will be according to the light attenuation profile to capture adequate intervals for calculating kd.

YSI handheld sensor specifications

Temperature 6560 Sensor; Range: -5 to +50°C; Resolution: 0.01°C; Accuracy: ±0.15°C

Conductivity 6560 Sensor; Range: 0 to 100 mS/cm; Resolution: 0.001 to 0.1 mS/cm (range dependent); Accuracy: ±0.5% of reading + 0.001 mS/cm

Salinity from conductivity and temperature; Range: 0 to 70 ppt, Resolution: 0.01 ppt; Accuracy: ±1% of reading or 0.1 ppt, whichever is greater

Depth; Range: 0 to 61 m; Resolution: 0.001 m; Accuracy: ± 0.12 m

LI-COR sensor specifications

LI-COR LI-193

Absolute Calibration: ± 5% in air traceable to NIST.

Sensitivity: Typically 7 µA per 1000 µmol s⁻¹ m⁻² in water.

Linearity: Maximum deviation of 1% up to 10,000 µmol s⁻¹ m⁻².

Stability: $< \pm 2\%$ change over a 1 year period.
 Response Time: 10 μ S.
 Temperature Dependence: $\pm 0.15\%$ per $^{\circ}\text{C}$ maximum.
 Angular Response: $< \pm 4\%$ error up to $\pm 90^{\circ}$ from normal axis (see Angular Response chart).
 Azimuth: $< \pm 3\%$ error over 360° at 90° from normal axis.
 Detector: high stability silicon photovoltaic detector (blue enhanced).

LI-COR LI 190

Absolute Calibration: $\pm 5\%$ traceable to the National Institute of Standards and Technology (NIST).
 Sensitivity: Typical $5\mu\text{A}$ per $1000\mu\text{mol s}^{-1}\text{ m}^{-2}$.
 Linearity: Maximum deviation of 1% up to $10,000\mu\text{mol s}^{-1}\text{ m}^{-2}$.
 Stability: Typically $< \pm 2\%$ change over a 1 year period.
 Response Time: 10 μ s.
 Temperature Dependence: 0.15% per $^{\circ}\text{C}$ maximum.
 Cosine Correction: Cosine corrected up to 80° angle of incidence.
 Azimuth: $< \pm 1\%$ error over 360° at 45° elevation.
 Tilt: No error induced from orientation.
 Operating Temperature: -40 to 65°C .
 Relative Humidity: 0 to 100% .

Water sampling methods

The water sampling methods will be based on our previous study conducted in 2011 in the Squamscott River (Jones and Gregory 2011) and will generally follow the US EPA National Coastal Condition Assessment field sampling Standard Operating Procedures. Method Reference: USEPA. 2009. National Coastal Condition Assessment: Field Operations Manual. EPA-841-R-09-003. U.S. Environmental Protection Agency, Washington, DC.

The sampling details for each parameter are detailed as follows:

Parameter	Sample Method	Depth interval
Dissolved nutrients	grab sample by hand	0.5 m
TSS	grab sample by hand	0.5 m
Particulate organic carbon & nitrogen	grab sample by hand	0.5 m
Chlorophyll <i>a</i> & phaeophytin	grab sample by hand	0.5 m
Fecal indicator bacteria	grab sample by hand	0.5 m

ANALYTICAL METHODS

Parameters: Dissolved nutrients

Nitrate + nitrite:

- i.) Methods reference: US EPA Method 353.2
- ii.) Brief Description: Automated Cd-Cu reduction detection of filtered water samples. The typical range is 0-10 mg N/L. The MDL is 0.005 mg N/L.

Ammonium:

- i.) Methods reference: US EPA Method 350.1
- ii.) Brief Description: Automated phenate detection of filtered water samples. The typical range is 0-1.0 mg N/L. The MDL is 0.005 mg N/L.

Total dissolved nitrogen:

- i.) Methods reference: Merriam et al. 1996.
- ii.) Brief Description: HTCO with chemiluminescent N detection of filtered water samples. The typical range is 0-10 mg N/L. The MDL is 0.09 mg N/L.

Dissolved organic carbon:

- i.) Methods reference: US EPA Method 415.1
- ii.) Brief Description: High Temperature Catalytic Oxidation (HTCO). The typical range is 0-20 mg C/L. The MDL is 0.05 mg C/L.

Parameters: Total Suspended Solids and non-volatile solids

- i) Methods reference: Langan, R. 1992. UNH JEL Standard operating procedure for water sample filtration and analysis of total suspended solids, non-volatile suspended solids, chlorophyll and phaeopigments. JEL SOP 1.06. In: Standard operating procedures and field methods used for conducting ecological risk assessment case studies. Mueller et al. eds. 1992. USEPA, US Navy (NRaD) Technical Document 2296.
- ii) Brief Description: TSS-A measured amount of water is vacuum filtered through pre-washed and pre-weighed 47mm glass microfiber filter. Filters are dried at 80°C for 24 hours, transferred to an airtight dessicator and weighed on an analytical balance.

Parameters: Chlorophyll *a* & phaeophytin *a*

- i) Method Reference: EPA Method 445.0. In Vitro Determination of Chlorophyll *a* and Phaeophytin *a* in Marine and Freshwater Algae by Fluorescence.
- ii) Brief Description: Sample water (usually about 60 mL) is vacuum filtered through a 25 mm glass microfiber filter. The filter is then frozen immediately in liquid nitrogen until further processing. Filters are then mixed with 90% Acetone and set into a centrifuge tube and refrigerated overnight. The following day, samples are vortexed then centrifuged for five minutes. Fluorescence is then determined before and after acid addition using a Turner Aquafluor fluorometer.

Parameters: *Bacterial indicators of fecal pollution*

- i) Enterococci: Method reference- Method 1106.1. Enterococci in Water by Membrane Filtration Using membrane Enterococcus-Esculin Iron Agar (mE-EIA). December 2009
- ii) Fecal coliforms: Method reference- Rippey, S.R., W.N. Adams and W.D. Watkins. 1987. Enumeration of fecal coliforms and *E. coli* in marine and estuarine waters: an alternative to the APHA-MPN approach. J. Wat. Pollut. Cont. Fed. 59: 795-798.
- iii) *Escherichia coli*: Method reference-US EPA Method 1103.1. *Escherichia coli* (*E. coli*) in Water by Membrane Filtration Using membrane-Thermotolerant *Escherichia coli* Agar (mTEC). March 2010

2017 Draft Budget for Expanding Receiving Waters Monitoring in Tidal Rivers by Existing UNH Programs ->BELLAMY RIVER

Analytical Services	Number of Grab Samples	22	1 station in receiving waters, 2 samples per month (high and low tide), April-December, triplicate samples for 2 station visits.
	Cost per Grab	192.30	includes enterococci, fecal coliforms and <i>E. coli</i> as well as additional chl and fDOM samples each month for validation (so chl and CDOM samples every 2 weeks)
	Total Analysis Cost/Year	\$4,231	
Vessel Costs	vessel time/month	\$165	Range of boat costs is: \$90 to \$125 per day.
	Total Vessel Time/Year	\$2,228	1.5 days of boat time per month, April to December for a total of 13.5 days. Sampling, cleaning, servicing/swapping out
Personnel-Field & Lab, data management, rapid data delivery, final DES QAQC	Personnel Time	\$4,500	~2 days per month x 12 months; personnel time includes: preparation, field work, sonde servicing, data processing and submittal work.
	Fringe	\$1,886	
	Total Personnel + Fringe/yr	\$6,386	
Personnel- project management, reporting	Personnel time	\$7,070	1 week of time for SJ and 2 weeks for TG
	fringe	\$2,962	
	Total personnel & fringe	\$10,032	
Supplies	Total Supplies	\$1,500	Estimate for filter pads, acids, lab supplies, PAR sensor maintenance/calibration, YSI 85 maintenance, chlorophyll fluorometer maintenance, calibration standards, sonde maintenance, new pH probe each year, etc...
Indirect Cost	Total Indirect Costs	\$8,580	Other On-Site Rate of @ 35.2%
Total Annualized Cost	TOTAL = \$32,956 per year		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2017.06.28 – 072**

Resolution Re: Emergency Repairs to the Varney Brook Pump Station

WHEREAS: City staff discovered a severe leak on the force main inside the pump side of the Varney Brook Pump Station on June 9, 2017. This station handles the entire Southern end of Dover and pumps 500,000 to 700,000 gallons per day directly to the Waste Water Treatment Plant. The leak is on a bolted flange fifteen feet off the floor and to make repairs, staff needs to bypass the pumping operations and also requires outsourced assistance due to the location of the leak; and

WHEREAS: Godwin Pumps of America Inc has provided a portable pumping system that will allow bypass of the daily flow in order to make the emergency repairs to the sewer main. Costs include one month rental of the unit, delivery and pick up, as well as travel and technician rates for set up in the estimated amount of \$37,548.00; and

WHEREAS: Penta Corporation was hired by the City in 2016 for the water facilities upgrades and has provided an hourly rate to assist the City with emergency repairs to the force main at the Varney Brook Pump Station in the estimated amount of \$7,500.00; and

WHEREAS: The estimate total costs of the project is \$45,048.00 and over the \$25,000.00 threshold thereby requiring council approval.

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

3-37-A Emergency Purchases: The City Manager may waive the competitive bidding procedures where there exists an emergency as determined by the City Manager.

