



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Conference Room**
Meeting Date: **Wednesday, February 10, 2021**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
- 8. CITIZEN'S FORUM**

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

Email correspondence must be directed to CityCouncil-All@dover.nh.gov, Voicemails must be left at (603) 516-6338, and written letters or correspondence must be directed to City of Dover, ATTN: City Council, 288 Central Avenue, Dover, NH 03820.

Correspondence that does not state the individual's name and Dover address shall not be placed on file with the Council public meeting record.

- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. January 27, 2021 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2ND READING**
 - B. ORDINANCES IN THE 3RD READING**
 - C. RESOLUTIONS**

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13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. B19019 TRAFFIC SIGNAL REPAIRS AND MAINTENANCE – PURCHASE OF TRAFFIC LIGHT CABINET AT SOUTH END FIRE STATION**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 2. APPROVAL OF LOT LINE RESTORATION – 11 FAIRVIEW AVENUE (TAX MAP 25, LOT 19)**
SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. School Board 2. Planning Board 3. Appointments Committee 4. Arena Commission 5. Arts Commission 6. Conservation Commission 7. Downtown TIF Advisory Board 8. Energy Commission 9. Heritage Commission 10. Legislative Liaison 11. Library Board of Trustees 12. McConnell Center Advisory Committee 13. Ordinance Committee 14. Parking Commission 15. Pool Advisory Committee | <ol style="list-style-type: none"> 16. Racial Equity and Inclusion Ad-Hoc Committee 17. Recreation Advisory Board 18. Solid Waste Advisory Commission 19. Stormwater and Flood Resilience Funding Ad-Hoc Committee 20. Transportation Advisory Commission 21. Waterfront TIF Advisory Board 22. City Council / School Board Collaborative Committee 23. Joint Building Committee – Dover High School and Regional Career Technical Center 24. COAST 25. Cocheco Waterfront Development Advisory Committee 26. Dover Main Street 27. Strafford Regional Planning Commission |
|---|--|

B. RESOLUTIONS

- 1. B14074 CENTRAL AVENUE URBAN CORE (PHASE I) WATER TRANSMISSION PROJECT, ADDITIONAL SCOPE OF WORK NO. 16, UNDERWOOD ENGINEERS, INC.**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 2. APPROVAL TO ENTER AN INTERMUNICIPAL AGREEMENT TO PARTICIPATE IN THE ADAPTIVE MANAGEMENT FRAMEWORK UNDER THE GREAT BAY GENERAL PERMIT.**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 3. APPROVAL TO SUBMIT A NOTICE OF INTENT TO OBTAIN COVERAGE UNDER THE GREAT BAY TOTAL NITROGEN PERMIT**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 4. CALLING UPON REDISTRICTING AUTHORITIES FOR NONPARTISAN AND FAIR DECENNIAL REDISTRICTING**
SPONSORED BY MAYOR CARRIER



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- 5. REVIEW AND APPROVAL OF RSA 79-E APPLICATION OF CHINBURG MANAGEMENT, LLC
(TO BE REFERRED TO A PUBLIC HEARING ON FEBRUARY 24, 2021.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

C. ORDINANCES IN 1ST READING

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

CITY MANAGER'S REPORT

February 10, 2021

Reporting On:
January 2021

By: J. Michael Joyal, Jr.
City Manager

Legal Department

Joshua Wyatt, City Attorney

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

	For Month	FY21	FY20	FY19
Legal Matters/Questions Handled	88	418	466	342
Document Creation & Review Including Contracts	22	187	256	269
Right to Know Requests Processed	02	35	49	41
Resolutions	05	42	75	53
Ordinances	00	11	10	18

Customer Focused Outcomes: Right to Know

Pursuant to RSA 91-A, the following Right to Know requests were received this month:

- 9 Lowell Street – Building Division Files
- 366 Central Avenue – Police Department Records

**Product & Process Outcomes:
Assistance to City Departments**

City Council	Attention to resolutions and ordinances as needed or requested by City Council; Assistance with ad hoc committees and rules. Assistance with Charter amendment process; Assistance with RSA chapter 91-A compliance questions, including impact of COVID-19, as requested by City bodies/boards.
Community Services	Assistance with Great Bay Draft Permit and related issues; Assistance with Broadway culvert project; Assistance with code enforcement; Assistance with water/sewer issues; Assistance with road acceptance issues; Assistance with sureties; Assistance with personnel matters; Assistance with water/sewer abatement requests; Assistance with environmental matters;
Executive	Assistance with personnel matters;
Fire & Rescue	Assistance with compliance questions and issues;
Finance	Prepare and review various contracts; track and file City claims with Primex; Assistance with grant agreement; Assistance with procurement and use of grant funds; Assistance with City Clerk inquiries; Assistance with processing of tax exemption applications; Assistance with review of pending legislation;
Planning	Assistance with development-related contracts; assistance with ordinances and re-zoning; assistance with enforcement issues; assistance with CDBG program;
Police	Review of liability waiver;
Public Library	Assistance with face covering requirements and compliance;
Public Welfare	Assistance with general inquiries;
Recreation	Assistance with certain leases and lease questions;
School	Assistance with Right to Know requests;
Committees	Assistance to DBIDA with respect to purchase and sale agreement; Possible assistance to small business;

Financial Outcomes: Litigation

Opioid Epidemic Litigation: Retained services of Robbins Geller of Boca Raton, Florida for fraudulent marketing practices of pharmaceutical manufacturers. Suit filed in USDC in Concord. Case has been transferred to federal court in Ohio as part of a multi-district litigation consolidation.

McQuade Realty, Inc v. JAD Investments LLC & City: City Attorney filed an Answer and Appearance. File sent to outside counsel. Discovery now appears to be complete. Case is awaiting trial.

Mary Hebbard v. City of Dover, John & Karen Brough and Ryan Colbath: Discovery is complete. Case is scheduled for possible trial in June and July 2021. In February 2020, the City filed a partial motion for summary judgment, which is now fully briefed and awaiting decision.

Mary & Rick Hebbard v. City: Complaint filed in October 2019 concerning drainage in the Tanglewood Subdivision. Discovery is complete. Case is scheduled for possible trial in April 2021. A partial summary judgment motion was filed in April 2020 and is now believed to be fully briefed and awaiting decision.

Stergiou et. al. v. City of Dover: Planning Board appeal filed in August 2020 by certain abutters. The City accepted service in September 2020. In October 2020, the City Attorney filed an appearance, certified record, and answer to the Complaint. The applicant has retained counsel and intervened. In December 2020, the Court conducted a hearing on a motion to dismiss filed by the intervenor. No decision has yet issued on the motion to dismiss. A final hearing on the merits has not yet been scheduled.

Town of Durham et al v. Consolidated Communications: This PUC docket was initiated in July 2020. The City of Dover is a party and the City Attorney has appeared. Several Seacoast communities have filed a joint complaint about the backlog of "double poles" in their communities. These are poles that have been replaced, but the old pole has not yet been removed. A formal adjudication has commenced in the PUC. The first substantive hearing was held on October 6, 2020. The case is now undergoing periodic "work sessions" by a subgroup attempting to develop a stipulated resolution.

