



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 23, 2019**
Meeting Time: **7:00pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
 - A. NATIONAL AMERICAN INDIAN HERITAGE**
- 6. APPROVAL OF AGENDA**
- 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.

- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. October 9, 2019 – Regular Meeting**
 - B. October 16, 2019 – Workshop Session**
- 11. MAYOR'S REPORT**
- 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 – HENRY LAW AVENUE NEIGHBORHOOD**
 - 2. ROAD TOLL – AMERICAN CANCER SOCIETY**



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 23, 2019**
Meeting Time: **7:00pm**

- 3. B20019 WINTER SAND**
SPONSORED BY MAYOR WESTON BY REQUEST
- 4. APPROVAL OF DEPARTMENT OF HEALTH AND HUMAN SERVICES LEASE AGREEMENT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 5. APPROVAL OF THE BUBBY'S DELICATESSEN, LLC SUB-LEASE FOR THE DOVER TRANSPORTATION CENTER**
SPONSORED BY COUNCILOR CIOTTI

COMMITTEE REPORTS

- | | |
|---|---|
| 1. School Board | 16. Pool Advisory Committee |
| 2. Planning Board | 17. Recreation Advisory Board |
| 3. 400th Anniversary Committee | 18. Solid Waste Advisory Commission |
| 4. Appointments Committee | 19. Transportation Advisory Commission |
| 5. Arena Commission | 20. Waterfront TIF Advisory Board |
| 6. Arts Commission | 21. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 7. Conservation Commission | 22. Joint Building Committee Garrison Elementary School |
| 8. Downtown TIF Advisory Board | 23. COAST |
| 9. Energy Commission | 24. Coheco Waterfront Development Advisory Committee |
| 10. Heritage Commission | 25. Dover Main Street |
| 11. Legislative Liaison | 26. Strafford Regional Planning Commission |
| 12. Library Board of Trustees | 27. Tri-City Homelessness Task Force |
| 13. McConnell Center Advisory Committee | |
| 14. Ordinance Committee | |
| 15. Parking Commission | |

B. RESOLUTIONS

- 1. ADOPTION OF FISCAL YEAR 2021 – 2026 CAPITAL IMPROVEMENTS PROGRAM (CIP)**
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 13, 2019, WITH CITY COUNCIL VOTE OCCURRING ON DECEMBER 11, 2019)
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. APPROPRIATION FOR FY2021 CAPITAL IMPROVEMENTS PROGRAM (CIP) – NON-DEBT FINANCED PROJECTS**
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
((TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 13, 2019, WITH CITY COUNCIL VOTE OCCURRING ON DECEMBER 11, 2019)
SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 23, 2019**
Meeting Time: **7:00pm**

- 3. APPROPRIATION FOR FY2021 CAPITAL IMPROVEMENTS PROGRAM (CIP) AND AUTHORIZATION FOR BONDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 13, 2019, WITH CITY COUNCIL VOTE OCCURRING ON DECEMBER 11, 2019)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 4. REPROGRAM UNEXPENDED BOND PROCEEDS FROM SIDEWALK – UPPER WHITTIER STREET PROJECT TO CHAPEL RESTORATION/FACILITIES & GROUND OFFICE PROJECT
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 13, 2019, WITH CITY COUNCIL VOTE OCCURRING ON DECEMBER 11, 2019)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 5. TO RESCIND CIP PROJECTS AUTHORIZED TO BE BONDED UNISSUED SMALL BALANCES.
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 13, 2019, WITH CITY COUNCIL VOTE OCCURRING ON DECEMBER 11, 2019)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 6. APPROPRIATION OF RECREATION FACILITIES CAPITAL RESERVE FUNDS FOR SKATE PARK AND PARK STREET PARK
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 13, 2019)
SPONSORED BY MAYOR WESTON BY REQUEST**

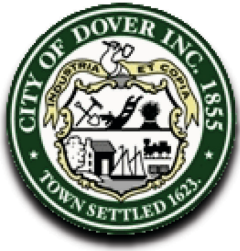
C. ORDINANCES IN 1ST READING

- 1. CHAPTER 166 – VEHICLES & TRAFFIC, SECTION 56 – SCHEDULE I
(TO BE REFERRED TO A PUBLIC HEARING ON NOVEMBER 13, 2019)
SPONSORED BY MAYOR WESTON BY REQUEST**

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN



CITY MANAGER'S REPORT



Officer Murch (on horseback) and Officer Collis pose with a visitor who came to the police department for a tour and a chance to meet the horses. He also received quite a collection of police trading cards.

October 23, 2019

Reporting on: September 2019

J. Michael Joyal, Jr.

City Manager

Report Highlights

Section 1: Customer Focused Outcomes

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

Section 2: Product & Process Outcomes

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

Section 3: Leadership & Governance Outcomes

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

Section 4: Financial & Benchmark Outcomes

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

Section 5: Workforce-Focused Outcomes

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

COMMON ABBREVIATIONS

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

City of Dover's Municipal Leadership Team



Michael Joyal
City Manager



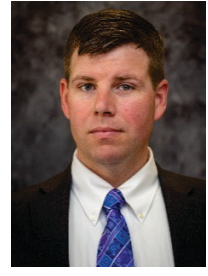
Gary Bannon
Recreation Director



Daniel Barufaldi
Economic
Development
Director



Cathleen Beaudoin
Public Library
Director



Joshua Wyatt
City Attorney



William Breault
Police Chief



Susan Daudelin
Human Resources
Director



Annie Dove
Information
Technology
Director



Paul Haas
Fire & Rescue
Chief



Daniel Lynch
Finance Director



Lena Nichols
Public Welfare
Director



Christopher Parker
Assistant City
Manager-Planning
Director



John Storer
Community
Services Director

1. Customer Focused Outcomes

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

Animal Control – September

Total animal calls for service:	88
Handled by Officers/Dispatch:	59
Handled by Animal Control Officer:	29

Breakdown of Animal Calls:

Found/Loose Animals: 42

Animal Bites: 06

Welfare Checks: 19

Barking Complaints: 04

Misc/Other: 17

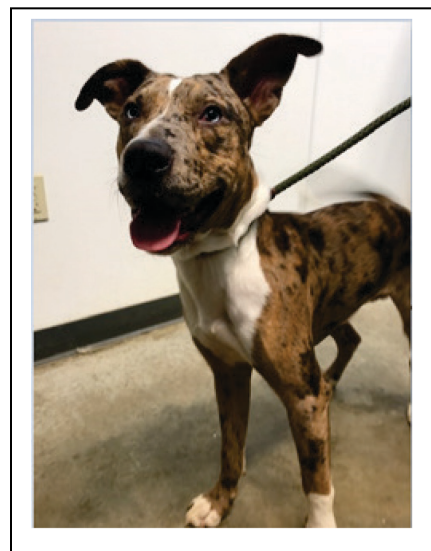
The most noteworthy case handled by the ACO this month included three pit bull puppies that were neglected. Patrol officers originally responded for a welfare check on three dogs inside a commercial office building and discovered the animals in utterly filthy conditions. All three were malnourished and covered in urine and feces. Two of the puppies were confined to a crate so small that they could not turn around.

Officers seized, watered, fed and bathed the animals before transferring them to emergency placement. ACO Ladisheff worked closely with patrol, sought emergency medical care through a local veterinarian, and participated in the interview of the dog owner. The owner of the dogs has since been arrested for Cruelty to

Animals and the police department obtained a court order transferring ownership of the animals to the Pope Memorial Humane Society where the dogs will be put up for adoption to a loving home.



Puppies cleaned up and on their way to recovery.



DISPATCH COMMUNICATIONS

RADIO TRANSMISSIONS

14,606

PHONE CALLS

7,625

911 CALLS RECEIVED

435

LOBBY CUSTOMERS

310

POLICE ALARMS RECEIVED

77

POLICE ALARMS CANCELLED PRIOR TO ARRIVAL

14

FIRE & MEDICAL ALARMS

49

OTHER ALARMS

4

Mounted Patrol: September

42 public assists

12 parking assists

25 community action/homeless assists

During the month, Officers Caproni and Murch made hundreds of positive community contacts throughout their patrol area which covers the entire downtown business district from New York Street to Silver Street and all the way from the Community Trail to Cocheco Street. These police contacts give the officers and the public sense of being part of the community together.

Officer Caproni and Murch can assess the community's needs and concerns and helps to develop trust between the community and the police. This is especially important with the children. The officers are told daily by people they meet how much they appreciate seeing the horses around and that is not only from children or horse lovers.

September kept the Mounted Unit active in the community. The Mounted Unit can be found at most large events in the downtown area. The Mounted Unit's presence is a deterrent for crime and encourages better behavior as well. People often seek out the mounted officers with questions or concerns during these events.

Some of the events that the officers attended this month include the Bernie Sanders rally in Henry Law Park which drew a crowd of approximately 500 and the Recovery Rally in Henry Law Park, Oktoberfest and Brewfest.

On September 24, Dover Police was one of hundreds of agencies across the nation to participate in "Operation Clear Track". The program is a national initiative to promote train awareness, enforce trespass issues within active railroad corridors, and highlight grade crossing safety. Dover Police officers Murch and Caproni joined personnel from the Amtrak Police Department and volunteers from the Northern New England Passenger Rail Authority to patrol Dover's two downtown grade crossings, and enforce trespass and crossing violations as appropriate for several hours on that date. The officers contacted 47 individuals and cited 7 for unlawful behavior.

The Mounted Unit is traditionally even busier in the fall with our homeless population. Working

in conjunction with CAP and The Doorway, the Mounted Unit attempts to provide a pathway to services and shelter as the weather gets colder. There has been an increase in homeless camping complaints as transient residents attempt to keep out of the elements as the temperatures drop. Several of the chronically homeless have recently found shelter with the help of CAP.

Officers Caproni and Murch were invited to several other events in September. One event being the Dover Children's Home Cook Out. The Mounted Unit has an excellent relationship with the DCH including some former DCH residents who have volunteered to feed and care for the horses over the years.

A second special invitation was by a resident of Maple Suites to dine in the private dining room with her and few other residents. The officers were honored to attend and enjoyed a nice lunch and wonderful company.

During the month of September 2019, 13 registered sex offenders were processed by the Dover Police Department's Special Investigations Unit (SIU). 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.

In September 2019, SIU detectives investigated after a man's body was discovered in the Piscataqua River. As a result of the SIU investigation, the man was identified and it was determined the manner of death appeared to be a suicide.

In addition, SIU detectives investigated three other unattended deaths in September 2019.

On September 27, 2019, Sergeant Nadeau met with staff at Temescal Wellness to discuss safety concerns and planning.

The Special Investigations Unit is responsible for doing background investigations for police department applicants. During September, one of these investigations were on-going.

In September, Sergeant Tarmey, POP Officer Collis and the Mounted Unit continued their efforts in patrolling the city on the department's mountain bikes (and horses respectively). Regular checks of known homeless campsites were made to ensure that the areas remained free of trash and debris.

During the month, a few new sites were identified by both the patrol division and members of mounted unit. For those sites not located on city property, the owner of the property was notified and advised to contact the department should they need assistance in removing unwanted subjects from the area. Notably, the area around 10 Second St was identified as being a known place for homeless persons to sleep. Officer Collis was able to contact the owner and received permission to ban individuals that were found there. This information was disseminated to the patrol officers should they encounter anyone on the property. Sergeant Tarmey, Officer Collis and the Mounted Unit will continue check properties in the city where campsites have been located to ensure that new sites do not reappear.

Throughout the month of September, Sergeant Tarmey continued to work with city officials to discuss incidents of vandalism under the Chestnut Street Bridge. Previously, several solutions were explored in terms of what the city could do to curtail future acts of vandalism in the area. It was decided that as an initial step, new lighting and signage would be erected near the bridge. Those projects are still underway and should be completed by the end of the month.

On September 27th, Sergeant Tarmey (as well as several other Dover Police personnel) met with representatives of the Dover School District to discuss future training/drills involving an active shooter event. An initial presentation was scheduled for November 5th for the entire district. Sergeant Tarmey will be organizing and planning the presentation with the assistance of several other officers. The same training will be conducted at St. Thomas High School on November 8th. Sergeant Tarmey will continue to work on these projects in the month of September.

The department has received several other requests for active shooter training in the past month. Those presentations will be planned and organized by Sergeant Tarmey going forward.

Sergeant Tarmey also organized a "safety talk" with a local business on September 27th. Detective Sergeant Mark Nadeau conducted the safety presentation to the management staff that day in Sergeant Tarmey's absence.

September experienced the rollout of three adjustments to the parking regulations in order to meet the growing needs in the downtown.

These adjustments are increasing the hours of operation to 8pm from 7pm, adding Saturdays, and incorporating a progressive pricing program. All started on September 3rd. Although early in the evaluation period for the changes, the system experienced an 8.4% increase in average daily transactions. There was also an additional 50 permits sold compared to the prior September. That is a significant number of cars no longer taking up on-street customer spaces.

The Parking Bureau also assisted with posting and removal of dozens of parking restrictions in support of Community Service activities to include pavement crack sealing and storm drain cleanings going on throughout the city.

Use of the parking garage validation code program called "Park On Us" has seen an uptick in use this month. "Park On Us" allows venues to contract with the Parking Bureau to pay for the parking of their attendees with simplified invoicing.

The Parking Bureau was able to assist the Rivermill conference center at One Washington Street to attract a two day training session for 65 Liberty Mutual employees. By using "Park On Us" along with a map created by the Parking Bureau showing attendees how to get to Rivermill from the garage, Rivermill was able to include the cost of parking in their bid and was billed after event. The manager of Rivermill told Parking Manager Bill Simons that this option was very helpful in Rivermill booking this event. A local dentist also used the validation code system in September to provide parking for attendees at a training session they are

holding three additional times in the coming months.



Department and Bureau of Alcohol, Tobacco and Firearms (ATF) with the service of a high-risk warrant in Somersworth.

The Dover Police Department's Accident Reconstruction Team was not called out during the month of September for any collisions in Dover.

An area restaurant is also finalizing plans to pick up the parking for their patrons through the "Park On Us" program.

During the month of September, the Dover Police Department responded to 1,655 calls for service throughout the City. In addition, officers made a total of 596 traffic stops. Officers also initiated 141 non-enforcement related contacts with the community. The total number of incidents handled by the police department for September 2019 was 2,392.

On September 27, 2019, members of the Strafford County Regional Tactical Operations Unit (SCRTOU) assisted the Somersworth Police

SEPTEMBER INSPECTIONS & PERMITS:

Inspection Services also was very busy again in September with a total count for 859 inspections conducted and permits issued at 69. Here is the Inspection Services activity breakdown for September:

Inspections - Life Safety	137	Inspections - Plumbing/Mechanical	205	Inspections - Woodstove/Fireplace	0
Inspections - Business	07	Inspections - Blasting	00	Permits Issued - Blasting	00
Inspections - Sprinkler/Alarm	127	Inspections - Health	81	Permits Issued - Building	64
Inspections - Building	162	Inspections - School / Daycare	30	Permits Issued - Certificate of Occupancy	05
Inspections - Electrical	109	Inspections - Oil Burner	01	TOTAL	859

Below is the summary of Emergency Medical calls, including the number of “no transports” and what facilities were transported to when there was a transport.

Ambulance Transportations	May Individuals	June Individuals	July Individuals	August Individuals
Wentworth Douglass Hospital	200	179	204	183
Portsmouth Regional Dover ER	40	35	32	34
Frisbie Memorial Hospital	5	5	3	0
Portsmouth Regional Hospital	4	4	6	10
Shriners Boston	0	0	1	0
Boston Childrens Hospital -MA	0	0	0	1
Mass General Hospital	0	0	0	1
Brigham and Womens Hospital-MA	0	0	0	0
Non Transports/Sign Offs/Refusal of Care	129	78	60	72

On September 13, 2019, Sergeant Mark Nadeau, a member of the Dover Police Department’s Accident Reconstruction Team, responded to Route 11 in Rochester to assist the Strafford County Accident Reconstruction Team with an investigation involving a motorcycle accident where the rider suffered serious injury.

Pictured right, Sergeant Mark Nadeau (center with striped tie) assists the Strafford County Accident



Reconstruction Team with analysis of a serious injury motorcycle crash in Rochester.

On September 11, 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 morning commuting hours under the "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 Old Rochester Road, Watson Road and upper Sixth Street.

On September 10, Sergeant Speidel performed traffic control services for the Strafford Regional Planning Commission to set a number of traffic counts in high-volume locations along the Route 108 corridor.

Sergeant Speidel coordinated all traffic control particulars for the Horne Street Elementary 5K run/walk event on September 15. This included the deployment of directional signs, barricades and cones to facilitate road closures and traffic diversions, scheduling and assignment of police personnel, and coordinating with event organizers on other logistical matters. This event was part of the Dover Race Series and benefits the Horne Street PTG.

The agency speed monitoring and awareness radar trailer was deployed by the Traffic Bureau in various locations during the month of September. These included Dover Point Road,

Glenwood Avenue, Old Rochester Road, and Columbus Avenue.

On September 5 and 26, Sergeant Speidel fulfilled Planning Board Technical Review Committee responsibilities for various site plans pending application to the Dover Planning Board. These included a planned addition for a memory care facility on Central Avenue, an office conversion on Durham Road, an athletic field reconstruction on Dover Point Road, an open space subdivision on Back River Road, a commercial building expansion on Venture Drive, and a commercial building addition on Industrial Park Drive.

Sergeant Speidel performed 10 child passenger seat inspections during the month of September. Each safety check takes approximately 30 to 60 minutes and involves a review of child restraint systems in the caregiver's vehicle, instruction on proper child seat installation procedures, and discussion of safety precautions specific to the age group. Sergeant Speidel is a certified Child Passenger Safety technician through the Safe Kids Worldwide program, and the police department provides this service free of charge.

Oak Street, and Central Avenue. Dover and Rollinsford police assisted WDH staff and

POLICE RESPONSE TO CALLS BY PRIORITY: SEPTEMBER

Priority 1: Immediate = 159 Responses

Crimes in progress; injury accidents; alarms

Priority 2: Rapid = 117 Responses

Crimes/incidents not in progress but require quick response to preserve evidence, locate witnesses or provide for public safety.

Priority 3: Timely = 647 Responses

Disturbances, noise violations, welfare checks, motor vehicle disturbances, minor collisions

Priority 4: As Officers are Available = 732 Responses

Non-criminal, crimes reported well after committed; message delivery; tow request, littering, fingerprints; assistance, abandoned vehicles

Priority 5: Motor Vehicle Stops = 737 Responses

Each month, Captain Gould reviews all of the Priority 1 calls received and determines which involved police emergencies. During the month of September 2019, the Dover Police Department responded to twenty emergency incidents and arrived on scene in less than six minutes to 60% of those calls (20 calls, 8 in six minutes or more).

Sergeant Speidel coordinated the traffic control particulars for the sixth annual Wentworth-Douglass Hospital 5K Run/Walk to benefit the Seacoast Cancer Center on September 22. This year's event drew over 3,000 participants. Sergeant Speidel worked closely with event organizers, including the Wentworth-Douglass Foundation and its contracted race logistics firm Conventures, to set up the course route that provided for a complete closure of Broadway,

volunteers to provide traffic control, facilitate event parking, and mitigate the traffic impacts from this event with pre-planned detours and lane shifts at key intersections.

The Dover Police Department was awarded nearly \$35,000 in federal highway safety funds to perform targeted traffic enforcement during the federal fiscal year October 2019 – September 2020. These funds were awarded

based on crash data and demonstrated needs as indicated in an array of applications that were submitted by the Traffic Bureau earlier this year. The annual grant award will fund extra duty enforcement patrols in several key areas, including impaired driving, pedestrian and bicycle related laws, distracted driving, speed and aggressive driving behaviors, and child passenger safety laws.

On September 25, Sergeant Speidel joined other law enforcement representatives from around the state in attending a Partners Briefing at the invitation of the NH Office of Highway Safety to discuss the FY2020 grant awards. Topics included training on updated reimbursement forms, review of expectations and processes, staff presentations, and general Q&A.

In addition to the events noted above, the Traffic Bureau helped coordinate or provided equipment to facilitate event parking, road closures, or provided other traffic control resources for the following activities during the month of September:

SGA Farmer's Market at Henry Law, September 1, 8, 15, 22 and 29

George Street closure for monitoring well drilling, September 13

SOS Recovery Rally at Henry Law Park, September 14

Third Street and Lower Square parking restrictions for utility work, September 19

IAFF/MDA road toll fundraiser at Central/Oak, September 21

Augusta Way block party, September 22

Seacoast Brew Festival at Henry Law Park, September 28

During the month of September, Community Services administrative staff fielded 5 service calls requesting pothole repairs.

City crews continue working in the pit located behind the Public Works Department, prepping materials for upcoming road projects. Employees continue to mix gravels and screen sand so that it will be ready and available as needed. Roadside mowing, brush cutting and brush chipping operations are ongoing.

A City of Dover contractor repaired cracked pavement on Bellamy Road, Abby Sawyer Lane, Hillcrest Avenue, Lucy Lane and Union Street, by saw cutting and repaving.

A City of Dover contractor is still working on paving projects, with the following areas having been completed: Arch Street, Hilton Road, Indian Brook Drive, Rochester Neck Road and Whittier Street.

Crews had to break apart a beaver dam to prevent flooding of a Crosby Road parking lot. This is a common occurrence since the beaver's hut is on private property located upstream.

With the help of a contractor, the Highway Division has been cleaning catch basins throughout the City. The catch basin cleaning process is an annual project, with one half of all basins being cleaned out one year and the other half the following year. Catch basin repairs were made on Old Rochester Road, Union Street, Apache Street, Shawnee Lane and Broadway. The area around some of the basins

had collapsed, causing the structures to sink into the road.

The Facilities, Grounds and Cemeteries handled 95 service calls and 170 work orders in September. Pine Hill Cemetery employees attended 4 full burial and 4 ash burials. Three markers were set in place.

Thirty-five Facility & Grounds work orders pertaining to buildings were addressed this month. The new HVAC system at the Library was reviewed by Siemens and Facilities & Grounds employees. Chairs were set up for a Capella Nova Mundi concert on the 8th and chairs were moved to the police department for a forum held there later in the month.

On the 23rd, chairs were set up and bunting hung for the appointing ceremony of Fire Chief Paul Haas and promotion of others within the Fire Department.

The electrical supervisor continues to work on a multitude of projects, large and small, such as removing and then reinstalling LED lights at the indoor pool that have been experiencing issues, completing the wiring for the Shaw's Lane Athletic Fields well and working with the Utilities Division and SCADA Technician on various projects.

Fifty-one work orders were generated pertaining to facilities and grounds issues. Graffiti continues to be a huge issue as picnic tables that have been painted prior to Fourth of July needed to be repainted again before Apple Harvest Day in October. Graffiti was removed or covered in several other locations, including the Silver Street tunnel on the Community Trail. It

has also become a problem at the Transportation Station.

Volunteers led by Beth Fischer worked along the Orchard Street Riverwalk, cleaning graffiti from the mural and painting to cover graffiti under the Memorial Bridge over the Cocheco on September 11. Materials are provided by the City and the labor by her very capable and efficient volunteers. Signage has been posted and lighting is on order to try to discourage loitering or vagrancy in that space. We are ever appreciative of their efforts to keep that area beautiful.

The flowers in the Upper Square were changed out after 9/11 to the fall mums. Every year Wentworth Greenhouses donates fall flowers for the whiskey barrels and the fountain. Facilities & grounds employees do the planting and the City is responsible for those in the flag pole island. Watering of the whiskey barrels continued and the water tank for Great Bay Rowing was refilled at River St.

In keeping with the Council resolution to limit the use of synthetic pesticides in Dover, employees attempted to use a steamer attachment to kill the weeds with very limited success. This process is very time consuming and labor intensive. In the end, employees went out with string trimmers to knock the weeds down along main routes heading into town, in the downtown area and on adjoining streets. This is also a labor intensive and time-consuming process and the weeds are not killed. Fifty-three hours were spent trimming weeds over three weeks, while 544 hours were allocated over 8 weeks for steaming.

Facilities & Grounds responded to 14 issues regarding trees. First Student had several complaints regarding low hanging limbs. Northern Tree Services, in the City working on Enhanced Tree Trimming along the route that is part of the backbone of their grid in the urban area assisted by taking down three trees that were problematic but also impacted the power lines. They continue to work out Sixth St, Watson Rd, County Farm and County Farm Cross Rd.

The outdoor pool closed and the preparations for winterization of the pool systems began. The water was shut off, the pool grates were pulled. We said farewell to longtime aquatics supervisor Michael Arsenaault. He had been with the division for twenty-one years and has moved on to new adventures. His attentiveness to the pool and his skill in addressing issues was a great asset to the Facilities and Grounds Division and he will be missed by those of us who were fortunate enough to work with him.

Thirty-four sign work orders were attended to, eight of them for parking and 5 for Adopt a Spots which were installed. A railing was removed from the Gundalow for work that was being done to a structure there in Adventure Park. Clean up of the Rotary Park and the downtown area began prior to Apple Harvest Day on October 5th.

The Utilities Division has been busy replacing water curb boxes around the city. Due to the water meter replacement program, some meters were unable to be changed out as a result of a bad inside stop and a bad curb box at the street. Staff will have to return to these locations to replace the meter once the curb box/stop has been replaced.

Crews repaired a line gate at a residence on Old Dover Point Road. The operating nut had to be replaced. It was so worn down that staff was unable to utilize a gate wrench.

Crews assisted with the relocation of a fire hydrant on Chapel Street at Mechanic Street. This required that water main to be shut down, on Mechanic Street, in order to cut off the old house services for the new development.

Crews conducted two Fire Flow tests for new developments. The first test was conducted on Knox Marsh Road and the second test was conducted on Industrial Park Drive.

The sewer jet is currently non-operational. Staff is waiting on the new unit to arrive in October making it difficult to conduct any collection system maintenance.

September library circulation totaled 22,959 items. (11,601 adult + 7,562 childrens print items; plus 3,796 items downloaded including 2,592 audiobooks & eBooks, 1,079 Hoopla streaming music, movies, and books, and 125 eMagazines).

179 new library patrons registered; total active cardholders 14,568. 14 of these new patrons were non-resident Dover workers or students (now 757 in that category).

The library's museum passes were borrowed 68 times.

1,396 people attended, or registered for, 65 free programs at the library during September.

The library executed 17 U.S. passports in September.

The circulation desks filled 1,663 patron hold requests.

44 new patrons registered for downloadable audiobooks/ eBooks (total = 4,930) and 34 registered for Hoopla (total = 1,390).

Internet and PC uses by the public totaled 1,599 on library workstations, plus another 6,420 via Wi-Fi, plus 61 Chromebook loans.

The Dover Public Library website saw 6,680 users in 14,042 sessions. There were 37,806 page views.

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

15,327 people visited the library during September, an average of 547 per day during the 28 days open.

The library's 3D printer fulfilled 8 customer requests for printed objects.

65 September programs were attended by 1,456 people. These included:

16 story times 385; 2 Craft sessions 230; 2 Knitting group meetings 15; 3D prints 8; 8 movies 61; Pizza & Pages 4; Creativity Corner 11; Game Night 6; 4 Lego Saturdays 103; 1 Technology class 13; 4 Book groups 39; 4 Little Free Library visits, adding 232 books; STEM

Saturday Stomp Rockets 24; Yoga for kids 6; 2 Escape Rooms 8; Maple Suites visit 17; Cocheco Fabrics talk 65; 1 Book-A-Librarian appointment, Langdon Place visit 5; 4 Family Place workshops 71; Series of the month Club 4; Duct tape wallet 15; 4 Dungeons & Dragons sessions 37; Death Café 13; Dan Szczesny 22; and Passports 17.

September saw Fire & Rescue responding to 500 calls for service, an average of 17 calls per 24-hour period. 13 of the calls for service were for fires, 321 were for medical emergencies, 21 were for other hazardous situations requiring emergent intervention (natural gas leak or energized power line down, for example), 47 were either false or good intent in nature, with the remaining being for non-emergent requests.

On September 11, a car on Fourth Street veered into a parked vehicle and flipped over. No one was injured. Police and fire crews blocked the road while the passengers were checked out and the cause of the accident was investigated.



Ahead of Hurricane Dorian, Capt Chris Jacques, a Rescue Task Force Leader with Massachusetts TF-1, was deployed to Florida in preparation for potential rescue/recovery efforts. As the storm track continued to threaten and then back away from the Eastern Seaboard, the team would

break down staging areas and continue following up the coast. In the end, the storm veered out to sea and MATF-1 was never deployed for rescue/recovery.

From the moment that the President authorization for the activation of FEMA USAR teams, Captain Jacques' time, including all backfill/overtime required to fill any vacancies while he is deployed, is fully reimbursable by the federal government.

MATF-1 and other USAR teams are staged at the Orlando Convention Center in preparation for the arrival of Hurricane Dorian.



the house through the eaves and activated the interior smoke detectors. This alerted the occupants who had no idea what was going on outside. They called 911 and began to extinguish the fire with a garden hose. When the crews arrived less than 5 minutes from the time of the call, the primary fire had been knocked down. They assisted with checking for further extension and removing smoke from the house. There is no question that the presence of working smoke detectors was the primary difference between this small "inconvenience" fire and one that would have quickly spread from the porch into the primary residence, creating much greater damage and the opportunity for harm to the occupants.