The Purchasing Agent is hereby authorized to issue Purchase Orders to Godwin Pumps of America Inc and Pent Corporation for emergency repair services at rates provided. 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
5320.1.300.43250.4741.00000.96	CS Sewer machinery & equipment	\$54,620.00	\$54,620.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2017.06.28 – 072**

Resolution Re: Emergency Repairs to the Varney Brook Pump Station

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2017.06.28 – 072**

Resolution Re: Emergency Repairs to the Varney Brook Pump Station

RESOLUTION BACKGROUND MATERIAL:

City staff found a severe leak on the force main, inside the pump side of the Varney Brook Station. This station handles the entire southern end of Dover and pumps 500,000 to 700,000 gallons per day directly to the WWTP. The leak is on a bolted flange 15 ft. off the floor and in order to do the repair, staff has to bypass the pumping operation of the station. Due to the height off the floor and the size of the force main, 12" tying into a 16", city crews will need outside assistance to do the repairs.

Bid Information:

3-37-A Emergency Purchases: The City Manager may waive the competitive bidding procedures where there exists an emergency as determined by the City Manager.

Purchasing Information:

Type:	Purchase Order	Advertised:	NA
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	NA	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	One month
Prices will hold for:	Until completed	Estimated Delivery:	June 15, 2017
Recommended Award to:	Godwin Pumps of America Inc and Penta Corporation	Fund:	Sewer
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase amount exceeds the \$25,000 amount requiring Council approval



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2017.06.28 – 073**

Resolution Re: Operation and Maintenance of Tolend Road Pump Station and Sewer Force Main

- WHEREAS: The former municipal landfill located on Tolend Road has a groundwater extraction system which discharges water to the city sewer system via a dedicated pump station and sewer force main which services the landfill and requires frequent cleaning and maintenance on a coordinated schedule with groundwater extraction system; and
- WHEREAS: The City has received a proposal from CES Inc/Blue Granite Environmental Consultants, the contractor performing operations and maintenance at the Tolend Landfill remediation system, to perform operations and maintenance activities on the City's pump station and sewer force main that extends from Tolend Road to County Farm Cross Road; and
- WHEREAS: The City seeks to coordinate the pump station and sewer force main cleaning with the land fill remediation system cleaning to alleviate downtime of the remediation system. In an effort to improve the system performance and meet operation objectives, it is the recommendation to award the operation and maintenance activities of the pump station and sewer force main to CES Inc of Brewer Maine in the amount of \$80,200.00; and
- WHEREAS: Dover Code 3-36B Competitive bidding may be waived by the majority vote of the City Council; 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 CES Inc of Brewer ME for operation and maintenance services of the pump station and sewer force main at a cost not to exceed \$80,200.00. 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
5320.1.300.43250.4341.00000	CS Sewer- Technical Services	204,800.00	200,225.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2017.06.28 – 073**

Resolution Re: Operation and Maintenance of Tolend Road Pump Station
and Sewer Force Main

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2017.06.28 – 073**

Resolution Re: Operation and Maintenance of Tolend Road Pump Station
and Sewer Force Main

RESOLUTION BACKGROUND MATERIAL:

The former municipal landfill located on Tolend Road has a groundwater extraction system which discharges water to the city sewer system via a dedicated pump station and sewer force main which services the landfill and requires frequent cleaning and maintenance on a coordinated schedule with groundwater extraction system.

The City of Dover Community Services Department operates and maintains the sewer pump station and sewer force main that extends from the former municipal landfill on Tolend Road to County Farm Cross Road where it discharges to the city gravity sewer. The sewer force main carries groundwater from the landfill groundwater extraction system. The extracted groundwater has a very high iron content and when the groundwater comes in contact with the atmosphere, iron precipitation occurs. The accumulation of the iron precipitate in the pump station and the sewer force main requires periodic cleaning to restore capacity lost due to clogging.

The landfill remediation system operation and maintenance contractor, CES, Inc, also performs similar cleaning activities on the remediation system throughout the year. The Community Services staff seeks to coordinate its pump station and sewer force main cleaning with the landfill contractor's system cleaning in order to alleviate excessive downtime of the remediation system. Community Services staff have multiple responsibilities which has prevented them from making the sewer force main line cleaning a high enough priority to keep the remediation system operating its intended level. In order to improve system performance and meet operational objectives, the contractor performing operation and maintenance on the landfill has submitted a proposal to perform the operation and maintenance activities on the City's pump station and sewer force main as well. The transition will insure minimum downtime of the landfill remediation system.

The proposal from the current contractor, CES/ Blue Granite Environmental Consultants, operating the landfill remediation system is desirable as they will perform cleaning of the pump station and sewer force main on a prioritized maintenance schedule that is coordinated with the maintenance of the remediation system. The total start up and year one annual cost to maintain the sewer pump station and sewer force main is \$80,200.00. CES, Inc scope of work is hereby included as part of this resolution.

The city currently receives more than \$240,000 annually in sewer fees from the landfill responsible parties.

Bid Information:

Dover Code 3-36B Competitive bidding may be waived by the majority vote of the City Council.

Award Information:

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

MEMO

To: Dean Peschel
From: Mike Deyling and Roger Bellerose
Re: City Lift Station Cleaning and Force Main Pigging
Date: June 9, 2017

We have updated this memorandum based on our discussions on May 24, 2017 during a Site visit with you, Bill Boulanger, Roger Bellerose and Neil Silkman (Ted Berry, Inc.) to describe protocols and costs associated with maintenance of the City of Dover's lift station and sewer force main serving the Dover Landfill Superfund Site on Tolend Road. The tasks include both ongoing maintenance items, as well as certain one-time costs that we believe are necessary to effectively clean and maintain the lift station and force main. The goal of the maintenance program is to maximize groundwater extraction from existing on-site wells and convey the water to the City's treatment plant via an existing force main and gravity sewer system.

Accumulation of iron precipitate within on-site piping, fittings and valves is removed approximately every 10 weeks +/- via a routine jetting and cleaning process. Pigging of the City's force main occurs on an as-needed basis when lift station pumps are unable to maintain discharge of extracted groundwater through the City's sewer system. In 2017, flow rates have been reduced at various times due to high level alarms from the City's lift station indicating that flow through the City's system is being restricted. Based on our understanding of the lift station operation and performance, we believe that several factors may be contributing to the reduced flow including:

- ♦ Accumulations of iron precipitate in portions of the conveyance system that cannot be accessed by jetting and/or pigging equipment.
- ♦ Check valves beyond the City's lift station that are not closing properly, allowing backflow into the lift station. *[Note that this concern and the bullet above are being addressed in a separate memorandum discussing piping modifications.]*
- ♦ Wear on lift station pumps that reduce pumping efficiency.
- ♦ Presence of iron precipitate that is not being effectively removed by pigging, or is accumulating more rapidly than anticipated in the City's force main.

In an effort to increase overall flow of groundwater to the City's treatment plant via the existing sewer system, CES and BGEC have prepared this proposal/memo that identifies recommended actions and maintenance to maximize flow. Costs presented in this memo assume that the work will be conducted coincident with routine jetting operations of the on-site gravity lines and force mains currently managed by Blue Granite Environmental Consultants (BGEC) and CES.

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ONE-TIME COSTS

Task: Purchase of Spare Lift Station Pump

The City's lift station is designed to operate with two pumps and a spare is to be maintained by the City for use when one of the 2 operating pumps requires maintenance. However, discussions with Bill Boulanger indicate that the spare pump is currently not serviceable and needs to be replaced. Recently, we have noted a "seal failure" alarm status on one of the lift station pumps. As a result, the lift station may be operating on one properly functioning pump and that pump may be insufficient to maintain maximum flow. As a result, we would recommend that a spare pump be purchased to maintain a backup in the event of an unanticipated pump failure and that existing pumps be serviced to ensure maximum efficiency.

Estimated cost: \$10,060 for a new pump and \$5,000 to service the existing 2 pumps. *[Note that our on-site conversations with Bill indicated that the City was in the process of purchasing a spare pump. If a spare pump is purchased, the purchase of a pump by CES would be unnecessary. However, we would recommend that a full service inspection be performed on the current pumps. The cost of a full service inspection/seal replacement would be on the order of \$5,000.]*

ON-GOING MAINTENANCE COSTS

Task: Cleaning the City Lift Station

This work will include removing the pumps from the lift station for inspection and cleaning. The lift station will be pressure washed and accumulated solids will be vacuumed from the lift station. It is anticipated that this work will be completed by the jetting contractor currently used on-site. We have assumed one additional day of jetting and cleaning beyond the current duration. We would recommend that this effort be conducted each time we complete an on-site jetting event (approximately every 10 weeks). Solids will be transported to the containment area on the landfill for dewatering.

Estimated cost: \$3,600 per event, which includes subcontractor cost as well as work conducted by BGEC in preparation of cleaning and oversight during cleaning activities. Assuming 5 events per year, the annual cost is estimated to be \$18,000.

Task: Pigging of City Force Main

This work will include progressive pigging of the 6-inch diameter force main by the Ted Berry Company. The progressive pigging assumes three runs through the pipe. The distance is estimated to be approximately 6,700 feet with a volume of approximately 10,000 gallons. This effort will include collecting the discharge solids (sludge) from the pigging operation at the downstream discharge and hauling it to the containment area on the landfill. The initial pigging run is expected to generate the majority of solids and will require the staging of multiple vacuum trucks to collect discharge water/sludge for transport to the landfill containment area. It is assumed that the pigging will be completed in one day.