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

Dover Business & Industrial Development Authority

by Daniel Barufaldi

Leadership & Governance Outcomes:

Summary:

The downtown restaurants that reopened with outside seating, the relaxation of indoor capacity utilization with social distancing and barriers are now facing the onset of cold weather, snow removal issues and increasing dependency on takeout business. This is important to all downtown businesses as the restaurants attract customers to all other downtown merchants. The Dover unemployment rate, in steady decline since August, paused at 3.5% in January. At the height of the initial pandemic peak, Dover's unemployment rate was 17.3 %. At the end of November, it had declined to 3.5%. One significant effect was the resurgence of the restaurant sector due to the extraordinary efforts of the City of Dover to provide outdoor table seating with delivery of water filled Jersey barriers, allowing overhead covers and parking space conversion where necessary. That benefit has been significantly attenuated by the onset of winter weather. Dover's hotels that were doing better than expected enjoying an average occupancy rate of 75% have recently seen that decline to the 30 – 40%. The corporate market had declined but the trades, utilities and medical markets had filled the gap. These segments have now also declined but to a lesser extent. We are beginning to see increased vacancies developing in leased office space and expect to see more as leases expire. Surprisingly, we have not yet seen office space lease rates decline. These vacancies are due to the realization that remote working works for some firms and the overhead expense of office space can be eliminated.

The NH MSRP 2.0 support program has provided some relief to small businesses as a bridge during the second federal stimulus program roll out. The most recent delay brought on by the new President's call for \$2,000 stimulus checks versus the \$600 amount agreed by Congress after long delays has further delayed issuance of critical small business support. It is expected to cause some Dover small businesses to close to save operating costs.

The stock market, though somewhat volatile in the oil and commodities sectors in January, has shown enough strength to increase consumer spending and has raised people's confidence going forward. It is anticipated that some volatility will continue through Q1 and Q2. The durable goods sector reported some significant sales gains after the previous sales declines. Dealerships are trying to sell cars on line and are experiencing some success with lower pricing. Significant auto overstock still exists. The manufacturing sector, including capital goods and aircraft related parts, continues to show declines including some major layoffs due to the economic paralysis engendered by the coronavirus in international trade and tourism and the Boeing MAX problems. . Most downtown retailers are on reduced hours and staffing. Staffing firms reported a small but persistent rising tide of employment until the most recent pause. Commercial real estate activity continues for projects already started. A few new commercial/ industrial projects were greenlighted in January. Residential real estate markets saw some major increases in closed single family home sales at sustained high prices and multifamily residential apartment projects continue strong for the moment. Most recently the US economy was growing at a record pace (GDP growth at 2.6% over Q2, 2019 but declining to a recessionary state at least up to the beginning of the third quarter of 2020. Mortgage interest rates most recently again declined slightly

with the Federal Reserve near zero interest rates now a great value. Bank lending restrictions have tightened however.

Selected Business Services:

Demand for consulting and advertising is down sharply over last year at this time. Software and IT services providers are experiencing a pause in activity. Some consolidation is now being experienced in the institutional healthcare sector. Wentworth Douglas Hospital's merger with Mass General and possibly Exeter is part of an overall consolidation trend in institutional healthcare. This is expanding the range of medical specialties available to the Dover market. WDH has opened a medical practice facility at the Pease Development Authority and has another urgent care center planned on a Dover Point Rd. site. Portsmouth Regional Hospital has opened a stand-alone ER building at Exit 7 in Dover. Tele-med service is expanding and may become a more permanent segment of medical services after the pandemic abates. Wages, while historically up significantly in critical skill areas have flattened with the loss of elective procedures during the pandemic. Increased health insurance costs remain a concern with the uncertainty of the future reform of the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost.

Predictions for 2021 revenue growth in the services sector are now in doubt.

Commercial Real Estate:

Non-residential commercial real estate sales activity continued at about 70% of the previous rate locally, and with flat activity in the Portland markets and declines in Connecticut. Boston and Rhode Island markets in this period. New build costs for needed 20,000 SF – 30,000 SF manufacturing/ assembly/ warehouse/ office spaces at Enterprise Park are causing sticker shock for several prospects and delaying project initiation but with two breakthrough projects beginning to be initiated this coming month. The lack of at site utilities on Innovation Way has limited the developments considering that location. Accelerator units of 1,200 – 2,500 SF are sorely needed to house small post startup companies to get underway and to grow in Dover. The Orpheum co-worker space will help alleviate this problem to a very small degree. Office leasing was non-existent this month. The lending environment remains highly favorable to brave borrowers, with historically low interest rates but with somewhat tighter lending standards. The flow of investment capital declined for commercial lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains active so far with local inventory in this category rising rapidly. The outlook remains cloudy across the region so far in this sector. Forecasts call for more uncertainty in fundamentals moving forward. Fiscal policy and uncertainty around the business and employment effects of the pandemic uncertainty at both the state and federal levels are causing a reluctance to commit assets until things calm down.

See Local Major Development Projects Section below.

Residential Real Estate:

Residential real estate markets are now contributing strong performance on the Seacoast. Home buyer confidence still appears to be there for higher priced homes which seems counter intuitive unless these are investments in non-monetary assets in anticipation of rising inflation as the Treasury prints money to pay

off Federal deficits with cheap dollars. Completed sales of single family homes increased year-over-year in Q1 with Strafford County single family home inventory increasing by 1.4 % for the first time in the last few years. 2020 unit sales declined slightly due to lack of inventory. Rising prices are convincing sellers to put homes on the market. Median selling prices continue to rise locally and are up another 6.7% year-over-year 2019-2020. Condo sales though somewhat mixed regionally, are up slightly locally as well as condo pricing and pending sales. Median sale prices in NH and in Dover increased again in the period for single family homes to the \$367,000 range. Pending sales suggest the markets for high-end single family houses and condo's will continue, though abated, throughout 2021 with a probable more significant pause in growth in late 2021 or early 2022. Realtors are having more luck trying to sell homes on-line.

Manufacturing & Related Services:

Most local manufacturers supplying domestic markets are now reporting flat results with 85% reporting severe market weakness. One point-of-purchase systems supplier is experiencing sales decreases significant enough to require 80% layoffs. Local manufacturing has grown 400 jobs this year but last quarter Safran and Albany International announced some layoffs due to the airline problems mentioned above. ACLARA in Somersworth has closed the former GE meters plant and is changing their business model to outsource production. Measured Progress has been sold and will be moved to the buyer's HQ in the South. The Phase 1 Chinese trade agreement is not expected to have a substantive positive effect as tensions between the U.S. and China continue to mount. The one exception is some soybean products being purchased to offset crops lost to flooding in China. Manufacturing firms reporting on inventory levels are citing higher levels. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth are now in decline especially in the airplane parts business. Capital investment is stable locally except for some new builds being deferred due to building costs exceeding the value of the completed building at present and the Corona virus effect. Foreign investment in the US is growing rapidly due to the uncertainties rampant in the Chinese, Brazilian, Venezuelan and European economies. Some major capital spending projects are now delayed. The Silver Square development is now making Phase II progress on this \$50 million dollar development.