In September, a fire was reported at 8 Grady's Lane. A smoldering fire had started in the mulch area outside the house and spread to the porch of the house. As the fire grew, smoke entered

Total Permits Issued: September 2019

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
18-509	LIBERTY MUTUAL INS. CO	100	LIBERTY WAY	CONST. EMERGENCY EQUIPMENT RM	C	E	2400	18000	205
19-231	6 GROVE STREET RESIDENCE	8	GROVE STREET	DEMO TWO STRUCTURES AS PART OF S	C	31	1400	27500	305
19-282	GILBERT CAMPBELL REAL ES	45	NEW ROCHESTER ROAD	WINDOW REPLACEMENTS IN DWELLIN	C	40	18F0	34218	365
19-294	LEXIES RESTAURANT	421	CENTRAL AVENUE	PERFORM INT. IMPROVEMENTS FOR RE	C	3	6700	20000	225
19-345	ARTHUR THOMAS PROPERTIE	10	DURHAM ROAD	INT. ALT. FOR CHANGE OF USE, SFD TO	C	I	7	35000	375
19-348	LIBERTY MUTUAL INC. CO.	100	LIBERTY WAY	PERFORM INT. ALT. TO EXISTING AU EQ	C	E	2400	30748	335
19-353	SCARLOTTO	475	CENTRAL AVENUE	CONST. A BAR & PERFORM INTERIOR R	C	3	6200	32000	345
19-344	FOURTH STREET DEPOT	10	FOURTH STREET	DEMOLISH BUILDING AND REMOVE DE	C/R	6	54	28000	305
19-355	CHAUVIN ARNOUX INC.	15	FARADAY DRIVE	ERECT A 20' X 40' TENT	I	6	1L0	1000	35
19-418	H-53 MAST ROAD, LLC	17	STONEWALL DRIVE	CONST. A FOUNDATION PHASE II EXPA	I	H	5300	100000	1025
19-104	CALLAGHAN	19	MAPLEWOOD AVENUE	CONST. A REAR SECOND FLOOR DORM	R	D	5400	18000	205
19-177	LOOMES	61	SPUR ROAD	CONST. 2, 1 STRY ADD.'S, 1 GRT RM & 1	R	L	14H0	247745	2505
19-215	COLBATH	51	HORNE STREET	TO INSULATE SHEETROCK EXISTING G	R	29	61A0	2100	45
19-269	WEBBER	254A	DOVER POINT ROAD	CREATE AN ADU ABOVE GARAGE	R	M	0L96	5000	150
19-286	CARNEY	56	CHERRYWOOD DRIVE	CONST. A FARMERS PORCH	R	B	470	10000	125
19-287	CILLEY	62	BELLAMY ROAD	REPLACEMENT OF 4 PATIO DOORS	R	H	650	14228	168
19-305	CARDINAL POINT PROPERTY	71	GROVE STREET	REPLACE EXISTING STAIRWAY & LAND	R	30	8200	16000	185
19-308	GREENSHIELDS	15	SOUTH WATSON LANE	INSTALL A INGROUND POOL	R	17	82A0	35800	385
19-317	NORMAN	71	BAY VIEW ROAD	DEMO SECT. OF DWLLING & RECONST.	R	J	22A0	328500	3315
19-325	DOVESTAR HOLDINGS, LLC	24	HANSON STREET	DEMO. A THREE CAR GARAGE	R	20	4100	3500	130
19-326	DOVESTAR HOLDINGS LLC	24	HANSON STREET	CONST. A RETAINING WALL IN ACCORD	R	20	4100	9000	115
19-336	DRISCOLL	24	GERRISH ROAD	CONST. ONE STORY 2 CAR ATT. GARAG	R	M	38A	59000	615

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
19-338	NADEAU	160	TOLEND ROAD	CONST. A TWO CAR GARAGE	R	F	200	18000	205
19-346	WINCHESTER ARMS LLC	47	NEW ROCHESTER ROAD	INT. RENO. OF KITCHEN & BATHRMS OF R		40	18E0	375841	3783
19-352	GREENLAW	16	ESSEX STREET	RENOVATE & ALTER KITCHEN	R	24	19	30000	325
19-354	GARBARDI, MICHAEL	26	SANDPIPER DRIVE	FINISH ATTIC SPACE FOR ADD'L LIVING, R		L	2B2	28000	305
19-356	COLVIN	5	JACQUELINE DRIVE	FINISH BASEMENT	R	M	4010	9153	115
19-358	HUNT	295	BACK ROAD	REPLACEMENT OF 4 WINDOWS	R	M	100B0	10700	135
19-359	WHITE FAMILY TRUST	257	GARRISON ROAD	CONST. A SFD W/TWO CAR ATT. GARAG R		J	12-5	286300	2885
19-366	RAFEAL	26	CAMPFIRE DRIVE	INSTALL A ABOVE GROUND SWIMMING R		C	50A3	35000	375
19-367	DOVER POINT CO-OP	54	POLLY ANN TRAILER PARK	CONST. A MANUFACTURED HOME PAD R		M	47C54	50000	525
19-371	SMITH	16	ARBOR DRIVE	FIRST FLR BATHRM RENOVATION	R	I	7910	22000	245
19-373	MELNIK	3	GILMAN STREET	CONSTRUCT AN ADDITION TO EXISTIN R		37	5	73000	755
19-374	SBRIZZA	7	CHEYENNE STREET	REMOVED WALL INSTALL AN LVL, REMOD R		A	9W0	12000	265
19-376	HUGHES	9	BARRY STREET	INSTALL 2 REPLACEMENT 2ND FLR WIN R		D	67000	3203	57
19-377	COMMUNITY PARTNERS	83	COUNTY FARM CROSS ROAD	POOR NEW FOUNDATION FOR BASEME R		B	10A0	60000	625
19-378	WAGNER	2	EVERGREEN VALLEY DRIVE	CONST. A REAR DECK	R	D	5170	11000	135
19-381	WATTERS	19	MAPLE STREET	INSTALL A ROOF MOUNTED SOLAR PA R		30	6300	33000	355
19-383	MORRISON	11	PARSONS LANE	INSTALL A 24' X 14' STORAGE SHED R		A	09/17/	17349	195
19-384	280 DOVER POINT LLC	280 1/2	DOVER POINT ROAD	CONST. A DETACHED GARAGE W/UNFI R		L	106A	50000	525
19-385	MACKENZIE	170	VARNEY ROAD	CONST. A 1 CAR DETCHD GRGE W/UNF R		A	3200	12500	155
19-386	APPELBENG	29	CLEARWATER DRIVE	CONST. A DECK EXTENSION	R	L	49A6	5000	75
19-387	PENTHENY	27	CLEARWATER DRIVE	DECK EXTENSION	R	L	49A7	3900	65
19-388	LAWTON	630	CENTRAL AVENUE	INSTALL A ROOF MOUNTED SOLAR PV R		30	130	15000	175
19-389	LUNDY POINT LLC	15	LUNDY POINTE DRIVE	REMOVE BARN FROM PROPERTY	R	G	35E1	3000	55
19-390	ROEMER	337	WASHINGTON STREET	INSTALL A ROOF MOUNTED SOLAR PA R		32	1700	36000	385
19-391	BOURQUE	47	COTTONWOOD DRIVE	INSTALL AN INGROUND SWIMMING PO R		B	4620	39000	415

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
19-392	CROFT	72	KATIE LANE	INSTALL REPLACEMENT WINDOWS	R	100	B0007	19866	225
19-393	LYDSTON	41 43	GROVE STREET	INT. RENOV. TO A TWO STORY TWO FA	R	31	8600	45000	475
19-395	PERRELLI	35	NEW ROCHESTER ROAD	CONST. ADD. FOR MASTER BED & BAT	R	40	5	60000	625
19-396	WINCHESTER ARMS LLC	47 49 51	NEW ROCHESTER ROAD	REMOVE & REPLACE FRONT BALCONIE	R	40	18E0	153147	1555
19-399	LEBLANC	6	EAST WATSON STREET	TO ENCLOSE EXISTING PORCH	R	19	6000	15000	175
19-408	JONES, WILLIAM	16	HUBBARD ROAD	TO RENOVATE KITCHEN	R	K	14180	40000	425
19-410	HOFFMAN	2	ELA STREET	CONVERT GRGE TO HABITABLE AREA	R	27	28900	8000	105
19-411	C2N PROPERTIES, LLC	5	SOUTH WATSON LANE	PERFORM INT. RENOV. & ALTER. OF A	R	17	88	50000	525
19-412	SHAPPEL	2	MITCHELL COURT	RMV/RECONSTRCT FOUNDTION FAILIN	R	32	5900	28000	305
19-415	GEZZER	4	FAIRVIEW AVENUE	WINDOW REPLACEMENT	R	25	24001	9362	118
19-421	MARKEY	10 12	HOUGH STREET	REPLACING UNSAFE DECK AND ADDIN	R	30	10400	10000	125
19-423	CALLAGHAN	19	MAPLEWOOD AVENUE	ENCLOSE A PORCH	R	D	5400	2000	45
19-425	ELLIS-PETROW	449	MIDDLE ROAD	INSTALL THREE REPLACEMENT PATIO	R	M-5	E0	15437	185
19-426	TREMBLAY	14	SHAWNEE LANE	INSTALL REPLACEMENT WINDOWS	R	A14	A8	4000	65
19-432	BRINDMOOR	121	BOXWOOD LANE	EXTEND EXISTING DECK	R	B	21110	9050	115
19-433	PATEL	181	EMERALD LANE	CONST. A ROOF OVER EXISTING LANDI	R	F	15100	5700	85
19-434	LAPIERRE	159	EMERALD LANE	INSTALL AN INGROUND SWIMMING PO	R	F	15160	23000	255

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
----------	-------------------	----------	--------	-------------	------	-----	-----	--------------------	-----

Total Permits Issued: 64

Total Construction Value: \$2,811,847.00

Total Fees Collected: \$30,006.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	0	Change of Use	0
Commercial Renovations	9	Commercial	1
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	0	Industrial	0
Industrial	0	Renovations	1
Industrial Renovations	1	Manufactured Dwlg	0
Manufactured Dwelling	1	Multi-Family Dwelling Units	0
Single Family Dwelling	1	Single Family Dwellings	3
Renovations Dwelling Unit	56	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	0		
Accessory Dwelling Unit	1		
		Total	5

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														
STF	10 Strawberry Drive	A	12	12	0	6/26/2018	4/10/2018	Site	P18-11	40	43	6/26/2023	H	0.4
Hellenic Realty	333 Central Avenue	A	18	18	0		3/27/2018	Site	P18-04	2	19		H	0.5
Salty Sea	52 Old Rochester Rd	A	15	0	15	1/9/2018	12/12/2017	Site	P17-74	40	25	1/9/2023	H	0.5
Cathartes	Washington Street	A	130	130	0	1/9/2018	12/12/2017	Site	P17-66	2	4	1/9/2023	H	3.9
Changing Places/Robbins	Mechanic Street	C	15	15	0	11/14/2017	4/25/2017	Site	P17-11	24	98	11/17/2022	H	0.5
Carnegie Hill	Third Street	A	20	20	0	9/12/2017	4/25/2017	Site	P17-02	6	54A	9/12/2022	H	0.6
Third/Grove	Grove Street	A	38	38	0		5/8/2018	Site	P16-31C	31	14		H	1.1
Old Courthouse	First Street	A	71	0	71	N/A	5/28/2019	Site		6	20	5/23/2022	H	2.1
Pointe Place	Pointe Place		119	119	0		9/25/2018	Site	P18-37	K	19-4			3.6
Little Bay Marina	421 Dover Point Road		25	0	25		5/28/2019	Site	P19-05	8	9,10,11			
Darlene Colwell-Ellis	10 Fourth Street		20	0	20	9/25/2019	7/23/2019	Site	P19-03	6	54C	9/25/2024	H	
STF Development	260 Locust/Settlement Dr		12	20	12	2/27/2019	8/28/2018	Site	P18-30	15	67	2/27/2024	W	
Bradley Commons	Central Ave	A	49	49	0	2/10/2015	9/23/2014	Site	P14-34	27	2/3	2/10/2020	H	1.5
Total: Mixed Use			544	188	143									9.4
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
Princeton Dover	306 Plaza Dr		24	0	24		6/25/2019	Site	P19-30	D	81			
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			154	72	82									14.3
Subdivisions:														
RV Paolini Construction, LLC	56-58 Dover Point Road/Cottage Park	M	7	0	7	6/18/2019	12/11/2018		P18-45	M	6	6/18/2024	G	2.1
TDAK	99 Sixth Street	H	4	1	3	6/26/2018	6/12/2018		P18-07	35	57	6/26/2023	H	1.4
Singh	Couty Farm Cross Road	H	4	1	3	3/14/2018	10/24/2017	3/15/2018	P17-58	B	6G	3/14/2023	H	1.4
Coughlin	Piscataqua Road	H	3	3	0	12/12/2017	7/25/2017	12/14/2017	P17-42	I	94-A/B	12/12/2022	G	1.1
Quantum	Littleworth Road	H	6	0	6	8/2/2017	6/13/2017	8/3/2017	P17-34	H	29A	8/2/2022	W	2.1
Whitney Scott	Topaz Drive	H	9	1	8	1/9/2018	6/13/2017	3/6/2018	P17-18	G	9	1/9/2023	W	3.2
Sophie Lane	County Farm Road	H	3	0	3	6/27/2017	5/9/2017	6/28/2017	P17-32	E	32	6/27/2022	H	1.1
Ayer	Eagan Drive	H	17	0	17	11/17/2017	4/11/2017	1/10/2018	P16-25	N	18	11/17/2022	G	6.0
Indian Ridge	Emerald Ln	H	49	45	4	8/25/2015	6/23/2015	12/4/2015	P14-58	F	15	8/25/2020	W	17.2
Bellamy Ridge	Red Barn Dr	H	7	4	3	10/13/2015	8/25/2015	10/15/2015	P15-05	I	6-C	10/13/2020	G	2.5
Foster's Way	Fosters Dr	H	5	5	0	9/17/2014	12/17/2013	9/17/2014	P13-49	L	89-1	9/17/2019	G	1.8
Child's Subdivision	Childs Dr	H	19	18	1	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	6.7
Arch St	Fresian Drive	H	11	0	11	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	3.9
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.5
Harbor Hills	Shore Ln	H	16	14	2	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.6
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	3.2
Picnic Rock	Back River Rd	H	21	20	1	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.4
StoneCroft	Carriage Hill Ln	H	11	10	1	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	3.9
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	28	4	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.2
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.4
Lundy Pointe LLC	32 Old Stage		10	3	7		4/9/2019		P19-20	G	35E		G	3.5
44 Maple Ave LLC	44 Maple		12				4/9/2019		P18-58	30	19		H	4.2

NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**
TDAK	Beaumont (146 Dover Point)		11	6	5	1/8/2019	8/28/2018		P18-14	M	61	1/8/2024	G	3.9
Arbor Woods	Cielo Dr	H	72	64	8	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			72	64	8									
TOTAL APPROVED UNITS			782	324	233									28

2. Product & Process Outcomes

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

The filing period for the Municipal Election was successful with candidates running for Mayor, Councilor-at-Large, and all Ward Councilors. The School Board also has candidates for every position.

Tax Collector executed the Tax Lien for Tax Year 2018 (FY2019) property taxes on September 17, 2019.

There were 190 Parcels in the tax lien. The outstanding property tax amount was \$719,513.49, total tax lien (including fees and accrued interest) is \$762,428.48.

In Tax Year 2017 (FY2018) the tax lien was for 221 parcels, the outstanding property tax amount was \$850,502.54, total tax lien was \$899,569.20.

FY2019 saw 31 less parcels, and \$130,989.05 less in property tax or 15.4% less.

Dover Youth to Youth held its annual sign up night in the first week of September and new members are continuing to sign up. This starts the process of getting the new school year going. It appears that new members joining will more than make up for attrition caused by college graduation, students moving and other attrition and we look to be on track to maintain the preferred level of about 70 youth advocates.

Over the first month of the school year, the Dover Teen Center has seemed to retain a strong number of high school students, bringing our overall breakdown between DMS and DHS participants closer to 50/50 in population, and we look forward to welcoming our new 6th grade students after the Columbus Day weekend.

The Dover Teen Center calendar for September of 2019 consisted of educational and social programming for its youth participants. For the month, the teen center hosted a total of 491 participants on 17 days of programming, which yielded an average of approximately 29 participants per day.

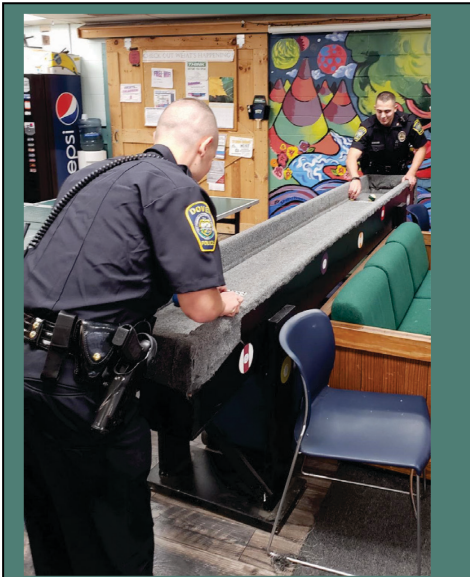
Some program highlights for the month of September 2019 included, but were not limited to the following:

- TC Snack Special – “Steamed Hot Dogs” (9/4)
- TC Tournament – “8-Ball Billiards” (9/9)
- TC Annual Event – “Welcome Back BBQ” (9/13)
- TC Snack Special – “Pancake Mania” (9/16)
- TC Arts Program – “Craft Day @ TC – Tie Dye Party” (9/18)
- TC Tournament – “X-Box 360 Racing – BLUR” (9/20)
- TC Arts Program – “TC Arts Cabinet Fun” (9/23)
- TC Special Event – “Front Yard Field Games Day (9/25)
- TC Arts in Action Event – “TC Storytellers Session w/Cody Wolfe” (9/27)
- TC Snack Special – “Indoor S’mores” (9/30)

Teen Center staff also conducted a successful training night for new fall 2019 Intern Staff on September 16, 2019.

There were 7 new registrations received in September 2019.

On September 13, 2019, the Dover Teen Center celebrated the beginning of the new school year with a welcome back BBQ which was attended by several of the officers.



Officers Elbert and Sobel take a turn playing Carpet Ball.



Officers Letendre and Anderson watch teen center participants playing a game of Carpet Ball.



Dover Teen Center participants and interns working on art projects as part of the grant funded Arts in Action program.

The Community Service program tracked two active participants during the month of September. A total of 10 community service hours were completed during the month. Both of the participants finished his/her assigned hours.

The following is the diversion case breakdown:

- (1) cases in active diversion contracts
- (2) successful completions and releases
- (0) new cases heard
- (0) new cases pending for intake meetings
- (0) cases sent back for prosecution due to failure to comply with diversion contract.

Officer Dunne participated in the School Wide Book project, pairing up with a 6th grade classroom and reading a book to the class each morning. All classrooms in the school are reading the same book, *The Unteachables*, as part of a literacy initiative.

At the start of the school year, Officer Dunne began teaching the DARE curriculum to six 5th grade classrooms. DARE is designed to teach young people about the dangers of substance abuse as well as coping mechanisms for stress, peer pressure and bullying. In addition to DARE, Officer Dunne has been working to update the PACT program for 5th grade parents, to include adding a new vaping lesson as well as a social media lesson.

Officer Dunne is once again volunteering her time after school as a Girls on the Run coach. She coaches Heart and Sole, a GOTR program for 6-8th graders. The group meets twice a week and each lesson is designed to help the girls reach their full potential emotionally and physically. This is Officer Dunne's fourth season coaching.

As part of Officer Dunne's daily duties, she continues to maintain a presence in the hallways, at lunch and recess, and outside during the morning and afternoon drop-off and pick-up.

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

During the month of September 2019, Officer Pike assisted the administrative staff with the new traffic pattern as it relates to the newly paved main parking lot prior to the start of the school day. Officer Pike continued directing traffic at the end of the day. This traffic direction allows for the safe passage of students/faculty crossing Alumni Drive 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. Additionally, this traffic direction maintains an orderly traffic flow on Durham Road, eliminating the possibility for minor motor vehicle accidents caused by traffic congestion.

Officer Pike worked in conjunction with the school's administrative staff and parking attendants to ensure that all vehicles were properly registered with the school and parking requirements were being followed.

Officer Pike continues to meet with students throughout the building on a day to day basis. Those meetings consist of general conversation not necessarily related to law enforcement.

Officer Pike continuously meets with school officials to assist with school investigations in determining if criminal activity occurred, or to offer assistance as needed. Most of this activity is usually centered on potential bullying matters, classroom disturbances or inappropriate use of social media.

Officer Pike continues to assist the school in any way possible when asked. One of the most consistent requests Officer Pike handles for the DHS Administration is to review specific footage on the school's surveillance system. This is a

request that Officer Pike receives on a daily basis. These requests range from suspicious activity to locating a student that is not in a place that he/she is supposed to be.

On multiple occasions, Officer Pike assisted Donna Berchulski, the school's intervention specialist, with students or families that needed assistance.

Officer Pike continues to be available for school events outside of the regularly scheduled school times.

Officer Pike continues to be a volunteer assistant with the school's ice hockey team and is currently involved in the team's off ice training program.

A resident of Waldron Towers called the Dover Police Department six times in September. Officer Cooper, Whittier Falls Resource Officer, met with the resident to ensure her living conditions were appropriate. Once Officer Cooper observed that the living conditions were satisfactory, she spoke with the resident's case worker at Community Partners, and referred her to the DHA Senior Supportive Services Coordinator. Finally, Officer Cooper spoke with the woman's daughter. Although the daughter lives out of the area, Officer Cooper was able to obtain proper contact information. The Whittier Falls Liaison position provides adequate time and resources to assist residents with their unique needs and/or problems with the goal of cutting down on public safety calls for service.

Officer Cooper referred two residents to the DHA Family Self-Sufficiency (FSS) Program Coordinator. The program is an employment and savings incentive program for low-income families that have Section 8 vouchers or are living in public housing. The first referral was a young, newly single, mother of an infant. The second referral was a father of four who recently found himself unemployed. Referring the residents not only takes advantage of the many programs that are offered, but it is Officer Cooper's hope that the

referral will encourage a good relationship between the residents and herself.

Officer Cooper filled in for a day and a half at Dover High School, when the regular SRO was out sick. She also began to attend SRO Dunne's 5th grade DARE classes. Attending will provide Officer Cooper a better understanding of the program before she goes to DARE school in December.

During the month, Officer Cooper arrived to work early to monitor the bus stops in the neighborhood. Officer Cooper did not observe any issues. Additionally, she spoke with several parents, who had not seen any concerning behaviors.

On 09/28/2019, a non-resident was involved in a domestic disturbance with his girlfriend. The male exited her residence and fired 11 rounds from his handgun. Subsequently, he was arrested for Reckless Conduct. Officer Cooper met with Dover Housing Authority (DHA) staff, apprised them of the situation, and assisted with banning the male from DHA property.

On 09/30/2019, Officer Cooper arrested a non-resident for Criminal Trespass. She subsequently met with DHA staff and suggested he be banned from the property. Throughout the month, there were several additional people who Officer Cooper banned from DHA property.

While meeting with the Family Services Coordinator of the Seymour Osman Community Center, Officer Cooper learned that the Dover Rotary Club issues shoe vouchers for qualifying youth & elderly. The program offers a \$40 voucher to Red's Shoe barn, per year, for each qualifying participant. Officer Cooper obtained the applications & forwarded them to patrol to use if/when they find someone in need.

City Planner Benton received the data gathered by two counters on the Community Trail placed by

SRPC to get a better sense of how many users use the trail and during what times.

Father Aggie Jean provides a blessing of police and fire vehicles following the Roman Catholic "Blue Mass" at the Parish of the Assumption's Saint Mary's Church. On September 8, the parish held its annual mass to honor and commemorate first responders who lost their lives in the aftermath of the 9/11 terrorist attacks. Chiefs Breault and Haas were joined by police and fire officers and staff from both agencies in participating in the service at the request of the parish.



Planning and Community Development brought the architectural design standards and other zoning amendments to the City Council on August 28th which were adopted on September 11th. The architectural design standards were part of the technical assistance grant from PlanNH. In May, the Planning Board approved posting of the regulations and set public hearings for June 11 and 25th. City Planner Benton and the consultant continued editing the guiding document to accompany the amendments.

Assistant City Planner Piekut addressed enforcement concerns regarding wetland protection district violation, unpermitted home businesses, group homes, trash, motor vehicle junkyards, a lot line adjustment plan violation, illegal signage, and continued to assist customers with zoning inquiries and determinations.

In September, Planning staff revised its processes for completing review of site and subdivision plans for Technical Review. Changes include considering an electronic plan review option, altering the site visits that occur with the reviews, and the way notes are provided to applicants.

The Community Trail Advisory Committee visited the Transportation Advisory Committee on September 23rd to discuss options at the Washington Street trail crossing. Staff will continue to look at options to present to the CTAC and TAC later this fall.

On September 1st, City Staff prepared and submitted the first Stormwater Annual Report to the EPA under the MS4 permit as revised in 2017.

Asst. City Engineer Young began work with four graduating Civil Engineers students from UNH. As a senior project, the students will assist the City with the next steps to remain in compliance with the MS4 Illicit Discharge Detection and Elimination (IDDE) plan. Students are tasked with researching and testing outfall sampling kits and procedures to establish an inexpensive and efficient plan to monitor all city stormwater outfalls. Staff will meet with students bi-weekly throughout the school year to monitor progress.

Recreation has resumed offering Interval Strength classes on Tuesdays & Thursdays with Lisa. Sign-ups for all basketball programs begins on October 1st. Men's league sign-ups are on-going for the 18+, 35+ and 50+ basketball leagues. After the gym floor was refinished, badminton resumed on Wednesday and Friday evenings. Gym rentals began on Sunday afternoons and will continue through November. Fall field scheduling is ongoing and staff is preparing for the upcoming basketball season.

The indoor pool reopened on September 3rd after being closed two weeks for maintenance. Since

re-opening, the pool has been faced with some challenging staffing changes causing the pool schedule to change. On September 13th Michael Arsenault, Aquatics Facility Manager, resigned after 21 years of service for the City of Dover. Kelsey Boese, Program Supervisor for aquatics, was appointed interim Aquatics Facility Manager. The schedule changes have mostly affected patrons attending early bird lap swim. Small changes have been made that affect hydrofitness and therapy swim by 15 minutes. Recreation has been advertising for new lifeguards and swim instructors, with few applications to fill the needed positions. Due to short staffing, Rec personnel also had to postpone fall swim lessons, but hope to add another session in the near future. In the month of September, swim teams have also started back up at the indoor pool. Seacoast Swimming has resumed daily practices and Great Bay Masters have been using the facility 3 times a week. Portsmouth Scuba has also utilized the indoor pool on Tuesday and Thursday evenings. The Jenny Thompson outdoor pool is in the process of being closed up for the winter after a busy season. Masters: about 20-30 swimmers per practice – 240-360 for the month, Adult Lap Swim: 40-60 depending on the day-1120-1600 for the month, Rec Swim: 5-10 per day-140-280 for the month, Birthday Parties: 0

September at the Dover Ice Arena is a busy time putting the ice in the Foster Rink, having both rinks up and running. The fall/winter programs began in early September, the COED League is full for another season with 8 teams and 112 players. The Over 45 League is also full for another season with 4 teams and 48 players. Chix with Stix has been very popular every Sunday night and Rock Night continues to have a steady attendance. The month of October brings busier weekends with Dover Youth Hockey games and Rock Nights. The fall session of Learn to Skate begins on October 4, which is full. Adult and Youth Stick Practice: 309, Birthday Parties: 1

In addition to all ongoing activities, the Senior Center members continue to use fitness areas at Dover Recreation, offering Chair Yoga, Cardio, and Flexibility classes. Pickleball is offered Tuesday and Friday mornings. September was Senior

Center Month. Members enjoyed lots of special activities, along with Lindt chocolate. That includes a private screening of the movie Downton Abbey right up to the senior group that hiked in the National Parks in Utah! Mystery Lunch: 30



Members of Dover Senior Center hiking in Utah National Parks

The Paddlesports dock has been very heavily used by Great Bay Rowing Club and the general public. The kayak launch ramp that is part of the dock is available for anyone to use into late October where the season will end with dock removal in early November.

Staff continued to work with New Hampshire Homeland Security and Emergency Management (NHHSEM) Liaison Julia Chase on an Emergency Management Performance Grant (EMPG) grant geared towards 3 station/EOC teleconferencing. Another meeting was held with Ms. Chase, Dover Fire admin, Matt Wentworth and Mike Gillis from Info Tech and Captain Terlemezian from Dover Police Department. Detailed funding options were discussed, and a project scope was refined. EMPG grants are a 50/50 match with State Homeland Security funds. The City match can be an "in kind", utilizing money spent by the city on the implementation of the grant or through the purchase of items that will be utilized in the implementation of the program. Through inclusion of the EOC in the networking infrastructure intended to be purchased through the grant, and the City's investment in Compasscom Software

allowing the location tracking of Fire, Police and Community Services resources in a multi-agency emergency, the City's match for the grant has already been realized.

Division Chief Dale Spainhower attended an informative session in Manchester with Quick Med Claims and Public Consulting Group. Quick Med Claims is the third party billing company for Ambulance billing. Public Consulting Group (PCG) helps primarily public sector health, education, and human services organizations make measurable improvements to their performance and processes. PCG has taken the nationwide lead in coordinating the Medicaid Cost Recovery Program for EMS. Their team will present the new Medicare Cost Reporting requirements and how they can assist us with implementation of an EMS supplemental payment strategy and the upcoming CMS-mandated cost reporting requirements.

Medicaid payment rates for ambulance services are often 70 percent less than the cost of providing them. With state budgets under significant pressure, the prospects for addressing this inequity with traditional measures are dim. However, there is another option. State Medicaid agencies and the Emergency Medical Services (EMS) community can work together to cover the shortfall by taking advantage of a unique reimbursement mechanism offered by the federal government - Supplemental Payment Programs (also known as GEMT, PEMT, and ASPP).

Deputy Fire Chief McShane continued monthly meetings with the Chamber of Commerce committee on the planning for Apple Harvest Day. These meetings coordinate the needs of the various groups involved to put on a safe and productive day for all vendors, participants, visitors, runners, musicians, etc that make downtown Dover a destination point for this annual fall festival.

Chief Haas participated in a second meeting with Community Services leaders, the general contractor and blasting technicians to discuss a course of action to deal with the unexpected discovery of ledge underneath the rail bed where the City's sewer project is projected to run.