Because of the larger diameter force main (6-inch) compared to the on-site force mains (3-inch), it is anticipated that pigging will occur with every second jetting event (i.e., approximately every 20 weeks). Pigging and on-site jetting will be coordinated to minimize down time for the system.

Dean Peschel | 06.09.2017 | 10780.001 | Page 2

Estimated cost: \$15,500 per event, which includes subcontractor cost as well as work conducted by BGEC in preparation of cleaning and oversight during pigging activities. Assuming 3 pigging events per year, the estimated annual cost is \$46,500.

Task: Routine Lift Station Pump Maintenance

This task would consist of the BGEC staff monitoring the pump station liquid levels weekly and performing inspections of the lift station low level and high level floats, pressure transducer, and inspecting the four-inch check valves, and four-inch gate valves during each lift station cleaning event. To assist in monitoring lift station performance, it would be helpful for us to have access to the lift station SCADA system.

In addition, we would recommend budgeting for a rotating pump seal repair at a six-month interval for lift station pumps. Given the recommended pump servicing in the initial “one time” task, we would suggest 2 additional services during the year.

Estimated cost: \$3,200 annual cost to monitor system, inspect components and verify performance. Cost for pump service is estimated to be \$5,000 for seal repairs on 2 pumps. Annual estimated cost is \$8,200.

Task: Expansion of Dewatering Basin

Establish additional settling/dewatering areas on the landfill to contain solids and water collected during jetting and pigging events. The containment area would consist of two separate settling areas to manage water and solids being discharged to the containment area. The separate basins will allow for longer drying periods for sludge, but maintain capacity for multiple events prior to disposal of accumulated solids. The containment would be constructed with hay bales forming the berm. Non-woven geotextile fabric will cover the base and berms to allow drainage of free water while containing solids.

Estimated cost: \$2,500 annual cost.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2017.06.28 – 074**

Resolution Re: **Tax Deeding for Unpaid Tax Liens**

- WHEREAS: In accordance with RSA Chapter 80 *Collection of Taxes*, the City Tax Collector is required to execute a Tax Deed to the City for property taxes that remain unpaid after two years from the date of Tax Lien; and
- WHEREAS: Via R-2016.10.12-138, approved on October 12, 2016, the City Council determined that 9 parcels out of 16 eligible for tax deeding would not be tax deeded to the City as they would subject the City and its taxpayers to undesirable obligations and liability risks; and
- WHEREAS: Out of those 9 parcels, there are 6 taxable parcels (listed in the Background section of this Resolution) that the City contends would no longer subject the City and its taxpayers to undesirable obligations and liability risks if taken; and
- WHEREAS: The Tax Collector should deed these 6 parcels of property to the City through tax deeds consistent with RSA Chapter 80.

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

The City Council hereby no longer refuses to take by tax deed the 6 parcels of property listed in the Background Section of this Resolution.

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal
Form and Compliance:

Anthony Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2017.06.28 – 074**
Resolution Re: **Tax Deeding for Unpaid Tax Liens**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The following 6 taxable parcels are eligible for Tax Deeding as existing Tax Liens are unpaid for more than 2 years.

Tax Parcel ID	Property Owner Name	Street Address	Description	Unpaid Tax Lien Amount
M0047-C00009	BRISSON, RONEL P	9 Polly Ann Park	Mobile Home	\$ 946.98
M0047-C00076	DOTSON, MELISSA	76 Polly Ann Park	Mobile Home	\$5,025.92
M0047-C00046	FALLON, FREDERICK H JR	46 Polly Ann Park	Mobile Home	\$ 766.90
M0047-C00037	KAY, ROBERT T JR	37 Polly Ann Park	Mobile Home	\$6,050.52
M0047-C00042	WATSON, DIANE	42 Polly Ann Park	Mobile Home	\$ 772.81
M0047-C00044	WHEAT, JAMES	44 Polly Ann Park	Mobile Home	\$1,406.85



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R-2017.06.28 – 075**

Resolution Re: **The City of Dover, NH Supports the Goals of the Paris Climate Agreement**

WHEREAS: Climate change, including marked increases in the Earth's average temperature, is a serious environmental threat to our planet and its inhabitants; and

WHEREAS: For many years the City of Dover has recognized the threat of climate change, including, but not limited to threats of rising sea levels and increased severity of weather events such as severe storms and drought; and

WHEREAS: For many years the City of Dover has been committed to enhancing and improving its sustainable practices, including, but not limited to improving its energy efficiency, reducing its dependence on fossil fuels and manufactured chemicals, enhancing water protection and treatment, and conserving land and open space; and

WHEREAS: After many years of negotiation, in Paris, France on December 12, 2015, 196 nations, then including the United States of America, agreed to take steps to cut greenhouse gas emissions in an effort to limit global temperature increases well below 2 degrees Celsius and to pursue efforts to limit global temperature increases to 1.5 degrees Celsius (the "Paris Climate Agreement"); and

WHEREAS: While the Paris Climate Agreement is between nations of the world, the City of Dover recognizes its role in protecting the environment and supports the goals of reducing reliance of fossil fuels, limiting global temperature increases, and protecting and preserving natural resources.

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

The City of Dover recognizes the importance of the Paris Climate Agreement and its goals of cutting greenhouse gas emissions in an effort to limit global temperature increases well below 2 degrees Celsius and to pursue efforts to limit global temperature increases to 1.5 degrees Celsius.

AND, FURTHER BE IT RESOLVED THAT;

The City of Dover will continue its commitment to sustainable practices, including, but not limited to improving its energy efficiency, reducing its dependence on fossil fuels and manufactured chemicals, enhancing water protection and treatment, and conserving land and open space, and will seek to improve and enhance such practices consistent with the goals of the Paris Climate Agreement.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R-2017.06.28 – 075**
Resolution Re: **The City of Dover, NH Supports the Goals of the Paris Climate Agreement**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Greenshields
Councilor Gagnon

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

Climate change resulting from an increase in the Earth's average temperature is having, and will continue to have, a dramatic impact on the planet's environment and its inhabitants. Communities everywhere should take reasonable steps to reduce their dependence on fossil fuels, increase their energy efficiency, and protect natural resources. The Paris Climate Agreement represents an effort of most of the nations of the world to take such reasonable steps.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2017.06.28 – 076**

Resolution Re: Merit Plan Amendment – Pay Plan

- WHEREAS: The City Charter requires that the City Manager submit any amendments to the Merit Plan to the Council as an item on a regular Council meeting agenda; and
- WHEREAS: The Council shall within sixty days after having received the amendments take action to approve or disapprove them at a regular Council meeting; and
- WHEREAS: The Merit Plan includes, as attachments, the Classification and Pay Plans which establish the grade level and set the minimum and maximum rates of pay for each class of position in the City's Administrative Service.

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

The City Council accepts the attached Merit Plan amendments specific to the Pay Plan as submitted.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2017.06.28 – 076**
Resolution Re: Merit Plan Amendment – Pay Plan

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

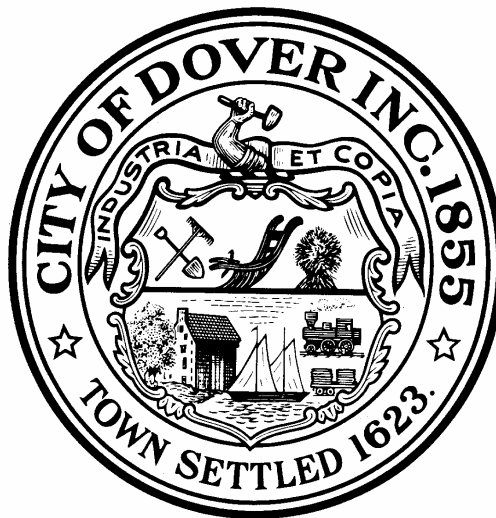
VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The Merit Plan includes, as attachments, the Classification Plan and Pay Plan which establish the grade levels and set minimum and maximum rates of base pay for each class of position in the City's Administrative Service. The City Manager wishes to propose an update to the Pay Plan with a Cost of Living Adjustment for Fiscal Year 2018 (July 1, 2017 – June 30, 2018) of 1.5%. A copy of the current Merit Plan, Classification Plan and amended Pay Plan are attached as background.

MERIT PLAN

CITY OF DOVER
New Hampshire



Submitted by

J. Michael Joyal, Jr
City Manager

Effective May 27, 2015

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MERIT PLAN OF THE CITY OF DOVER, NH

ARTICLE I. PURPOSE

It is the purpose of this Merit Plan to give effect to the provisions of the Dover, New Hampshire City Charter. The rules and regulations that comprise the Merit Plan and are contained herein shall be applied in accordance with the purpose of section C7-2 of the City Charter, which is interpreted and declared to be as follows:

- Section 1: To provide for an efficient system of modern personnel administration based on the principles of merit and designed to ensure sound and consistent employment practices.
- Section 2: To provide for the selection, appointment, promotion, training, transfer, lay off, discipline, and removal of City of Dover employees on the basis of merit.
- Section 3: To provide for a position classification system within the Administrative Service of the City, to be known as the Classification Plan.
- Section 4: To provide for a compensation system for City of Dover employees holding positions in the Classified Service of the City, to be known as the Pay Plan.
- Section 5: To provide for City of Dover employees a definite policy regarding annual leave, personal illness leave, and other leaves of absence.
- Section 6: To provide for City of Dover employees a definite policy regarding eligibility for participation in a retirement plan and other benefits.
- Section 7: To provide for City of Dover employees a procedure for appeals related to the application of these rules and regulations.
- Section 8: To provide for other matters necessary to ensure the maintenance of efficient service and the improvement of working conditions.