Regional manufacturers are now governed by caution and uncertainty.

Labor demand has been strong in IT and software, electronics, engineering, quality assurance tech and legal skills. This is expected to change shortly as manufacturers deal with reduced demand. Talks with the Chamber of Commerce Education Committee, Dover High School CTC, Great Bay Community College, Somersworth High School CTC and UNH for BIZEDConnect have now resumed but have been slowed by schools switching to remote learning. Recent reductions in the NH BPT and EPT are being maintained by the Governor's veto so far. The FY2020 property tax increase, with the tax cap budget from the School District, is causing concern at several local businesses when combined with high electric energy costs and water processing costs and their concerns about their survivability. New Hampshire has the 6th best total tax burden in the U,S, and far better than the other New England states. This is partially offset by the high energy and water processing costs.

Retail & Tourism:

Due to the limits on gatherings necessitated by the pandemic and the fear surrounding it, local retail and tourism activities are highly curtailed. Local hotels having gone from an occupancy rate of just under 90% to 30% occupancy with several postponed weddings, are now back to an average of 30-40%% occupancy. One hotel has converted a part of their spaces to homeless housing being managed by Community Action Partners. On-line shopping has, prospered due to the brick and mortar small retail closings and customer needs for non-exposure to others. Many regional malls are being repurposed to other uses and many national/international retail chains have closed in the US, Canada and worldwide. Many large retailers are

making infrastructure investments to participate more fully in on-line sales with on-site drive through pick up points and deliveries to your door. It is anticipated that some of the big box medium sized chain stores in neighboring municipalities will close when their leases expire.

Local retailers and all local businesses have been informed of the recent SBA Emergency loans and grants programs, SELF Program and most recently, the GAP Program, and NH Chamber Relief Program as well as the DoverCARES Emergency Loan Fund.

Employment and Wages:

Local labor market pressure initially collapsed with the widespread business closures and layoffs. It is estimated by EMSI Data Analytics that of Dover's 3.5% unemployment rate, 2.2% is directly related to the effects of COVID-19. Wages for wait staff and experienced retail workers have begun to move upward but the \$600 a week addition to unemployment checks was pulling wait staff out of the labor market as they made a lot more money staying home. Now extended by Congress, for \$600 extra per week in the subsequent presidential executive order. It remains to be seen what the final support package will be. The anticipated stimulus package is expected to raise the unemployment monthly amount and extend the weeks paid by another 11 weeks.

In the higher skill set categories, doctors, paramedics, physician's assistants and nurses are no longer in short supply as elective procedures suspended in anticipation of COVID-19 surges that didn't materialize in the magnitude anticipated in NH but are once again at peak levels but with fewer hospitalizations. NH hospitals are in deficit and some doctor and nurse layoffs are expected as elective procedures are back on track again locally for the time being but not in heavily infected states. Holiday related COVID-19 surges may once again preclude elective procedures being done.

Local Major Development Projects:

- First Street Development Phase 2 (River Mark) is nearing completion.
- Third Street Development (Changing Places) is nearing completion.
- Silver Square Development: Phase 1 completion, Phase 2 underway.
- 49,000 SF at 27 Production Drive I reported to have a buyer..
- Cathartes Project (Orpheum Occupied
- Well over \$100,000,000 in Dover development underway.
- Enterprise Park Developments suffering from "sticker shock" for new builds. Two projects expected to begin in 2020.
- Fosters Building sold for \$1.5 million / Kostis Brothers (renovation in process).
- The Old courthouse Building on First and 2nd may have a buyer shortly.
- 6 Grove St. Project is underway but paused.
- The Fosters building on Venture Dr. New owner (Index Packaging) is expanding the building by 47,000 SF. Birch Hill Armory on Industrial Park Dr. is completed and open..
- The H. Morris building on Venture Dr. is nearing completion.
- Several mixed use and multi-family residential projects are at the TRC stage and heading for Planning Board approval, including some workforce housing.

Parking Division

Meter Activity

	December 2020	December 2019	December 2018
Meter Transactions – City Total	24,463	46,775	38,674
Income from Meters – City Total	\$45,566	\$86,357	\$52,421
Meter Days	26	25	20
Average Meter Transactions Per Day	940	1,871	1,934

	Fiscal YTD 2021	Fiscal Year 2020	Fiscal Year 2019
Meter Transactions – City Total	182,256	397,008	467,734
Income from Meters – City Total	\$319,219	\$706,215	\$672,945
Meter Days	151	290	253
Average Meter Transactions Per Day	1,207	1,369	1,849

Meter Activity – Parking Garage

	December 2020	December 2019	December 2018
Meter Transactions - Garage	1,294	4,977	3,080
Income from Meters - Garage	\$3,568	\$12,926	\$5,139
Meter Days	26	25	20
Average Meter Transactions Per Day-Garage	50	199	154

	Fiscal YTD 2021	Fiscal Year 2020	Fiscal Year 2019
Meter Transactions - Garage	8,834	34,178	21,535
Income from Meters - Garage	\$23,375	\$88,142	\$61,468
Meter Days	151	292	249
Average Meter Transactions Per Day-Garage	59	117	86

Parking Ticket Activity

	December 2020	December 2019	December 2018
Parking Tickets Issued - Total	493	906	736
Accessible Space Parking Tickets Issued	4	6	5
Winter Restriction Parking Tickets Issued	47	114	1
Parking Ticket Income	\$12,362	\$16,159	\$12,461

	Fiscal YTD 2021	Fiscal Year 2020	Fiscal Year 2019
Parking Tickets Issued - Total	2,881	7,881	8,236
Accessible Space Parking Tickets Issued	13	47	77
Winter Restriction Parking Tickets Issued	47	169	223
Parking Ticket Income	\$68,028	\$180,148	\$168,062

Parking Permit Activity

	December 2020	December 2019	December 2018
Parking Permits Issued - Total	684	617	589
Residential Permits Issued	43	38	60
Business Permits Issued	641	579	529
Permit Income	\$35,403	\$30,831	\$33,675

	Fiscal YTD 2021	Fiscal Year 2020	Fiscal Year 2019
Parking Permits Issued - Total	4,529	6,809	6,767
Residential Permits Issued	282	441	637
Business Permits Issued	4,247	6,499	6,130
Permit Income	\$141,483	\$246,485	\$232,682

Electric Vehicle Charging Stations

	November 2021	November 2020
Charging Stations - Times Used	4	28
Charging Station - Income	\$32	\$102

	Fiscal YTD 2021	Fiscal Year 2020
Charging Stations – Times Used	38	177*
Charging Station - Income	\$233	\$634*

*Totals from October 2019 to June 2020, when metrics first tracked.