Blasting methods designed to minimize the effects of local disturbance were described in detail by the blasting contractor, and a plan was discussed that would meet State of NH blasting (notification) requirements, while allowing the project to move forward in a reasonable timeframe

Below, ledge can be seen at the bottom of the 30' excavated hole in the parking lot adjacent to Red's Shoe Barn.



catheter) time. “Door to cath” time is the time from when a patient with a specific life threatening cardiac rhythm arrives at the hospital to when that patient is in the cardiac catheterization lab receiving critical interventions. With a reduced door to cath time, a significant increase in a patient’s survivability rate is shown. By administering Heparin in the field, our paramedics will ultimately be better prepared to bring a patient directly to the cardiac catheterization lab, bypassing the emergency room altogether. This is a significant reduction in door to cath time.

Chief Haas participated in a second webinar with I.T. to review Fireworks Software, a company that offers a data analytics tool that would greatly enhance Fire & Rescue’s ability to quantitatively analyze the call data available from within its Computer Aided Dispatch call reporting system. I.T. is reviewing additional options, and the project is awaiting the results of their review.

The drug Heparin was added to the list of available medications on our ambulances.

Heparin is an Advanced Life Support (ALS) medication used in cases of acute myocardial infarction (“heart attack”) in the pre-hospital setting. Heparin, used in conjunction with the additional advanced cardiac life support interventions, reduces the “door to cath” (*cardiac*

3. Leadership & Governance Outcomes

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

On Saturday, September 14th the Coalition and Youth to Youth had table at the SOS Recovery Rally. The event, held in Henry Law Park, featured political speakers, recovery speakers and musicians along with over 20 different local organizations having displays. During the event several political leaders spoke with the students including Governor Sununu. The students staffed a table at the event and had their "Hands" visual on display. People could come and take a paper "hand", and add it to the visual, with a reference of who their "Anyone" is who is dealing with addiction. People then write "my brother" or "my uncle", etc.



Governor Sununu stops by the Dover Coalition for Youth table and chats with Dover Youth to Youth students at the Recovery Rally.

On September 24th four members of Youth to Youth provided a one-hour webinar on e-

cigarettes and vaping for prevention workers in North Carolina. The training was requested and sponsored by the agency responsible substance misuse training for the State of North Carolina. They in turn, advertised the availability of the training statewide.

A student from Dover Youth to Youth participated in the September 28th Addiction Forum held at the police department. She provided a quick overview of Dover Y2Y's role and activities.

On September 5th, Chief Breault, Sergeant Tarmey and Officer Collis attended a "welcome back" picnic at the Horne Street School to celebrate the start of the new school year. The event was very well attended, with several hundred people enjoying the evening.

On Saturday September 28th nearly two dozen community members attended a forum at the police department discussing Dover's Response to the Addiction Epidemic. Chiefs Breault and Haas shared data on calls for service and crime data. That was followed by an overview of the city's philosophy on addiction and its connection to other issues such as mental health and homelessness. The city outlined its 3-pronged approach to addressing the problem. Lieutenant Dolleman spoke about the city's enforcement efforts, followed by Vicki

Hebert outlining the prevention programs and the Captain Terlemezian spoke about the city's outreach and assistance efforts. Three social service agencies that collaborate with the city, SOS Recovery Community Organization, the Doorway at Wentworth-Douglass Hospital, and Community Action Partnership of Strafford County all shared information about their programs and partnership with the city.



Police Chief Bill Breault and Fire Chief Paul Haas address the attendees at the City's response to addiction forum.

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 502 Facebook (City of Dover NH Planning) friends and 902 followers on Twitter @DoverNHPlanning).

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail (with 1,969 fans).

Six officers from the Dover Police Department are participating in the Bigs in Badges initiative through the Big Brother/Big Sisters program. The officers started this month and most have been paired with a little brother or sister. The officers will begin spending time with their "little" at the Woodman Park School, another partner in this initiative. The Dover Police Department is the first police agency in New Hampshire with a program like this.



Detective Courter, Chief Breault and Officer Murch with their "little".

Planning and Community Development staff continue to convert the Department's filing system from project file number to all be by Tax Map and Lot number to better serve the public looking for property history. Work is underway to migrate zoning and permits (customary home occupation, sign etc.)

The Steering Committee for the update to the Recreation Chapter of the Master Plan had its kick off meeting on September 25 where they talked about upcoming outreach events and the online surveys regarding recreation and art which can be found on the City website starting in October. The consultant, SRPC will be at the October and November Art Walks, Apple Harvest Day, and Dover Main Street's Trick or Treat.

The Library Director led a downtown walking tour for a group of Master Gardeners visiting from NY State, and gave a talk about the printed cottons from the Cocheco Print Works to members of the Cocheco Quilters Guild. The Technology Librarian presented a library talk at Maple Suites.

Through the shared Dovernet Library System, DPL borrowed 220 titles from the schools and lent 134 items to the schools.

Through the statewide collaborative NHAIS system, DPL's Interlibrary Loan dept. sent 310 volumes to other libraries and borrowed 103 from other libraries for our patrons.

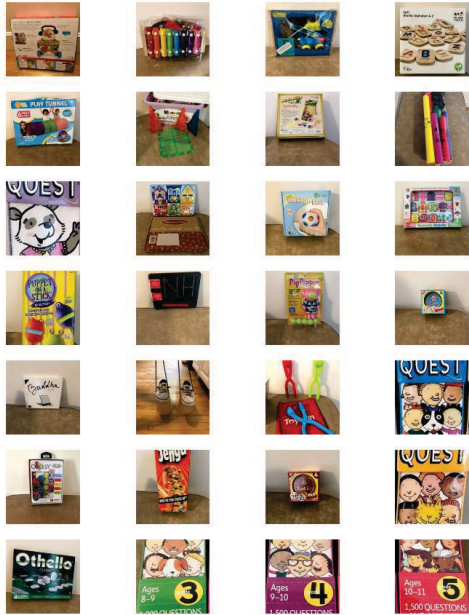
The library has 4,338 subscribers to its two monthly e-newsletters.

Library staff posted 112 items to its various social media platforms in September. Total social media platform followers = 11,786

The library has 3,683 Facebook followers, 1,200 Pinterest followers, 1,547 Instagram followers, and 1,018 Twitter followers.

The library blog was viewed 189 times in September.

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. Another volunteer made four deliveries to the Little Free Libraries, depositing 232 books between the two sites.



Toy Lending Library – each item can be checked out for 3 weeks at the Dover Public Library.



The library's September STEM Saturday event---Stomp Rockets (homemade rockets sent skyward via air power from stomping on 2 liter soda bottles!)

On September 11, Chief Haas joined Principal Patrick Boodey of the Woodman Park Elementary School in leading the Pledge of Allegiance to start the school day. Afterwards, Chief Haas and Principal Boodey visited the 1st grade wing to meet students and hear some interesting 1st grade stories.

On September 18, Chief Haas and Department Mechanic Dave Duquette attended an open house at Greenwood Emergency Vehicles, where Dover's most recent apparatus acquisition, Ladder 3, was featured prominently.



On September 6th, a successful blood drive with the Red Cross was hosted at the North End Fire Station. The apparatus bay was setup and staffed with equipment and personnel from the Red Cross, and steady stream of donors visited the station throughout the 5 hour period to help donate to this important life-saving agency.

Members of DFR and their families joined thousands of area participants in the Seacoast Cancer Center 5K, held at Wentworth Douglass Hospital. This annual event brings recognition and funding to a very important cause, while encouraging people to get out and work

together to be a part of an important community effort.

Dover Firefighter Patrick Babel (who also drives the WDH Care Van) received an award for finishing in 3rd place amongst participating WDH employees – congratulations, Patrick!



4. Financial & Benchmark Outcomes

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

PURCHASE ORDERS – OVER \$5,000

DAC	PO Date	PO #	Vendor Name	Amount
Finance Office	09/30/2019	202003100	OUT TO BID - PURCHASING AGENT	\$333,850.00
Info Technology	09/19/2019	202002722	DATA TRANSFER SOLUTIONS, LLC	\$8,268.10
Community Services	09/16/2019	202002533	ANNE J.M. Warburton	\$6,077.00
Community Services	09/16/2019	202002534	KELLY SEMERTGAKIS	\$6,300.00
Community Services	09/23/2019	202002798	MACKINNON & SONS EXCAVATING, LLC	\$6,540.00
Community Services	09/11/2019	202002375	FISHER AUTO PARTS	\$7,132.85
Community Services	09/04/2019	202002117	MACKINNON & SONS EXCAVATING, LLC	\$9,920.00
Community Services	09/04/2019	202002118	MACKINNON & SONS EXCAVATING, LLC	\$10,724.50
Community Services	09/09/2019	202002276	HEWS COMPANY, LLC.	\$16,800.00
Community Services	09/18/2019	202002681	TRI-STATE SEALCOATING & PAVING, INC.	\$29,969.00
Community Services	09/30/2019	202003098	SEVERINO TRUCKING CO., INC	\$39,810.00
Community Services	09/11/2019	202002376	MORTON SALT, INC.	\$225,675.00
Executive	09/30/2019	202003046	SHEEHAN, PHINNEY, BASS & GREEN	\$50,000.00
Fire and Rescue	09/25/2019	202002954	SIEMENS INDUSTRY, INC.	\$5,790.00
Fire and Rescue	09/25/2019	202002951	DENNIS MUNSON PLUMBING HEATING	\$7,659.83
Fire and Rescue	09/23/2019	202002802	KARL STORZ ENDOSCOPY-AMERICA, INC.	\$32,913.90
Fire and Rescue	09/23/2019	202002800	CONTINENTAL PAVING, INC.	\$75,000.00
Fire and Rescue	09/09/2019	202002256	MACKINNON & SONS EXCAVATING, LLC	\$75,000.00
Police	09/03/2019	202001992	PARKEON	\$21,285.00
Public Library	09/25/2019	202002909	VANGERTEN PLASTERING, INC.	\$8,300.00
Recreation	09/19/2019	202002713	ATLANTIC COAST FENCE CO., INC.	\$8,590.00
Recreation	09/11/2019	202002450	GC/AAA FENCES, CO., INC.	\$14,330.00
Recreation	09/11/2019	202002449	GC/AAA FENCES, CO., INC.	\$41,900.00
Recreation	09/17/2019	202002555	MARTINEAU ELECTRIC, INC.	\$47,900.00

BIDS

Department	Bid #	Bid Date	Description
Community Services	B20020	09/13/19	Snow Plow Cutting Edges
	B20019	09/24/19	Winter Sand – As Needed
Executive	B20021	09/19/19	Application, Permit and Inspection Management
Planning	Q20-001	09/17/19	City Hall Dumpster

The Assistant City Manager completed assembling the Capital Improvements Program project list for FY21-26. This six year program contains the City's infrastructure and equipment needs, and ties them to a financial plan for implementation. In September, the final project lists were approved by the City Manager, and staff worked on the video and other outreach components.

City Planner Benton met with staff from Northeast Color at the Community Trail to create a scope of their volunteer day October 4th. The City Council approved the donation at their September 11th meeting.

Passport application processing fees provide a continuing source of revenue for the library. At \$35 per application, the library received \$595 in passport revenue during September.

Thanks to the Rotary Club of Dover, who donated \$50,000, new furniture and shelving for the lower level of the Children's Room has been ordered. Expected delivery is 12 weeks out.

The Library has received donations (to-date) of \$2,260 in memory of former Library Director Don Mullen. Don's "Celebration of Life" was held at the Library on September 21.

City of Dover

Revenues of Major Funds September 30, 2019 (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	\$ 91,306,437	\$ 176,361	\$ 2,582,305	3.0%	\$ 88,724,132	\$ -	\$ 88,724,132	(97.2)%
Licenses & Permits	6,648,284	567,042	1,750,616	26.0	4,897,668	-	4,897,668	73.7
Intergovernmental	2,329,725	6,183	200,718	9.0	2,129,007	-	2,129,007	91.4
Charges for Services	3,822,518	327,475	904,258	24.0	2,918,260	-	2,918,260	76.3
Miscellaneous Revenue	805,604	28,368	305,051	38.0	500,553	(2,982)	503,535	62.5
Education	16,237,275	1,895,663	2,302,831	14.0	13,934,444	-	13,934,444	85.8
Operating Transfers In	430,754	-	-	0.0	430,754	-	430,754	100.0
Other Financing Sources	119,900	-	-	0.0	119,900	-	119,900	100.0
Sub-total : 1000 General Fund	\$ 121,700,497	\$ 3,001,091	\$ 8,045,779	7.0%	\$ 113,654,718	\$ (2,982)	\$ 113,657,700	93.4%
3213 Parking Activity Fund								
Licenses & Permits	\$ 228,000	\$ 16,537	\$ 81,684	36.0%	146,317	\$ -	\$ 146,317	64.2%
Parking Income	610,000	58,881	218,067	36.0%	391,933	-	391,933	64.3%
Parking Fines	181,725	15,766	40,342	22.0%	141,383	-	141,383	77.8%
Other Financing Sources	0	-	-	0.0	-	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 1,019,725	\$ 91,183	\$ 340,093	33.0%	\$ 679,632	\$ -	\$ 679,632	66.6%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 11,500	\$ -	\$ -	0.0%	\$ 11,500	\$ -	\$ 11,500	100.0%
Charges for Services	1,036,082	50,403	255,067	25.0%	781,015	-	781,015	75.4%
Miscellaneous Revenue	0	107	873	0.0	(873)	-	(873)	0.0
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3320 Residential Solid Waste	\$ 1,047,582	\$ 50,510	\$ 255,940	24.0%	\$ 791,642	\$ -	\$ 791,642	75.6%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 753,885	\$ 59,636	\$ 168,933	22.0%	\$ 584,952	\$ -	\$ 584,952	77.6%
Operating Transfers In	180,044	17,645	67,507	37.0	112,537	-	112,537	62.5
Sub-total : 3381 McConnell Center	\$ 933,929	\$ 77,281	\$ 236,441	25.0%	\$ 697,488	\$ -	\$ 697,488	74.7%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 443,980	\$ 14,781	\$ 81,080	18.0%	\$ 362,900	\$ -	\$ 362,900	81.7%
Miscellaneous Revenue	15,500	185	294	0.0	15,206	-	15,206	98.1
Operating Transfers In	20,000	-	-	0.0	20,000	-	20,000	100.0
Other Financing Sources	-	-	-	0.0	0	-	0	#DIV/0!
Sub-total : 3410 Recreation Special Revenue Fund	\$ 479,480	\$ 14,966	\$ 81,374	17.0%	\$ 398,106	\$ -	\$ 398,106	83.0%
5300 Water Fund								
Intergovernmental	\$ 2,500	\$ (275,737)	\$ 12,711	508.0%	\$ (10,211)	\$ -	\$ (10,211)	-408.4%
Charges for Services	5,792,263	587,950	1,372,216	0.2	4,420,047	-	4,420,047	76.3
Miscellaneous Revenue	70,500	14,549	54,320	77.0	16,181	-	16,181	23.0
Sub-total : 5300 Water Fund	\$ 5,865,263	\$ 326,763	\$ 1,439,247	25.0%	\$ 4,426,016	\$ -	\$ 4,426,016	75.5%
5320 Sewer Fund								
Intergovernmental	\$ 31,974	\$ -	\$ -	0.0%	\$ 31,974	\$ -	\$ 31,974	100.0%
Charges for Services	7,569,359	800,264	1,907,667	25.0	5,661,692	-	5,661,692	74.8
Miscellaneous Revenue	57,000	10,606	38,056	67.0	18,944	-	18,944	33.2
Other Financing Sources	520,992	-	-	0.0	520,992	-	520,992	100.0
Sub-total : 5320 Sewer Fund	\$ 8,179,325	\$ 810,870	\$ 1,945,723	24.0%	\$ 6,233,602	\$ -	\$ 6,233,602	76.2%
6100 Dovemet Fund								
Charges for Services	\$ 1,343,994	\$ 75,312	\$ 334,688	25.0%	\$ 1,009,306	\$ -	\$ 1,009,306	75.1%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	-	-	-	0.0	0	-	0	0
Other Financing Sources	100,000	-	-	0.0	100,000	-	100,000	100.0
Sub-total : 6100 Dovemet Fund	\$ 1,468,994	\$ 75,312	\$ 334,688	23.0%	\$ 1,134,306	\$ -	\$ 1,134,306	77.2%
Total : REVENUES	\$ 140,694,795	\$ 4,447,976	\$ 12,679,284	9.0%	\$ 128,015,511	\$ (2,982)	\$ 128,018,493	91.0%

City of Dover

Expenditures of Major Funds September 30, 2019 (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	\$ 555,051	\$ 18,729	\$ 62,918	11.0%	\$ 492,133	\$ 268,919	\$ 223,214	40.2%
Executive	1,206,257	98,812	311,671	26.0	894,586	601,946	292,640	24.3
Finance	1,935,480	137,421	519,007	27.0	1,416,473	1,016,943	399,529	20.6
Planning	793,802	54,526	208,211	26.0	585,591	409,237	176,354	22.2
Misc General Government	865,586	51,249	124,133	14.0	741,453	78,855	662,599	76.5
Police	9,532,994	671,779	2,348,857	25.0	7,184,137	4,745,418	2,438,718	25.6
Fire & Rescue	9,821,524	699,888	2,396,308	24.0	7,425,216	4,244,364	3,180,853	32.4
Community Service Public Works	8,001,097	394,780	1,179,481	15.0	6,821,616	2,862,422	3,959,194	49.5
Recreation	2,361,663	146,039	525,720	22.0	1,835,943	719,700	1,116,243	47.3
Public Library	1,565,776	113,093	413,578	26.0	1,152,198	790,656	361,542	23.1
Public Welfare	804,876	45,264	124,756	16.0	680,120	120,638	559,483	69.5
Debt Service	12,853,698	3,247	540,638	4.0	12,313,060	32,469	12,280,592	95.5
Other Financing Sources/Uses	3,927,672	131,645	394,935	10.0	3,532,737	-	3,532,737	89.9
School	58,177,215	3,822,140	6,584,261	11.0	51,592,954	48,127,219	3,465,734	6.0
Intergovernmental	9,297,806	-	-	0.0	9,297,806	-	9,297,806	100.0
Sub-total : 1000 General Fund	\$ 121,700,497	\$ 6,388,612	\$ 15,734,474	12.9%	\$ 105,966,023	\$ 64,018,785	\$ 41,947,238	34.5%
3213 Parking Activity Fund								
Police	\$ 1,019,725	\$ 48,672	\$ 145,553	14.0%	\$ 874,172	\$ 289,588	\$ 584,583	57.3%
Sub-total : 3213 Parking Activity Fund	\$ 1,019,725	\$ 48,672	\$ 145,553	14.3%	\$ 874,172	\$ 289,588	\$ 584,583	57.3%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,155,460	\$ 129,929	\$ 229,322	20.0%	\$ 926,138	\$ 787,137	\$ 139,001	12.0%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,155,460	\$ 129,929	\$ 229,322	19.8%	\$ 926,138	\$ 787,137	\$ 139,001	12.0%
3381 McConnell Center Fund								
Recreation	\$ 933,929	\$ 30,913	\$ 98,069	11.0%	\$ 835,860	\$ 200,185	\$ 635,676	68.1%
Sub-total : 3381 McConnell Center Fund	\$ 933,929	\$ 30,913	\$ 98,069	10.5%	\$ 835,860	\$ 200,185	\$ 635,676	68.1%
3410 Recreation Special Revenue Fund								
Recreation	\$ 479,480	\$ 16,970	\$ 150,012	31.0%	\$ 329,468	\$ 66,805	\$ 262,662	54.8%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 479,480	\$ 16,970	\$ 150,012	31.3%	\$ 329,468	\$ 66,805	\$ 262,662	54.8%
5300 Water Fund								
Community Service Public Works	\$ 5,901,912	\$ 354,847	\$ 1,143,311	19.0%	\$ 4,758,601	\$ 1,060,914	\$ 3,697,687	62.7%
Sub-total : 5300 Water Fund	\$ 5,901,912	\$ 354,847	\$ 1,143,311	19.4%	\$ 4,758,601	\$ 1,060,914	\$ 3,697,687	62.7%
5320 Sewer Fund								
Community Service Public Works	\$ 8,272,046	\$ 540,930	\$ 1,611,528	19.0%	\$ 6,660,519	\$ 1,953,520	\$ 4,706,999	56.9%
Sub-total : 5320 Sewer Fund	\$ 8,272,046	\$ 540,930	\$ 1,611,528	19.5%	\$ 6,660,519	\$ 1,953,520	\$ 4,706,999	56.9%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 1,516,176	\$ 69,403	\$ 258,043	17.0%	\$ 1,258,134	\$ 508,522	\$ 749,611	49.4%
Sub-total : 6100 Dovernet Fund	\$ 1,516,176	\$ 69,403	\$ 258,043	17.0%	\$ 1,258,134	\$ 508,522	\$ 749,611	49.4%
Total : EXPENDITURES	\$ 140,979,225	\$ 7,580,275	\$ 19,370,311	13.7%	\$ 121,608,914	\$ 68,885,456	\$ 52,723,458	37.4%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) September 30, 2019

	<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	1,217,196	97,306	218,397	17.9	998,799	0	998,799	82.1
Expenditures	1,007,445	63,422	201,513	20.0	805,932	383,132	422,800	42.0
Debt Service								
Principal	205,000	0	0	-	205,000	0	205,000	100.0
Interest	4,751	0	0	-	4,751	0	4,751	100.0
	<u>(0)</u>	<u>33,885</u>	<u>16,884</u>	<u>(2)</u>	<u>(16,884)</u>	<u>(383,132)</u>	<u>366,248</u>	<u>(160)</u>

Capital Improvement Project



Amanda Howard Park Improvements



Project Description: This neighborhood park, serving the residents of Elmwood Avenue, Fairview Avenue, Atlantic Avenue and Cross Street is will be updated to create a more user friendly experience while still honoring the memory of Amanda Howard.

Dept submits project for consideration to Asst City Manager

Asst City Manager compiles projects

City Manager, Finance Director & Asst City Manager Review

City Manager finalizes Proposed CIP

Proposed CIP presented to Planning Board - endorses to City Council

City Council adopts 2020 - 2025 CIP

Responsible Department: Recreation Department

Project Coordinators: Gary Bannon, Recreation Director

June – October 2018

The Recreation Director is preparing to hold a neighborhood meeting in the next couple of weeks with the residents in this area to start the project planning process. The Director is planning for notices to go out by early next week of the meeting which is planned to be on Thursday July 12th at 6:00 pm in the park. The Amanda Howard Park project has officially kicked off with the first neighborhood meeting held on July 12th at the park. Over 20 people were in attendance and a lot of good ideas and visions for the park were shared with City staff. The options of what can be done are going to be determined this fall so a plan and budget can be developed and implemented in the coming year. There was a neighborhood meeting that was held in early summer on site with many area residents attending to ask questions and share their thoughts of what the park could be. There needs to be a site assessment and discussion on the potential expansion of the park area to accommodate additional features. That assessment was underway this month with the evaluation of the trees in the park. Work is underway to follow up the neighborhood meeting that was held in early summer. The site was assessed and determination of what can be done with the current crop of trees is in the works. There is discussion on the potential expansion of the park area to accommodate additional features.

Nov - December 2018

The opportunity to enlarge the park area is a good likelihood with the purchase of an abutting parcel. The parcel is going to be assessed and an offer made to the property owner if the purchase is feasible. The additional property is will allow the park to accommodate more park features so it is worth exploring this option at this time.

January 2019

The assessment of the land was completed and an offer was made to the property owner this month. The property owner is reviewing the offer and hopefully will send us a positive response which then would be sent to the City Council for approval. The additional property is will allow the park to accommodate more park features so it is worth exploring this option at this time.

February 2019

Work is underway to follow up the neighborhood meeting that was held in early summer. The site was assessed and determination of what can be done with the current crop of trees is in the works. The opportunity to enlarge the park area with the purchase of an abutting parcel is being pursued with the landowner. The assessment of the land was completed and an offer was made to the property owner this month. The property owner is reviewing the offer and hopefully will send us a positive response which then would be sent to the City Council for approval. The additional property is will allow the park to accommodate more park features so it is worth exploring this option at this time.

March 2019

No update

April 2019

No update

CIP – Amanda Howard Park Improvements

May 2019	Work is underway to follow up the neighborhood meeting that was held in early summer. The site was assessed and determination of what can be done with the current crop of trees is in the works. The opportunity to enlarge the park area with the purchase of an abutting parcel was completed this month and redesign of the park is underway with that parcel included. The additional property will allow the park to accommodate more park features.
June 2019	Tree pruning and removal of some trees was undertaken this month.
July 2019	No update.
August 2019	No update.
September 2019	Tree pruning and removal of some trees was undertaken earlier this summer and has improved the site already. The layout of the new swings and play structure was discussed with neighbors this month to try to come to a final decision this fall.

Capital Improvement Project



Cochecho Riverfront Bank Stabilization & Site Prep

Project Description: Bank Stabilization: This project focuses on the improvements to the Cochecho Riverbank, to ensure that the soil erosion that currently occurs is curtailed, and stabilized, so that development of the adjacent waterfront property can be undertaken. Site Prep: This project will focus on the improvements to the City's waterfront parcel, to create a developable site for private investment. Work includes removing the aggregate from the "bluffs" as well as raising the elevation of the parcel to mitigate impacts of sea level rise.

Dept submits project for consideration to Asst City Manager

Asst City Manager compiles projects

City Manager, Finance Director & Asst City Manager Review

City Manager finalizes Proposed CIP

Proposed CIP presented to Planning Board - endorses to City Council

City Council adopts 2020 - 2025 CIP

Responsible Department: Planning Department

Project Coordinators: Christopher Parker, Assistant City Manager / Planning Director

January – June 2018

Staff attended a pre-permitting meeting on January 11th with various state and federal permitting agencies and the city's consultants to discuss numerous environmental issues. These included shoreland stabilization design options based on the historical uses of the property and erosion issues of the riverbank during flooding events. Both structural and living shoreline designs were discussed. Several larger trees along the riverbank will be preserved during construction to provide wildlife habitat. The consultants are working to complete 75% design plans that can be used to file the required permit applications. Riverbank stabilization is in design and permit review stage. No implementation until completed. Staff met on March 1st with staff from Community Services and Recreation to plan for the construction of the stone dust path to access the public Paddlesports dock. Staff and CWDAC Chair met on March 1st with the Foster's reporter to provide background on the waterfront development efforts over the years in preparation of a future article. Staff met on March 14th with other city staff to discuss cost estimates for public improvements on the waterfront. Staff organized and attended a meeting of the Developer Review sub-committee on March 15th to review the public improvements planned for the waterfront. The CWDAC meeting was held on March 20th. Staff assisted the CWDAC Chair in the preparation of a PowerPoint presentation for the City Council workshop on March 21st to provide an update on the waterfront development process. At the March 20, 2018 CWDAC meeting, City Planner Steve Bird provided an update on the bluff excavation project after receiving the most recent information from Severino Trucking Company. The removal of soil located over the bedrock from the bluff and the placement of the soil in Maglaras Park has been completed. The blasting process ended on March 15th as required by the wetlands permit received from the state. The blasting company estimates that the blasting is about 75% complete. They will start up the blasting again late this year to finish up. They have completed placement of rip rap on the blasted ledge surface to stabilize the area. Severino has set up the rock processing operation, which will continue for at least two months. On March 28, 2018, the City Purchasing Agent sent the Request for Proposals document to the three development companies that were previously selected after an extensive RFQ process. The three companies are Cathartes of Boston, Chinburg Properties of Newmarket and Summit Land Development of Dover. The RFP submission deadline is May 24, 2018. The full membership of CWDAC will conduct interviews of the three companies in June. It is anticipated that decisions on which developers to select will be made by the end of June. Staff met with Eversource to understand the process for providing electricity to the site, at the level development will need and incorporating that into the 75% complete plans, which the short listed developers will have access to as they complete responses to the request for proposals to develop the waterfront site. The RFP submission deadline is May 24, 2018. The full membership of CWDAC will conduct interviews of the three companies in June. It is anticipated that decisions on which developers to select will be made by the end of June.

CIP – Cochecho Riverfront Bank Stabilization & Site Prep

	On May 4th staff participated in a conference call with the manufacturer of the shoreline stabilization product to learn more about it. On May 15th staff assisted in arranging for a backhoe for use in assessing the bulkhead. Staff prepared for and held the CWDAC meeting on May 15th. Two developers submitted responses to the request for proposals to develop the waterfront site on May 24th. The full membership of CWDAC will conduct interviews of the companies in June. It is anticipated that decisions on which developers to select will be made by the end of June. Staff prepared for and attended a meeting of the RFP sub-committee on May 31st. Two developers that had submitted responses to the RFP were interviewed by CWDAC on June 6th. Staff prepared for and held the CWDAC meeting on June 19th. CWDAC voted to select Cathartes as the preferred developer. Staff met with Cathartes on June 28th to begin negotiations.
July - December 2018	A CWDAC meeting was held on August 21st to review a project update. A CWDAC meeting was held on September 18th to review a project update and review park plans. A meeting was held on October 25th to review the project with representatives of Eversource, Unitil and the developer, Cathartes.
January 2019	Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. A CWDAC meeting was held on January 29th to review and approve the Term Sheet. Staff attended a meeting on January 3rd to discuss natural gas with Unitil representatives. Staff prepared for and held meetings on January 15th and 22nd with the CWDAC sub-committee to review the term sheet.
February 2019	No regular CWDAC meeting was held in February. Staff attended a City Council workshop on the waterfront and the term sheet on February 27th. Staff attended the regular City Council meeting on February 27th at which the resolution of the term sheet was referred to a public hearing on March 13th.
March 2019	On March 7th, staff attended a pre-permitting meeting in Portsmouth with DES and ACE staff to discuss wetlands mitigation. A regular CWDAC meeting was held on March 19th, with the meeting focusing on the Remedial Action Plan. Staff attended the regular City Council meeting on March 13th at which the resolution of the term sheet was approved after a public hearing. Staff attended the March 12th Planning Board to present the lot line adjustment application for the waterfront parcel, which was approved, and the plan was recorded at the Strafford County Registry of Deeds on March 27th.
April 2019	Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. On April 12th, staff attended another pre-permitting meeting in Portsmouth with DES and ACE staff to discuss wetlands mitigation. No regular CWDAC meeting was held in April. Staff met with the City Attorney on April 2nd to review the Development Agreement and discussed the same with outside attorney on April 8th. Staff met with the CWDAC Chair and a new member to bring him up to date on the project.
May 2019	No regular CWDAC meeting was held in May. Staff coordinated a review of the Remedial Action Plan with the developer's consultant and the City's consultant.
June 2019	A regular CWDAC meeting was held on June 18th with Jeff Johnstone providing an update on due diligence.
July 2019	A meeting of the Site Review CWDAC sub-committee was held on July 16th that included the developer's consultants to discuss the phase 1 geotechnical studies and site plan. Staff coordinated negotiation sessions and telephone calls with the developer's team and the City's outside attorney on June 5th, 17th and July 30th. City Planner Bird attended the June 26th City Council meeting to speak to a contract change order for the City's waterfront engineering consultant, Horsley Witten. City Planner Bird had a conference call on July 31st with the City's consultants on the NHDES Wetlands Permit application and mitigation.
August 2019	Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. Staff coordinated negotiation sessions and telephone calls with the developer's team and the City's outside attorney on August 8th, 12th and 22nd. City Planner Bird had a conference call on August 13th with the City's consultants on the NHDES Wetlands Permit application and mitigation.
September 2019	Staff coordinated negotiation sessions and telephone calls with the developer's team and the City's outside attorney on September 4th, 9th, 10th, 11th, 17th, 18th, and 23rd. City Planner Bird organized and held a meeting on September 17th with the City's consultants and the developer's consultants to discuss the Remedial Action Plan. Planning and Community Development staff and the Finance Director had a meeting on September 5th with the Waterfront TIF Advisory Committee to review the financial reports. Staff attended a CWDAC meeting on September 24th at which the development agreement was approved.