ARTICLE II. AMENDMENT OF MERIT PLAN

The City Manager may amend the rules and regulations contained within this Merit Plan from time to time as deemed suitable and necessary to carry out the provisions of the City Charter by submission of such amendments to the City Council. An amendment shall become effective pursuant to the provisions of the Dover City Charter C7-2. The Classification Plan and the Pay Plan are appended to and made a part of this Merit Plan. All amendments to the Classification Plan and all amendments to the Pay Plan shall become effective only after approval of the Dover City Council through the use of the procedure contained in Dover City Charter C7-2

ARTICLE III. DEFINITIONS

For the purpose of the rules and regulations contained herein, the following words and terms shall have the meaning indicated below:

- Definition 1: ADMINISTRATIVE SERVICE shall mean the entire body of employees holding positions in the Classified Service, all of whom serve under the appointive powers of the City Manager and/or department heads.
- Definition 2: APPOINTING AUTHORITY shall mean the City Manager or department head, who shall have the authority to hire and/or terminate the employment of persons for the City of Dover in accordance with the duties and powers conferred by the City Charter and these rules and regulations.
- Definition 3: APPOINTMENT shall mean the selection and hiring by the Appointing Authority of a person to fill a position in the Classified Service of the City. Appointments shall be of the following types: Original, Temporary, Re-Employment, Transfer, Promotion, Demotion.
- Definition 4: CLASSIFICATION, OR CLASS OF POSITIONS shall mean a position or grouping of positions in the Classified Service of the City having similar duties and responsibilities and requiring similar qualifications.
- Definition 5: CLASSIFICATION PLAN shall mean the overall organization of positions into groups or classes on the basis of the duties and responsibilities of the position and knowledge, skill and ability necessary for adequate performance of the essential functions of the position.
- Definition 6: CLASSIFIED SERVICE shall mean the collection of all full-time and part-time positions included in the Classification Plan of the City which are subject to the appointing authority of the City Manager and/or department heads.
- Definition 7: DEMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a lower maximum salary rate.
- Definition 8: DISCRETIONARY AND PROFESSIONAL SERVICE shall mean department heads or other employees who are immediate subordinates and report directly to the City Manager. Such employees are particularly qualified and regularly and routinely as part of their duties, exercise discretion and judgment over the performance of their functions. These employees are considered part of the Classified Service, but shall not always be subject to all provisions of the Merit Plan. As such, for the purposes of recruitment and retention of this type of personnel, the City Manager may provide these employees with additional benefits or incentives. The City Manager may enter into employment and severance agreements with employees who are members of the Discretionary and Professional Service. A Resolution for each agreement shall be placed as a separate item on the next regular Council agenda prior to the execution of the agreement by the City Manager. The proposed written agreement shall be available to the Council and to the public. The City Council shall review and approve or disapprove the cost items of all employment and severance agreements at the first available regular council meeting or within thirty (30) days whichever is less. Persons employed as part of the Discretionary and Professional Service shall be appointed by reason of their particular training and experience as determined by the City Manager to be the best qualified and available person for the job. Such persons shall not necessarily be appointed or promoted according to standard promotional procedures as applicable for all

other employees of the Classified Service. Discretionary and Professional Service employees shall receive a salary in compensation for their services rendered, irrespective of their regular hours of employment. Discretionary and Professional Service employees shall include, but not necessarily be limited to the Assistant City Manager, City Attorney, City Clerk and the department heads or other administrative staff as may be defined in the Administrative Code.

Definition 9: EMPLOYEE shall mean any person who has been appointed to a position in the Classified Service of the City in accordance with the provisions of the City Charter and these rules and regulations.

Definition 10: ENTRANCE EXAMINATION shall mean a standard examination which may be given to all applicants for appointment to a position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.

Definition 11: HOURLY EMPLOYEE shall be any employee compensated for each hour of work performed at an hourly rate as stipulated in the Pay Plan of the City of Dover for their particular position and pay step. Hourly employees are Fair Labor Standards Act non-exempt employees and are distinguished from salaried employees.

Definition 12: ORIGINAL APPOINTMENT shall mean the appointment of a person having never been previously employed by the City to a position in the Classified Service of the City.

Definition 13: PROBATIONARY PERIOD shall mean an evaluation period following appointment to a position in the Classified Service of the City which shall be utilized as fully as possible to determine the ability of the employee to satisfactorily fulfill the requirements of the position to which they were appointed. All employees appointed to positions in the Classified Service whose employment is intended to exceed four (4) months in a single calendar year shall be subject to a probationary period.

Definition 14: PROMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a higher maximum salary rate.

Definition 15: PROMOTIONAL EXAMINATION shall mean a qualifying examination which may be given to all applicants for appointment to a higher classified position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.

Definition 16: PROVISIONAL APPOINTMENT shall mean a non-competitive appointment of a person to a position in the Classified Service of the City made on a temporary basis pending the completion of a selection and appointment process.

Definition 17: RE-EMPLOYMENT shall mean the appointment of a person having been previously employed by the City to a position in the Classified Service of the City.

Definition 18: REGULAR FULL-TIME EMPLOYEE shall mean an employee who works more than thirty- two (32) per week for twelve (12) or more consecutive

calendar months in any position classification included in the Classification Plan of the City.

- Definition 19: REGULAR PART-TIME EMPLOYEE shall mean an employee who works thirty-two (32) hours or less per week and who is retained to work twelve (12) or more consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 20: SALARIED EMPLOYEE shall be any employee receiving a salary as stipulated in the Pay Plan of the City of Dover for their particular position and pay step as compensation for their services rendered, irrespective of their regular hours of employment. Salaried employees are Fair Labor Standards Act exempt employees and are distinguished from hourly employees.
- Definition 21: SEASONAL OR TEMPORARY FULL-TIME EMPLOYEE shall mean an employee who works more than thirty-two (32) hours per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 22: SEASONAL OR TEMPORARY PART-TIME EMPLOYEE shall mean an employee who works thirty-two (32) hours or less per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 23: TRANSFER shall mean a change of the employment status of an employee from a position in one class to a position in another class having an equal maximum salary rate.

ARTICLE IV. IMPLEMENTATION AND ADMINISTRATION

- Section 1: Status of Present Employees: Any person holding a position of employment in the City's service, upon the adoption and subsequent amendment of these rules and regulations, shall assume the status of the position held, and shall be presumed to have been appointed in accordance with the rules and regulations contained herein.
- Section 2: Personnel Officer: The City Manager shall be the Personnel Officer of the City of Dover, except as he/she may delegate such duties to another specific individual. Further, the City Manager may delegate limited aspects of the personnel function to other officers, department heads, or agents of the City. Duties of the Personnel Officer shall include the administration of all rules and regulations contained herein.
- Section 3: Applicability: The Merit Plan rules and regulations apply to all employees in the Classified Service of the City except, however, certain parts of these rules and regulations shall be superseded by any conflicting provision contained within an agreement executed pursuant to State Statute between the City of Dover and an authorized employee bargaining unit whose wages, benefits and conditions of employment are embodied in such agreement.
- Section 4: Regulatory Compliance: The City Manager shall have the authority to establish Administrative Regulations and such other administrative policies and procedures consistent with the intent and purpose of the Merit Plan as may be necessary to ensure ongoing compliance with federal and/or state employment

regulations. The City Manager shall notify the City Council of proposed changes and shall provide the City Council with a written copy of the regulations and policies by placing a copy in the City Clerk's office.

ARTICLE V. CLASSIFICATION PLAN

- Section 1: There shall be a Classification Plan for all positions of service in the City. For each class of positions within the City, this Plan shall establish a class title, a statement of purpose and general duties, authority and responsibility thereof, and the qualifications necessary or desirable for the satisfactory performance of the duties of said class. Any changes shall be approved by the City Council pursuant to the procedure stated in the City Charter C 7-2.
- Section 2: In maintaining the Classification Plan, the Personnel Officer shall approve and allocate to its appropriate class each position to be included in the Classified Service. In making such allocations, the Personnel Officer shall administer and provide for the uniform and equitable application of the Classification Plan to all positions of service in the City.
- Section 3: The class titles set forth in the Classification Plan shall be used to designate positions in the Classified Service of the City in all official records, vouchers and communications, and no person shall be appointed or employed in a position in the Classified Service under any class title which has not been first approved and allocated by the Personnel Officer. This requirement shall not exclude the use of statutory or working titles that may be used informally as appropriate or expedient.

ARTICLE VI. PAY PLAN

- Section 1: The Personnel Officer shall be responsible for the development and maintenance of a uniform and equitable Pay Plan, which shall consist of minimum and maximum rates of pay for each class of position and such intermediate steps or increments as considered necessary and equitable. Any changes shall be approved by the City Council pursuant to the procedures stated in the City Charter C7-2.
- Section 2: The Pay Plan shall be linked directly with the Classification Plan and shall be established and amended with due regard to ranges of pay for each class of positions; requisite qualifications for each class; prevailing rates of pay for comparable work in other private and public employment within the Dover area, or other comparable municipalities; cost of living factors; suggestions from department heads; other benefits received by employees; the financial condition of the City; and other economic considerations.
- Section 3: The compensation of each employee shall be reviewed annually by the City Manager and/or each department head for the purpose of determining which employee shall receive a wage adjustment. Wage adjustments shall mean an increase in the rate of pay, which will result in a move to the next higher step or increment of the established wage scale for the particular position of employment. Said increases in rate of pay shall be made in conjunction with the employee's annual performance evaluation, and shall be awarded on the first day

of the pay period immediately following July 1st of the fiscal year after completion of the respective performance evaluation.