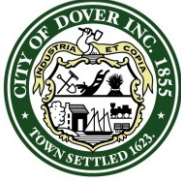
COAST

Ridership Activity

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

Month	Route 1 Dover/Somersworth/ Berwick	Route 13 Dover/Somersworth	Route 33 Downtown Dover/County Complex/Portland Ave	Route 34 Downtown Dover/Knox Marsh Rd
July 2020	3,103	2,313	1,042	133
August 2020	2,812	2,484	1,040	178
September 2020	3,225	2,577	1,011	271
October 2020	3,331	2,700	1,148	266
November 2020	2,942	2,148	1,121	327
December 2020	3,003	2,254	1,119	451

J. MICHAEL JOYAL, JR.
CITY MANAGER

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1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor O'Connor led the Pledge of Allegiance

4. ROLL CALL ATTENDANCE

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

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

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Deputy Mayor Ciotti moved to add a Citizen's Forum as Item 7. Topic is specific to the Ward 4 Councilor Candidates.

Deputy Mayor Ciotti moved to approve the Agenda as amended; seconded by Councilor O'Connor.

Roll Call Vote: 8/0.

7. CITIZEN'S FORUM

Wallace Stevens, 49 Back River Road: Two candidates are very qualified.

Marcia Gasses, Candidate: She spoke about her interest in the Ward 4 Councilor vacancy.

Mark Speidel, Candidate: He spoke about his interest in the Ward 4 Councilor vacancy.

WARD 4 CITY COUNCIL ROLL CALL VOTE

Marcia Gasses – 7

Mark Speidel – 1

Mayor Carrier recessed the meeting to allow Ms. Gasses to be sworn in by City Clerk Mistretta.

Ms. Gasses was sworn in as Ward 4 Councilor.

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8. PUBLIC HEARINGS

A. APPROPRIATION FOR FY2022 WATER METER REPLACEMENTS PROGRAM – NON-DEBT FINANCED PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.) SPONSORED BY MAYOR CARRIER BY REQUEST

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

B. EXPANDING THE PROVISIONS OF RSA 79-E RELATIVE TO THE COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE PROGRAM SPONSORED BY MAYOR CARRIER BY REQUEST

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

C. ACCEPTANCE AND AUTHORIZATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND CHINBURG MANAGEMENT, LLC SPONSORED BY MAYOR CARRIER BY REQUEST

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

Mayor Carrier asked NH Senator David Watters to speak to the Council.

NH Senator David Watters gave an overview of his work as a NH State Senator to the Council.

Councilor O'Connor moved to suspend the rules to allow the Council to ask questions of Senator Watters; seconded by Councilor Shanahan.
Roll Call Vote: 9/0.

The Council had a discussion with Senator Watters.

9. CITIZEN'S FORUM

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Ariel Hayes, 38B Hill Street: She spoke in favor of the Tri-City Warming Center and thanked Dover for starting this service.

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Edwina Wilson: She spoke in favor of the Tri-City Warming Center and thanked Dover for starting this service. She asked that the Center be open more hours and offer counseling.

Wallace Stevens, 49 Back River Road: He spoke in favor of the Tri-City Warming Center. He said Social Media is damaging something good.

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

10. CITY MANAGER'S REPORT

City Manager Joyal gave a status on the Tri-City Warming Center. He submitted his report in writing and gave an overview of the following items: Storm management and property tax collection.

City Manager Joyal invited a representative from Melanson to give an overview of the independent audit to the Council.

Alina Korsak, Melanson, gave a presentation to the Council regarding the independent audit.

Councilor Muffett-Lipinski left the meeting at 8:30 pm.

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

Roll Call Vote: 8/0.

11. APPROVAL OF MINUTES

A. January 13, 2021 – Regular Meeting

Deputy Mayor Ciotti moved to approve the Minutes; seconded by Councilor O'Connor.

Roll Call Vote: 7/0. Councilor Gasses abstained.

12. MAYOR'S REPORT

Mayor Carrier said he had no report.

Mayor Carrier added there will no longer be a vote to accept the Committee Reports reviewed at each meeting on Consent Calendar.

Councilor Williams made the exception for when there is an acceptance being made as part of the report.

13. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Conference Room**
Meeting Date: **Wednesday, January 27, 2021**
Meeting Time: **7:00 pm**

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

- 1. APPROPRIATION FOR FY2022 WATER METER REPLACEMENTS PROGRAM –
NON-DEBT FINANCED PROJECT
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Thibodeaux.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 8/0.

- 2. EXPANDING THE PROVISIONS OF RSA 79-E RELATIVE TO THE COMMUNITY
REVITALIZATION TAX RELIEF INCENTIVE PROGRAM
SPONSORED BY MAYOR CARRIER BY REQUEST**

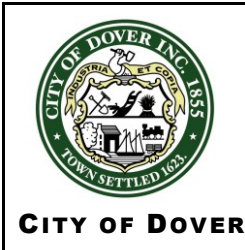
Deputy Mayor Ciotti moved for its adoption; seconded by Councilor O'Connor.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 8/0.

- 3. ACCEPTANCE AND AUTHORIZATION OF DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DOVER AND CHINBURG MANAGEMENT, LLC
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor O'Connor.
Assistant City Manager Parker gave an overview of the Resolution to the Council.
Roll Call Vote: 8/0.

14. NEW BUSINESS

A. CONSENT CALENDAR



CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Conference Room**
Meeting Date: **Wednesday, January 27, 2021**
Meeting Time: **7:00 pm**

COMMITTEE REPORTS

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

Deputy Mayor Ciotti gave an overview of the Planning Board Report to the Council.

Deputy Mayor Ciotti gave an overview of the Appointments Committee Report to the Council.

Recommended the following appointments:

Reappointment of Dustin Gray to the Transportation Advisory Commission

New appointments:

Shellie Lemelin – Recreation Advisory Board - alternate

Robina Parise – Pool Advisory Committee

Tony Retrosi – Ethics Commission

Kirt Schuman – Ethics Commission

Stephen Wyman – Pool Advisory Committee

Michelle Clancy – Ethics Commission

Dennis Dwyer – Open Lands Committee

Deputy Mayor Ciotti moved to accept the Appointments Committee Report; seconded by Councilor Williams.

Roll Call Vote: 8/0.

Councilor O'Connor gave an overview of the Arena Commission Report to the Council.

Councilor Williams gave an overview of the Conservation Commission Report to the Council.

Councilor Thibodeaux gave an overview of the Energy Commission Report to the Council.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Conference Room**
Meeting Date: **Wednesday, January 27, 2021**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

- 1. B14074 PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEM FACILITY UPGRADES PHASE II ADDITIONAL SCOPE OF WORK NO. 15, UNDERWOOD ENGINEERS**
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Ciotti moved for its adoption; seconded by Councilor Shanahan.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 8/0.