Capital Improvement Project



Medical Equipment – Cardiac Monitor/Defibrillators



Project Description: the 15 year old model Cardiac Monitors/Defibrillators on the fire engines will be unsupported for parts late 2019. This purchase would replace the 5 year old cardiac monitor defibrillators on the ambulances and move those to the fire engines. Also 2 additional CPR Assist Devices will be added to the inventory.

Dept submits project for consideration to Asst City Manager

Asst City Manager compiles projects

City Manager, Finance Director & Asst City Manager Review

City Manager finalizes Proposed CIP

Proposed CIP presented to Planning Board - endorses to City Council

City Council adopts 2020 - 2025 CIP

Responsible Department: Fire & Rescue Department

Project Coordinators: Eric Hagman, Fire & Rescue Chief

January 2019

With monies appropriated within the CIP in December, this project is in progress with two manufactures products being compared being Physio-Control and Zoll. The first look is that it appears the Zoll product has a lower cost of ownership over its ownership life of ten years (and possibly more) due to lower maintenance contract fees, as well as a simpler to use/better designed control interface. These devices will transmit 12 lead EKG cardiac rhythms to area hospitals Emergency Departments and on-call Cardiologists from the emergency scene, pace a heart to the proper rhythm when needed, and defibrillate and re-start the heart when conditions allow during a cardiac arrest.

February 2019

During February, an introduction to the Zoll X-Series Cardiac monitor/defibrillator to the four shifts by the Zoll sales representative occurred, so the shifts could compare the product against the Physio Control LifePak 15 product, of which Fire & Rescue owns 3. At first look, the Zoll product seems easier to use while providing a clearer picture of what is going on with a patient's heart. Further evaluation comparing the two products is expected to continue into March.

March 2019

Evaluation was finished, and the Zoll X-Series Cardiac monitor/defibrillator picked to be purchased in an upcoming month, to replace at least the older and suddenly unsupported Physio-Control/Stryker Cardiac monitor/defibrillator. The Zoll product is easier to use while providing a clearer picture of what is going on with a patient's heart. Further evaluation on purchasing scenarios should be completed in April.

April 2019

Pricing options between Zoll and Fire & Rescue were discussed extensively. Ultimately, Zoll provided documentation and pricing showing the NPP/League of Oregon Cities (LOC) Bid # RFP520 and agreement #VH11129 would met City purchasing requirements. By participating with the National Purchasing Partners LLC (NPP) group purchasing consortium, the City of Dover and Fire & Rescue, saved an estimated twenty thousand dollars during this purchase via the local distributor located in Chelmsford, MA, than would have been available without participating in the NPP consortium. Fire & Rescue has placed the order at the direction of the City Purchasing Agent – for 3 new X-Series manual monitor/defibrillators, 4 refurbished/like new X-Series manual monitor/defibrillators, and 10 Zoll AED (automated external defibrillators).

May 2019

All equipment has been ordered with a projected delivery occurring in July.

June 2019

No update.

July 2019

The equipment has been received and training will be conducted in September.

August 2019

No update.

September 2019

The long awaited Storz video laryngoscopes were purchased and delivered in September. These high quality video devices have several features that allow not only a greater success rate at endotracheal

CIP – Medical Equipment-Cardiac Monitor Defibrillators

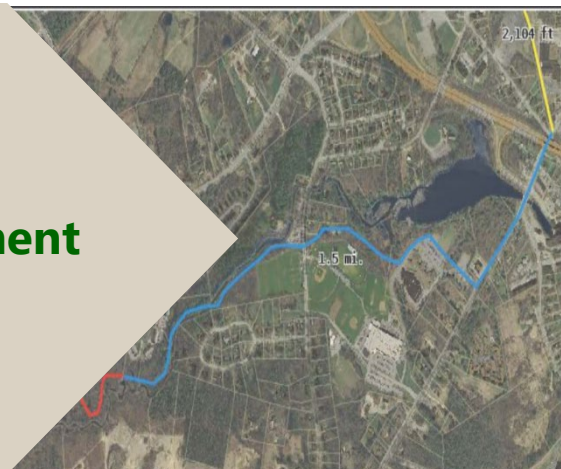
intubation, but also provide for recording and photo ability, which is an invaluable feature for process QA/QI and training opportunities. This model is also the same as what is used at our resource hospital, Wentworth Douglass Hospital, allowing for quicker replacement and return-to-service times after being used on a call. Given the busy training schedule already in place for the month of September, these devices will be introduced via training to all members of the Department in October.

The replacement inventory of DFR's aging Cardiac Monitors was received in September. Through a competitive pricing structure, the department switched to Zoll X Series brand cardiac monitors for its primary vehicles and was able to outfit its entire remaining vehicle fleet with automated external defibrillators (AED's). The X Series monitors are smaller and more lightweight than the current models being utilized, and they integrate with our recently purchased Zoll Autopulse automatic CPR devices. The integration allows for the monitors to record and analyze the delivery sequence of automated CPR, allowing a seamless delivery of defibrillation in coordination with the CPR process as managed by the Autopulses. The full line of 12-lead capable monitor/defibrillators will be carried on every front line ambulance and engine company, while more basic, less expensive automatic external defibrillators will be carried on all reserve pieces and Command staff vehicles.

Capital Improvement Project



Multi-Use Trail Development



Project Description: This work will bring the trail along Central Avenue/Durham Road to Daley Drive, constructing trail heads and trails running parallel to the Bellamy River over land of the Dover Middle and High Schools connecting to Bellamy Road. From here, users will be able to connect through Bellamy Park to trails parallel to the Bellamy River, along property fronting on NH Route 155.

Dept submits project for consideration to Asst City Manager

Asst City Manager compiles projects

City Manager, Finance Director & Asst City Manager Review

City Manager finalizes Proposed CIP

Proposed CIP presented to Planning Board - endorses to City Council

City Council adopts 2020 - 2025 CIP

Responsible Department: Planning Department

Project Coordinators: Christopher Parker, Assistant City Manager / Planning Director

January – June 2018

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 in review to be able to go out to bid for construction however easements need to be in place first so Assistant City Planner Benton and Assistant City Manager Parker are negotiating and drafting those easement documents with the assistance from the City's Legal Counsel. 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 is under negotiations with an engineering firm to complete Phase IV of the Community Trail through a second round of TAP funds. Assistant City Planner Benton and Assistant City Manager Parker met with the engineering firm on January 29th to discuss the cost proposal. 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.

Work on the third phase of the Community Trail continues as part of the Transportation Alternatives Program (TAP) project with help from CLD Consulting Engineers and the Community Trail Advisory Committee. The project is in review to be able to go out to bid for construction however easements need to be in place first. Planning Staff is working with the City Assessor to determine the value of the easements necessary to negotiate the easements. Legal Counsel has drafted those easement documents. The project is still on schedule to be fully completed by the end of 2018.

Work on the third phase of the Community Trail continues as Planning staff, the City's consultant and the City Assessor work to determine the value of the easements necessary to negotiate the easements. Legal Counsel has drafted those easement documents. The project is still on schedule to be fully completed by the end of 2018.

No action was completed on Phase IV of the Community Trail.

The project is still on schedule to be fully completed by the end of 2018.

Planning Staff continue to negotiate with an engineering firm in order to ask City Council for an award of bid for Phase IV of the Community Trail.

July - December 2018

Work on the third phase of the Community Trail continues as Planning staff, the City's consultant and the City Assessor work to determine the value of the easements necessary to negotiate the easements. Legal Counsel has drafted those easement documents.

CIP – Multi Use Trail Development

	Planning Staff continue to negotiate with an engineering firm in order to ask City Council for an award of bid for Phase IV of the Community Trail.
January 2019	Planning Staff continue to negotiate with an engineering firm in order to ask City Council for an award of bid for Phase IV of the Community Trail.
February 2019	Work on the third phase of the Community Trail continues as the bid was awarded for appraisal services. City Planner Benton walked the locations with the appraiser. The appraisals will help to determine the value of the easements necessary to negotiate the easements. Legal Counsel has drafted those easement documents. 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. Planning Staff continue to negotiate with an engineering firm in order to ask City Council for an award of bid for Phase IV of the Community Trail.
March 2019	Planning Staff continue to negotiate with an engineering firm in order to ask City Council for an award of bid for Phase IV of the Community Trail. Staff will be going to the Council with a resolution for additional funding in March and April.
April 2019	Planning Staff continue to negotiate with an engineering firm in order to ask City Council for an award of bid for Phase IV of the Community Trail. Staff will be going to the Council with a resolution for additional funding in May.
May 2019	Work on the third phase of the Community Trail continues as Planning and Community Development staff Planning Department worked with property owners to negotiate easement documents for easements needed for access and drainage in May.
June 2019	Planning Staff continue to negotiate with an engineering firm in order to ask City Council for an award of bid for Phase IV of the Community Trail. Staff went to Council with a resolution for additional funding in June and will go to request an award of bid in August.
July 2019	No update.
August 2019	No update.
September 2019	Phase IV: Planning Staff continue to negotiate with an engineering firm and the Council approved the award of bid. City Planner Benton forwarded the agreement and materials for NHDOT's review. The next step would be to begin the Engineering Study.

Capital Improvement Project



South End Fire Station Improvements



Photo by Bob Fitz Jr. www.firenews.org

Project Description: \$57,000 previous approved CIP for paving, an additional \$120,000 requested and approved to complete drainage scope now fully defined at South End Station.

Dept submits project for consideration to Asst City Manager

Asst City Manager compiles projects

City Manager, Finance Director & Asst City Manager Review

City Manager finalizes Proposed CIP.

Proposed CIP presented to Planning Board - endorses to City Council

City Council adopts 2020 - 2025 CIP

Responsible Department: Fire & Rescue Department

Project Coordinators: Eric Hagman, Fire & Rescue Chief

March – December 2018	Several years ago, funding just for a paving overlay was inserted into the CIP, as has been reported in occasional project updates. It was determined by the current fire administration team that a drainage issue exists as the station ramp slopes toward the Durham Road while the Durham Road slopes toward the station ramp. This causes water to penetrate where the two meet during winter months, into the clay base under the ramp. When the station was built 50 years ago, little thought was put into a proper base for the station ramp which explains the annual frost heave issue, and why previous paving overlays crack and break early in their life, due to the freezing cycles that occur. This scope of work developed by Gretchen will bring water drainage to a rain garden area out behind the station, with the clay removed and a proper base provided, before paving. The additional project cost is expected to be \$120,000 and is being requested for the upcoming CIP.
January 2019	With additional monies appropriated within the CIP in December, and January busy with other projects, the plan is to hopefully meet in February or early March with Community Services staff to craft the scope of work to bid out, the drainage system design that Community Services has crafted. The to be installed drainage system will mitigate the water that flows from the station toward the Durham Road, as well as the water flowing from the Durham Road toward the station ramp, which then seeps under the asphalt of the front ramp and into the 1967 era substandard clay under-bed which results in frost heaves and broken asphalt within a year or two of any new asphalt over-layment being applied.
February 2019	No update.
March 2019	No update.
April 2019	A meeting was held with representatives from Community Services, to discuss developing a scope of work document, for the drainage system install, road base repair, and paving overlay needed at the South End Fire Station. The general philosophy for the scope of work was determined which is that City Staff will oversee the project while a contractor will be hired to do the work within a short designated time frame, so that service delivery is hampered as minimally as possible.
May 2019	Community Services project planning occurred on this project with a meeting scheduled min-June, and hopefully work in July.
June 2019	Command Staff met with Community Services Superintendent Bill Boulanger and Assistant City Engineer Gretchen Young to do a walk-through of the South End Station site, for the upcoming ramp/parking lot excavation and repaving project. Identifying the scope of the project, the group also worked to ensure all associated needs would be addressed while the opportunity was there related to the excavation/repaving.

CIP – South End Station Improvements

July 2019

Also, planning work between Fire, Community Services, Facilities & Grounds, and commercial vendors continued in July for the upcoming ramp/parking lot excavation and repaving project. In addition to resolving a long existing condition of poor drainage (resulting in continuous pavement disruption, including severe heaving in the winter), the capacity for increased parking and outside trailer storage will be realized, in addition to bringing in a new, larger water service line that will continue to serve the building in a higher capacity for years to come. Planning is also being done provide a conduit from the street for the eventual continuation of fiber optic line into the station, and the completion of a full changeover from propane to natural gas throughout the building. An existing 1,000 gallon propane tank will be removed from the rear of the building.

This project is being overseen by the City's new Facilities Project Manager, Stephanie Cartabona, and is expected to start in the week following Labor Day.

August 2019

No update.

September 2019

The South End Boiler replacement project was completed in September, wrapping up this much needed and long awaited facilities upgrade to both the South End and Central stations. The aging, inefficient and unreliable boilers at both stations were replaced much smaller, highly efficient dual boiler systems that work in tandem to reduce the work load on each, while allowing heat and hot water to be maintained if one boiler needs to be taken offline for maintenance. During this process, and in coordination with the ongoing excavation and repaving of the South End station ramp, the South End station was converted entirely to natural gas from a previous combination of natural gas and propane.



Physical work began in September on the excavation/repaving of the ramp and parking area at the South End station. In addition to the basic improvement of improving the cracked and heaving ramp and parking area of the South End station, planning has been done for the future needs of station upgrades. A larger water line was brought in from Durham Rd, capable of supplying a future needed upgrade to the station's sprinkler system, while moving the interior station water supply away from its current location, which is too close the building's electrical panels. The dumpster will be moved to a safer location, minimizing trash removal vehicles from backing up in the parking area in the morning, and placing the dumpster on a concrete pad to eliminate potential rodent burrows underneath, while providing an easier place to load and unload for trash removal contractors. A concrete pad was also poured under the Conex storage trailer, formally located on a gravel area. The Community Services department donated a surplus fire hydrant, which was connected to the newly installed water line and placed at the edge of the parking lot, creating a training area in a safer location, and away from heavily travelled Durham Rd. Finally, increased parking and trailer storage was created behind the station, while removing the 1,000 gallon propane cylinder in coordination with the boiler replacement project.



Capital Improvement Project



Traffic Signal Coordination Central Avenue



Project Description: This project funds an annual replacement and upgrading of 33 traffic signal equipment on a rotating citywide basis. It will also add traffic calming and safety. This ongoing maintenance will reduce the need for the City to undertake citywide retiming and equipment projects. The focus in 2020 will be at Week's Crossing and Central Avenue south of Week's Crossing.

Dept submits project for consideration to Asst City Manager

Asst City Manager compiles projects

City Manager, Finance Director & Asst City Manager Review

City Manager finalizes Proposed CIP

Proposed CIP presented to Planning Board - endorses to City Council

City Council adopts 2020 - 2025 CIP

Responsible Department: Community Services Department

Project Coordinators: John Storer, Community Services Director

January 2019	Finally received acknowledgement of award from NH DOT to begin. Staff drafted RFQ to solicit and secure engineering assistance. RFQ is being sent to NH DOT for review & authorization.
February 2019	No update.
March 2019	No update.
April 2019	No update.
May 2019	The City Manager has signed the grant documents. Sebago Technics has provided a Scope of Work to the State of NH and Federal Highway for their approval.
June 2019	Still awaiting on final approval from NHDOT/FHWA.
July 2019	No update.
August 2019	No update.
September 2019	Planning and Community Development staff attended a meeting with Community Services to kick off the traffic signal coordination project. This project looks to migrate traffic signals on Central Avenue to a coordinated system to improve traffic flow and reduce greenhouse gas emissions.

5. Workforce Focused Outcomes

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

Employee Anniversaries – October 2019

Employee Name	Division	Years of Service
Boston, Kerry Anne	Police	26
Jacques, Christopher J	Fire	24
Bird, Steven L	Planning	22
Nelson, John R	Police	22
Hoffman, Joshua R	Fire	21
Murch, Michelle L	Police	20
Conway, Lynn M	Fire	15
Pappajohn, Stephen G	Police	13
Lavertu, Karen S	Recreation	12
Salantri, Lyndsay	Police	12
McLean, Matthew M	Fire	9
Reardon, Brent A	Community Services	9
Mask, Sean T	Police	8
Goard, Nathan J	Police	5
Usbelger, Nancy A	Planning	2
Carey, William T	Fire	1
Glidden, Quinten L	Community Services	1

SEPTEMBER SEPARATIONS: 06

2 Community Services Department
4 Recreation Department

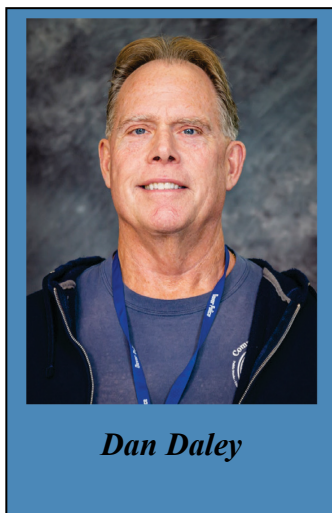
SEPTEMBER NEW HIRES: 02

1 Community Services Department
1 Recreation Department

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

On September 10th, as members of the Strafford County Regional Tactical Operations Unit (SCRTOU) Officer Brown and K9 Barco participated in one of the monthly trainings. The focus of the training was woodland operations and integration of the K9 into these movements.

In September, the Dover Police Department welcomed their new Building Maintenance Mechanic, Dan Daley. Dan is retired from National Guard, having served for more than 30 years in the military. He currently resides in Dover with his 2 daughters. Dan brings vast experience and knowledge on building mechanics and maintenance and is a great addition to the department.



On September 4-5, 2019, Victim Witness Advocate Patti Powers attended the 2019 Partnering for a Future without Violence

conference held in Manchester, NH. The conference is held yearly and is presented by the Attorney General's Task Force and the Governor's Commission on Domestic and Sexual Violence.

On September 5, 2019, Officers Jenna Donais and Derek O'Neil attended Stevens Advanced Driver Training. The class is to update officers on current techniques in driver training, along with police defensive and emergency driving techniques.

On September 18, 2019, Assistant Communications Supervisor Nicole Moore attended Effective Interventions with Individuals with Alzheimer's & Dementia held in Lee, NH. The goal of this training is to educate on the impact that Alzheimer's Disease and other dementias may have on individuals and communities, particularly the risk this poses for the potential of wandering or becoming lost.

On September 20, 2019, Detective Oake Carlson, Communication Supervisor Lindsay Salantri, and Dispatcher Laura Kintz attended a seminar entitled Turn PTSD (Post Traumatic Stress Disorder) into PTG (Post Traumatic Growth). This seminar discussed the signs and symptoms of PTSD from clinical research and from personal experience with this disorder.

On September 23-27, 2019, Detective Tim Burt, Officers Paul Levin, Greg Turner, Scott Petrin, Molly Martuscello, and Jenna Donais attended Shooting Incident Reconstruction. This course is designed to develop knowledge and provided hands on experience for shooting incident scene analysis. The Dover Police Department hosted this class and received three free slots (\$1,887 value) as a result.

On September 3, SIU Sergeant Mark Nadeau and Victim Witness Advocate Patti Powers

attended training on the new Victim Information Notification System.

On September 12th, Sergeant Tarmey Sergeant Tarmey attended a one day Woodland Search School held in Gilford NH.

All sworn officers completed annual defensive tactics, ASP baton and other use-of-force related training during the week of September 16.

Dave White, City Engineer, attended the 2019 Public Works Conference sponsored by the American Public Works Association. This conference was held in Seattle, WA.

Alan Mandigo, Heavy Equipment Operator, and Fulton Mountain, Heavy Equipment Operator, attended the Backhoe and Operators Safety course sponsored by the UNH Technology Transfer Center. This course was held in Dover, NH.

Jason Lavoie, Utilities Foreman, attended the Fall Technical Meeting sponsored by the New Hampshire Water Works Association. This meeting was held in Durham, NH.

William Boulanger, CS Deputy Director, attended the Odors and Corrosion Control at Wastewater Treatment Plants course sponsored by the North East Water and Wastewater Association. This course was held in Dover, NH.

Michael O'Brien, Heavy Equipment Mechanic II, attended the Identifying and Correcting Potential Bacterial Resistance to Disinfection course sponsored by the New England Water Works Association. This course was held in Manchester, NH.

Staff members attended the NH Young Adult Library Conference, and webinars on "Sexual Harassment of Library Staff", and "Eliminating Fines is a Win-Win for Your Library and Community."

On September 17 and 18, Chief Haas and Deputy Chief McShane participated in a multi-agency oil spill response exercise. Held at the NH Department of Environmental Services EOC on Pease Tradeport, this exercise combined local fire service agencies with the NHDES and US Coast Guard to handle a simulated oil release into the Piscataqua River from an industrial facility along the river in Newington. Held in real-time, the drill exercised the planning and operational capabilities of all the agencies through the implementation of a Unified Incident Command System as the emergency was realized, assessed and mitigated throughout the course of the 2 day training scenario.



Another training scenario held in the month of September was hosted by Portsmouth Police, Portsmouth Fire and various local and federal agencies. This Active Shooter scenario simulated a disgruntled worker striking out at his former employer(s) at the Federal Visa Center on the Tradeport. Also held in a real-time, real-world scenario, an ambulance crew from Dover Fire joined with 5 other mutual aid ambulance crews and the first responding shift of Portsmouth Fire to team up with Portsmouth and State Police, and Federal Visa security officers to neutralize the shooter and provide

lifesaving first aid to approximately 20 victims inside the building. The unified incident command team was made up of chief officers from Portsmouth Police Departments, and Portsmouth, Hampton and Dover Fire

Departments. Dover Fire Lt Shawn Croteau, a member of the Strafford County Regional Tactical Operations Team, served as a scenario evaluator.



Training Exercises continued at the acquired training building at 10 Fourth Street. (Doug's Hoagies)

The use of this building, which has been slated for demolition, provides a level of "real life" training that cannot be replicated in a classroom setting. Although we do not physically burn these buildings, we are able to train on topics that include search and rescue, forcible entry, ventilation, ground ladders, lost or trapped firefighters, apparatus placement and hose line advancement. Training buildings are key to providing the means for testing and practicing new ways to mitigate emergencies in the ever-evolving fire service.



Division Chief of Training and Safety Craig Chabot attended the New Hampshire Fire Academy Fire Investigation Program. This course is 100+ hours that is based on NFPA 1033: Standard for Professional Qualifications for Fire Investigator, and leads to a State of New Hampshire and Pro Board certification. This course targets Fire Investigators with a desire to learn more about determining the origin and the cause of the fire. Students attending this course encounter intense training and practical skills application.

FF/Acting Lt Matt Michaud attended a "3 Day Weekend" at the National Fire Academy in Emmitsburg, MD. Administration has been encouraging more members to take advantage of the tuition and housing free learning opportunities at the campus of the National Fire Academy (1 and 2 week courses also offer free travel), and this year at least 3 first-time members have attended. Matt's class focused on general leadership, which is a valuable basic course for a new officer to take.

Dover hosted another Educational Seminar, sponsored by the Seacoast Chief Officers Mutual Aid Organization. This seminar, presented by Dr David Griffin, was titled "Turning PTSD into PTG" (Post Traumatic Growth) and focused on the evolving awareness of the importance of focusing on the mental health of first responders and realizing the compounding health effects of dealing with the stressors we face every day. Dr Griffin was the first arriving engine operator at the Charlestown Sofa Super Store fire that killed 9 members of the Charlestown Fire Department in 2007. The program was attended by well over 100 first responders, who travelled to Dover from departments ranging from RI to Vermont to hear the seminar.



Finally, Dover Fire was pleased to recognize the accomplishments of several of its members at a promotion and recognition ceremony in the City Hall Auditorium on September 23rd. Recognized for promotions were Lieutenant Michael Ferullo, Captain Keith Irwin, Div Chief of Safety and Training Craig Chabot, Div Chief of EMS Dale

Spainhower, Deputy Chief Michael McShane and Chief Paul Haas. Recently hired firefighter Bradley Ryder was sworn in, while Matt Mclean and Rob Downs were recognized for classification as Engineer, and Cody Nason for his recent certification as a Paramedic. Family members joined in the ceremony as fire department friends and co-workers looked on from the audience.

Congratulations to all!



Colleen Bessette, Executive Assistant and Jean Tsouramanis, HR Assistant, attended a Payroll Law Class in Portsmouth, NH.

6. Sustainability-Focused Outcomes

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

City Planner Bird met with the Forest Management Sub-committee of the Conservation Commission on September 3rd to discuss the draft Request for Proposals for forest management plans for City owned parcels and urban street trees. Met with the Purchasing Agent to review the RFP on September 26th.

City Planner Benton met with staff from Northeast Color at the Community Trail to create a scope of their volunteer day October 4th. The City Council approved the donation at their September 11th meeting.

City Planner Bird attended a meeting on September 23rd with Community Services staff, Strafford Regional Planning Commission staff and Coastal Program staff to discuss the scope of services for the successful NH Coastal Resilience Municipal Planning Grant application.

City Planner Bird attended a Coastal Program workshop in Newmarket on September 11th to discuss the updated sea level rise report.

The Library Director and the City Electrician met with an Eversource representative about the Lighting Retrofit project to replace all fluorescent and incandescent bulbs with LEDs. The new lights will measure 4,000 on the Kelvin scale. This retrofit will happen in October.

 CITY OF DOVER	CITY COUNCIL - MINUTES Meeting Type: Regular Meeting Meeting Location: City Hall, Council Chambers Meeting Date: Wednesday, October 9, 2019 Meeting Time: 7:00pm
---	--

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Keane led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Keane, Councilor Muffett-Lipinski, Councilor Shanahan, and Councilor Williams.

Absent: Councilor Gasses and Councilor Thibodeaux.

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

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Deputy Mayor Carrier moved to add the following two resolutions: Restoration of Merged Lots (5 South Watson Lane) as Item 13.B.1., and Setting Voting Hours for the November 5, 2019 Municipal Election as Item 13.A.3.

Deputy Mayor Carrier moved to approve the Agenda as amended, seconded by Councilor Williams.

Vote: 7/0.

7. PUBLIC HEARINGS

A. KENO BALLOT QUESTION - "SHALL WE ALLOW THE OPERATION OF KENO GAMES WITHIN THE CITY OF DOVER?"

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

B. SPORTS BOOK RETAIL BALLOT QUESTION – "SHALL WE ALLOW THE OPERATION OF SPORTS BOOK RETAIL LOCATIONS WITHIN THE CITY OF DOVER?"

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

 CITY OF DOVER	CITY COUNCIL - MINUTES Meeting Type: Regular Meeting Meeting Location: City Hall, Council Chambers Meeting Date: Wednesday, October 9, 2019 Meeting Time: 7:00pm
---	--

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.

Joshua Manley, 27 Mill Street: He introduced himself to the Council as the Ward 4 City Council Candidate.

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

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing. He spoke about Northeast Color's volunteer work on cleaning up the urban section of Dover's Community Trail. He recognized the Finance Department for receiving the Government Financial Officers Association's award for the City's Comprehensive Annual Financial Report (CAFR) for the 15th consecutive year.

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

Vote: 7/0.

10. APPROVAL OF MINUTES

A. September 25, 2019 – Regular Meeting

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor Ciotti. Councilor Ciotti corrected the date of the Garrison Elementary School ribbon cutting as Thursday, September 26, 2019.

Vote: 7/0.

11. MAYOR'S REPORT

Mayor Weston started with the reappointment of Scott Johnson to the Dover Business and Industrial Development Authority (DBIDA).

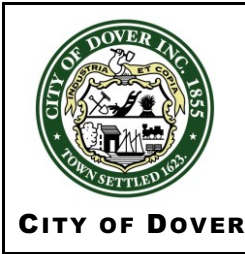
Mayor Weston listed the events she had attended since the last Council meeting.

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

Vote: 7/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING



CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 9, 2019**
Meeting Time: **7:00pm**

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

- 1. REPROGRAM UNEXPENDED BOND PROCEEDS FROM VARIOUS COMMUNITY SERVICES – PUBLIC WORKS PROJECTS TO BROADWAY DRAINAGE SYSTEMS IMPROVEMENT PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Muffett-Lipinski.
Roll Call Vote: 7/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE – Dover High Football Boosters**
- 2. PUMP STATION CLEANING SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. SETTING VOTING HOURS FOR THE NOVEMBER 5, 2019 MUNICIPAL ELECTION**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|---|--|
| 1. School Board | 16. Pool Advisory Committee |
| 2. Planning Board | 17. Recreation Advisory Board |
| 3. 400th Anniversary Committee | 18. Solid Waste Advisory Commission |
| 4. Appointments Committee | 19. Transportation Advisory Commission |
| 5. Arena Commission | 20. Waterfront TIF Advisory Board |
| 6. Arts Commission | 21. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 7. Conservation Commission | 22. Joint Building Committee Garrison Elementary School |
| 8. Downtown TIF Advisory Board | 23. COAST |
| 9. Energy Commission | 24. Cochecho Waterfront Development Advisory Committee |
| 10. Heritage Commission | 25. Dover Main Street |
| 11. Legislative Liaison | 26. Strafford Regional Planning Commission |
| 12. Library Board of Trustees | 27. Tri-City Homelessness Task Force |
| 13. McConnell Center Advisory Committee | |
| 14. Ordinance Committee | |
| 15. Parking Commission | |

Deputy Mayor Carrier moved for the adoption of the Consent Calendar, seconded by Councilor Williams.