- Section 4: Wage increases shall be based upon merit. An annual performance appraisal shall be completed for each employee by their supervisor(s) relating generally to their work habits, performance, and other related factors. Employees found to be performing satisfactorily by their supervisor(s) shall be recommended for a wage adjustment to the next higher pay step or increment on an annual basis. The performance review shall be made in order that employees who perform satisfactorily shall be rewarded, thus providing incentive for continued efficient work. All personnel records, including an annual performance evaluation, tardiness, and absences from work, and length of service to the City, shall be considered when making recommendations for wage adjustments.
- Section 5: All other pay increases received by employees shall be limited to salary adjustments or increases in the Pay Plan itself as a result of those adjustments considered necessary and equitable.

ARTICLE VII. RECRUITMENT AND APPOINTMENT

- Section 1: Equal Employment Opportunity: Individuals shall be selected for employment with the City from the best qualified persons applying for said employment without discrimination as to sex, age, race, color, national origin, creed, religion, political affiliations or any other non-merit based factors; preference being given to citizens of the City of Dover when all other qualifications are equal.
- Section 2: Recruitment: Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practical. The character of such search will vary from position to position, but normally shall include posting of notices of vacancy, advertising, and contact with State and other employment offices.
- Section 3: Selection: After completing all candidate evaluation procedures as the Appointing Authority may determine as relevant, necessary, and within the limits of the law, selection shall be made by the Appointing Authority from among those persons who have qualified for appointment.
- Section 4: Promotion: Present employees shall be given maximum opportunity for advancement in the service of the City. Present employees shall be given first consideration in filling a vacancy and shall be afforded training opportunities to qualify for promotion. It is recognized that from time to time, the good of the service may require that a vacancy be filled from outside the current service of the City.
- Section 5: Probation: The probationary period shall be regarded as an integral part of the appointment process and shall be utilized for closely observing an employee's work, ensuring the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards. All original and promotional appointments shall be for a probationary period of twelve (12) consecutive calendar months which may be extended by the Appointing Authority as may be required, but not for a period of more than four (4) additional consecutive months. At a minimum, each

probationary employee shall receive a six (6) month performance evaluation. In cases of original employment with the City, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which he/she was promoted, may be reinstated to the position from which he/she was promoted, unless such dismissal is the result of a disciplinary action. Any employee may be placed on probation for a period not exceeding twelve (12) months for cause after having completed probation, in which case the employee may be dismissed at any time without the right of an appeal or hearing in any manner. The provisions of this section apply to employees appointed to fill regular full-time and part-time positions in the Classified Service of the City.

Section 6: Training: In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Personnel Officer shall develop and implement educational training programs whenever possible.

Section 7: Transfer: If an employee, possessing the qualifications necessary to fill a vacant position within the Classified Service of the City, wishes to be transferred from his/her present department to another department, she/he shall be afforded an opportunity to apply and be considered for the position.

ARTICLE VIII. SENIORITY AND LENGTH OF SERVICE AWARDS

Section 1: When an employee transfers from one department to another, or is promoted within the Classified Service of the City, the date of original employment with the City shall count as the starting date for purposes of calculating seniority as it applies to longevity awards, vacation leave and other benefits. Classification seniority shall apply from the date of appointment to the most current position. Classification seniority and/or department seniority shall be distinguished from overall longevity or employment with the City. Employees who leave the employ of the City for a period greater than twenty-four (24) consecutive hours, and who do not work at least one (1) normal work day by reason of their termination of employment with the City, shall be considered permanently severed from employment with the City. Should a former employee of the City return to the employ of the City in either his/her former department or another department within one (1) year from the date of termination, he shall be entitled to consideration for the purposes of longevity pay and vacation benefits only. In all other respects, the re-employment of a former employee shall be considered as a new employment subject to all rules and regulations for new employees as of the date of their most current appointment.

Section 2: Longevity awards paid to employees for length of service shall be calculated on an annual basis from the date of first employment by the City and continuous employment thereafter. Longevity awards shall be paid to each employee on an annual basis as follows:

Five (5) years up to Ten (10) years	\$400/yr
Ten (10) years up to Fifteen (15) years	\$800/yr

Fifteen (15) years up to Twenty (20) years	\$1,200/yr
Twenty (20) years and greater	\$1,600/yr

The provisions of this section shall apply only to regular full-time employees and on a pro rata basis to regular part-time employees.

ARTICLE IX. POLITICAL ACTIVITY

- Section 1: No person holding a position in the Classified Service of the City shall seek or accept election, nomination or take an active part in, or make a contribution or donation to any municipal campaign or serve as a member of a committee of such club or organization or seek signatures to any petition provided for by any law, or act as a worker at the polls or distribute badges or pamphlets, or handbills of any kind favoring or opposing any candidate for election or for nomination to a municipal office. Nothing in this ordinance shall be construed to prevent any such employee or officer from becoming or continuing to be a member of a political organization, or from attendance at a political meeting, or enjoying entire freedom from all interference in casting his/her vote. Any person who wishes to accept or seek election or appointment to municipal office shall resign from the City Service upon indicating such intention by formal declaration or other evidence of candidacy. Any violation of this rule shall be sufficient grounds for the discharge of any officer or employee determined guilty of such violation.
- Section 2: Solicitation of Contributions: No officer or employee in the City service shall directly or indirectly contribute, solicit or receive, or be in any manner concerned in contributing, soliciting, or receiving any assessment, subscription, contribution, whether voluntary or involuntary, for any municipal political purpose whatever.

ARTICLE X. HOURS OF EMPLOYMENT, ATTENDANCE AND LEAVE

- Section 1: The City Manager and/or department heads shall establish hours of employment and work schedules of employees with due consideration for the varying requirements of the different City operations. Whenever possible, hours of employment for employees in the same class of the same work shall be uniform. The City Manager and/or department heads may, for temporary periods, change the work schedule to accommodate business needs.
- Section 2: Holidays: The following paid holidays shall be provided for employees by the City of Dover:
- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| Christmas Day | |

When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City Employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. The provisions of this section shall apply to regular full-time employees and on a pro rata basis to regular part-time employees.

Section 3: Annual Leave: Annual leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Annual leave shall accrue from the date of original hire. An Employee may take annual leave only after the end of the probationary period. If an employee is terminated from employment with the City for any reason during the probationary period, no payment of annual leave will be made by the City. The posting of accrued leave shall occur each pay period in hourly units based on the employee's normal work day, or as otherwise prescribed by the City Manager. Normal work day shall be based on the number of hours usually assigned to an employee. This shall exclude overtime, call-ins or other unusual work assignments. For employees who work varying number of hours per day, the average hours per day over the pay cycle may be used as their normal work day. Accrued annual leave may not exceed three hundred (300) hours at any given time, excepting when upon application by an employee, the City Manager shall have granted an exception to this limitation. Any Annual leave to be taken shall be taken at the discretion of the employee's department head, and for department heads shall be taken at the discretion of the City Manager. The taking of annual leave will not be unreasonably denied. Accrual rates and other provisions related to the application for and usage of annual leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 4: Personal Illness and Disability Leave: Personal illness and disability leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Personal illness and disability leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of necessity and actual sickness, or disability of the employee. Employees who find it necessary to meet dental or doctor appointments or other illness prevention measures, including maternity, may also utilize personal illness leave time for such purposes, excepting when prior written City Manager and/or department head approval has been obtained, in which case no personal illness leave shall be charged. Personal illness leave, at the discretion of the City Manager and/or department head, may be granted in the instance of illness of a member of the employee's immediate family. At the discretion of the department head, a doctor's certificate may be required for absences due to illness or disability in excess of three (3) days. If the department head has a reasonable basis to believe or suspect an employee has abused personal illness leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, department head or division head. Abuse of personal illness and disability leave privileges may be cause of dismissal. Personal illness and disability leave shall be recorded regularly in the personnel records and the Personnel Officer shall

review all illness and disability related leave records periodically and shall investigate any cases which indicate abuse of the privilege. Accrual rates and other provisions related to the application for and usage of personal illness and disability leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 5: Injury Leave: All employees of the City who become injured while in the performance of their duties shall receive their regular salary while on injury leave, provided, however, that those who are covered by Workers' Compensation shall receive only the difference between Workers' Compensation and their regular rate of pay chargeable to annual and/or personal illness leave for the first ninety (90) calendar days. After expiration of the first ninety (90) day calendar period, the City Manager and/or department head may order a complete physical and/or mental examination of said employee by two registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement by the employee under the provisions of the New Hampshire Retirement Law. The commencement of payments under the New Hampshire Law shall end the Employer's obligation of payment on annual and/or accumulated personal illness leave and/or Workers' Compensation payments. Further, if it is determined by two registered physicians selected by the department head immediately after the employee is injured that said employee will not be able to return to his/her regular duties at any time in the future, the Employer shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) calendar days of injury in compliance with this section. There will be a free exchange of medical data and reports during the period of incapacity and while such determinations are being made, and to facilitate such exchange, an incapacitated employee shall execute medical authorization directing his/her physician to release reports concerning the medical condition of the employee. Copies of such reports shall be provided to the employee.