C. ORDINANCES IN 1ST READING

15. COUNCIL CORRESPONDENCE

16. COUNCIL MATTERS OF INTEREST

Councilor O'Connor said he was glad the Mayor attended the meeting tonight.
Mayor Carrier recognized the City's emergency staff and Wentworth-Douglass Hospital for his wonderful treatment.

Councilor Williams recognized City staff and volunteers for their work helping the homeless in our community. She added that people need to continue to practice CDC guidelines as we go through this pandemic.

Deputy Mayor Ciotti thanked the City Manager and Finance Department for their work.

17. ADJOURN

Councilor O'Connor moved to adjourn; seconded by Councilor Williams.
Roll Call Vote: 8/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.02.10 – 017**
Resolution Re: B19019 Traffic Signal Repairs and Maintenance – Purchase of
Traffic Light Cabinet at South End Fire Station

- WHEREAS: A sealed Request for Bid #B19019 was issued and received for Traffic Signal Repairs on November 7, 2018 at 2:00 PM for a one-year agreement with option to renew an additional three subsequent years contingent upon funding appropriation and vendor satisfaction; and
- WHEREAS: One response was received and reviewed for necessary experience, skills, project understanding, approach and ability to comply with proposed scope of services. An hourly rate was offered by Electric Light Company, Inc. of \$140.00 for technician per hour, as well as other rates for miscellaneous rate that include bucket truck for \$195.00 per hour and was approved via City Council resolution [R-2018.11.14-147](#); and
- WHEREAS: The City is currently in its second year agreement with this vendor and has requested pricing information for the supply and installation of one replacement McCain traffic cabinet at the South End Fire Station in the total amount of \$18,855.00, which includes bid labor rates; and
- WHEREAS: Electric Light Company, Inc. purchases McCain software and hardware through their exclusive and authorized distributor for the state of New Hampshire, Coastal Traffic, Inc., it is the recommendation to award to current vendor Electric Light Company, Inc. at the rates listed above and in conjunction with Bid #B19019.

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 Electric Light Company, Inc. of Cape Neddick, ME for the supply and installation of one replacement McCain traffic cabinet at the South End Fire Station in the total amount of \$18,855.00 and in conjunction with Bid #B19019. 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
4022.1.220.42280.4725.02201.22	Fire Station Building Improv - South End Station	830,000	830,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.02.10 – 017**
Resolution Re: B19019 Traffic Signal Repairs and Maintenance – Purchase of
Traffic Light Cabinet at South End Fire Station

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
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 Fergus Cullen, Ward 6		
Councilor John O'Connor, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2021.02.10 – 017**

Resolution Re: B19019 Traffic Signal Repairs and Maintenance – Purchase of Traffic Light Cabinet at South End Fire Station

RESOLUTION BACKGROUND MATERIAL:

The City has approximately 30 traffic light controllers, of which twenty-one are McCain controllers. As the City's vendor for traffic signal repairs, Electric Light Co. purchases McCain software and hardware through McCain's exclusive and authorized distributor for the state of New Hampshire, Coastal Traffic, Inc. The traffic light cabinet located at the South End Fire Station is no longer in working condition and not repairable necessitating its replacement.

Bid Information:

A sealed Request for Bid #B19019 was issued and received for Traffic Signal Repairs on November 7, 2018 at 2:00 PM.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Emailed:	69	Number of Responses:	1
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One year	Estimated Delivery:	As needed
Recommended Award to:	Electric Light Company, Inc.	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B19019 Bid Documents and Vendor Lists](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.02.10 – 018**

Resolution Re: **Approval of Lot Line Restoration – 11 Fairview Avenue
(Tax Map 25, Lot 19)**

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

WHEREAS: Richard and Linda Long, owners of 11 Fairview Avenue (Tax Map 25, Lot 19), have applied for a lot restoration of their property for three former lots that had historically existed—Lot #25, a portion of Lot #24, and a portion of Lot #23 as shown on plans submitted by the applicants; and

WHEREAS: City staff have reviewed the application and found no or insufficient evidence of voluntary lot merger that might otherwise preclude restoration of these lots, though the applicants do acknowledge voluntary merger of some former lots for which they have not requested restoration.

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

Pursuant to RSA 674:39-aa, the lot restoration application of Richard and Linda Long is approved, and the former lot lines for 11 Fairview Avenue (Tax Map 25, Lot 19) for Lot #25, a portion of Lot #24, and a portion of Lot #23, as shown on Tritech Engineering Corporation's "Lot Restoration Plan" dated January 19, 2021, are hereby restored to their premerger status inasmuch as those prior boundaries encompass the real property still comprising that current parcel (Tax Map 25, Lot 19).

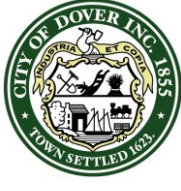
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

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

Recorded by: Susan M. Mistretta
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.2.	
Resolution Number: R – 2021.02.10 – 018 Resolution Re: Approval of Lot Line Restoration – 11 Fairview Avenue (Tax Map 25, Lot 19)		

DOCUMENT HISTORY:

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

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

RESOLUTION BACKGROUND MATERIAL:

Attached please find a package containing the Lot Restoration Application and the materials submitted by the applicants, the final page of which contains the Tritech Engineering Corporation's "Lot Restoration Plan" dated January 19, 2021. City staff researched the property and found insufficient evidence of voluntary merger as to the proposed restoration of lots. While the lot line adjustment by a predecessor in title might arguably be viewed as consenting to or in some way affecting the prior lot lines, it would appear that the plan submitted (dated June 1980) did respect the historical boundaries for the lots at issue.

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

I. In this section:

- (a) "Involuntary merger" and "involuntarily merged" mean lots merged by municipal action for zoning, assessing, or taxation purposes without the consent of the owner.
- (b) "Owner" means the person or entity that holds legal title to the lots in question, even if such person or entity did not hold legal title at the time of the involuntary merger.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2021.02.10 – 018**

Resolution Re: **Approval of Lot Line Restoration – 11 Fairview Avenue
(Tax Map 25, Lot 19)**

(c) "Voluntary merger" and "voluntarily merged" mean a merger under RSA 674:39-a, or any overt action or conduct that indicates an owner regarded said lots as merged such as, but not limited to, abandoning a lot line.

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

(a) The request is submitted to the governing body prior to December 31, 2021.

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

III. All decisions of the governing body may be appealed in accordance with the provisions of RSA 676.

...

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

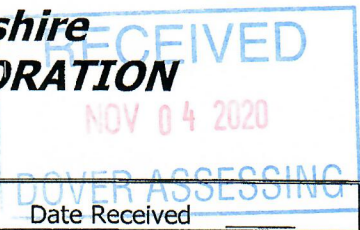
...

RSA 673:39-aa.