Mayor Weston asked the Council if they had items they would like pulled for further discussion. Councilor Shanahan pulled Item 13.A.2.

 CITY OF DOVER	CITY COUNCIL - MINUTES Meeting Type: Regular Meeting Meeting Location: City Hall, Council Chambers Meeting Date: Wednesday, October 9, 2019 Meeting Time: 7:00pm
---	--

Mayor Weston asked for a vote on the remaining items on the Consent Calendar.
Vote: 7/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.2.; seconded by Councilor Shanahan.
Community Services Director Storer gave an overview of the Resolution to the Council.
Roll Call Vote: 7/0.

Mayor Weston gave an overview the Transportation Advisory Commission Report to the Council.
Deputy Mayor Carrier moved to accept the Transportation Advisory Commission Report; seconded by Councilor Keane.
Vote: 7/0.

Deputy Mayor Carrier gave an overview the Joint Building Committee – Dover High School and Regional CTC Report to the Council.
Deputy Mayor Carrier moved to accept the Joint Building Committee – Dover High School and Regional CTC Report; seconded by Councilor Ciotti.
Vote: 7/0.

Councilor Ciotti gave an overview the Joint Building Committee – Garrison Elementary School Report to the Council.
Deputy Mayor Carrier moved to accept the Joint Building Committee – Garrison Elementary School Report; seconded by Councilor Keane.
Vote: 7/0.

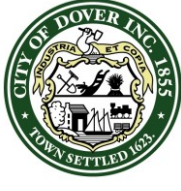
Councilor Shanahan gave an overview the COAST Report to the Council.
Deputy Mayor Carrier moved to accept COAST Report; seconded by Councilor Ciotti.
Vote: 7/0.

Deputy Mayor Carrier gave an overview the Dover Main Street Report to the Council.
Deputy Mayor Carrier moved to accept the Dover Main Street Report; seconded by Councilor Keane.
Vote: 7/0.

Councilor Williams gave an overview the Strafford County Regional Planning Commission Report to the Council.
Deputy Mayor Carrier moved to accept the Strafford County Regional Planning Commission Report; seconded by Councilor Shanahan.
Vote: 7/0.

Deputy Mayor Carrier gave an overview of the Appointments Committee Report and made the following recommendations for appointments:

Lisa McGunnigle - alternate member on the Planning Board

 CITY OF DOVER	<table> <tr> <th colspan="2">CITY COUNCIL - MINUTES</th></tr> <tr> <td>Meeting Type:</td><td>Regular Meeting</td></tr> <tr> <td>Meeting Location:</td><td>City Hall, Council Chambers</td></tr> <tr> <td>Meeting Date:</td><td>Wednesday, October 9, 2019</td></tr> <tr> <td>Meeting Time:</td><td>7:00pm</td></tr> </table>	CITY COUNCIL - MINUTES		Meeting Type:	Regular Meeting	Meeting Location:	City Hall, Council Chambers	Meeting Date:	Wednesday, October 9, 2019	Meeting Time:	7:00pm
CITY COUNCIL - MINUTES											
Meeting Type:	Regular Meeting										
Meeting Location:	City Hall, Council Chambers										
Meeting Date:	Wednesday, October 9, 2019										
Meeting Time:	7:00pm										

Cliff Blake - change in status from alternate to regular member on the Arts Commission
Matthew Sullivan – change in status from alternate to regular member on the Planning Board
Rick Schnable – change in status from alternate to regular member on the Recreation Advisory Board
Deputy Mayor Carrier moved to accept the Appointments Committee Report; seconded by Councilor Ciotti.
Vote: 7/0.

B. RESOLUTIONS

1. RESTORATION OF MERGED LOTS (5 SOUTH WATSON LANE) SPONSORED BY MAYOR WESTON BY REQUEST

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

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Williams recognized the Garrison Elementary School 4th Graders for their video regarding one use plastic.

Councilor Ciotti thanked Northeast Color for their work on cleaning up the urban portion of Dover's Community Trail.

Deputy Mayor Carrier spoke about the moving speech from Scarlett Lewis on the loss of her son, Jesse, at the Sandy Hook Elementary School shooting.

16. ADJOURN

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



CITY OF DOVER

JOINT MEETING OF THE CITY COUNCIL AND PLANNING BOARD MINUTES

Meeting Type: Workshop Session
Meeting Location: City Hall, 2nd Floor Conference Room
Meeting Date: **Wednesday, October 16, 2019**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Gasses led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

City Council Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Gasses, Councilor Muffett-Lipinski, Councilor Thibodeaux, and Councilor Williams.

Planning Board Present: G.Cruikshank, J. Kaspari, F.Torr, and D.White.

Excused Absences: Councilor Keane, and Councilor Shanahan. Planning Board Members E. Allgood, E. Brooks, H.Harmon, D.Landry M. Sullivan, and T. Clark,

Also Present: Assistant City Manager Parker, City Attorney Wyatt, and City Clerk Mistretta

5. CITIZEN'S FORUM

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

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

6. DISCUSSIONS

A. FISCAL YEARS 2021-2026 CAPITAL IMPROVEMENTS PROGRAM (CIP) PRESENTATION

Assistant City Manager Parker showed a video and gave an overview of the CIP to the Council and Planning Board.

7. ADJOURNMENT

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

Vote: Unanimous.



**PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**

Check(✓) the type of application:

RAFFLE*_____, TAG*_____, BLOCK PARTY**✓_____

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

Organization Name: _____

Federal Tax ID number for Organization: _____

Check (✓) Nature of Organization:

Religious_____, Educational_____, Charitable_____, Civic_____, Sports_____, Veterans_____, Fraternal or Political_____, Other✓_____
(Describe) _____

Contact Person: SHIRA SIEGEL Day Time Telephone: 201 693 6223

Address: 154 HENRY LAW AVE Email shirasiegel@gmail.com

Purpose of Permit: NEIGHBORHOOD GET TOGETHER

Date of Event: NOV. 2, 2019 Specific Time: 3PM - 8 PM

Location of Event: NANTUCKET CT., DOVER, NH

*******RAFFLE / TAG PERMITS*******

Prize (s) To Be Awarded: _____

Cost of Ticket: _____ Date of Drawing: _____

Place of Drawing: _____

*** NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS:** Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at

<http://www.doj.nh.gov/charitable-trusts/faq.htm>

*******BLOCK PARTY PERMITS*******

****NOTICE TO BLOCK PARTY APPLICANTS:** STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): NANTUCKET COURT

Police Department Block Party Approval Signature: _____

Printed Name: Sgt. Marn Speidel, Traffic Bureau

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: Shira Siegel DATE: 10/7/2019
(duly authorized)

PRINTED NAME: SHIRA SIEGEL

Licensing Board Approval [Signature] Date: 10/15/19



COI waiver requested.
MES

PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check(✓) the type of application:

PARADE**____, ROAD TOLL***✓____

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

Organization Name: American Cancer Society
Federal Tax ID number for Organization: 13-1788491

Check(✓) Nature of Organization:

Religious____, Educational____, Charitable ☒, Civic____, Sports____, Veterans____, Fraternal or Political____, Other____

Name/Description of Event (if applicable): Relay for Life of UNH

Contact Person: Deryn Smith Day Time Telephone: 603-479-1922

Address: 3 Speen St Suite 250 Framingham, MA 01901 Email: deryn.smith@cancer.org

Date of Event: 11/3/19 Specific Time: 9-1

Location of Event (if parade, attach course description or map): Intersection of 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: Intersection of Central Ave & Oak Street

Police Department Road Toll Approval Signature: _____

Printed Name: Sgt. Marn Speidel, Traffic Bureau

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: Deryn Smith DATE: 10/11/19
(duy authorized)

PRINTED NAME: Deryn Smith

Licensing Board Approval [Signature] Date: 10/15/19



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2019.10.22 – 166**
Resolution Re: **B20019 Winter Sand**

WHEREAS: The sealed Request for Bid B20019 was received for Winter Sand on October 8, 2019 at 2:30 p.m. The City requested pricing for qualified vendors to provide Winter Sand; and

WHEREAS: The City received pricing from one vendor of which product and pricing was evaluated. It is the recommendation to accept the proposal submitted by Brox Industries for winter sand to be delivered at the reduced rate from last year of \$16.70 or the City can pick up for \$12.37 per cubic yard.

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 Brox Industries for Winter Sand given the rates provided in conjunction with B20019. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43125.4612.00000.00	CS Snow Removal Operating Supplies	256,920.00	31,245.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2019.10.22 – 166**
Resolution Re: **B20019 Winter Sand**

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2019.10.22 – 166**
Resolution Re: **B20019 Winter Sand**

RESOLUTION BACKGROUND MATERIAL:

During a tough winter season the City might use as much as 2,000 cubic yards of sand to increase traction on icy roads and sidewalks. The Highway Supervisor has inspected the proposed sand and is satisfied it will meet the City's requirements.

Winter Sand as specified shall be clean, dry sand of hard, durable, sharp-grained particles free from vegetable or organic matter, lumps, or balls of clay or other deleterious substances.

Prior year rates were \$16.95 per CY delivered and \$12.55 per CY picked up.

The gradation shall meet the grading requirements as follows:

- 3/8 inch 100%
- #4 80-100%
- #50 0-35%
- #200 0-3%

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:	1
Warranty:	None	Terms:	Net 30, FOB Dover
Work Bonded:	NA	Contract:	Yes
Prices will hold for:	One year	Estimated Delivery:	As needed
Recommended Award to:	Brox Industries	Fund:	Snow Removal
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[Bid Documents and Vendor Lists](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2019.10.23 – 167**
Resolution Re: **Approval of Department of Health and Human
Services Lease Agreement**

WHEREAS: The State of New Hampshire Department of Health and Human Services (“DHHS”) is an existing tenant at the McConnell Center located at 61 Locust Street, Dover, NH in Suites 128 and 129; and

WHEREAS: The current written lease agreement between the parties dated October 14, 2014 expired on September 30, 2019; and

WHEREAS: DHHS has proposed to continue to occupy and use its space in the McConnell Center by way of an amendment to the lease agreement (hereinafter called the “Amendment”) providing for updated rent (2% annual increases with no subsidies), insurance, and a new term of up to 24 months during which the parties would explore and possibly enter into a more comprehensive renewal lease.

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

The City Manager is authorized to negotiate, finalize, and execute the 24-month lease Amendment with DHHS for rental of Suites 128 and 129.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Joshua M. Wyatt City Attorney		
Recorded by:	Susan Mistretta City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.4.	
Resolution Number: R – 2019.10.23 – 167 Resolution Re: Approval of Department of Health and Human Services Lease Agreement		

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See original lease agreement for reference. The original, five-year lease provided for DHHS to use and occupy approximately 1,676 square feet of space in the McConnell Center. DHHS had planned to move itself out of that office space and into a new, proposed district office, which hasn't yet materialized. As a result, DHHS seeks to maintain its current space in the McConnell Center for an extended period by way of the proposed lease amendment. A copy of the proposed amendment is included for reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this 14th day of October 2014, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: City of Dover

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 288 Central Avenue

Street Address (principal place of business)

Dover

New Hampshire

03820

(603) 516-6410

City

State

Zip

Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE,
acting by and through its Director or Commissioner of:

Department Name: Health and Human Services

Address: 129 Pleasant Street

Street Address (official location of Tenant's business office)

Concord,

New Hampshire

03301

(603) 271-9502

City

State

Zip

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 61 Locust Street, First Floor, Suites 128 and 129

(street address, building name, floor on which the space is located, and unit/suite # of space)

Dover,

New Hampshire 03820

City

State

Zip

The demise of the premises consists of: approximately 1,676 square feet

(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1st day of October, in the year 2014, and ending on the
30th day of September, in the year 2019, unless sooner terminated
in accordance with the Provisions hereof.

Landlord Initials: [Signature]

Date: 10/14/14

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 5 year(s) commencing on the 1st day of October, in the year 2014, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (number of options) No Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

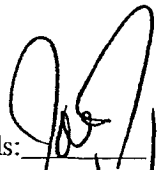
4.

Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) October 1, 2014

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: 

Date: 10/1/14

5. **Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities:** *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

- ☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions:

OR:

- ☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant solely responsible for telephone, data and security surveillance services with direct payment to provider thereof.

6.1 **General Provisions:** The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 **Sewer and Water Services:** The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials:

Date:

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

office space for its employees engaged in the delivery of health and human services

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

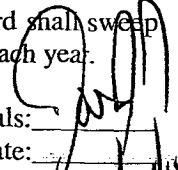
8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: 

Date: 12/1/14

8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

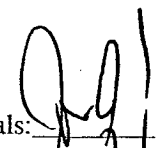
8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency including objective analysis of the indoor air quality.

B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: 

Date: 10/10/14

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

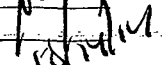
☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

☐ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: 

Date: 

9. **Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

- 9.1 **Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

- 9.2 **Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

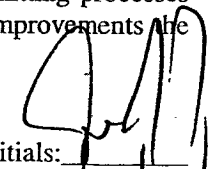
- 9.3 **State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

- 9.4 **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

- 9.5 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. **New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: 

Date: 1/24/17

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

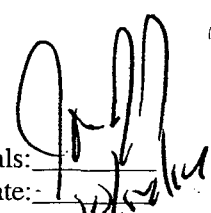
10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

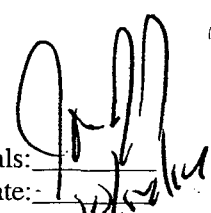
10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number of years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

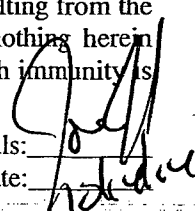
11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

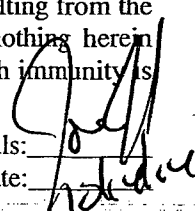
12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: 

Date: 

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: 

Date: 

17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

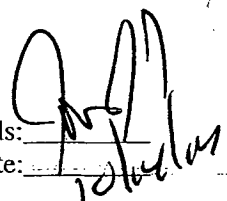
18. Event of Default; Termination by the Landlord and the Tenant:

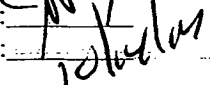
18.1 Event of Default; Landlord's Termination: In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

Landlord Initials: 

Date: 

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

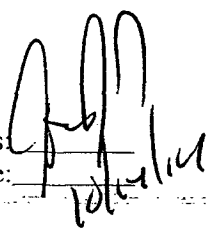
20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

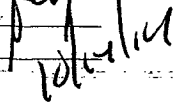
20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763"), these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: 

Date: 

21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use:

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Gary Bannon

Title: Director

Address: 861 Locust Street, Suite 124, Dover NH 03820 Phone (603) 516-6410

Email Address: g.bannon@dover.nh.gov

23.2 Tenant's Contact Person: Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: Leon Smith

Title: Administrator

Address: 129 Pleasant Street, Concord, NH 03301 Phone: (603) 271-9502

Email Address: ljsmith@dhhs.state.nh.us

24. Landlord's Relation to the State of New Hampshire: In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:

25.1 Compliance with Laws, etc: In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

25.2 Discrimination: During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

25.3 Funding Source: If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

Landlord Initials: [Signature]

Date: 10/1/14

regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

28.1 Extent of Instrument, Choice of Laws, Amendment, etc.: This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

28.2 No Waiver or Breach: No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

28.3 Unenforceable Terms: If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

28.4 Meaning of "Landlord" and "Tenant": Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

28.5 Headings: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

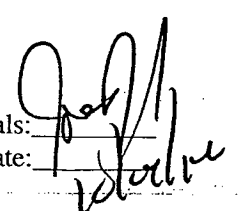
28.6 Entire Agreement: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

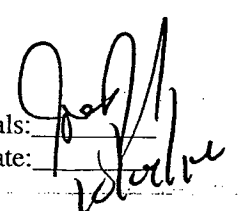
28.7 No Waiver of Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

28.8 Third Parties: The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

28.10 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: 

Date: 

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of Health and Human Services

Authorized by: (full name and title) _____

Sheri L. Roeburn
Sheri L. Roeburn, Chief Financial Officer

LANDLORD: (full name of corporation, LLC or individual) City of Dover

Authorized by: (full name and title) _____

J. Michael Joyal, Jr.
Signature

Print: J. Michael Joyal, Jr., City Manager
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Stratford

UPON THIS DATE (insert full date) October 14, 2014, appeared before

me (print full name of notary) Colleen E. A. Besette the undersigned officer personally
appeared (insert Landlord's signature) _____

who acknowledged him/herself to be (print officer's title, and the name of the corporation) City Manager,
City of Dover, New Hampshire and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)
Colleen E. A. Besette
COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires September 18, 2018

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: 12/10/14

Approving Attorney: Megan A. Yapple

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: JD

Date: 12/10/14

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule: Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.

The Premises are comprised of approximately 1,676 square feet of space (as set forth in "Section 2" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

After the Effective Date of the Agreement forth in Section 3.1 herein the Landlord shall have until the date set forth for commencement of the "Occupancy Term" in Section 3.2 herein to complete construction of the Premises. Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the "Rental Schedule" herein.

FIVE (5) YEAR RENTAL SCHEDULE

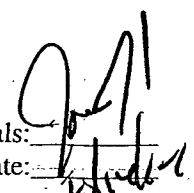
<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	10/1/2014 – 9/30/2015	\$13.40	\$1,871.53	\$22,458.40	
Year 2	10/1/2015 – 9/30/2016	\$13.67	\$1,909.24	\$22,910.92	2%
Year 3	10/1/2016 – 9/30/2017	\$13.94	\$1,946.95	\$23,363.44	2%
Year 4	10/1/2017 – 9/30/2018	\$14.22	\$1,986.06	\$23,832.72	2%
Year 5	10/1/2018 – 9/30/2019	\$14.50	\$2,025.17	\$24,302.00	2%
Total five-year term				\$116,867.48	

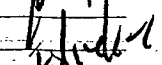
Landlord Initials: _____

Date: _____

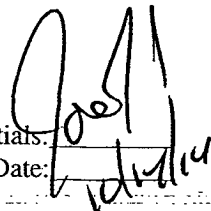
**ATTACHMENT TO EXHIBIT A
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

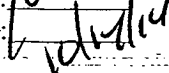
<i>State Fiscal</i> <i>Year</i>	<i>Month</i>	<i>Square Foot</i> <i>Rate</i>	<i>Monthly</i> <i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	10/1/2014	\$ 13.40	\$ 1,871.53		
	11/1/2014	\$ 13.40	\$ 1,871.53		
	12/1/2014	\$ 13.40	\$ 1,871.53		
	1/1/2015	\$ 13.40	\$ 1,871.53		
	2/1/2015	\$ 13.40	\$ 1,871.53		
	3/1/2015	\$ 13.40	\$ 1,871.53		
	4/1/2015	\$ 13.40	\$ 1,871.53		
	5/1/2015	\$ 13.40	\$ 1,871.53		
2016	6/1/2015	\$ 13.40	\$ 1,871.53		\$ 16,843.80
	7/1/2015	\$ 13.40	\$ 1,871.53		
	8/1/2015	\$ 13.40	\$ 1,871.53		
	9/1/2015	\$ 13.40	\$ 1,871.53	\$ 22,458.40	
	10/1/2015	\$ 13.67	\$ 1,909.24		
	11/1/2015	\$ 13.67	\$ 1,909.24		
	12/1/2015	\$ 13.67	\$ 1,909.24		
	1/1/2016	\$ 13.67	\$ 1,909.24		
2017	2/1/2016	\$ 13.67	\$ 1,909.24		
	3/1/2016	\$ 13.67	\$ 1,909.24		
	4/1/2016	\$ 13.67	\$ 1,909.24		
	5/1/2016	\$ 13.67	\$ 1,909.24		
	6/1/2016	\$ 13.67	\$ 1,909.24		\$ 22,797.79
	7/1/2016	\$ 13.67	\$ 1,909.24		
	8/1/2016	\$ 13.67	\$ 1,909.24		
	9/1/2016	\$ 13.67	\$ 1,909.24	\$ 22,910.92	
2018	10/1/2016	\$ 13.94	\$ 1,946.95		
	11/1/2016	\$ 13.94	\$ 1,946.95		
	12/1/2016	\$ 13.94	\$ 1,946.95		
	1/1/2017	\$ 13.94	\$ 1,946.95		
	2/1/2017	\$ 13.94	\$ 1,946.95		
	3/1/2017	\$ 13.94	\$ 1,946.95		
	4/1/2017	\$ 13.94	\$ 1,946.95		
	5/1/2017	\$ 13.94	\$ 1,946.95		
2019	6/1/2017	\$ 13.94	\$ 1,946.95		\$ 23,250.31
	7/1/2017	\$ 13.94	\$ 1,946.95		
	8/1/2017	\$ 13.94	\$ 1,946.95		
	9/1/2017	\$ 13.94	\$ 1,946.95	\$ 23,363.44	
	10/1/2017	\$ 14.22	\$ 1,986.06		
	11/1/2017	\$ 14.22	\$ 1,986.06		
	12/1/2017	\$ 14.22	\$ 1,986.06		
	1/1/2018	\$ 14.22	\$ 1,986.06		
2019	2/1/2018	\$ 14.22	\$ 1,986.06		
	3/1/2018	\$ 14.22	\$ 1,986.06		
	4/1/2018	\$ 14.22	\$ 1,986.06		
	5/1/2018	\$ 14.22	\$ 1,986.06		
	6/1/2018	\$ 14.22	\$ 1,986.06		\$ 23,715.40
	7/1/2018	\$ 14.22	\$ 1,986.06		
	8/1/2018	\$ 14.22	\$ 1,986.06		
	9/1/2018	\$ 14.22	\$ 1,986.06	\$ 23,832.72	
	10/1/2018	\$ 14.50	\$ 2,025.17		

Landlord Initials: 

Date: 

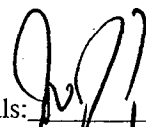
	11/1/2018	\$	14.50	\$	2,025.17		
	12/1/2018	\$	14.50	\$	2,025.17		
	1/1/2019	\$	14.50	\$	2,025.17		
	2/1/2019	\$	14.50	\$	2,025.17		
	3/1/2019	\$	14.50	\$	2,025.17		
	4/1/2019	\$	14.50	\$	2,025.17		
	5/1/2019	\$	14.50	\$	2,025.17		
	6/1/2019	\$	14.50	\$	2,025.17		\$ 24,184.68
2020	7/1/2019	\$	14.50	\$	2,025.17		
	8/1/2019	\$	14.50	\$	2,025.17		
	9/1/2019	\$	14.50	\$	2,025.17	\$ 24,302.00	\$ 6,075.50
Total Rent						\$ 116,867.48	\$ 116,867.48

Landlord Initials: 

Date: 

Part II: **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

Landlord Initials: 

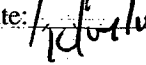
Date: 

EXHIBIT B

JANITORIAL SERVICES: specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.

Janitorial services to be provided by Landlord as described in the "Statement of Work for Janitorial Services" and "Frequencies of Janitorial Services" descriptions provided within this Section. All janitorial services shall be provided by the Landlord as described at no additional cost to the Tenant, the cost shall be included in the "rent" set forth in "Exhibit A" herein.

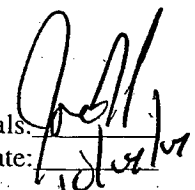
D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.

E. Floor Waxing - Cleaning to remove marks, dirt and debris by a light machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.

F. Final Buffing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above with thorough buffing.

G. Final Buffing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above with thorough buffing.

H. Final Buffing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above with thorough buffing.

Landlord Initials: 

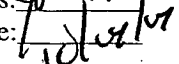
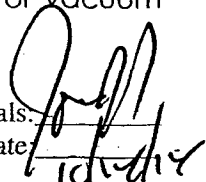
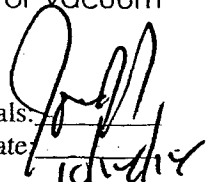
Date: 

EXHIBIT B

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. SCOPE: These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. HOURS OF SERVICE: All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. DEFINITIONS OF SERVICES:
- A. Sweeping - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. Buffing - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.

Landlord Initials: 

Date: 

- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets - Vacuum all carpeted surfaces, inclusive of all offices and workstations.

M. Carpet Shampooing and Cleaning - Two acceptable methods:

- a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

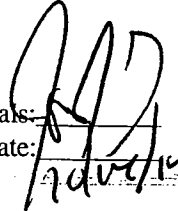
- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.

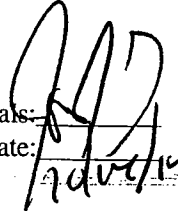
1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

Detergent, General Purpose
 Soap, toilet (Floating White)
 Soap, toilet, powder - Plain and with Borax
 Sweeping Compound
 Polish - Metal
 Wax, Floor, Water Emulsion - or TENANT approved substitute
 Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
 Waste Container Liners (plastic)
 Remover, Water Emulsion Type Floor Wax

- B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

Landlord Initials: 

Date: 

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

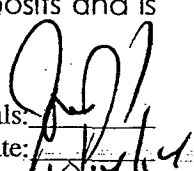
1-10. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

Landlord Initials: 

Date: 10/14/14

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

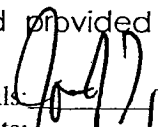
1. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

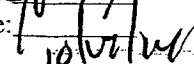
A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. Note: Resilient floors may be dry cleaned provided

Landlord Initials: 

Date: 

satisfactory results are demonstrated by the LANDLORD. Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

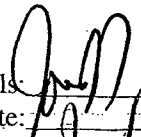
K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

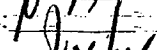
L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

Landlord Initials: 

Date: 

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

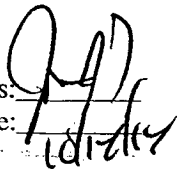
1-12. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.

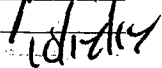
3. LOST, FOUND OR MISSING ARTICLES: All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's District Office Manager of Operations located at this facility.

1-14. SNOW AND ICE REMOVAL: To be provided in conformance with Section 8.5 of the Agreement herein.

1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap and sanitary napkins.

1-16. RECYCLING: The Landlord shall provide recycling collection, documentation, and repository services in accordance with the provisions of Exhibit D Part IV "Recycling" of the Agreement herein.

Landlord Initials: 

Date: 

**Exhibit B Continued:
FREQUENCIES OF JANITORIAL SERVICES**

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff			X			
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Diffusers: Damp Clean					X	
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.			X			
Waste Receptacles						
Empty waste Receptacles	X					
Wash waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Class Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning – Interior and Exterior						X
Removal and replacement of window screens as necessary						
Skylight clean (if applicable)				X		
Window covering						
Clean and re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		
Recycling		X				

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

Landlord Initials

Date:

EXHIBIT C

Provisions for Architecturally Barrier - Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

The Tenant shall follow their standard policy of providing "program accessibility" for all Juvenile Probation and Parole clients and services, therefore, no improvements or renovations for the purpose of providing improved barrier-free access are required.

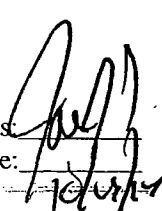
Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

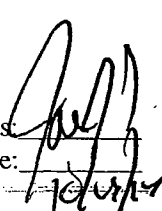
No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party - the Landlord or the Tenant - shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repairs required until such time a "certification of compliance" is issued.*

Not later than thirty (30) days after the inception of the term the Tenant (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" testing in accordance with certain requirements set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the landlord may conduct testing limited to the "renewal" criteria set forth in Env-A2200. In the event any deficiencies are found the Landlord shall be solely responsible for providing remedy through repair and/or renovations. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall conduct re-testing of any sections of the "clean air" test that initially failed to conform thereby proving remedy has been successfully completed.

Part III Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

There are no improvements to be provided to the premises.

Landlord Initials: 

Date: 

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

1. The Landlord, or the Landlord's Janitorial provider (Provider), shall recycle all waste products for which markets are available. The following products shall be included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass).
2. The Tenant shall place all items intended for recycling in collection bins, which shall be provided and properly labeled by the Tenant. These bins shall be provided in no less than four (4) locations throughout the Premises. The Provider shall remove the items intended for recycling from the Tenant's collection bins, bag and document the recycling, and conveying and depositing it at a recycling center.
3. The Provider shall document the volume and estimated average weight of items collected for recycling in the following manner:
 - a. Once (one time) per week the Provider shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
 - b. Upon inception of services the Provider shall weigh "sample" bags of each sorted commodity and document the approximate average weight of full or partially full bags per each commodity.
 - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
 - d. At the end of each month the Provider shall tally the number of bags per commodity, which were either full or partially full, multiply that sum by the average weight of such bags, thereby establishing a volume tally.
 - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

Landlord Initials: 

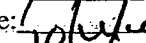
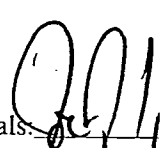
Date: 

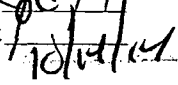
EXHIBIT D
SPECIAL PROVISIONS

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

SPECIAL PROVISIONS OF THE LEASE:

- A. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.
- B. Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

Landlord Initials: 

Date: 



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Dover 288 Central Avenue Dover, NH 03820		Member Number: 156	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
--	--	------------------------------	--	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit, If Statutory Limit Apply/None	Limit, If Statutory Limit Apply/None
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
☒ Automobile Liability Deductible Comp and Coll: \$1,000 ☐ Any auto	7/1/2014	7/1/2015	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
☒ Workers' Compensation & Employers' Liability	7/1/2014	7/1/2015	☒ Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
☒ Property (Special Risk includes Fire and Theft)	7/1/2014	7/1/2015	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Deaver</i> Date: 11/5/2014 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Attention: Leon Smith, Administrator			



**New Hampshire
Governor's Commission on Disability**

"Removing Barriers to Equality"



Margaret Wood Hassan, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

To the Honorable Governor Maggie Hassan and Members of the Executive Council

OPINION REGARDING ACCESSIBILITY

Lessee: Department of Health and Human Services, Division of Children Youth and Families, 129 Pleasant St. Concord, NH 03301

Lease Location: 61 Locust St. First Floor, Suites 128 and 129, Dover, NH 03820

Lessor: City of Dover, 288 Central Avenue, Dover, NH 03820

Term: Five (5) years: Contract to commence October 1, 2014 expiring September 30th, 2019. Occupancy of the Premises and commencement of rentals payments shall be for a term of Five (5) years commencing October 1, 2014.