Section 6: Emergency Leave: Emergency leave may be granted by the City Manager without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family; if an employee is subpoenaed to appear before a court, public body or commission; and such other situations considered meritorious by the City Manager who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to, and not in restriction of, personal illness leave, annual leave or other eligible leave authorizations as herein provided. For the purpose of this section, immediate family shall be considered as spouse, children of either the member or spouse; mother, father, brother or sister of either the employee or spouse; grandchildren or grandparents of either the employee or spouse; or person residing in the same household, providing said person is not solely related to the member as a commercial tenant.

Section 7: Military Leave: Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be

entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and any such leave shall not affect the member's annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay and the amount of the employee's regular weekly pay. If the employee's base pay for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.

Section 8: Other Leave: The City may grant other leaves of absence for employees with or without pay and/or benefits and/or service credit at the discretion of the City Manager.

Section 9: Care of Newborn Child (CNC): Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within twelve (12) months from the date of birth inclusive of any period of disability, if applicable, associated with delivery. CNC Leave will be without pay, subject to any disability payments due but with full service credit and benefits. An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that: a) the employee will exhaust all vacation time prior to the start of any extended leave; and b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery. Upon completion of the CNC leave, the employee shall return to work or be subject to disciplinary action. Upon completion of the CNC leave, the employee shall be reinstated to his/her position prior to his/her leave or other comparable position, except that in the event of a force reduction or reorganization, such employee will be treated in accordance with the layoff provisions contained herein. An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event a member applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned. Nothing above will preclude a member from taking such leave by utilization of previously accrued and grandfathered personal illness leave and/or annual leave.

Section 10: Jury Duty: An Employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

Section 11: Storm Days: When due to weather conditions, the City Manager determines that City services will be curtailed and/or limited, the affected employees so notified shall not be required to report to work, or employees who have reported for work shall be relieved without loss of pay. When an employee is unable to

report to work due to weather conditions, and the City Manager has not curtailed and/or limited City services in accordance with the preceding paragraph, the employee may draw from his/her annual leave time or take a personal day as provided for above in this Article. Employees who are not working due to other leaves of absence, injuries, or choice, shall not be compensated for storm days. All other personnel will receive pay on an hour for hour basis. The provisions of this Article shall apply to regular full-time and seasonal/temporary full-time employees, and on a pro rata basis to regular part-time and seasonal/temporary part-time employees.

ARTICLE XI. RETIREMENT AND OTHER BENEFITS

- Section 1: The Personnel Officer shall take the steps necessary to provide employees in the Classified Service of the City with membership in the State of New Hampshire Retirement System.
- Section 2: All regular full-time and regular part-time employees shall be eligible for participation in the City's health, dental and life insurance programs and other benefit offerings. Provisions related to types of coverage, eligibility and premium contributions are as specified in the appropriate collective bargaining agreements or as may be prescribed herein for each class of position in the Classified Service.
- Section 3: All employees of the City shall be subject to the benefits of Workers' Compensation regardless of their status in the City's service; whether an employee is considered regular, seasonal or temporary or full-time or part-time.

ARTICLE XII. SEPARATIONS AND DEMOTIONS

- Section 1: Demotions: The City Manager and/or a department head may reduce the wage rate of an employee within the range provided in the Pay Plan, or demote an employee for cause. A written statement for the reasons for any such action shall be filed with the Personnel Officer and a copy shall be filed in the employee's personnel folder. No disciplinary demotion shall be made to a lower class of position if such action would cause an employee in the lower class to be laid off as a result of such action.
- Section 2: Layoffs: The City Manager and/or a department head may lay off an employee in the Classified Service of the City by reason of shortage of work and/or funds, abolition of the position(s), other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee. No employee shall be laid off while another person in the same class in the department is employed on a probationary or temporary basis. Layoff of employees shall be made in inverse order of employment in the class and department involved. The City Manager and/or a department head shall give written notice to the employee of any proposed layoff and reasons therefore, two weeks before the effective date of the action. A copy of such notice shall be filed with the Personnel Officer.

Section 3: Disciplinary Action: The City Manager, department head, or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, or other sufficient cause. All disciplinary action shall be handled in a fair manner and shall be consistent with the infractions for which the disciplinary action is being taken. All suspensions and discharges must be stated in writing and the reasons shall be communicated to the employee at the time of the suspension or discharge. Disciplinary actions will normally be taken in the following order:

- a) A documented Verbal Warning or supervisory counseling
- b) Written Warning
- c) Suspension With or Without Pay
- d) Demotion or Discharge

Notwithstanding the above, however, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

Section 4: Resignations: The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the grievance procedure afforded herein.

ARTICLE XIII: GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation, misinterpretation of and/or misapplication of the provisions of this Merit Plan with respect to one or more City employees covered by the rules and regulations contained herein. Grievances regarding the terms and conditions of this Merit Plan shall be processed in the following manner:

Step #1: Any grievance shall be filed by the employee, in writing, within ten (10) calendar days from the date of the occurrence of the violation. Such filing shall be made to the department head and shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas which the employee, or a designated representative, feels have been violated. The employee shall be required to sign the original grievance filed with the department head. Within ten (10) calendar days of receipt of the grievance, the department head shall conduct an informal inquiry concerning the grievance and render a decision, in writing, by no later than the close of the normal business day of the tenth day. The time requirements under this step may be extended by mutual consent of the department head and the employee and/or the designated representative.

Step #2: If the aggrieved employee is not satisfied with the decision of the department head, or if no decision has been rendered within the ten (10) calendar day period as defined above, said employee may appeal his/her grievance, in writing, to the Personnel Officer within ten (10) calendar days of the receipt of the department head's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated. The Personnel

Officer or a designated representative, shall hold an administrative hearing concerning the grievance within ten (10) calendar days of receipt of the aggrieved employee's appeal. The Personnel Officer or designated representative shall decide the grievance based upon the information supplied and any further information that he/she may request during or subsequent to the hearing. The Personnel Officer or designated representative shall render a decision, in writing, within ten (10) calendar days from the close of the hearing, said procedure to take not more than thirty (30) calendar days from receipt of the original grievance by the Personnel Officer. The time limitations under Step #2 may be extended by mutual consent of the Personnel Officer and the aggrieved Employee, or his/her designated representative.

Step #3: If the decision of the Personnel Officer, or the designated representative, is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within ten (10) calendar days appeal, in writing, the decision of the Personnel Officer setting forth an abbreviated statement as to why said decision has been found unsatisfactory and those specific areas which have been violated to the Personnel Advisory Board. The Personnel Advisory Board shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render their decision, in writing, within fifteen (15) calendar days from the close of their final hearing date. The written report, which shall be advisory only in nature, containing the Personnel Advisory Board's findings and recommendation, shall be issued to the City Manager. The Personnel Advisory Board shall have no power to reinstate and employee unless it finds, after investigation, that the action was taken against the employee for discrimination as to sex, age, race, color, national origin, creed, religion, or political affiliations or other non-merit based factor. The City Manager, after consideration of said report and other pertaining information, shall file a written statement of his/her decision within ten (10) calendar days, and such decision shall be final.

ARTICLE XIV. SEPARABILITY

If any portion of these rules and regulations, or the application thereof, to any person or circumstance, should be held invalid or unenforceable, the remainder these rules and regulations shall remain in full force and effect.