City of Dover, New Hampshire APPLICATION FOR LOT RESTORATION

[Revision Date: July 27, 2017]



Office Use Only

Date Received

In accordance with RSA 674:39 aa, lots or parcels that were involuntarily merged by municipal action for zoning, assessing, or taxation purposes prior to September 18, 2010 shall be restored to their premerger status provided that request is submitted to the City Council prior to December 31, 2021 and no owner in the chain of title voluntarily merged his or her lots.

APPLICANT AND OWNER INFORMATION

Name of Applicant: Richard A. & Linda C. Long Telephone # (603) 422-2811

Address of Applicant: 11 Fairview Avenue E-Mail Address _____

Name of Property Owner (if different from applicant): _____ Telephone # _____

Address of Property Owner: _____ E-Mail Address _____

PROPERTY INFORMATION

Assessor's Map # 25 Lot # 19 Zoning District(s) R-12

Please provide:

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

REQUEST CERTIFICATION

I/we hereby verify by signing this application that I/We understand that the restoration of the lots to their premerger status shall not cure any non-conformity with existing land use ordinances. It is further understood that the above described lots shall no longer be assessed as one lot for property tax evaluation purposes.

Signature of Property Owner: [Signature] Date: 10/26/20

Signature of Applicant (if different from owner): _____ Date: _____

=====

(For Office Use Only)

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

Tax Assessor [Signature] Date 12/1/2020

Zoning Administrator [Signature] Date 2/2/21

TRITECH

ENGINEERING CORPORATION

755 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03820

TELEPHONE 603.742.8107
FACSIMILE 603.742.3830

January 21, 2021

Christopher G. Parker, AICP
Assistant City Manager
City of Dover, Planning Department
288 Central Avenue
Dover, New Hampshire 03820

Subject: Lot Restoration
Richard A. & Linda C. Long
11 Fairview Avenue
Dover Tax Map 25 Lot 19
Dover, New Hampshire
Job No. 20136

Dear Christopher,

The property identified as City of Dover Tax Map 25 Lot 19 is owned by Richard A. & Linda C. Long (see attached Warranty Deed). On behalf of Mr. & Mrs. Long we are submitting this Application for Lot Restoration. Said property is also identified as a portion of lot 23 (acquired by "plan for exchange"), a portion of lot 24 (a portion transferred by "plan for exchange"), lots 25, 26, 27, 28, 29, 30 & a portion of lot 31 as shown on the enclosed plan entitled "Atlantic Heights, Dover, NH owned by Mayrand Land Co., C.A. Thayer, Engr." dated August 1909 and recorded at the Strafford County Registry of Deeds as Plan Pocket 8, Folder 2, Plan 13.

We believe that part of lot 28, lots 29, 30 & part of lot 31 were voluntarily merged by deed SCRD Book 537 Page 253. We also believe that lots 26, 27 & part of lot 28 were voluntarily merged by deed SCRD Book 653 Page 486. In addition, these two parcels may have been further merged by "lot development". However, we feel that the portion of lot 23, the portion of lot 24 & lot 25 were involuntarily merged by municipal action prior to September 18, 2010 and should be restored to their premerger status in accordance with NHRSA674:39 aa.

Should the City concur with this lot restoration request, the Long's intends to file a Lot Merger Request for the portion of lot 23, the portion of lot 24 and lot 25 to be merged. The end result would be: lots 26, 27 28, 29, 30 and a portion lot 31 would make up a single lot containing the existing house and garage, and the portion of lot 23, the portion of lot 24 and lot 25 would make up a single building lot. In addition, it is likely that the Long's would make application to the Planning Board for a Boundary Line Adjustment to increase the size of the building lot to the extent possible without making the existing house lot non-conforming.

Enclosed please find the supporting documentation:

- Application for Lot Restoration,
- Plan of Lots, Atlantic Heights, Dover, NH. Owned by Mayrand Land Co., C.A. Thayer Engr.
Dated August 1909
- The current warranty deed to Richard A. & Linda C. Long.
- Source Deeds from original Atlantic Heights Plan.
- Parcels of Land for Helen W. Noel.
- Plan for Exchange for Helen W. Noel – Mary L. Batchelder.

Please advise should you have any questions.

Very truly yours,
TRITECH ENGINEERING CORP.

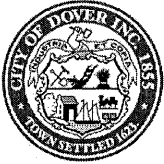
A large, stylized handwritten signature in black ink, appearing to be 'RJS', is written over the company name.

Robert J. Stowell, P.E., L.L.S.
President

RJS / rms

Enclosures

\\20136-Restoration\fh.docx



City of Dover, New Hampshire APPLICATION FOR LOT RESTORATION

[Revision Date: July 27, 2017]

Office Use Only

Date Received _____

In accordance with RSA 674:39 aa, lots or parcels that were involuntarily merged by municipal action for zoning, assessing, or taxation purposes prior to September 18, 2010 shall be restored to their premerger status provided that request is submitted to the City Council prior to December 31, 2021 and no owner in the chain of title voluntarily merged his or her lots.

APPLICANT AND OWNER INFORMATION

Name of Applicant: Richard A. & Linda C. Long Telephone # (603) 422-2811

Address of Applicant: 11 Fairview Avenue E-Mail Address _____

Name of Property Owner (if different from applicant): _____ Telephone # _____

Address of Property Owner: _____ E-Mail Address _____

PROPERTY INFORMATION

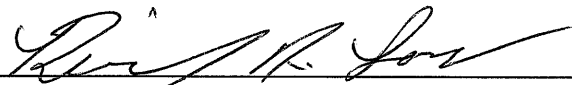
Assessor's Map # 25 Lot # 19 Zoning District(s) R-12

Please provide:

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

REQUEST CERTIFICATION

I/we hereby verify by signing this application that I/We understand that the restoration of the lots to their premerger status shall not cure any non-conformity with existing land use ordinances. It is further understood that the above described lots shall no longer be assessed as one lot for property tax evaluation purposes.