In accordance with the administrative rules codified in Adm 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Committee on Architectural Barrier Free-Design (ABFDC) has conditionally opined that the leased location referenced above and referred to herein, meets barrier free requirements, subject to the conditions contained in this letter. The subject lease was reviewed during the ABFDC Committee's November 18, 2014 meeting however since a membership quorum was not attendant a final vote regarding the matter was not possible. The ABFDC Committee shall however provide a final opinion during the next viable meeting. Should the ABFDC Committee quorum decide additional conditions for receipt of their approval are required, such conditions shall be conveyed to the Lessee for implementation.

Upon completion of all specified renovations and prior to Tenant occupancy, all improvements and renovations – which shall include both those set forth below and those in the Lease, the "Tenant's Design Build Specifications" and Floor Plans - must be completed in compliance with provisions set forth in this letter and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire and the State Building Code. When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

121 South Fruit Street, Suite 101, Concord, NH 03301-2412
Toll-Free NH: 800-852-3405 | 603-271-2773 | Fax: 603-271-2837 | Disability@nh.gov
www.nh.gov/disability

CONDITIONS:

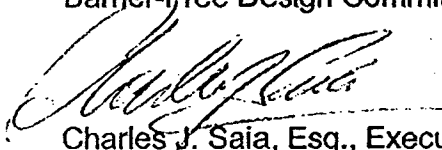
1. The Leased Premises are reasonably barrier-free and the Lessee shall continue standard Departmental policy of providing Probation and Parole "program accessibility" (client visitation/review at alternative locations) for reporting, therefore improvements to the Premises shall be limited to those listed below.
2. In making this recommendation the Committee recognizes that staff providing Probation and Parole services must meet strict physical capability requirements to perform their duties and that much of their work is "in the field" rather than office, therefore requiring them to provide "program accessibility" poses no additional burden.

Notwithstanding the foregoing:

- A. Any new construction must be completed in compliance all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire, the State Building Code and the Americans with Disabilities Act Standards for Accessible Design. **All revised plans shall be submitted for approval by the Architectural Barrier-Free Design Committee and the local authority having jurisdiction (i.e. the Building Inspector).**
- B. Prior to occupancy the Architectural Barrier-Free Design Committee shall be invited to conduct an accessibility site visit.

This recommendation is based upon the site-survey completed by Administrative Services and on the assurances of that agency's ADA Coordinator. The ABFDC Committee staff cannot survey all state leased properties. However, as a safeguard for the state against ADA litigation, and to assure access for the state's people with disabilities, random surveys are performed.

Respectfully submitted by the Governor's Commission on Disability, through its Architectural Barrier-Free Design Committee,



Charles J. Saia, Esq., Executive Director
And Facilitator
Governor's Commission on Disability

**CERTIFICATE FOR
MUNICIPALITIES**

I, (insert name) Karen Lavertu, of (insert Municipality name)
the City of Dover, do hereby certify to the following assertions:

I am a duly appointed and acting Clerk/Secretary for the Municipality documented above, which is in the State of
(insert name of State) New Hampshire

2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) October 8, 2014.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

providing for the performance by this Municipality
of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the
official authorizing the contract, and document the name of the individual filling that position) City Manager
J. Michael Joyal, Jr., on behalf of this Municipality, is authorized and directed to enter into

the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that
may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all
documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to
any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the
authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain
in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated (fill in
the appropriate names of individuals for each titled position)

Municipality Mayor: Karen Weston

Municipality Clerk: Karen Lavertu

Municipality Treasurer: Julie Labonte

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of
signing) November 6, 2014

Clerk/Secretary (signature) Karen Lavertu

In the State and County of: (State and County names) New Hampshire, Strafford

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF:

New Hampshire, COUNTY OF: Strafford UPON THIS DATE (insert
full date) 11/6/14, appeared before me (print full name of notary) Susan Mistretta
, the undersigned officer personally appeared (insert officer's name) Karen Lavertu

who acknowledged him/herself to be (insert title, and the name of municipality) City Clerk
for the City of Dover

and that being authorized to
do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of
the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

Susan Mistretta
SUSAN M. MISTRETTA, Notary Public
My Commission Expires September 18, 2018



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: R – 2014.10.08 – 109

Resolution Re: New Hampshire Department of Health and Human Services Standard Lease Agreement

WHEREAS: The New Hampshire Department of Health and Human Services is an existing tenant at the McConnell Center; and

WHEREAS: The Department of Health and Human Services wishes to remain in the McConnell Center and seeks to enter into a State of New Hampshire Standard Lease Agreement with the City of Dover for the term of five (5) years; and

WHEREAS: The Standard Lease Agreement is for Suites 128 and 129 at the McConnell Center consisting of approximately 1,676 square feet.

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

The City Manager is authorized to sign the State of New Hampshire Standard Lease Agreement with the New Hampshire Department of Health and Human Services for space within the McConnell Center for the term of five (5) years.

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 I. 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 – 2014.10.08 – 109
Resolution Re: New Hampshire Department of Health and Human Services Standard Lease Agreement

DOCUMENT HISTORY:

First Reading Date:	10/08/2014	Public Hearing Date:	N/A
Approved Date:	10/08/2014	Effective Date:	10/08/2014

DOCUMENT ACTIONS:

Deputy Mayor Carrier moved for the adoption of 13.A.7.; seconded by Councilor Thibodeaux.
Vote: 9/0.

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston	X	
Deputy Mayor, Robert Carrier, At Large	X	
Councilor John O'Connor, Ward 1	X	
Councilor William Garrison, III, Ward 2	X	
Councilor Deborah Thibodeaux, Ward 3	X	
Councilor Dorothea Hooper, Ward 4	X	
Councilor Catherine Cheney, Ward 5	X	
Councilor Jason Gagnon, Ward 6	X	
Councilor, Anthony McManus, At Large	X	
Total Votes:	9	0
Resolution does pass.		

RESOLUTION BACKGROUND MATERIAL:

The State of New Hampshire put the lease of space for this JPPO office out to bid in July. The City responded in August and was awarded the bid (which turns out to be the continuation of JPPO as a current tenant).

SAM.gov will be down for a scheduled maintenance window this Saturday night, 11/15/2014, from 5:00 PM to 11:00 PM (EST).

Current Search Terms: City* of Dover* New* hampshire*

Glossary

SAM | System for Award Management 1.0

IBM v1.P.22.20141105-1505

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



AMENDMENT

This Agreement (hereinafter called the "Amendment") is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Dover, (hereinafter referred to as the "Landlord") with a place of business at 288 Central Avenue, Dover, New Hampshire 03820.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 1,676 square feet of space located at 61 Locust Street, Suites 128 and 129 Dover, New Hampshire which was first entered into on October 14, 2014, which was approved by the Governor and Executive Council on December 23, 2014, item #6A the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Tenant was prepared to relocate this itinerant office into a new proposed district office, however, the new district office has yet to materialize. Rethinking of the relationship of the itinerant office has resulted in it remaining separate from the district office. The existing itinerant office does not have the additional space to accommodate the Tenant's new requirements and the accessible accommodations are minimal. The area has limited resources and finding a new location will require at least twenty-four (24) months to locate a facility, procure all approvals and provide time for fit up. The Landlord and Tenant are agreeable to a holdover term to facilitate this process.

The Tenant will need up to twenty-four (24) months to procure a new facility, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Landlord and Tenant hereby agree to amend the Agreement as follows:

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, September 30, 2019 is hereby amended to terminate up to twenty-four (24) months thereafter, September 30, 2021. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: _____

Date: _____

4.1 Rent: The current annual rent of \$24,302.00 (1,676 square feet of office space at approximately \$14.50 per square foot), will increase by 2.0% to \$24,788.04 (1,676 square feet of office space at approximately \$14.79 per square foot year one, which shall be prorated to a monthly rent of \$2,065.67. Year two will increase 2.0 % to \$25,290.84 (1,676 square feet of office space at approximately \$15.09 per square foot year two, which shall be prorated to a monthly rent of \$2,107.57. Payment shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable October 1, 2019 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is earlier terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$50,078.88.

15. Insurance: Section 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than two million (\$2,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

15.1 Workers Compensation Insurance: To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

Initials: _____

Date: _____

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials: _____

Date: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands;

TENANT: State of New Hampshire Department of Health and Human Services

Date: _____

By _____
David S. Clapp, Director of Facilities

LANDLORD: City of Dover

Date: _____

By _____
J. Michael Joyal, City Manager, City of Dover

Acknowledgement: State of _____, County of _____.

On (date) _____, before the undersigned officer, personally appeared
_____, who satisfactorily proved to be the person identified above as the
owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: _____

Commission expires: _____ Seal:

Name and title of Notary Public or Justice of the Peace (please print):
_____.

Approval by New Hampshire Attorney General as to form, substance and execution:

By: _____, Assistant Attorney General, on _____.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2020	10/1/2019	\$ 14.79	\$ 2,065.67		
	11/1/2019	\$ 14.79	\$ 2,065.67		
	12/1/2019	\$ 14.79	\$ 2,065.67		
	1/1/2020	\$ 14.79	\$ 2,065.67		
	2/1/2020	\$ 14.79	\$ 2,065.67		
	3/1/2020	\$ 14.79	\$ 2,065.67		
	4/1/2020	\$ 14.79	\$ 2,065.67		
	5/1/2020	\$ 14.79	\$ 2,065.67		
	6/1/2020	\$ 14.79	\$ 2,065.67		\$ 18,591.03
2021	7/1/2020	\$ 14.79	\$ 2,065.67		
	8/1/2020	\$ 14.79	\$ 2,065.67		
	9/1/2020	\$ 14.79	\$ 2,065.67	\$ 24,788.04	
	10/1/2020	\$ 15.09	\$ 2,107.57		
	11/1/2020	\$ 15.09	\$ 2,107.57		
	12/1/2020	\$ 15.09	\$ 2,107.57		
	1/1/2021	\$ 15.09	\$ 2,107.57		
	2/1/2021	\$ 15.09	\$ 2,107.57		
	3/1/2021	\$ 15.09	\$ 2,107.57		
	4/1/2021	\$ 15.09	\$ 2,107.57		
2022	5/1/2021	\$ 15.09	\$ 2,107.57		
	6/1/2021	\$ 15.09	\$ 2,107.57		\$ 25,165.14
	7/1/2021	\$ 15.09	\$ 2,107.57		
	8/1/2021	\$ 15.09	\$ 2,107.57		
	9/1/2021	\$ 15.09	\$ 2,107.57	\$ 25,290.84	\$ 6,322.71
Total Rent				\$ 50,078.88	\$ 50,078.88

Initials: _____

Date: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2019.10.23 – 168**

Resolution Re: Approval of the Bubby's Delicatessen, LLC Sub-Lease for the Dover Transportation Center

WHEREAS: The City of Dover and Bubby's Delicatessen, LLC seek to enter into a Sub-Lease Agreement wherein the City shall sub-lease to Bubby's Delicatessen, LLC a portion of the Dover Transportation Center building leased by the City of Dover from Cocheco Mills Holdings, LLC and located at 33 Chestnut Street; and

WHEREAS: That the rent charges are based upon the cost of utilities for the first three years with additional base rent thereafter; and

WHEREAS: The term of the Sub-Lease Agreement shall be for three (3) years beginning in November 2019 with renewal options, dependent on an extension of the City's lease with Cocheco Mills Holdings, LLC; and

WHEREAS: Cocheco Mills Holdings, LLC assents to this Sub-Lease.

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

The City Manager is authorized to finalize and sign a Sub-Lease Agreement with Bubby's Delicatessen, LLC for a portion of the Dover Transportation Center located at 33 Chestnut Street.

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

Councilor Dennis Ciotti

Approved as to Legal
Form and Compliance:

Joshua M. Wyatt
City Attorney

Recorded by:

Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2019.10.23 – 168**

Resolution Re: Approval of the Bubby's Delicatessen, LLC Sub-Lease for the Dover Transportation Center

DOCUMENT HISTORY:

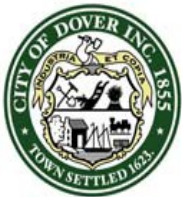
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsay Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached draft Sub-Lease Agreement between the City of Dover and Bubby's Delicatessen, LLC.



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

SUB-LEASE AGREEMENT

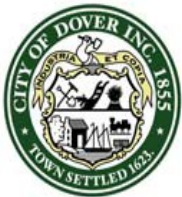
This Sub-Lease Agreement is entered into this ____ day of October, 2019, by and between **Gregg Schweitzer, Mgr. Mbr, Bubby's Delicatessen, LLC d/b/a Bubby's Bagel and Deli**, 411 Cutts Avenue, Portsmouth, NH 03801 corporation (hereinafter called "Lessee") and the **City of Dover**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire (hereinafter referred to as "City") (hereinafter "Lessee" and "City" collectively "the Parties")

1. DESCRIPTION.

The City hereby sub-leases to the Lessee a portion of the Dover Transportation Center building leased by the City of Dover, including access to the two (2) bathrooms, utility / maintenance closet, as shown on the attached **Exhibit A** (hereinafter the "Premises") and located at 33 Chestnut Street, Dover, New Hampshire (hereinafter the "Property"). In conjunction with the use of the Premises, Lessee shall be granted 3 parking permits for use by its employees within the larger parking lot on the Property. The City shall also provide six (6) 15-minute free parking spaces near the Transportation Center which will be open to the public. The cost for the permits shall be contained within the lease rental rate set forth in paragraph 4. The City shall be solely responsible for relocating the so-called "Santa Shack" so that it is at least 100 feet away from the Premises.

Lessee shall have the exclusive right during the Term, including exercised option periods, to sell or otherwise provide food or beverages to consumers within the Dover Transportation Center and platform/track area. The Lessee shall keep the building unlocked and open to the public on Monday through Friday between 6:00 a.m. and 2:00 p.m. in addition to any hours the Lessee is open for business. At the first renewal, minimum Saturday hours of 8am to 2pm shall be added. These operating times do not include Holidays, serious weather events, and/or acts of god which may interfere with the daily operation of the Lessee's business and as to which Lessee shall have the sole discretion on days and hours of operation for same. The City may maintain/staff a Dover Transportation Center volunteer booth in the seating area of the Premises in a location shown on Exhibit A. Said volunteers may be available to the general public within the Premises. The City will provide the Lessee with information regarding the City and its transportation services with both parties agreeing that this will be to their mutual benefit. There is no requirement that the volunteer booth be staffed during any particular operational hours during the period the Lessee has the building open. In addition, the City and volunteers will have control of the office/storage and mechanical space shown on Exhibit A as needed, and said space shall only be reconfigured per the City.

Acknowledging that the Premises and Property is primarily a Transportation Center, and users of the Premises and Property include transient users, Lessee and the City shall cooperate to move along or remove, as the case is required, loiterers in any portion of the Premises in that both parties agree it is in both their respective interest to prevent individuals



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

from staying in the Premises for extended periods of time, including but not limited to the seating or bathroom area, without utilizing the café or obtaining information from the City in regard to its transportation or other services Lessee shall attend a one-day training on the public transportation systems that are available at the Dover Transportation Center including, but not limited to COAST bus, Wildcat bus, Amtrak Downeaster, and Dover Community Trail, which will be scheduled by the City. The Lessee shall ensure its employees are generally familiar with the operations of these public transportation systems at the Dover Transportation Center.

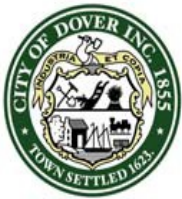
Lessee shall have the right at its expense to install one (1) sign on the wire fence on the upper platform for the train and one (1) on the opposite side facing the parking lot for which commuters for the buses congregate. Said signs on the fence shall be directional signs with an arrow pointing to the café and be no greater than 2' long and 1' high. Lessee shall also have the right, on all four sides of the building, to place one (1) sign identifying the café. The look and design of said special and display materials shall be in keeping with the general appearance of the Premises, and shall be professionally created and managed. The Lessee may, at its own expense, purchase and use a temporary A-Frame chalk board sign to display specials on the track/platform area. Lessee shall also have the opportunity to utilize the top panel on the street side of the freestanding sign at the Chestnut Street entrance of the Property with said sign being created at the sole expense of the Lessee. All the above said signs, including the parking signs referred above, shall comply with all municipal ordinances by right and require permits. Banners, and electronic message centers shall not be included in any sign package. The City will support and assist with the expeditious processing of the sign applications.

2. TERM

This Lease shall commence on November 15, 2019 and end on November 15, 2024 (the "initial three (3) year Term"), with two (2) 5-year renewal option periods with each option by the Lessee to be exercised in writing within 90 days of the end of the preceding Term. The Term shall include any exercised renewal option period. The Parties acknowledge the City's right to lease to Lessee is subject to and contingent upon the lease on the Premises/Property, and any additional parking, set forth in the Third Amendment to Lease dated November 8, 2013 between Cocheco Mills Holdings LLC and the City which ends on May 31, 2021 ("Cocheco Lease"), which is subject to the City's option, at its discretion, to renew for an additional 20-year period. Should the City's lease with Cocheco Mills Holdings, LLC, be terminated, during either renewal period, the City reserves the right to terminate this lease after a 180 day written notice.

3. UTILITIES

The Lessee shall be responsible for payment of utilities, including gas, electricity, water, and sewer utilized inside the Premises. The lessee shall pay the utilities in the amount of the



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

difference between the previous monthly average and any future utilities costs on the property. The Lessee shall reimburse the City on a monthly basis for its share within 10 business day of receipt of those charges with the meter readings from the City.

4. RENT

Pursuant to paragraph 3 above, Lessee shall be responsible during the Term of this Lease, including any renewal option periods, to pay the utilities for the Premises. Payment of utilities, etc., for the initial term of this Lease, shall begin on Lessee's obtaining Certificate of Occupancy from the City of Dover to open the Café for business.

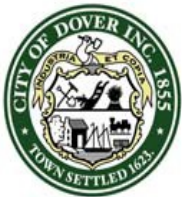
For the initial 3-year Term of the Lease, reimbursement to the City of those said utilities for the interior of building shall be the sole rent paid by Lessee. Commencing in year 4 (the first of two (2) 5- year renewal periods) of the Term of this Lease rent shall be \$800.00 per month ("Base Rent"), in addition to utility reimbursement pursuant to paragraph 3 above. Each year thereafter Base Rent shall increase by \$100.00, in addition to utility reimbursement consistent with paragraph 3 above. By way of example, in year 5 of the Lease Term Base Rent per month shall be \$900.00 plus utilities, in year 6 of the Lease Term Base Rent shall be \$1000.00 per month plus utilities, and so forth.

5. IMPROVEMENTS AND REPAIR

The Lessee shall make improvements to the Premises, subject to the written approval from the City, at its sole cost as additional consideration for its rental of same, including repainting of the bathroom and the placement of new fixtures in the bathroom sinks. Both single-occupant bathrooms shall be rendered unisex

Improvements shall also include:

- installation of water and utility lines for café
- installation of cabinetry/counters/demising walls/access doors to prep area including walk-in refrigeration unit
- floor repairs as needed
- painting interior as mutually determined
- necessary IT/security infrastructure to operate business
- equipping the Premises for the operation of the café for benefit of customers and Lessee's employees
- make space marketable for future tenants should lessee not renew
- relocating electrical equipment/panels
- building of secondary office/storage for lessee's use
- If any building code / life safety equipment and installation requirements for same are necessary for the leased premises change of use prior to Lessee taking possession



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

and obtaining a Certificate of Occupancy, Lessee shall have the sole option to deem this Lease null and void, thereby terminating same;.

Attached as **Exhibit B** is an initial plan of the layout of the currently proposed improvements in the café area of the Premises. The City shall cooperate with Lessee to expeditiously obtain the permits necessary for these Lessee improvements all subject to compliance with municipal ordinances. The Parties acknowledge that time is of the essence to get these improvements put into place for the operation of the café and for the Lessee's financing.

The Parties further acknowledge that in consideration of the economic terms of this Lease including rent provisions above, the Lessee is not requesting the City to pay for any of these improvements for the build-out of the Café, yet it is considered as part of the consideration of the overall Lease Terms including the rent to be paid by the Lessee.

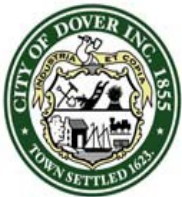
The Lessor will be responsible for the repair of the HVAC, exterior walls, water and sewer lines to the extent they are outside the Premises, structural portions of the building, exterior walls (excluding the Lessee's signs), roof, and parking areas and sidewalks including, but not limited to, snow removal and ice removal as necessary. Nothing within this Lease shall be construed as a creating a joint venture between Lessee and the City regarding the operation of that business.

6. PERSONAL PROPERTY REMAINING FOLLOWING LEASE TERMINATION

The demising walls and countertops and bathroom improvements shall be considered permanent improvements of the Premises, yet removable tables and seating, as well as all equipment including walk-in refrigeration, shall not be part of the Premises ("Personal Property or Business Trade Fixtures"). To the extent Lessee or its lender does not remove said Personal Property or Business Trade Fixtures from the Premises within 60 days of the termination of the Lease, unless other written arrangements are made between the City and the Lessee, the City may take possession of the personal property subject to the security interest of the Lessee's lender.

7. OPERATION AND MAINTENANCE

The Premises of this Lease is for the purpose of the operation of a food and beverage service establishment and Lessee, at its own expense, shall maintain and keep the Premises in a sanitary and good working order and condition and remove all waste from the Premises as needed. Food waste shall be placed in a secure container prior to disposal by Lessee. Further, Lessee shall be responsible for placing of all solid waste and recyclables generated on the Premises in outside dumpster on the Property, and shall provide for the emptying of said dumpsters at its cost. The dumpster shall be provided by the City with a lock that the City and Lessee shall have a key.



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

Lessee shall keep the building including bathrooms open and clean for the public while the Café is open for business. In any event, Lessee shall have access to the building 7 days a week, 24 hours a day.

City shall be responsible for the maintenance, upkeep and liability insurance for the two (2) public bathrooms and provide the Lessee with an indemnification and hold harmless agreement in this regard. Public bathrooms shall be cleaned by the City on a weekly basis and provide paper products as needed.

Lessee shall keep the Premises at no less than 62 degrees Fahrenheit year round and no warmer than 85 degrees Fahrenheit in the summer months.

Lessee shall be responsible for any applicable taxes related to the operation of its business and related to the income generated by the operation of its business.

8. ACCESS TO PREMISES

The City shall have right to enter the Premises during operating hours as well as non-operational hours for emergencies and shall also have access at all times to communication equipment located in one of the currently so-called office/storage closet.

The City and public has right to enter the building outside of the Premises during non-operational hours.

9. UNAVOIDABLE CASUALTY

In the event of an unavoidable casualty where the Premises or portion of it is destroyed, damages, or deemed unfit for use or occupancy, either Party may terminate this Lease.

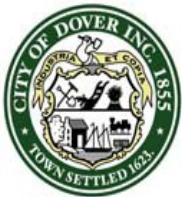
10. SUBLETTING OR ASSIGNMENT

Lessee shall neither sublet nor assign the Premises or parking spaces without prior written consent by the City.

11. DEFAULT/EARLY TERMINATION

In the event the Lessee fails to perform any of its obligations under this Lease (including not cooperating with the Train Rider Volunteers or the City), and fails to cure any said failure to perform within 30 days after written notice, the City, at its option, may deem the Lessee to be in default.

12. INDEMNIFICATION



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

Lessee agrees to indemnify and save harmless the City regarding all actions or inactions of Lessee or its agents that take place within the leased café Premises and the City agrees to indemnify and save harmless the Lessee from all actions or inactions of the City or its agents or volunteers, and/or third parties that take part outside of the leased café Premises and/or in the two (2) public restrooms.

13. INSURANCE

Lessee shall procure and maintain in force, at its expense, liability and property damage insurance for the Premises to be considered primary coverage. Said insurance to provide at least One Million Dollars in both liability and property damage coverage. City has no obligation for any loss to Lessee's personal property. Proof of Insurance shall be supplied to the City at the time of occupancy. City shall be named as an additional insured on the Lessee's insurance policy, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover City with the same scope of coverage provided to the Lessee under the policy without subjecting City to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to City upon cancellation of the policy. The Lessee shall also provide City certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy. Additionally, Lessee shall procure and maintain in force, at its expense, during the term workman's compensation insurance for employees, as required under New Hampshire law.

14. LIENS AND ENCUMBRANCES

Lessee shall not create or allow any lien, encumbrance or charge on the Premises or on the rents or income therefrom which may be superior to the City's rights hereunder.

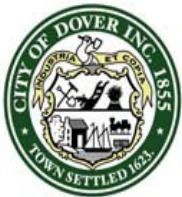
15. PARTIES BOUND

This Lease and any addendums are binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire Lease between the parties.

16. NOTICE

Any notice required to be given under this Lease shall be in writing, and shall be deemed properly served if delivered in person, or by overnight mail by a commercially recognized carrier, or on the third (3rd) day after deposit in the United States mail, as certified or registered mail, return receipt requested, postage prepaid, and sent as follows:

If to Lessee, at: **Gregg Schweitzer**
411 Cutts Avenue



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

Portsmouth, NH 03801

And if to the City, at: City of Dover
 288 Central Avenue
 Dover, NH 03820
 Attention: City Manager

17. MODIFICATION OF LEASE

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

18. SECTION HEADINGS

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

19. SEVERABILITY

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

20. LAWS GOVERNING

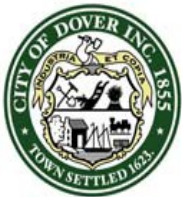
The parties agree that this Lease has been entered into in the State of New Hampshire and that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

21. TAXES

Pursuant to NH RSA 72:23, Lessee shall pay all duly assessed real property taxes on the Premises when due. City

22. MERGER

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



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

IN WITNESS WHEREOF, the parties have hereunto executed this Lease this _____
day of _____, 2019.

Name

Witness

By: _____
Gregg Schweitzer, Mgr. Mbr.
Bubby's Delicatessen, LLC d/b/a
Bubby's Bagel and Deli

The City of Dover

Witness

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

Acknowledge and Accented to By

Witness

By: _____

Cocheco Mills Holdings, LLC



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2019.10.23 – 169**

Resolution Re: Adoption of FY2021-FY2026 Capital Improvements Plan

WHEREAS: The Capital Improvements Program (CIP) serves as the City's long range planning document for the purchase or construction of capital assets; and

WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that

WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

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

The Proposed Capital Improvements Program for Fiscal Year 2021-2026 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised public hearing.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2019.10.23 – 169**

Resolution Re: Adoption of FY2021-FY2026 Capital Improvements Plan

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes the attached FY2021 through FY2026 Capital Improvements Program.

This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure and capital assets over the course of the next six years and does NOT authorize or appropriate funding for projects or authorize bonding.