FY2017 Dover Classification Plan

Dover Classification Plan	Pay Plan Grade	Union
ACCOUNT CLERK I	11	DMEA
ACCOUNT CLERK II	13	DMEA
ACCOUNTANT I	18	DMEA
ACCOUNTANT II	28	DMEA
ADMINISTRATIVE ASSISTANT	19	non-union
ADMINISTRATIVE CLERK/CEMETERY COORDINATOR	15	DMEA
ANIMAL CONTROL OFFICER	16	DPA
AQUATIC FACILITY MANAGER	22	DPEA
ARENA FACILITY MANAGER	23	DPEA
ARENA PROGRAM & MARKETING SUPERVISOR	21	DPEA
ASSISTANT CITY CLERK	13	DMEA
ASSISTANT CITY ENGINEER	24	DPEA
ASSISTANT CITY MANAGER	32	non-union
ASSISTANT CITY PLANNER	24	DMEA
ASSISTANT LIBRARY DIRECTOR	26	DMEA
ASSISTANT RECREATION DIRECTOR	23	DPEA
ASSISTANT TAX ASSESSOR	23	DMEA
BOOKKEEPER	14	DMEA
BUILDING INSPECTOR	22	DMEA
BUILDING MAINTENANCE MECHANIC	13	DMEA
BUILDING OFFICIAL	28	DMEA
CITY CLERK/TAX COLLECTOR	26	non-union
CITY ENGINEER	29	DPEA
CITY TREASURER	24	non-union
CLERK TYPIST I	9	DMEA
CLERK TYPIST II	11	DMEA
CONSTRUCTION MANAGER	26	non-union
CROSSING GUARD	8	non-union
CUSTODIAN	9	DMEA
DEPUTY CITY CLERK	15	DMEA
DEPUTY CITY MANAGER	34	non-union
DEPUTY COMMUNITY SERVICES DIRECTOR	30	non-union
DEPUTY INFORMATION TECHNOLOGY DIRECTOR	29	non-union
DEPUTY TAX COLLECTOR	15	DMEA
DIRECTOR OF BUSINESS ASSISTANCE	23	non-union
DIRECTOR OF COMMUNITY SERVICES	33	non-union
DIRECTOR OF FINANCE	32	non-union
DIRECTOR OF HUMAN RESOURCES	29	non-union
DIRECTOR OF INFORMATION TECHNOLOGY	33	non-union
DIRECTOR OF MAIN STREET PROGRAM	23	non-union
DIRECTOR OF PLANNING & CDBG	31	non-union
DIRECTOR OF PUBLIC LIBRARY	29	non-union
DIRECTOR OF PUBLIC WELFARE	26	non-union
DIRECTOR OF RECREATION	26	non-union
ELECTRICAL INSPECTOR	22	DMEA
ENGINEERING TECHNICIAN	20	DPEA
ENVIRONMENTAL PROJECTS MANAGER	27	DPEA
EXECUTIVE SECRETARY	18	non-union
FACILITIES, GROUNDS & CEMETERY SUPERVISOR	23	DPEA
FIRE & RESCUE CHIEF	33	non-union
FIRE ASSISTANT CHIEF	29	DPFOA
FIRE CAPTAIN	25	DPFOA
FIRE DEPUTY CHIEF	27	DPFOA
FIRE LIEUTENANT	23	DPFOA
FIRE MECHANIC	11	non-union
FIRE/HEALTH INSPECTOR	22	DMEA
FIRE/LIFE SAFETY INSPECTOR	22	DMEA
FIREFIGHTER ON CALL	17	non-union
FIREFIGHTER/EMT	17	IAFF
FIREFIGHTER/EMT-I	18	IAFF
FIREFIGHTER/PARAMEDIC	20	IAFF
FLEET SUPERVISOR	25	DPEA
GENERAL LEGAL COUNSEL	33	non-union
GROUNDSKEEPER I	14	AFSCME
GROUNDSKEEPER II	16	AFSCME
HEAVY EQUIPMENT MECHANIC I	16	AFSCME
HEAVY EQUIPMENT MECHANIC II	17	AFSCME
HEAVY EQUIPMENT OPERATOR I	16	AFSCME
HEAVY EQUIPMENT OPERATOR II	17	AFSCME
INFORMATION TECHNOLOGY ADMINISTRATOR	22	non-union
INFORMATION TECHNOLOGY TECHNICIAN	18	non-union
INVENTORY COORDINATOR	17	AFSCME
LABORER I	12	AFSCME
LABORER II	13	AFSCME
LIBRARIAN I	17	DMEA

FY2017 Dover Classification Plan

Dover Classification Plan	Pay Plan Grade	Union
LIBRARIAN II	22	DMEA
LIBRARY ASSISTANT I	11	DMEA
LIBRARY ASSISTANT II	13	DMEA
LIBRARY PAGE	7	DMEA
MAINTENANCE MECHANIC I	14	AFSCME
MAINTENANCE MECHANIC II	15	AFSCME
MAINTENANCE MECHANIC III	22	AFSCME
MAINTENANCE SPECIALIST I	15	AFSCME
MAINTENANCE SPECIALIST II	18	AFSCME
MAINTENANCE SPECIALIST III	22	AFSCME
MANAGEMENT ANALYST	17	non-union
MEDIA SERVICES MANAGER	26	non-union
OFFICE MANAGER	15	DMEA
PARKING CONTROL OFFICER	10	DPA
PARKING MANAGER	24	non-union
PAYROLL & BENEFITS ADMINISTRATOR	15	DMEA
PERSONNEL ASSISTANT	15	DPAAll
PLANNER	27	DMEA
PLANT & PUMP STATION SUPERVISOR	23	DPEA
PLUMBING INSPECTOR	22	DMEA
POLICE CAPTAIN	30	DPAAll
POLICE CHIEF	33	non-union
POLICE COMMUNICATIONS SUPERVISOR	21	DPAAll
POLICE DISPATCHER	17	DPA
POLICE LIEUTENANT	27	DPAAll
POLICE OFFICER I	21	DPA
POLICE OFFICER II (Advanced Career Track)	22	DPA
POLICE PREVENTION COORDINATOR	22	non-union
POLICE PREVENTION PROGRAMMER	16	non-union
POLICE PROSECUTOR	27	DPAAll
POLICE RECORDS SUPERVISOR	21	DPAAll
POLICE SERGEANT	24	DPAAll
POLICE VICTIM/WITNESS ADVOCATE	20	non-union
PUBLIC WELFARE TECHNICIAN I	18	DMEA
PUBLIC WELFARE TECHNICIAN II	19	DMEA
PUBLIC WELFARE TECHNICIAN III	20	DMEA
PUBLIC WORKS SUPERVISOR	23	DPEA
PUMP STATION OPERATOR I	16	AFSCME
PUMP STATION OPERATOR II	18	AFSCME
PUMP STATION OPERATOR III	22	DPEA
PURCHASING AGENT	26	DMEA
RECREATION PROGRAM ASSOCIATE I	2	non-union
RECREATION PROGRAM ASSOCIATE II	3	non-union
RECREATION PROGRAM ASSOCIATE III	4	non-union
RECREATION PROGRAM SPECIALIST I	5	non-union
RECREATION PROGRAM SPECIALIST II	7	non-union
RECREATION PROGRAM SPECIALIST III	9	non-union
RECREATION PROGRAM SPECIALIST IV	15	non-union
RECREATION PROGRAM SUPERVISOR	17	DPEA
SEASONAL MAINTENANCE WORKER I	3	non-union
SEASONAL MAINTENANCE WORKER II	5	non-union
SEASONAL MAINTENANCE WORKER III	7	non-union
SECRETARY I	13	DMEA
SECRETARY II	14	DMEA
SOLID WASTE ASSISTANT	18	AFSCME
SOLID WASTE COORDINATOR	23	DPEA
SUPERINTENDENT OF FACILITIES, GROUNDS & CEMETERY	28	DPEA
SUPERINTENDENT OF PUBLIC WORKS & UTILITIES	29	DPEA
TAX ASSESSING DATA TECHNICIAN	15	DMEA
TEEN CENTER COUNSELOR	22	non-union
TELEVISION BROADCAST OPERATOR	15	non-union
TRUCK DRIVER	14	AFSCME
UTILITIES SYSTEM SUPERVISOR	26	DPEA
WORKING FOREMAN	22	DPEA
WWTP CHIEF OPERATOR	23	DPEA
WWTP LAB TECHNICIAN	17	DPEA
WWTP LAB/INDUSTRIAL PRETREATMENT COORDINATOR	22	DPEA
WWTP OPERATOR I	18	AFSCME
WWTP OPERATOR II	22	AFSCME
WWTP SUPERVISOR	26	DPEA