Signature of Property Owner:  Date: 10/26/20

Signature of Applicant (if different from owner): _____ Date: _____

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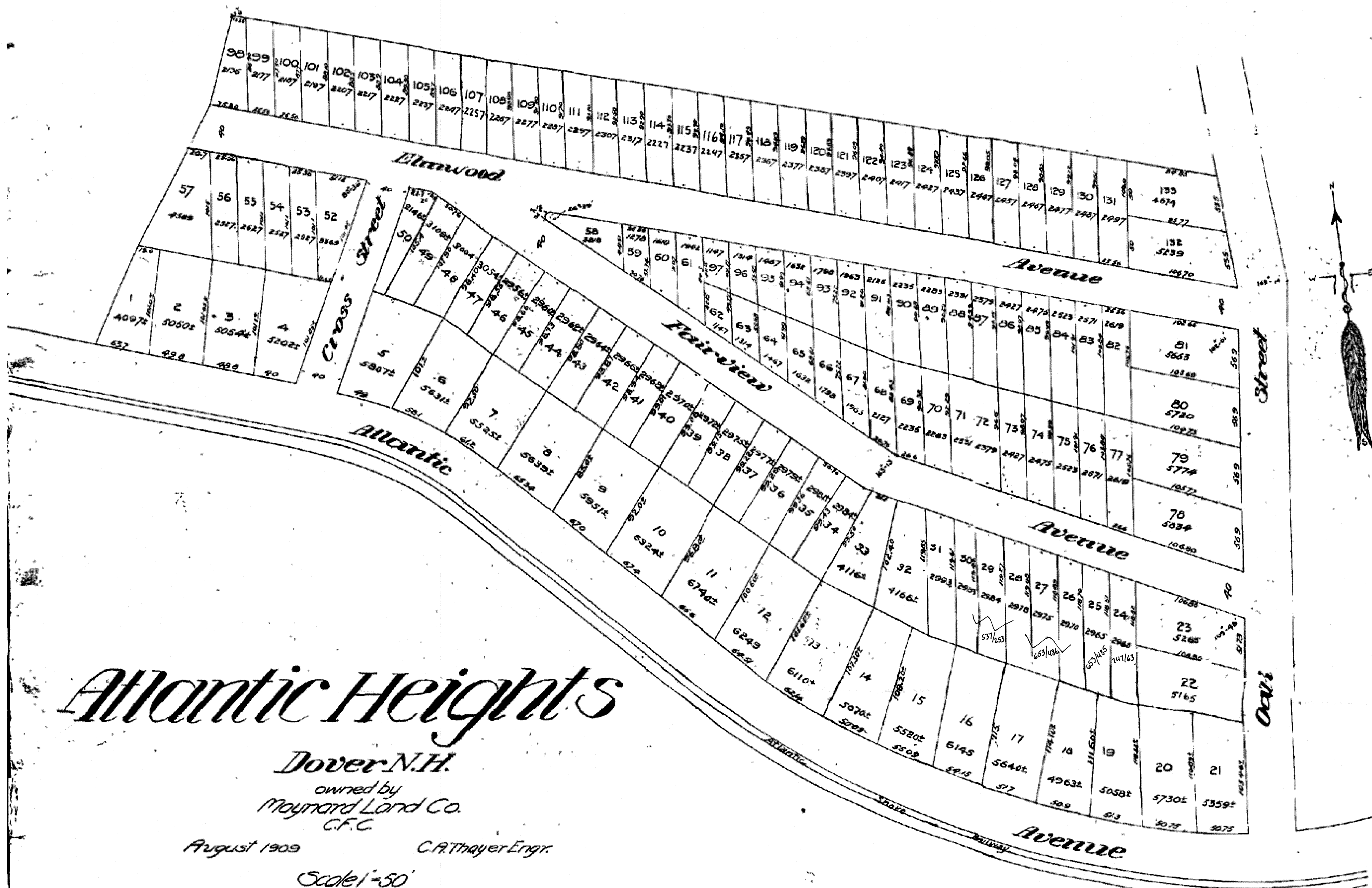
(For Office Use Only)

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

Tax Assessor _____ Date _____

Zoning Administrator _____ Date _____

Dover Plans Pocket #6 Folder #2



RECORDED
AUG. 28, 1909
Vol. 354, PAGE 412

0127217399

Warranty Deed

99 MAY 28 PM 12:20
REGISTER OF DEEDS
STRAFFORD COUNTY

010028

We, Helen W. Noel, Trustee of the Helen W. Noel Revocable Agreement of Trust and Helen W. Noel, of 11 Fairview Avenue, Dover, New Hampshire 03820 for consideration paid, grant to Richard A. Long, and Linda C. Long, husband and wife, of 4 Reservoir Street, Dover, New Hampshire 03820, as joint tenants with rights of survivorship with WARRANTY COVENANTS, the following:

(Description, and Encumbrances, if any)

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the southerly sideline of Fairview Avenue in the City of Dover, County of Strafford and State of New Hampshire, shown as Land of Helen W. Noel and land from Batchelder to Noel on a plan of land entitled Plan for Exchange for Helen W. Noel - Mary L. Batchelder Fairview Avenue Dover, New Hampshire, dated June 1980, prepared by K.E. Moore & B.G. Staples Land Surveyors said plan duly recorded in the Strafford County Registry of Deeds as Plan No. 20D-42, being more particularly bounded and described as follows:

Beginning at an iron pin set in the ground along the southerly sideline of Fairview Avenue, said point being the northwesterly corner of land now or formerly of Mary L. Batchelder, thence running S 25 degrees 44 W along the westerly sideline of said Batchelder land for a distance of 111.91 feet to an iron pin at the northerly boundary of land of said Batchelder; thence turning and running N 59 degrees 30 W along the northerly boundary of a portion of said Batchelder land, along the northerly boundary of land now or formerly of Roland J. & Sally L. Chenard and a portion of land now or formerly of Theodore Champagne for a distance of 196.00 feet to an iron pin at the southerly corner of land now or formerly of James D. and Janice P. Casey; thence turning and running N 25 degrees 35 30 E along the easterly sideline of said Casey land for a distance of 113.33 feet to a nail set along the southerly sideline of Fairview Avenue, said point being the northeasterly corner of said Casey land; thence turning and running S 59 degrees 05 35 E along the southwesterly sideline of Fairview Avenue for a distance of 196.40 feet the point of beginning.

Together with the right to enter on Lots 31, 32 and 14 for maintenance or repair of sewer.

Meaning and intending to describe and convey the same premises conveyed to Helen W. Noel, Trustee of the Helen W. Noel Revocable Agreement of Trust and Helen W. Noel by Warranty Deed of Helen W. Noel, dated October 12, 1993, and recorded at Book 1704, Page 797, in the Strafford County Registry of Deeds. Also see Deed recorded at Book 653, Page 485, Book 747, Page 63, and Book 1055, Page 98, in said Registry.

BK2109PG0555

STATE OF NEW HAMPSHIRE		
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX
XXX1 THOUSAND XX2 HUNDRED AND X60 DOLLARS		
05-28-99	372835	\$1260.00
VOID IF ALTERED		

6/1/99

Witness my hand this 27th day of May, 1999.

Helen W Noel TR

Helen W. Noel, Trustee of the
Helen W. Noel Revocable Agreement
of Trust

Helen W Noel
Helen W. Noel

State of New Hampshire
County of **Strafford**,

In **Dover** on the 27th day of May, 1999 before me personally
appeared **Helen W. Noel, Trustee of the Helen W. Noel Revocable
Agreement of Trust and Helen W. Noel**
known by me to be the party/parties executing the foregoing
instrument, and he/she/they acknowledged said instrument, by
him/her/them executed, to be his/her/their free act and deed.