The FY2021 – FY2026 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2021-2026

Proposed October 16, 2019

All Projects

BOLD = New Project

UNDERLINED = Change in Schedule

* = Multi Category Project

ITALIC = \$ Change

UNDERLINED = Change in Schedule		ITALIC = \$ Change		Fiscal Year			Finance	
PROJECT DESCRIPTION	2021	2022	2023	2024	2025	2026	Total	Method
GENERAL GOVERNMENT								
Transfer to Capital Reserve - Infrastructure & Equip	900,000	925,000	950,000	975,000	1,000,000	1,025,000	5,775,000	OB
Transfer to Capital Reserve - Cemetery	125,000	125,000	125,000	125,000	125,000	125,000	750,000	OB
CAMA Software Replacement & Implementaion	33,000	33,000	34,000				100,000	OB
City Hall Boiler Replacement	300,000						300,000	RF
Cemetery Improvements		250,000		250,000			500,000	RF
City Hall Structural/Safety Improvements		500,000		250,000			750,000	RF
Indoor Pool Solar Panel Purchase					150,000		150,000	RF
Public Works Facility Repairs						250,000	250,000	RF
TOTAL GENERAL GOVT.	1,358,000	1,833,000	1,109,000	1,600,000	1,275,000	1,400,000	8,575,000	
POLICE								
Police Cruiser Replacement Program	144,000	144,000	144,000	144,000	144,000	144,000	864,000	RF
Public Safety Comm Infrastructure Upgrades	123,418	100,000	100,000	100,000	100,000	100,000	623,418	OB
Records Management/CAD Software Upgrade	590,000						590,000	RF
TOTAL POLICE	857,418	244,000	244,000	244,000	244,000	244,000	2,077,418	
FIRE & RESCUE								
Ambulance Replacement	245,000		245,000		245,000		735,000	RF
Command/Staff Vehicle Replacement		49,000			49,000		98,000	RF
Pumper Replacement		635,000					635,000	RF
Station Capacity Improvements		475,000			660,000		1,135,000	DF
Front Line Vehicle Corrosion Repair			90,000				90,000	RF
Protective Gear				174,000			174,000	RF
Northend Station Traffic Light					85,000		85,000	RF
SCBA Gear						195,000	195,000	RF
TOTAL FIRE & RESCUE	245,000	1,159,000	335,000	174,000	1,039,000	195,000	3,147,000	
COMMUNITY SERVICES - PUBLIC WORKS								
PW Heavy Equipment	350,000	400,000	450,000	500,000	550,000	600,000	2,850,000	RF
General Streets Improvements	2,164,803	2,251,395	2,341,451	2,435,109	2,532,513	2,633,814	14,359,085	OB
General Sidewalk Improvements	116,985	121,665	126,531	131,592	136,856	142,330	775,959	OB
Bridge Improvements	140,000	160,000	180,000	200,000	200,000	200,000	1,080,000	OB
Drainage System Improvements	175,000	200,000	250,000	300,000	350,000	400,000	1,675,000	OB
Traffic Signal Upgrades/Traffic Calming	90,000	90,000	90,000	90,000	90,000	90,000	540,000	OB
Central Ave Drainage Work*	150,000	550,000	400,000				1,100,000	DF
Congestion Mitigation Route 108	250,000		900,000	350,000			1,500,000	DF
Downtown Traffic Efficiency Improvements	300,000	100,000	1,000,000				1,400,000	DF
Street Reconstruction - Oak/Ham/Ela	900,000	1,400,000					2,300,000	DF
Bridge Replacement - Oak Street		250,000			5,000,000		5,250,000	DF/GF
Street Reconstruction - Court/Union/Middle		200,000		2,600,000	1,700,000		4,500,000	DF
Street Reconstruction Fifth/Grove Streets*		100,000	750,000	250,000			1,100,000	DF
Street Reconstruction - Piscataqua/Back River*		700,000	200,000	100,000			1,000,000	DF
Bridge Replacement - County Farm				250,000			250,000	DF
Soundwalls - Renaud/Keating					400,000		400,000	RF
Street Reconstruction - Sunset Drive					200,000	1,000,000	1,200,000	DF
Street Reconstruction - Atlantic Avenue						1,500,000	1,500,000	DF
Street Reconstruction - Horne Street*						250,000	250,000	DF
TOTAL COMM SERV - PW	4,636,788	6,523,060	6,687,982	7,206,701	11,159,369	6,816,144	43,030,044	
CULTURE & RECREATION								
Transfer to Capital Reserve - Park/Playground Imprv.	112,500	112,500	112,500	112,500	112,500	112,500	675,000	OB
Park Infrastructure Replace/Maintenance	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Jenny Thompson Pool Water Heating System	50,000						50,000	RF
Jenny Thompson Renovations	12,000	488,000					500,000	DF
Arena - Foster Rink Air Conditioning		75,000					75,000	RF
Park Improvements - Garrison Hill Park		250,000					250,000	RF
Indoor Pool Solarium				400,000			400,000	RF
Arena - Foster Rink Renovations					10,000	195,000	205,000	RF
TOTAL CULTURE & RECREATION	249,500	1,000,500	187,500	587,500	197,500	382,500	2,605,000	
PUBLIC LIBRARY								
Library Books and Collections	118,387	121,822	125,360	129,004	132,757	136,632	763,962	OB
Library Renovations and Upgrades			500,000	295,093	961,837		1,756,930	DF
TOTAL PUBLIC LIBRARY	118,387	121,822	625,360	424,097	1,094,594	136,632	2,520,892	
TOTAL CITY DEPARTMENTS								
	7,465,093	10,881,382	9,188,842	10,236,298	15,009,463	9,174,276	61,955,354	

Capital Improvements Program - FY2021-2026

Proposed October 16, 2019

All Projects

BOLD = New Project

* = Multi Category Project

UNDERLINED = Change in Schedule

ITALIC = \$ Change

	ITALIC = \$ Change			Fiscal Year			Finance	
PROJECT DESCRIPTION	2021	2022	2023	2024	2025	2026	Total	Method
EDUCATION								
Transfer to Capital Reserve - Curriculum	350,000	150,000	150,000	150,000	150,000	150,000	1,100,000	OB
Transfer to Capital Reserve - Facilities	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000	OB
Transfer to Capital Reserve - Info. Technology	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
Transfer to Capital Reserve - Athletics	20,000	20,000	20,000	20,000	20,000	20,000	120,000	OB
Curriculum Replacement and Upgrade	300,000	100,000	100,000	100,000	100,000	100,000	800,000	RF
Facilities/School Maintenance and Repairs	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Furniture Replacement	25,000	25,000	25,000	25,000	25,000	25,000	150,000	OB
Information Technology Replacement and Upgrade	152,000	158,000	164,000	171,000	178,000	185,000	1,008,000	OB
DHS Bleachers	350,000						350,000	RF
DMS Locker Relocation	40,000	42,000	44,000				126,000	OB
Facilities Space Needs Study	50,000						50,000	OB
Garrison Elementary School Roof	240,000						240,000	RF
Garrison Elementary School Renovations			300,000	5,928,000			6,228,000	DF
Middle School AC/Dehumidification			546,000				546,000	DF
Middle School Roof Replacement			560,000				560,000	DF
DHS Solar Panel Purchase						600,000	600,000	RF
DHS Turf Field & Track Replacement						2,000,000	2,000,000	DF
TOTAL EDUCATION	1,927,000	895,000	2,309,000	6,794,000	873,000	3,480,000	16,278,000	
TOTAL GENERAL FUND								
	9,392,093	11,776,382	11,497,842	17,030,298	15,882,463	12,654,276	78,233,354	
SPECIAL REVENUE FUNDS								
Building Access Control and CCTV Systems	75,000	105,000	50,000	100,000			330,000	OB
Conservation Funding	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000	OB
DoverNet Client System Replacement	54,000	54,000	54,000	54,000	54,000	54,000	324,000	OB
SAU Athletic Improvements	30,000	30,000	30,000	30,000	30,000	30,000	180,000	OB
SAU Cafeteria Maintenance/Repair/Upgrade	40,000	40,000	40,000	40,000	40,000	40,000	240,000	OB
SAU Light Vehicle Replacement	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
McConnell Center Trim Repairs/Painting	120,000						120,000	OB
Parking Facility - Downtown			8,100,000				8,100,000	DF
McConnell Center Boiler & Pump Replacement				4,500	250,000		254,500	DF
McConnell Center Rubber Roof				6,500	275,000		281,500	DF
McConnell Center Gym AC					10,000	260,000	270,000	DF
TOTAL SPECIAL REVENUE FUNDS	619,000	529,000	8,574,000	535,000	959,000	684,000	11,900,000	
TIF DISTRICT FUNDS								
Street/Utility Extension - Waterfront Parcel	2,400,000						2,400,000	DF
Park Improvements - Maglaras Park		1,000,000					1,000,000	DF
Street Reconstruction Henry Law Ave			1,300,000				1,300,000	DF
TOTAL TIF DISTRICT FUNDS	2,400,000	1,000,000	1,300,000	0	0	0	4,700,000	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Water Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Water Main Replacement - City Wide	150,000	156,000	162,240	168,730	175,479	182,497	994,946	RF
Water Meter Replacement	175,000	175,000	175,000	175,000	175,000	175,000	1,050,000	OB
Water Treatment Plant & Well Equipment	75,000	78,000	81,120	84,365	87,739	91,249	497,473	RF
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Main Replacement - Central Avenue - Lower*	100,000		1,000,000				1,100,000	DF
Water Main Replacement - Central Avenue - Upper*	75,000		750,000				825,000	DF
Water Main Replacement - Littleworth Road	100,000		1,000,000				1,100,000	DF
Water Main Replacement - Washington/Main Street*	1,400,000						1,400,000	DF
Water Treatment Plant - Pudding Hill	300,000						300,000	GF
Water Main Replacement - Court Street Area*		75,000			750,000		825,000	DF
Water Main Replacement - Fifth/Grove Streets*		125,000		875,000			1,000,000	DF
Water Main Replacement - Piscataqua/Drew Roads*		250,000		1,500,000			1,750,000	DF
Water Main Replacement - Urban Core*		1,900,000					1,900,000	DF
Portsmouth Emergency Interconnect			1,000,000				1,000,000	GF
Water Main Replacement - Durham Road						850,000	850,000	DF
Water Main Replacement - Horne Street*						100,000	100,000	DF
TOTAL WATER FUND	3,130,000	3,514,000	4,923,360	3,558,095	1,943,218	2,153,746	19,222,419	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
Pump Station Equipment Replace-Maint.	75,000	78,000	81,120	84,365	87,739	91,249	497,473	OB
Sewer Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Sewer Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Sewer Main Replacements - City Wide	150,000	156,000	162,240	168,730	175,479	182,497	994,946	RF
Sewer Inspection Camera	150,000						150,000	OB
Sewer Main Extension - Durham Road*	100,000		1,000,000				1,100,000	DF
Sewer Main Replacement - South Central Ave.	50,000		500,000				550,000	DF
Pump Station Upgrade - Piscataqua				150,000			150,000	RF
Sewer Main Replacement - Horne Street*						100,000	100,000	DF
TOTAL SEWER FUND	1,380,000	1,089,000	2,598,360	1,258,095	1,118,218	1,228,746	8,672,419	
TOTAL OTHER FUNDS								
	7,529,000	6,132,000	17,395,720	5,351,190	4,020,436	4,066,492	44,494,838	
TOTAL ALL PROJECTS	16,921,093	17,908,382	28,893,562	22,381,488	19,902,899	16,720,768	122,728,192	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2019.10.23 – 170**
Resolution Re: **Appropriation For FY2021 Capital Improvements
Program – Non-Debt Financed Projects**

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 1 and to finance these improvements with transfers from Reserve Trust Funds and appropriation of existing funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL, THAT:
The following capital outlays are appropriated as part of the FY2021 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Item	Description	Appropriation	Funding	Fund
1	City Hall Boiler Replacement	\$300,000	General Fund Capital Reserve	Trust
2	Police Cruiser Replacement Program	144,000	General Fund Capital Reserve	Trust
3	Records Management/CAD Software Upgrade	276,000	General Fund Capital Reserve	Trust
4	Ambulance Replacement	245,000	General Fund Capital Reserve	Trust
5	Public Works Heavy Equipment	350,000	General Fund Capital Reserve	Trust
6	Park Infrastructure Replace/Maintenance	50,000	Park Improvements Capital Reserve	Trust
7	Jenny Thompson Pool Water Heating System	50,000	Park Improvements Capital Reserve	Trust
8	Records Management/CAD Software Upgrade	285,000	Police Facilities Capital Reserve	Trust
9	Records Management/CAD Software Upgrade	29,000	Fire & Rescue Facilities Capital Reserve	Trust
10	Park Infrastructure Replace/Maintenance	25,000	Recreation Facilities Capital Reserve	Trust
11	School Facilities Maintenance and Repairs	100,000	School Facilities Capital Reserve	Trust
12	Dover High School Bleachers	350,000	School Facilities Capital Reserve	Trust
13	Garrison Elementary School Roof	240,000	School Facilities Capital Reserve	Trust
14	Curriculum Replacement and Upgrade	300,000	School Curriculum Reserve	Trust
15	Water Exploration	100,000	Water Fund Capital Reserve	Trust
16	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
17	Water Main Replacement - City Wide	150,000	Water Fund Capital Reserve	Trust
18	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
19	Water Treatment Plant & Well Equipment	75,000	Water Fund Capital Reserve	Trust
20	Inflow/Infiltration Study/Mitigation	300,000	Sewer Fund Capital Reserve	Trust
21	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
22	Sewer Main Replacement - City Wide	\$150,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$3,699,000</u>		

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

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2019.10.23 – 170**
Resolution Re: **Appropriation For FY2021 Capital Improvements
Program – Non-Debt Financed Projects**

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2019.10.23 – 170**
Resolution Re: **Appropriation For FY2021 Capital Improvements
Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates capital reserve funds to finance a portion of the FY2021 Capital Improvements Program. In addition, it authorizes the transfer of Capital Reserve Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2020:

Description	Proposed Appropriation	Balance 6/30/2020	Notes
Capital Reserve Funds CIP			
General Fund Capital Reserve	\$1,315,000	\$1,126,548	(1)
Parks Improvements Capital Reserve	\$100,000	\$57,721	(2)
Police Facilities Capital Reserve	285,000	242,944	(3)
Fire & Rescue Facilities Capital Reserve	29,000	33,569	
Recreation Facilities Capital Reserve	25,000	408,551	
School Facilities Capital Reserve	690,000	752,079	
School Curriculum Reserve	300,000	139,443	(4)
Water Fund Capital Reserve	465,000	2,117,995	
Sewer Fund Capital Reserve	490,000	207,631	(5)
Total	3,699,000		

1. The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$900,000 into the reserve is proposed in the CIP FY 2021-2026 to be budgeted during FY2021 as part of the City's General Fund Operating Budget.
2. The Park Improvements Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$112,500 into the reserve is proposed in the CIP FY 2021-2026 to be budgeted during FY2021 as part of the City's General Fund Operating Budget.
3. The Police Facilities Capital Reserve will have sufficient funds for the appropriations as Impact Fees to be collected during FY2021 are expected to provide necessary funds.
4. The School Curriculum Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$350,000 into the reserve is proposed in the CIP FY2021-2026 to be budgeted during FY2021 as part of the School's General Fund Operating Budget.
5. The Sewer Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the Sewer Fund of \$500,000 into the capital reserve is proposed in the CIP FY2021-2026 to be budgeted during FY2021 as part of the City's Sewer Fund Operating Budget.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2018.10.23 – 171**
Resolution Re: **Appropriation For FY2021 Capital Improvements Program and Authorization for Bonding**

WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated, with estimated useful lives in excess of the length indicated, as part of the FY2021 Capital Improvements Program:

Item #	Description	Proposed Appropriations	Life/Yrs	Department	Fund
1	Central Avenue Drainage Work	\$ 1,100,000	20	Comm Serv - PW	General
2	Congestion Mitigation Route 108	1,500,000	20	Comm Serv - PW	General
3	Downtown Traffic Efficiency Improvements	1,400,000	20	Comm Serv - PW	General
4	Street Reconstruction - Oak/Ham/Ela	2,300,000	20	Comm Serv - PW	General
5	Jenny Thompson Renovations	500,000	20	Recreation	General
6	Street/Utility Extension - Waterfront Parcel	2,400,000	20	TIF - Waterfront	TIF
7	Water Main Replacement - Central Avenue - Lower	1,100,000	15	CS - Water	Water
8	Water Main Replacement - Central Avenue - Upper	825,000	15	CS - Water	Water
9	Water Main Replacement - Littleworth Road	1,100,000	15	CS - Water	Water
10	Water Main Replacement - Washington/Main Street	1,400,000	15	CS - Water	Water
11	Sewer Main Extension - Durham Road	1,100,000	15	CS - Sewer	Sewer
12	Sewer Main Replacement - South Central Avenue	550,000	15	CS - Sewer	Sewer
		15,275,000			

AND FURTHER BE IT RESOLVED THAT:

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND FURTHER BE IT RESOLVED THAT:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing eligible Sewer Fund projects provided CWSRF funding is available; and the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing the Water Fund projects provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the programs for eligible identified projects.

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2018.10.23 – 171**
Resolution Re: **Appropriation For FY2021 Capital Improvements
Program and Authorization for Bonding**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Susan Mistretta
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2018.10.23 – 171**
Resolution Re: **Appropriation For FY2021 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2021 Capital Improvements Program financed by debt and authorizes the sale of bonds and/or participation in the CWSRF or DWSRF.

This resolution makes appropriations for projects that are scheduled to be completed over multiple years. The Finance Department requests from all departments with projects to submit cash flow requirements for projects. These cash flow projections are completed to determine the amount by project for the coming bond issuance. Those projects that are not financed or are only partially financed remain as authorized unissued debt and bonded (financed) when the cash need arises.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired: The Net Sewer reflects the amount retired by user fees (total debt retirement less State aid for principal).

Description	City	School	Water	Sewer	Waterfront TIF	Total
FY2021 Authorization	6,800,000	0	4,425,000	1,650,000	2,400,000	15,275,000
FY2021 Retirement	4,529,911	3,140,333	1,202,410	1,531,413	122,542	10,526,609
Net Change	2,270,089	(3,140,333)	3,222,590	118,587	2,277,458	4,748,391

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2019 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	46,657,516	90,945,369	15,545,136	0	0	34,956,992	188,105,013
Authorized - Unissued	9,336,414	545,000	23,028,000	0	0	8,398,409	41,307,823
Total Issued & Unissued	55,993,930	91,490,369	38,573,136	0	0	43,355,401	229,412,836
This Authorization	6,800,000	0	4,425,000	0	0	4,050,000	15,275,000
Grand Total	62,793,930	91,490,369	42,998,136	0	0	47,405,401	244,687,836
Legal Debt Limit	115,937,478	270,520,782	386,458,260	4,000,000	NA	NA	
Unused Capacity	53,143,548	179,030,413	343,460,124	4,000,000			
Percent Unused	45.8%	66.2%	88.9%	100.0%			

Notes: Legal debt limits are based on a percent of equalized assessed value. City 3%, School 7%, Water 10%.

DBIDA limits are set by special legislation.

IP = Industrial Park projects

IB = Industrial Building projects

Exempt includes Sewer, Special Revenue Funds, TIF District, and Tolend Road Landfill debt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2018.10.23 – 171**

Resolution Re: **Appropriation For FY2021 Capital Improvements Program and Authorization for Bonding**

Multi-Year Projects Proposed Bonding Schedule

The following table summarizes the bonding schedule for the proposed debt authorizations. This table shows that for multi-year projects the issuance of bonds will be done based on cash flow requirements per the projects' proposed segments as presented in the Capital Improvements Program.

Item #	Description	Proposed Appropriations	FY2021	FY2022	FY2023	FY2024
1	Central Avenue Drainage Work	1,100,000	150,000	550,000	400,000	
2	Congestion Mitigation Route 108	1,500,000	250,000		900,000	350,000
3	Downtown Traffic Efficiency Improvements	1,400,000	300,000	100,000	1,000,000	
4	Street Reconstruction - Oak/Ham/Ela	2,300,000	900,000	1,400,000		
5	Jenny Thompson Renovations	500,000	12,000	488,000		
6	Street/Utility Extension - Waterfront Parcel	2,400,000	2,400,000			
7	Water Main Replacement - Central Avenue - Lower	1,100,000	100,000		1,000,000	
8	Water Main Replacement - Central Avenue - Upper	825,000	75,000		750,000	
9	Water Main Replacement - Littleworth Road	1,100,000	100,000		1,000,000	
10	Water Main Replacement - Washington/Main Street	1,400,000	1,400,000			
11	Sewer Main Extension - Durham Road	1,100,000	100,000		1,000,000	
12	Sewer Main Replacement - South Central Avenue	550,000	50,000		500,000	
	Total	15,275,000	5,837,000	2,538,000	6,550,000	350,000

Financial Policy Considerations

The proposed debt authorizations contained in this resolution will result in the following City Council adopted Financial Policies not being adhered to:

- A. Water Fund debt shall not exceed 5% of the State of NH legal limit.
- B. Water Fund debt service for any given fiscal year shall not exceed 40% of the total appropriations for the fund.

Water Fund debt will exceed the 5% policy limit in FY2021 and continue through FY2026 as a result of the funding appropriated for Water System Facilities Upgrade in the FY2017 CIP and FY2018 CIP. The Water Fund debt service as a percentage of budget is projected to exceed the 40% policy level in FY2022 and continue through FY2026. This is the result of the funding appropriated for Water System Facilities Upgrade in FY2017 and FY2018 CIPs, as well as the \$4,425,000 proposed for debt financing in this resolution.

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to the projects proposed to be bonded in FY2021. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2018.10.23 – 171**
 Resolution Re: **Appropriation For FY2021 Capital Improvements Program and Authorization for Bonding**

CIP Only					CIP Only				
Net Change in Property Tax Rates					Net Change in Utility Rates				
	2021	2022	2023			2021	2022	2023	
City	0.07	0.17	0.27		Water	0.25	0.53	0.83	
School	0.00	0.01	0.08		Sewer	0.02	0.06	0.22	
Total Change	0.07	0.18	0.35		Total Change	0.27	0.59	1.05	
Est Tax Rate	25.50	25.68	26.03		Est Utility Rate	14.72	15.31	16.36	
% Change City	0.74%	1.79%	2.82%		% Change Water	4.63%	9.38%	14.00%	
% Change School	0.00%	0.09%	0.70%		% Change Sewer	0.22%	0.66%	2.41%	
% Change Total	0.28%	0.71%	1.37%		% Change Total	1.87%	4.01%	6.98%	
Including Prior Year Authorizations					Including Prior Year Authorizations				
Net Change in Property Tax Rates					Net Change in Utility Rates				
	2021	2022	2023			2021	2022	2023	
City	0.10	0.12	0.00		Water	0.45	1.57	(0.13)	
School	0.05	(0.07)	0.03		Sewer	0.20	0.28	(0.03)	
Total Change	0.15	0.05	0.03		Total Change	0.65	1.85	(0.16)	
Est Tax Rate	25.58	25.63	25.66		Est Utility Rate	15.10	16.95	16.79	
% Change City	1.06%	1.26%	0.00%		% Change Water	8.33%	26.84%	-1.87%	
% Change School	0.44%	-0.61%	0.26%		% Change Sewer	2.21%	3.03%	-0.32%	
% Change Total	0.59%	0.20%	0.12%		% Change Total	4.50%	12.25%	-0.98%	
Rate per \$1,000 of Assessed Value					Rate per 100 Cubic Feet of Water Consumption				

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY19 estimated assessed value at \$322,183 with 75 HCF of average water usage.

Impact to Average Single Family Home				
				Change
				After
Description	Yr1	Yr2	Yr3	3 Years
CIP Only				
Property Tax	23	58	113	193
Water Fees	19	40	62	121
Sewer Fees	2	5	17	23
Total Avg SFH Impact	43	102	192	337
Including PY Authorizations				
Property Tax	32	39	-	71
Water Fees	34	118	(10)	142
Sewer Fees	15	21	(2)	34
Total Avg SFH Impact	81	177	(12)	246



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2019.10.23 – 172**
Resolution Re: Reprogram Unexpended Bond Proceeds from Sidewalk
Upper Whittier Street project to Chapel
Restoration/Facilities & Grounds Office Project

WHEREAS: On an annual basis the City Council adopts the Capital Improvements Program (CIP), which includes the Debt Financing authorization for certain CIP projects; and

WHEREAS: There is \$225,734 of unexpended bond proceeds from the Sidewalk Upper Whittier Street project, where the determination has been made that the project will be deferred until a future year as available funding is substantially less than needed to complete the project; and

WHEREAS: The City has identified the immediate need for additional funding for the Chapel Restoration/Facilities & Grounds Office project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of \$225,734 of unexpended bond proceeds is hereby reprogrammed from the Sidewalk Upper Whittier Street to Chapel Restoration/Facilities & Grounds Office project as follows:

		Available	Reprogram	Adjusted
Project Number	Project Description	Balance	Adjustment	Balance
4018.1.300.43124.4715.03124.18	Sidewalk Upper Whittier Street	225,734.00	(225,734.00)	0.00
4018.1.300.41951.4725.01105.18	Chapel Restore/Facilities & Grounds Office	0.00	225,734.00	225,734.00
4020.1.300.41951.4725.01105.20	Chapel Restore/Facilities & Grounds Office	2,280,500.00	0.00	2,280,500.00
	Total Available Funding	2,506,234.00	0.00	2,506,234.00

NOTE: This resolution reprograms unexpended bond proceeds and therefore requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Sue Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2019.10.23 – 172**
Resolution Re: Reprogram Unexpended Bond Proceeds from Sidewalk
Upper Whittier Street project to Chapel
Restoration/Facilities & Grounds Office Project

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This resolution does not authorize any additional appropriation. The City Council previously authorized the appropriation for the Sidewalk – Upper Whittier Street project. This resolution does not authorize an increase in the indebtedness of the City. The City Council previously authorized debt financing the identified project. This resolution reprograms funding from the Sidewalk – Upper Whittier Street project to Chapel Restoration/Facilities & Grounds Office project.

On November 9, 2016 the Dover City Council approved the FY2018 Capital Improvements Program (CIP) authorization for bonding of \$275,000 for the Sidewalk – Upper Whittier Street project. This project went out to bid and bid results were more than twice the project budget. The City administration is recommending deferring this project until a later year and include a new project request and dollar amount in a future CIP. Thereby, the existing funding for the Upper Whittier Street Sidewalk could be reprogrammed to an active project that needs additional funding.

The Facilities & Grounds Office project is in underway. This project was approved by the City Council on December 12, 2018 as part of the FY2020 CIP. The company preparing preliminary designs has developed an initial cost estimate for the project. The project costs are estimated higher than the available budget for the project. Therefore, City administration is recommending reprogramming the funds from Sidewalk – Upper Whittier Street to the Facilities & Grounds Office project.

Document Created by: Finance Department
Document Posted on: October 17, 2019

R-2019.10.23 Reprogram Unexpended Bond Proceeds
from Sidewalk Upper Whittier Street project to Chapel
Restoration and Facilities & Ground Office Project.doc
Page 2 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2019.10.23 – 173**
Resolution Re: Rescind CIP Projects Authorized to be Bonded Unissued
Small Balances

WHEREAS: There are existing minor balances of authorizations for bonding in the FY14, FY16, and FY18 Capital Improvements Programs (CIPs) that remain unissued; and

WHEREAS: The issuance of general obligation bonds are typically in increments of \$5,000.00; and

WHEREAS: There will be no future opportunity to issue bonds for the minor balances of these authorizations for bonding; and

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

The following CIP authorizations for bonding are hereby rescinded:

	CIP	Date	Amount	Amount	Amount	Year
Project Name	Fiscal Year	Authorized	Authorized	Bonded	To Rescind	Bonded
New Police Facility	2014	12/12/2012	\$8,702,479	\$8,700,000	\$2,479	2014
Sidewalk - Mast Rd/Spruce Lane	2014	12/12/2012	\$149,525	\$149,500	\$25	2019
WWTP - Facility Upgrade	2014	12/12/2012	\$8,937,236	\$8,937,165	\$71	2017/2019
Total FY2014 CIP Authorization for Bonding to be Rescinded:					\$2,575	
Stormwater Imprv. Keating & Birchwood	2016	11/12/2014	\$1,000,000	\$999,965	\$35	2019
Sewer Improv. Keating & Birchwood	2016	11/12/2014	\$1,050,000	\$1,049,927	\$73	2019
Total FY2016 CIP Authorization for Bonding to be Rescinded:					\$108	
Public Safety Communication Upgrade	2018	1/25/2017	\$1,334,490	\$1,334,000	\$490	2017
Total FY2018 CIP Authorization for Bonding to be Rescinded:					\$490	

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Sue Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2019.10.23 – 173**
Resolution Re: Rescind CIP Projects Authorized to be Bonded Unissued
Small Balances

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2019.10.23 – 173**
Resolution Re: Rescind CIP Projects Authorized to be Bonded Unissued
Small Balances

RESOLUTION BACKGROUND MATERIAL:

As part of the FY2014 CIP authorization for bonding, the City council approved bonding \$8,702,479 for the New Police Facility. In June 2014 the city issued general obligation bonds. In that bond issue was \$8,700,000 under the authorization for the New Police Facility. In order to keep the overall bond sale based upon increments of \$5,000.00 there was \$2,479 from the New Police Facility authorization that was not bonded. This remaining authorization needs to be rescinded to remove it from the city's ledger of unissued long term debt authorizations.

As part of the FY2014 CIP authorization for bonding, the City council approved bonding \$149,525 for the Sidewalks – Mast Rd/Spruce Lane. In June 2019 the city issued general obligation bonds. In that bond issue was \$149,500 under the authorization for the Sidewalk Mast Rd/Spruce Lane. In order to keep the overall bond sale based upon increments of \$5,000.00 there was \$25 from the Sidewalk Mast Rd/Spruce Lane authorization that was not bonded. This remaining authorization needs to be rescinded to remove it from the city's ledger of unissued long term debt authorizations.

As part of the FY2014 CIP authorization for bonding, the City council approved bonding \$8,937,236 for the WWTP – Facility Upgrade. In April 2017 the city finalized a loan with NH Department of Environmental Services through the Clean Water State Revolving Loan program. This resulted in \$598,071 remaining as unissued debt authorization. In June 2019 the city issued general obligation bonds. In that bond issue was \$598,000 under the authorization for the WWTP – Facility Upgrade. In order to keep the overall bond sale based upon increments of \$5,000.00 there was \$71 from the WWTP – Facility Upgrade authorization that was not bonded. This remaining authorization needs to be rescinded to remove it from the city's ledger of unissued long term debt authorizations.

As part of the FY2016 CIP authorization for bonding, the City council approved bonding \$1,000,000 for the Stormwater Improvements on Keating/Birchwood. In March 2019 the city finalized a loan with NH Department of Environmental Services through the Clean Water State Revolving Loan program. This resulted in \$175,435 remaining as unissued debt authorization. In June 2019 the city issued general obligation bonds. In that bond issue was \$175,400 under the authorization for the Keating/Birchwood project. In order to keep the overall bond sale based upon increments of \$5,000.00 there was \$35 from the Keating/Birchwood authorization that was not bonded. This remaining authorization needs to be rescinded to remove it from the city's ledger of unissued long term debt authorizations.

As part of the FY2016 CIP authorization for bonding, the City council approved bonding \$1,050,000 for the Sewer Improvements on Keating/Birchwood. In March 2019 the city finalized a loan with NH Department of Environmental Services through the Clean Water State Revolving Loan program. This resulted in \$316,573 remaining as unissued debt authorization. In June 2019 the city issued general obligation bonds. In that bond issue was \$316,500 under the authorization for the Keating/Birchwood project. In order to keep the overall bond sale based upon increments of \$5,000.00 there was \$73 from the Keating/Birchwood authorization that was not bonded. This remaining authorization needs to be rescinded to remove it from the city's ledger of unissued long term debt authorizations.

As part of the FY2018 CIP authorization for bonding, the City council approved bonding \$1,334,490 for the Public Safety Communications Upgrade. In November 2017 the city issued general obligation bonds. In that bond issue was \$1,334,000 under the authorization for the Public Safety Communications Upgrade. In order



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2019.10.23 – 173**

Resolution Re: Rescind CIP Projects Authorized to be Bonded Unissued
Small Balances

to keep the overall bond sale based upon increments of \$5,000.00 there was \$490 from the Public Safety Communications Upgrade authorization that was not bonded. This remaining authorization needs to be rescinded to remove it from the city's ledger of unissued long term debt authorizations.

This resolution does not increase or decrease any appropriations for these CIP projects or any Operating Budget funds. Whereas, these small balances represent expenditures that need to be financed in order to have project expenditures equal to project revenues, there will be operating budget transfers from the following City funds:

\$3,029.00 from the City's General Fund operating budget to finance the \$2,479 (Police Facility), \$25 (Sidewalk Mast Rd/Spruce Lane), \$35 (Stormwater Keating/Birchwood), and \$490 (Public Safety Communication Upgrade).