FY 2018 Wage Schedule

City of Dover, NH

FY18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	\$8.15	\$8.37	\$8.60	\$8.83	\$9.31	\$9.56	\$9.84	\$10.10	\$10.36	\$10.94	\$11.24	\$11.55
Grade 2	\$8.56	\$8.79	\$9.03	\$9.27	\$9.78	\$10.05	\$10.32	\$10.60	\$10.89	\$11.49	\$11.79	\$12.12
Grade 3	\$8.99	\$9.23	\$9.48	\$9.73	\$10.27	\$10.56	\$10.84	\$11.13	\$11.43	\$12.07	\$12.39	\$12.74
Grade 4	\$9.44	\$9.68	\$9.95	\$10.22	\$10.78	\$11.07	\$11.38	\$11.68	\$12.00	\$12.67	\$13.01	\$13.35
Grade 5	\$9.91	\$10.17	\$10.45	\$10.73	\$11.33	\$11.63	\$11.95	\$12.28	\$12.60	\$13.29	\$13.65	\$14.03
Grade 6	\$10.40	\$10.69	\$10.98	\$11.28	\$11.90	\$12.21	\$12.55	\$12.88	\$13.24	\$13.98	\$14.34	\$14.74
Grade 7	\$10.92	\$11.22	\$11.52	\$11.82	\$12.48	\$12.82	\$13.17	\$13.53	\$13.90	\$14.65	\$15.04	\$15.46
Grade 8	\$11.47	\$11.77	\$12.09	\$12.42	\$13.12	\$13.47	\$13.82	\$14.21	\$14.60	\$15.40	\$15.81	\$16.24
Grade 9	\$12.04	\$12.37	\$12.71	\$13.05	\$13.76	\$14.14	\$14.52	\$14.92	\$15.33	\$16.17	\$16.61	\$17.06
Grade 10	\$12.65	\$12.97	\$13.33	\$13.69	\$14.44	\$14.85	\$15.26	\$15.66	\$16.09	\$16.97	\$17.43	\$17.90
Grade 11	\$13.28	\$13.64	\$14.02	\$14.39	\$15.17	\$15.59	\$16.03	\$16.45	\$16.90	\$17.82	\$18.30	\$18.80
Grade 12	\$13.95	\$14.31	\$14.70	\$15.09	\$15.94	\$16.36	\$16.81	\$17.26	\$17.74	\$18.72	\$19.22	\$19.73
Grade 13	\$14.63	\$15.03	\$15.44	\$15.85	\$16.73	\$17.18	\$17.64	\$18.15	\$18.64	\$19.65	\$20.17	\$20.74
Grade 14	\$15.38	\$15.79	\$16.21	\$16.65	\$17.57	\$18.04	\$18.54	\$19.04	\$19.55	\$20.62	\$21.19	\$21.75
Grade 15	\$16.15	\$16.57	\$17.03	\$17.49	\$18.44	\$18.95	\$19.47	\$20.00	\$20.52	\$21.66	\$22.24	\$22.85
Grade 16	\$16.95	\$17.42	\$17.88	\$18.36	\$19.38	\$19.90	\$20.44	\$20.98	\$21.57	\$22.75	\$23.37	\$24.00
Grade 17	\$17.79	\$18.27	\$18.77	\$19.27	\$20.35	\$20.89	\$21.47	\$22.05	\$22.63	\$23.88	\$24.54	\$25.20
Grade 18	\$18.69	\$19.18	\$19.70	\$20.24	\$21.35	\$21.93	\$22.53	\$23.13	\$23.77	\$25.06	\$25.74	\$26.45
Grade 19	\$19.62	\$20.14	\$20.71	\$21.25	\$22.42	\$23.03	\$23.65	\$24.29	\$24.96	\$26.32	\$27.03	\$27.77
Grade 20	\$20.58	\$21.16	\$21.72	\$22.31	\$23.54	\$24.18	\$24.84	\$25.51	\$26.21	\$27.65	\$28.40	\$29.16
Grade 21	\$21.63	\$22.21	\$22.81	\$23.43	\$24.73	\$25.40	\$26.09	\$26.79	\$27.52	\$29.03	\$29.82	\$30.64
Grade 22	\$22.72	\$23.33	\$23.95	\$24.60	\$25.95	\$26.67	\$27.38	\$28.14	\$28.89	\$30.47	\$31.30	\$32.16
Grade 23	\$23.84	\$24.49	\$25.15	\$25.84	\$27.24	\$27.99	\$28.75	\$29.54	\$30.34	\$32.00	\$32.88	\$33.76
Grade 24	\$25.04	\$25.72	\$26.41	\$27.13	\$28.62	\$29.39	\$30.20	\$31.02	\$31.86	\$33.61	\$34.51	\$35.45
Grade 25	\$26.29	\$27.00	\$27.73	\$28.48	\$30.03	\$30.86	\$31.70	\$32.55	\$33.43	\$35.28	\$36.24	\$37.22
Grade 26	\$27.59	\$28.33	\$29.11	\$29.90	\$31.55	\$32.41	\$33.28	\$34.18	\$35.11	\$37.04	\$38.04	\$39.09
Grade 27	\$28.98	\$29.77	\$30.56	\$31.40	\$33.13	\$34.03	\$34.95	\$35.89	\$36.87	\$38.88	\$39.96	\$41.04
Grade 28	\$30.42	\$31.24	\$32.09	\$32.97	\$34.79	\$35.73	\$36.69	\$37.69	\$38.71	\$40.84	\$41.95	\$43.10
Grade 29	\$31.95	\$32.81	\$33.71	\$34.62	\$36.53	\$37.50	\$38.53	\$39.57	\$40.65	\$42.89	\$44.05	\$45.26
Grade 30	\$33.57	\$34.46	\$35.40	\$36.35	\$38.36	\$39.40	\$40.47	\$41.56	\$42.69	\$45.04	\$46.24	\$47.51
Grade 31	\$35.23	\$36.18	\$37.17	\$38.16	\$40.27	\$41.36	\$42.49	\$43.63	\$44.82	\$47.29	\$48.58	\$49.89
Grade 32	\$37.00	\$37.99	\$39.04	\$40.07	\$42.30	\$43.43	\$44.61	\$45.82	\$47.07	\$49.64	\$51.00	\$52.38
Grade 33	\$38.83	\$39.90	\$40.97	\$42.09	\$44.40	\$45.61	\$46.85	\$48.11	\$49.42	\$52.12	\$53.55	\$55.00
Grade 34	\$40.78	\$41.89	\$43.03	\$44.19	\$46.61	\$47.89	\$49.18	\$50.51	\$51.90	\$54.75	\$56.23	\$57.75
Grade 35	\$42.82	\$43.98	\$45.18	\$46.41	\$48.96	\$50.27	\$51.64	\$53.03	\$54.49	\$57.48	\$59.03	\$60.65
Grade 36	\$44.95	\$46.17	\$47.43	\$48.72	\$51.38	\$52.79	\$54.22	\$55.70	\$57.20	\$60.34	\$61.98	\$63.67
Grade 37	\$47.21	\$48.50	\$49.81	\$51.16	\$53.97	\$55.43	\$56.95	\$58.48	\$60.07	\$63.37	\$65.09	\$66.87
Grade 38	\$49.56	\$50.90	\$52.30	\$53.71	\$56.67	\$58.20	\$59.78	\$61.41	\$63.07	\$66.54	\$68.34	\$70.21
Grade 39	\$52.05	\$53.45	\$54.91	\$56.40	\$59.51	\$61.11	\$62.77	\$64.47	\$66.22	\$69.86	\$71.75	\$73.71
Grade 40	\$54.65	\$56.14	\$57.65	\$59.23	\$62.47	\$64.16	\$65.91	\$67.70	\$69.53	\$73.34	\$75.35	\$77.38



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2017.06.28 – 077**
Resolution Re: **Director of Community Services Employment Agreement**

- WHEREAS: John B. Storer has been appointed as Director of Community Services for the City of Dover by the City Manager; 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 Community Services; and
- WHEREAS: Mr. Storer has agreed to accept employment as Director of Community Services of said City subject to certain terms and conditions intended to be memorialized in an Employment Agreement; and
- WHEREAS: In accordance with the Merit Plan, the Dover City Charter, and the laws of the State of New Hampshire, compensation, benefits and other working conditions for the employment of Mr. Storer may be established in the form of an Employment Agreement; and
- WHEREAS: No additional appropriations beyond those presented in the annual budget and subsequently adopted by the City Council are necessary for funding the costs associated with such Employment Agreement.

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 with John B. Storer.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.3.	
Resolution Number: R – 2017.06.28 – 077 Resolution Re: Director of Community Services 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 Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Employment Agreement for John B. Storer as the Director of Community Services.

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DOVER, NH
AND
JOHN B. STORER**

This Agreement made and entered into this ____ day of ____, 2017 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 JOHN B. STORER, of the City of Rochester, 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 Community Services 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 Community Services; 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 Community Services 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 JOHN B. STORER as Director of Community Services 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 24, 2017 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 as July 24, 2017.

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 Director of Community Services 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 Director of Community Services, 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. The City agrees to pay the Employee for services rendered under this Agreement, an annual base salary of \$113,000, 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, 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 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. Upon reaching the maximum amount, an equivalent merit award shall thereafter be paid as a lump sum 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 Director of Community Services 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 as recognized by the City on the day they are observed.

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, 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 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 and approved business-related expenses incurred in the performance of his duties.
- B. The Employee shall provide a personal vehicle for his business use. The Employee shall receive a

\$400/month vehicle allowance and will be responsible for all related expenses including, but not limited to, fuel, maintenance and auto insurance.

SECTION 11 – PROFESSIONAL DEVELOPMENT

- A. The City shall pay for the Employee's individual membership dues and assessments by the New Hampshire Public Works Association and the American Public Works Association.
- 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 an annual conference of the American Public Works Association or, subject to prior approval, another related professional association..

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/she 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

On or before September 30, 2018, the Employee shall establish a permanent residence and reside within the City limits throughout the duration of employment as Director of Community Services.

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 JOHN B. STORER as the Director of Community Services 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: JOHN B. STORER, DIRECTOR OF COMMUNITY SERVICES
 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: _____
JOHN B. STORER



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2017.06.28 - 005**
Ordinance Title: **OFFENSES**
Chapter: **131**
Section: **7 – Park Hours**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 131 entitled “Offenses” of the Code of the City of Dover by amending Section 7 - Park Hours relating to Henry Law Park and to clarify the process for exceptions to park hours of operation.

2. AMENDMENT

131-7. Park Hours.

- A. No person shall remain in or enter any park or recreation area in the City of Dover during the hours set forth in the table below; ~~except by written consent of the public official who has authority and control over said publicly owned parks and recreation areas and except as provided in Subsection B.~~

Months	Hours
April 1st - September 30th	9:30 p.m. - 7:00 a.m.
October 1st - March 31st	7:00 p.m. - 7:00 a.m.

B. Exceptions

- (1) Park Street Park. No person shall remain in or enter the Park Street Park, during the hours of 8:30 p.m. to 7:00 a.m. during the period of April 1st through September 30th, and during the hours of 7:00 p.m. to 7:00 a.m. during the period of October 1st through March 31st.
- (2) Hilton Park. No person shall remain in or enter Hilton Park during the hours of 8:00 p.m. to 6:00 a.m., except upon the written consent of the New Hampshire Commissioner of the Department of Public Works and Highways, or authorized representative. **[Amended on 7-23-86 by Ord. No. 9-86]**
- (3) Henry Law Park. ~~Henry Law Park shall not be restricted. No person shall remain in or enter Henry Law Park during the hours of 9:30 p.m. to 7:00 a.m.~~

- C. Special exceptions to any park hours of operation for special events or activities may be granted in writing by the City Manager or designee.

3. TAKES EFFECT

This Ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2017.06.28 - 005**
Ordinance Title: **OFFENSES**
Chapter: **131**
Section: **7 – Park Hours**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch Sponsored by: Mayor Karen Weston
Finance Director By request

Approved as to Legal Anthony Blenkinsop
Form and Compliance: General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

This ordinance would set the hours of operation of the Henry Law Park. The Charitable Trusts Unit of the NH Attorney General's Office had no objection to reasonable restrictions of hours of operation. This amendment clarifies how exceptions to park hours may be permitted.