\$144.00 from the City's Sewer Fund operating budget to finance the \$71 (WWTP Facility Upgrade) and \$73 (Sewer Keating/Birchwood).



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R - 2019.10.23 – 174**

Resolution Re: Appropriation of Recreation Facilities Capital Reserve
Funds for Skate Park and Park Street Park

WHEREAS: The City began collecting impact fees in 2003 and since that time fees have been appropriated to fund Capital Improvement Projects; and

WHEREAS: The City Council desires to make public improvements to expand existing park infrastructures; and

WHEREAS: The City has available funds in the Recreation Facilities Capital Reserve to complete the desired capital improvement projects; and

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

The amount of \$151,846 is hereby appropriated from the Recreation Facilities Capital Reserve, as part of the FY2020 Capital Improvements Program, for the following projects:

		Proposed	Revised
Account Number	Account Description	Appropriation	Budget
4020.1.350.45220.4715.05318.20.000.000.700	Skate Park Improvements	121,846.00	121,846.00
4020.1.350.45220.3918.05318.20.000.000.R90	Skate Park - Transfer from Trust Fund	(121,846.00)	(121,846.00)
4020.1.350.45220.4715.053xx.20.000.000.700	Park Street Park Improvements	30,000.00	30,000.00
4020.1.350.45220.3918.053xx.20.000.000.R90	Park St Park - Transfer from Trust Fund	(30,000.00)	(30,000.00)

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

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

Recorded by: Sue Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R - 2019.10.23 – 174**

Resolution Re: Appropriation of Recreation Facilities Capital Reserve
Funds for Skate Park and Park Street Park

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 Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R - 2019.10.23 – 174**

Resolution Re: Appropriation of Recreation Facilities Capital Reserve
Funds for Skate Park and Park Street Park

RESOLUTION BACKGROUND MATERIAL:

The City began collecting impact fees in 2003. Since that time fees have been allocated as part of the annual Capital Improvement's Program. Outside of that cycle, fees may be allocated for projects that are expanding existing infrastructure (not maintaining or repairing existing infrastructure). Currently, the account for the recreation impact fees has funds beyond those allocated through the Capital Improvement's Program. As such, staff identified two recreation sites that are in need of funds to add features or amenities.

The Skate Park located on River Street needs to be relocated to make room for the proposed waterfront development. As part of the relocation project the infrastructure for the park will be expanded. These new features can be paid for using Impact Fees, collected from developers to enhance Dover's recreational amenities.

Park Street Park was rehabilitated almost a decade ago. As part of that rehabilitation there were elements that were not installed (including a paved walkway around the perimeter). Funds collected from a developer in the area will be used in conjunction with impact fees collected for providing these new features to the residents in this growing neighborhood.

The Recreation Facilities Capital Reserve has an available balance of \$541,846, after appropriating funding as proposed in the FY2021 – FY2026 Capital Improvements Program, the capital reserve will have an available balance of \$151,846. Appropriating \$30,000 for Park Street Park and \$121,846 for Skate Park will utilize the remaining balance in the Recreation Facilities Capital Reserve.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2019.10.23 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Section: 56. Schedule I - No Parking at Any Time

The City of Dover Ordains:

1. PURPOSE

The purpose of this Ordinance is to revise Section 56. No Parking at Any Time, Schedule I.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 56. No Parking at Any Time, Schedule I. as follows:

166- 56. SCHEDULE I: No Parking at Any Time.

In accordance with the provisions of 166-20, it shall be unlawful for the owner of any vehicle or any persons having custody or control of any vehicle to park or permit to be parked in the following locations within the City of Dover, and any vehicle found to be in violation of the aforementioned provisions may be towed by the direction of the Police Department and the expense of such towing born by the owner of the vehicle.

<u>STREET</u>	<u>LOCATION</u>
Abbey Lane	Southerly side, from the intersection with Rutland Street easterly to the end of said Abbey Lane
Abbott Street [Added on 04-18-01 by Ord. No. 04-2001]	Southerly side, from the intersection with Central Avenue westerly to the intersection with Mount Vernon Street
Academy Street [Added on 05-15-02 by Ord. No. 18-2002]	Both sides, northerly for a distance of 100 feet starting at the intersection of Church Street
Alumni Drive	Both sides, from the intersection with Bellamy Road easterly to the intersection of Durham Road
Angle Street [Added on 01-29-92 by Ord. No. 02-92; Amended on 05-15-2002 by Ord. No. 18-02]	Northerly side from Academy Street to Central Avenue
Arch Street [Added on 01-17-01 by Ord. No. 17-00; Amended on 07-17-02 by Ord. No. 25-02]	Both sides, from the intersection with Silver Street northerly to the intersection of West Concord Street



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Ash Street [Added on 10-19-94 by Ord. No. 21-94]	Southerly side from intersection with Central Avenue westerly to the parking lot entrance in the rear of #678 Central Avenue
Atkinson Street [Added on 12-16-92 by Ord. No. 32-92]	Easterly side, from the intersection with Washington Street southerly to the intersection with Silver Street
Ayers Lane [Added on 09-15-04 by Ord. No. 17-2004]	Both sides, entire length
Baker Street [Added on 05-25-11 by Ord. No. 2011.05.11-06]	Southerly side from the intersection of East Concord Street easterly for a distance of 300 feet
Belknap Street	Easterly side, from the intersection with Washington Street to the intersection with St. Thomas Street
Belknap Street	<u>Westerly side, from the intersection with Silver Street northerly to the intersection with Washington Street, between December 1 and April 1</u>
Bellamy Road [Added on 05-01-91 by Ord. No. 14-91; Amended on 10-19-94 by Ord. No. 22-94; Amended on 08-13-08 by Ord. No. 2008.07.23-7]	Easterly side, from the intersection with Cataract Avenue southerly to Alumni Drive
Bellamy Road [Added on 04-19-00 by Ord. No. 05-2000]	Easterly side from Alumni Drive southerly for a distance of 440 feet
Bellamy Road [Added on 04-19-00 by Ord. No. 05-2000]	Westerly side, from the Bellamy River Bridge southerly to 200 feet beyond Lisa Beth Drive
Boyle Street [Added on 03.14.12 by Ord. No 2012.02.22-5]	Northerly side, from Court street Easterly for a distance of 200 feet
Brick Road [Added on 12-09-2015 by Ord. No. 2015.10.28-027]	Northerly side, from the intersection of Central Avenue easterly for a distance of 100 feet



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Broadway [Added on 01-13-88 by Ord. No. 32-87; Amended on 07-17-02 by Ord. No. 21-02]	Easterly side, from the PSNH pole #114/25 (a point across from Florence Street) northerly to the intersection with Oak Street
Canney Lane [Added on 02-16-05 by Ord. No. 04-2005]	Northerly side, entire length
Central Avenue	Both sides, from the intersection with Back River Road easterly to the intersection with Stark Avenue
Central Avenue [Added on 01-04-90 by Ord. No. 32-89]	Easterly side, from the intersection with Ham Street northerly for a distance of 35 feet
Central Avenue [Added on 05-08-85 by Ord. No. 05-85]	Easterly side, from the intersection with Pierce Street northerly to the driveway of 547 Central Avenue (formerly Seacoast Savings Bank)
Central Avenue	Easterly side, from the PS pole #1/1305 to the island of PS pole #1/130A
Central Avenue [Added on 05-18-88 by Ord. No. 03-88]	Easterly side from the south property line of 633 Central Avenue to the driveway of 655 Central Avenue
Central Avenue	[Repealed on 09-16-92 by Ord. No. 24-92]
Central Avenue [Amended 02-26-86 by Ord. No. 01-86; amended 09-16-92 by Ord. N. 24-92]	Easterly side, from the intersection with South Pine Street Southerly to the PSNH pole number 1/147
Central Avenue [Added on 07-20-94 by Ord. No. 08-94]	Easterly side from the intersection with Indian Brook Drive southerly to the PSNH pole number 1/71
Central Avenue	Easterly side from Washington Street north for a distance of 320 feet.
Central Avenue [Added on 01-19-94 by Ord. No. 35-93]	Easterly side, from the southerly driveway of 189 Central Avenue northerly to the intersection with George Street



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Central Avenue [Added on 03-12-86 by Ord. No. 03-86; Amended on 01-19-94 by Ord. No. 35-93]	Westerly side, from Church Street to Silver Street, except during Sunday Religious Services at the First Parish Church
Central Avenue	Westerly side, from the intersection with Indian Brook Drive southerly to the intersection with Reservoir Street
Central Avenue [Added on 02-26-86 by Ord. No. 01-86]	Westerly side, from the driveway to 146 Central Avenue southerly to a point 30 feet south of intersection with Trakey Street
Chapel Street	Both sides from the intersection with Portland Avenue westerly to St. John Street
Chapel Street [Added on 07-19-89 by Ord. No. 16-89]	Northerly side, from the intersection with Main Street easterly to St. John Street
Charles Street [Added on 04.23.14 by Ord. No. 2014.04.09-005]	Northerly side, from Central Avenue easterly for a distance of 150 feet
Charles Street [Added on 04.23.14 by Ord. No. 2014.04.09-005]	Southerly side, from Central Avenue easterly for a distance of 240 feet
Chestnut Street [Added on 11-21-90 by Ord. No. 21-90]	Both sides, from the intersection with Washington Street northerly to the intersection with Third Street
Chestnut Street	Both sides, from the intersection with Washington Street southerly to the intersection with St. Thomas Street
Chestnut Street	Westerly side, from the intersection with Fourth Street northerly for 50 feet
Church Street [Added on 03-12-86 by Ord. No. 03-86; Amended on 03-16-94 by Ord. No. 04-94]	Northerly side, from the intersection with Central Avenue westerly to the intersection with Locust Street, except for school buses and parents picking up or discharging students or during church services at the First Parish Congregational Church. When both student pick-up/discharge and church services occur at the same time, school buses alone shall take precedence



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Church Street	[Repealed on 03-12-86 by Ord. No. 03-86]
Clifford Street [Added on 11-15-95 by Ord. No. 17-95]	Northerly side, from the intersection with Towle Avenue easterly for a distance of thirty (30) feet
Court Street [Added on 03-20-02 by Ord. No. 11-2002]	Northerly side, from Central Avenue to Boyle Street
Court Street [Added on 02-19-03 by Ord. No. 02-2003]	Northerly side, from the intersection with Union Street easterly for a distance of 110 feet
Court Street	Southerly side, from the intersection with Central Avenue to the intersection with Union Street
Court Street [Added on 04-24-2013 by Ord. No. 2013.04.10-7]	Southerly side, from South Pine Street westerly for a distance of 100 feet
Cushing Street	[Repealed on 05-15-02 by Ord. No. 18-2002] <u>Easterly side, the entire length, between December 1 and April 1</u>
Cushing Court	[Repealed on 05-15-02 by Ord. No. 18-2002]
Dover Street [Added on 03-20-02 by Ord. No. 10-2002; Amended 07-17-02 by Ord. No. 24-2002]	Northerly side, from the easterly corner of the property at 18-20 Dover Street, westerly for a distance of 135 feet, from 7:00 a.m. to 5:00 p.m. Monday through Friday
Durham Road	[Repealed on 03-25-09 by Ord. No. 2009.03.11-7]
Durham Road	[Repealed on 03-25-09 by Ord. No. 2009.03.11-7]
Durham Road [Added 03-25-09 by Ord. No. 2009.03.11-7]	Both sides, from the intersection of Back River Road to the intersection of Mast Road



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Durrell Street [Added on 07-18-90 by Ord. No. 12-90; Amended 05-115-02 by Ord. No. 18-2002]	The entire length of the northerly and westerly sides, from St. John's Street to Winter Street
East Watson Street [Added on 10-15-97 by Ord. No. 22-97]	Both sides, from the intersection with Central Avenue easterly to the intersection with South Watson Lane
Essex Street	<u>Southwesterly side, from the intersection with Portland Avenue northwesterly to the dead end, between December 1 and April 1</u>
Ezra's Way [Added on 03-14-2007 by Ord. No. 2007.02.14-03]	Easterly side, Entire length
Fern Court [Added on 06-15-94 by Ord. No. 07-94]	Westerly side from the intersection with Folsom Street, northerly, and then westerly to the dead end
Fifth Street [Added on 07-25-01 by Ord. No. 17-01]	Northerly side, from the intersection with Central Avenue westerly to Chestnut Street,
Fifth Street	<u>Northerly side, from the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1</u>
First Street [Added on 10-10-84 by Ord. No. 20-84; amended on 09-03-2014 by Ord. No. 2014-08-13-014]	Northerly side, from the westerly driveway of 1 First Street easterly to the intersection with Central Avenue
Forest Street	<u>Northwesterly side, the entire length, between December 1 and April 1</u>
Fourth Street	Southerly side, from the intersection with Chestnut Street westerly for a distance of 100 feet
Fourth Street [Added on 07-18-90 by Ord. No. 11-90]	Southerly side, from the intersection with Chestnut Street easterly to Public Service Pole #53/1A



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2019.10.23 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Section: 56. Schedule I - No Parking at Any Time

Fourth Street [Added on 03-24-10 by Ord. No. 2010.03.10-05]	Southerly side, from the Cochecho River bridge easterly to the intersection of Frances Drive, a distance of 250 feet
Fourth Street	<u>Northerly side from the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1</u>
Folsom Street	<u>Southerly side, the entire length, between December 1 and April 1</u>
Garrison Road [Added on 05-15-91 by Ord. No. 21-91]	Southerly side, from the intersection with Shadow Drive easterly to the intersection with Meridian Drive
George Street [Added on 03-14-84 by Ord. No. 08-84; Amended on 03-16-94 by Ord. No. 03-94; Amended on 05-15-02 by Ord. No. 18-2002]	Southeasterly side from the northeast corner of the property line of 233 Central Avenue northeasterly to the intersection with Sonnett Street
George Street [Added on 10-26-2016 by Ord. No. 2016.10.12-013]	Northwesterly side from the intersection with Sonnett Street to the intersection with Henry Law Avenue, except where individual parking spaces are marked by the City
Green Street	[Repealed on 05-30-90 by Ord. No. 07-90]
Greenfield Drive [Added on 02-17-99 by Ord. No. 02-99]	Northerly side from the intersection with Garrison Road easterly to the northwest corner of Greenfield Drive traffic circle
Ham Street	Northerly side, from Central Avenue to Park Street
Hampshire Circle [Added on 10-26-83 by Ord. No. 29-83; Amended on 10-19-94 by Ord. No. 20-94]	Northerly side from the southerly intersection with Whittier Street continuing around on that side of Hampshire Circle to the northerly intersection with Whittier Street
Hancock Street	<u>Southwesterly side, the entire length, between December 1 and April 1</u>



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Hanson Street	Both sides, entire length
Henry Law Avenue	Westerly side, from the intersection with Williams Street southerly to the intersection with George Street
Henry Law Avenue (Added on 02-11-09 by Ord. No. 2009.01.28-02)	Westerly side, from the intersection of George Street southerly to a point directly across from Towne Drive
Henry Law Avenue (Added on 02-11-09 by Ord. No. 2009.01.28-02)	Westerly Side, from the intersection of Browning Drive northerly for a distance of 75 feet
Henry Law Avenue (Added on 02-11-09 by Ord. No. 2009.01.28-02)	Easterly side, from the Maglaras Park entrance road to Browning Drive
Horne Street [Added on 05-15-91 by Ord. No. 21-91]	Westerly side, from the intersection with Glencrest Avenue southerly to the driveway of 68 Horne Street
Ivan's Lane [Added on 02-18-06 by Ord. 01-2006]	North side, entire length
Industrial Park Drive [Added on 05-23-2018 by Ord No. 2018.05.09-004]	Easterly, then southerly side (inside of curve) from the westernmost driveway from 89 Industrial Park Drive (Eversource pole #305/12B), northerly, then easterly to the driveway of 115 Industrial Park Drive (Eversource pole
Kirkland Street [Added on 05-20-92 by Ord. No. 14-92; Amended on 01-15-97 by Ord. No. 20-96; Amended on 01-15-97 by Ord. No. 20-96; Amended on 05-15-02 by Ord. No. 18-2002 Amended on 09-17-03 by Ord. No. 14-2003]	Southerly side,
Lexington Street	Easterly side, the entire length, between December 1 and April 1
Lincoln Street	Northerly side, the entire length, between December 1 and April 1



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Lisa Beth Drive [Added on 02-16-00 by Ord. No. 02-2000; Amended on 04-19-00 by Ord. No. 05-2000]	[Repealed on 08-13-08 by Ord. No. 2008.07.23-7]
Locust Street [Added on 05-14-86 by Ord. No. 07-86]	Easterly side, from the intersection with Silver Street southerly to the intersection with Central
Locust Street [Added on 07-12-06 by Ord. No. 2006.06.28-09]	Easterly side, from the intersection with St. Thomas Street southerly to the intersection with Silver Street
Locust Street	[Repealed on 03-20-02 by Ord. No. 05-2002]
Long Hill Road	Both sides, from the intersection with New Rochester Road (Route 108) westerly to the intersection with Old Rochester Road (Route 16B)
Main Street	Easterly side, from the intersection with Washington Street northerly to the intersection with Chapel Street
Mechanic Street	[Repealed on 07-19-89 by Ord. No. 13-89]
Mechanic Street [Added on 07-19-89 by Ord. No. 13-89]	Both sides, from intersection of School Street northerly to the intersection of Chapel Street
Middle Street	[Repealed 05-15-02 by Ord. No. 18-2002]
Mill Street [Added on 10-11-89 by Ord. No. 22-89; Amended 02-16-2005 by Ord. No. 02-2005]	Both sides, from a point 370 feet from Central Avenue easterly for a distance of 700 feet
Mineral Park Drive [Added on 12-26-83 by Ord. No. 29-83]	Northerly side, from the intersection with Washington Street to the intersection with Pleasant View Circle
Morin Street [Added on 06-19-93 by Ord. No. 12-93]	Both sides, from the intersection with Central Avenue, westerly to PSNH pole #1/18B
Nelson Street	Southerly side, from the intersection with Atkinson Street westerly to the intersection with Belknap Street



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Nelson Street	Southerly side, from the intersection with Locust Street westerly to the intersection with Atkinson Street, between December 1 and April 1
New York Street	Both sides, from the intersection with Broadway to the intersection with East Street
New York Street [Added on 11-02-88 by Ord. No. 19-88]	Southerly side, from the intersection with Central Avenue easterly to the Public Service Pole 111/12
North Pine Street	[Repealed on 05-15-02 by Ord. No. 18-2002]
Old English Village Road	Southerly side, from the intersection with Central Avenue easterly to the Rollinsford Town Line
Old Garrison Road [Added on 03-15-95 by Ord. No. 01-95]	Both sides, along the entire 510 foot frontage of Tax Map J, Lot 10-6, owned by State of NH Fish and Game Dept.
Old Rollinsford Road [Added on 05-15-02 by Ord. No. 18-2002]	Both sides, from the intersection with Central Avenue to the Wentworth Douglass Hospital
Orchard Street	Both sides, from the intersection with Central Avenue westerly to the intersection with Chestnut Street
Orchard Street Lot service road [Added on 11-17-04 by Ord. No. 19-2004]	Both sides, entire length from its intersection with Orchard Street northerly, then westerly to its exit to Orchard Street lot
Overlook Drive [Added on 02-16-05 by Ord. No. 04-2005]	Westerly side, entire length
Park Street Park Parking Lot [Added on 04-12-2017 by Ord. No. 2017.03.22-004]	No parking during the hours of 8:30 p.m. to 7:00 a.m. during the period of April 1 st through September 30 th and during the hours of 7:00 p.m. to 7:00 a.m. during the period of October 1 st through March 31 st
Paul Street [Added on 09-20-95 by Ord. No. 12-95]	Easterly side, from the intersection with Henry Law Avenue, to the intersection with Wallingford Street
Pierce Street	Both sides, entire length



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Plaza Drive [Added on 12-15-93 by Ord. No. 33-93]	Easterly side, from the intersection with Glenwood Avenue northerly to the intersection with Northway Circle
Pleasant View Circle [Added on 10-26-83 by Ord. No. 29-83]	On the westerly side from the intersection with Washington Street northerly to the intersection with Whittier Street
Portland Avenue [Added on 12-15-93 by Ord. No. 30-93]	Easterly side, from the north boundary of 161 Portland Avenue southerly to the north boundary of 149 Portland Avenue
Portland Avenue	[Repealed on 07-18-89 by Ord. No. 17-89]
Portland Avenue [Added on 07-19-89 by Ord. No. 17-89]	Southerly side of the intersection with Chapel Street easterly and westerly for a distance of 100 feet
Portland Avenue [Added on 07-13-83 by Ord. No. 21-83; Amended on 12-09-2015 by Ord. No. 2015.10.28-028]	Westerly side, from the intersection of Oak Street southerly for a distance of 600 feet
Portland Avenue [Added on 09-15-93 by Ord. No. 22-93]	Northerly side, from PSNH pole 119/3A to the entrance of the Portland Avenue Parking Lot
Portland Avenue [Added on 06-19-93 by Ord. No. 14-93]	Northerly side from the intersection with Chapel Street to the entrance with Portland Avenue parking lot
Preble Street [Added on 07-13-83 by Ord. No. 21-83; Amended on 03-06-91 by Ord. No. 06-91; Amended on 01-19-94 by Ord. No. 01-94]	Southerly side, from the intersection with Central Avenue easterly then southerly along the westerly side to the intersection with Pierce Street
Quaker Lane [Added on 02-16-05 by Ord. No. 04-2005]	Westerly side, entire length
River Street [Added on 04-19-89 by Ord. No. 07-89]	Westerly side, from the intersection with Henry Law northerly to Washington Street
River Street [Added on 04-19-89 by Ord. No. 07-89]	Easterly side, from the intersection with Henry Law Avenue northerly for a distance of 130 feet



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Rogers Street [Added on 01-18-06 by Ord. No. 24-2005]	Westerly side, from the intersection with Cochecho Street northerly for a distance of 400 feet
Rogers Street	Southwesterly side, the entire length, between December 1 and April 1
Rollins Road	[Repealed on 05-15-02 by Ord. No. 18-2002]
Royer Lane [Added on 09-15-04 by Ord. No. 17-2004]	Both sides, entire length
Sandpiper Drive [Added on 09-17-03 by Ord. No. 17-2003]	Southerly side, from the intersection with Watson Road to the cul-de-sac
School Street [Added on 08-03-88 by Ord. No. 12-88]	Southerly side, from the westerly entrance to the School Street Parking Lot easterly to the intersection with Mechanic Street
Shaw's Lane [Added on 07-17-02 by Ord. No. 22-2002]	Easterly side, entire length from Garrison Road to Tideview Drive
Silver Street [Added on 01-19-94 by Ord. No. 34-93; Amended on 12-26-2016 by Ord. No. 2016.10.12-013]	North side, from the intersection with Central Avenue westerly to the intersection with Knox Marsh Road
Silver Street [Added on 01-19-94 by Ord. No. 34-93; Amended on 12-26-2016 by Ord. No. 2016.10.12-013]	South side, from the intersection with Central Avenue westerly to the intersection with Knox Marsh Road
Smith Well Road [Added on 01-11-12- by Ord. No. 2011.12.14-15]	Westerly side, from Glenwood Ave to Barry St
Sonnet Street	Both sides, from the intersection with George Street easterly to the intersection with Hanson Street
South Pine Street	[Repealed on 12-07-88 by Ord. No. 21-88]



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2019.10.23 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Section: 56. Schedule I - No Parking at Any Time

South Pine Street [Added 12-07-88 by Ord. No. 21-88]	North side, from the intersection with Central Avenue easterly and northerly to the intersection with Court Street
South Pine Street [Added on 12-07-88 by Ord. No. 21-88; Amended on 03-20-02 by Ord. No. 08-2002]	Southerly side, from the intersection with Central Avenue easterly and northerly to the intersection with Court Street excluding the area between public service pole 150/4 easterly to public service pole 150/7A
Spring Street [Amended on 10-14-09 by Ord. No. 2009.09.23-16]	Northerly side, from Central Avenue to Locust Street
St. John Street	Easterly side, from the intersection with Broadway southerly to the intersection with Chapel Street
St. Thomas Street [Added on 12-15-93 by Ord. No. 31-93]	[Repealed on 02-19-03 by Ord. No. 01-2003]
St. Thomas Street [Added on 05-20-92 by Ord. No. 14-92]	[Repealed on 02-19-03 by Ord. No. 01-2003]
Susannah's Crossing [Added on 03-14-2007 by Ord. No. 2007.02.14-03]	Southerly side, entire length of publicly accepted portion of the street
Summer Street	<u>Southerly side from the intersection with Central Avenue westerly to the intersection with Belknap Street, between December 1 and April 1</u>
Third Street	[Repealed on 04-19-89 by Ord. No. 06-89]
Third Street	Northerly side, from the intersection with Central Avenue westerly to the intersection with Chestnut Street
Third Street [Added on 10-08-86 by Ord. No. 16-86]	Northerly side, from the driveway of 33 Third Street westerly for 15 feet
Third Street	<u>Northerly side from the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1</u>



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **56. Schedule I - No Parking at Any Time**

Towle Avenue [Added on 11-15-95 by Ord. No. 14-95]	Easterly side, from the intersection with Clifford Street northerly for a distance of thirty (30) feet
Towle Avenue [Added on 11-15-95 by Ord. No. 14-95]	Westerly side, from the intersection with Clifford Street northerly for a distance of thirty (30) feet
Twombly Street	Northerly and easterly sides, from the intersection with Preble Street easterly and southerly to the intersection with Pierce Street
Union Street	Westerly side, from the intersection with Court Street northerly to the intersection with Federal Street
Washington Street	Easterly side, between the intersection with Pleasant View Circle northerly to the intersection with Mineral Park Drive
Washington Street	Southerly side, from the intersection with Locust Street westerly for a distance of 56 feet
Washington Street [Added on 05-17-00 by Ord. No. 09-2000]	Southerly side, from the easterly most driveway of 150 Washington Street to Atkinson Street
Washington Street [Added on 3-11-09 by Ord. No. 2009.02.25-05]	Westerly side, from the intersection of Morrison Lane northerly for a distance of 150 feet
Whittier Street	Both sides, from the intersection with Mineral Park Drive northerly to the Whittier Street Bridge
Willand Avenue	[Repealed on 09-20-95 by Ord. No. 11-95]
Wildewood Lane [Added on 03-17-04 by Ord. No. 05-2004]	Northeasterly side, from Sixth Street to Cottonwood Drive
Wildewood Lane [Added on 03-17-04 by Ord. No. 05-2004]	Both sides, from the intersection of Cottonwood Drive to the beginning of the cul-de-sac



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2019.10.23 – 013**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **56. Schedule I - No Parking at Any Time**

Williams Street [Added on 09-16-98 by Ord. No. 10-98]	Both sides, from the intersection with Central Avenue easterly to the intersection with Henry Law Avenue
Winter Street [Added on 10-09-85 by Ord. No. 11-85; Amended on 01-19-94 by Ord. No. 36-93; Amended on 05-15-02 by Ord. No. 18-2002]	Both sides from the intersection with St. John Street easterly to the intersection with Durrell Street
Winter Street (formerly Cedar Street) [Added on 05-15-02 by Ord. No. 18-2002]	Northerly side, from the intersection with Durrell Street easterly to the dead end
Young Street Added	Northerly side, from the intersection with Main Street and Portland Avenue easterly to the Cochecho River
Young Street [Added on 03-25-09 by Ord. No. 2009.03.11-6]	Southerly side, from the intersection of Main Street easterly to the Cochecho River, between December 1 and April 1

3. TAKES EFFECT

This Ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Joshua Wyatt General Legal Counsel		
Recorded by:	Susan Mistretta City Clerk		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2019.10.23 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Section: 56. Schedule I - No Parking at Any Time

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		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Matthew Keane, Ward 6		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

At the Parking Commission's October meeting, the Commission voted 3 to 2, in favor, to support the request of the Community Services Director to restrict parking on one side of the noted streets to facilitate winter maintenance as well as improve the ability of emergency vehicles to access those locations. This restriction would be calendar based, 24 hours a day between December 1 and April 1.

NOTE: The south side of Nelson Street is also part of this request but there is an ordinance still in place from when the street was two-way. The signs were taken down, but the ordinance never updated.

Last year, the City eliminated its long-standing practice of banning all overnight parking on City Streets for the winter season, which spanned from December 1 to April 1. Instead, a storm-based approach was instituted, where parking bans would only be issued in response to a weather event. In transitioning to a storm-based ban approach, there were some problems accessing some of the more congested, or narrow downtown streets. There were numerous instances where plowing equipment could not pass through streets to continue snow cleanup after a storm ended. This created a public safety issue in that emergency vehicles also had limited accessibility.

In an attempt to keep the storm-based parking ban approach as opposed to a complete seasonal ban on all streets, the Director of Community Services recommended limiting parking to only one side of certain City streets from December 1 to April 1. This restriction will be 24 hours a day during the noted months. The recommendation was brought forward in hopes of maintaining the storm-based ban approach that helps maximize parking availability, while also balancing the critical need to maintain full access to all streets and neighborhoods.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: O – 2019.10.23 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Section: 56. Schedule I - No Parking at Any Time

Also, please note that over 400 letters were sent to abutters of the proposed locations advising them of the parking commission consideration.

As a summary of the changes, please see below for all the streets that were added to Chapter 166, Section 56, Schedule I:

Between Dec. 1 and Apr. 1

- Third Street (Northerly side from Chestnut to Grove)
- Fourth Street (Northerly side from Chestnut to Grove)
- Fifth Street (Northerly side from Chestnut to Grove)
- Lincoln Street (Northerly side from Chestnut to Grove)
- Summer Street (Southerly side from Central to Belknap)
- Belknap Street (Westerly side from Washington to Silver)
- Cushing Street (Easterly side from Washington to Silver)
- Lexington Street (Easterly side from Washington to Silver)
- Rogers Street (Southwesterly side)
- Forest Street (Northwesterly side)
- Essex Street (Southwesterly side)
- Hancock Street (Southwesterly side)
- Folsom Street (Southerly side)