Richard J. Dudzisz
Notary Public:

My commission expires: 2/17/04
Richard J. Dudzisz
NH Commissioner of Deeds

BK2109PG0556

RETURN TO:

Richard A. Long
11 Fairview Ave
Dover, NH 03820

pc414
82

KNOW ALL MEN BY THESE PRESENTS, That I, MARY LOUISE BATCHELDER, of Atlantic Avenue, Dover, County of Strafford and State of New Hampshire,

for consideration paid, grant to HELEN W. NOEL, of 11 Fairview Avenue, Dover, County of Strafford and State of New Hampshire,

with warranty covenants

A certain tract of land situate in Dover, County of Strafford and State of New Hampshire, as shown on "Plan of Exchange for Helen W. Noel - Mary L. Batchelder, Fairview Avenue, Dover, New Hampshire, K.E. Moore & B.G. Staples, June 1980," recorded in Strafford County Registry of Deeds as Plan 20D-42, July 25, 1980," described as follows:

Beginning at an iron pipe on the southwesterly side of Fairview Avenue at land of Mary L. Batchelder, thence South 25°44' West along land of said Batchelder a distance of fifty-five and eighty-seven hundredths (55.87) feet to a point; thence North 11°06'25" East along land of Noel a distance of fifty-nine and fourteen hundredths (49.14) feet to an iron pipe at the southwesterly sideline of Fairview Avenue; thence South 59°05'35" East along Fairview Avenue a distance of fifteen and no hundredths (15.00) feet to the point of beginning. Containing four hundred twenty (420) square feet.

Meaning to convey a portion of the same premises conveyed to Mary Louise Batchelder by warranty deed of Eleda B. Gregoire, dated February 27, 1959, and recorded in Strafford County Registry of Deeds, Book 699, Page 295.

This deed is being given as part of an exchange between said Mary Louise Batchelder and Helen W. Noel. See deed of Helen W. Noel to Mary Louise Batchelder, of even date, to be recorded herewith.



I, Wilfred H. Batchelder, husband, wife of said grantor, release to said grantee all rights of homestead and other interests therein.
 Witness, our hands and seals this 23 day of September, 19 80.

Witness
 Louise S. Chase
 Louise S. Chase

Mary Louise Batchelder
 Wilfred H. Batchelder
 L.S.

State of New Hampshire

Strafford County ss.:

September 23 A.D. 19 80.

Personally appeared Mary Louise Batchelder and Wilfred H. Batchelder, known to me, or satisfactorily proven, to be the person s whose name s are subscribed to the foregoing instrument and acknowledged that he y executed the same for the purposes therein contained.

Louise S. Chase Before me,

Louise S. Chase
 Justice of the Peace - Notary Public

REGISTER OF DEEDS
 STRAFFORD COUNTY

1980 SEP 26 AM 9:19

Louise S. Chase

Know All Men By These Presents

THAT I, Ralph E. King of Dover, County of Strafford and State of New Hampshire, for consideration paid, grant to Harold B. Noel and Helen W. Noel, both of Dover, County of Strafford and State of New Hampshire, as joint tenants with rights of survivorship, and not as tenants in common, with warranty covenants, a certain lot of land situated in Dover, County of Strafford and State of New Hampshire, being numbered twenty-four (24) on plan of Atlantic Heights, made by C. A. Thayer, Civil Engineer, dated August, 1909, and recorded in the Strafford County Registry of Deeds, plat book #354, page 501, to which reference may be had for a fuller description.

Being the same premises conveyed to Ralph E. King by Mrs. Robert J. Coates by deed dated March 2, 1920 and recorded in the Strafford County Registry of Deeds, Book 391, Page 308.



24

747
63

And I, Mabel King (wife) (HUSBAND) of said grantor, release to said grantees all rights of (dower) ~~RECEIVED~~ and homestead and other interests therein

Witness our hands and seals this 25th day of May, 1962.

WITNESS:

James A. Brannin
.....
T. A. Brannin

Ralph E. King
.....
Mabel King
.....

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

On this the 25th day of May, 1962, before me, the undersigned officer, personally appeared Ralph E. King and Mabel King known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

James A. Brannin
.....
Justice of the Peace
Title of Officer.

RECEIVED 9:30 A.M. MAY 28, 1962

EXAMINED BY

Marjorie E. Holmes

REGISTER

25?

653
485

KNOW ALL MEN BY THESE PRESENTS

That the City of Dover, a Municipal Corporation, situated in the County of Strafford and State of New Hampshire, for and in consideration of the sum of twenty-five (\$25.00) dollars to it in hand before the delivery hereof, well and truly paid by Harold Noel of said Dover, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim unto the said Harold Noel, his heirs and assigns forever, a certain tract of land situated in the City of Dover and described on the invoice book as land indexed in the City of Dover, New Hampshire Assessment Maps of 1949 as parcel 25-20.

Reference is also made to the Tax Deed of Edgar W. Bois dated June 10, 1953 and recorded in Strafford County Records, Book 617, Page 367.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereto belonging, to the said grantee, his heirs and assigns forever; and it does hereby covenant with the said grantee that it will warrant and defend the said premises to the said grantee, his heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from or under it.

And the City of Dover hereby releases all rights of Homestead, secured to it, by Chapter 260 of the Revised Laws of New Hampshire, or by any other statute or statutes of said State.

IN WITNESS WHEREOF, I, Thomas H. Keenan, Mayor of the City of Dover, by authority conferred upon me, do subscribe and cause the seal of the City of Dover to be affixed hereto this 30th day of September, in the year of our Lord, 1955.

Thomas H. Keenan
Mayor of the City of Dover

Signed, sealed and delivered in the presence of me:

John P. Keenan
City Clerk

STATE OF NEW HAMPSHIRE

County of Strafford, ss

On this 30 day of Sept, 1955, before me, the undersigned officer, personally appeared Thomas H. Keenan, Mayor of the City of Dover, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

John P. Keenan
Notary Public
Justice of the Peace

RECEIVED 11:30 A. M. Nov. 15, 1955

EXAMINED BY *John Mosen Dube* Registrar

26/27/PO28

Know All Men by These Presents

THAT I, Edmund J. Charest of Dover in the County of Strafford and State of New Hampshire

for and in consideration of the sum of one dollar and other valuable considerations to me in hand before the delivery hereof, well and truly paid by Harold B. Noel and Helen W. Noel, both of said Dover

the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeof, convey and confirm unto the said Harold B. Noel and Helen W. Noel, as joint tenants and not as tenants in common and ~~their heirs and assigns forever~~ to the survivor of them, their heirs and assigns forever,

A certain tract or parcel of land situate on the Southerly side of what is known as Fairview Avenue in said Dover, adjacent and Easterly of other property now belonging to said grantees, bounded and described as follows: Beginning at an iron post set in the ground situate on the Southerly side of said Fairview Avenue and at the Northwesterly corner of other land of said grantees; thence running South 59° East 53.2' to an iron stake set in the ground; thence turning and running South 11° 10' West a distance of 118.70' to an iron stake set in the ground; thence turning and running North 59° 30' West 79.8 to an iron stake set in the ground; thence turning and running North 23° 59' East a distance of 112.95' to an iron stake set in the ground and point of beginning.

Meaning and intending to convey lots No. 26, 27, and part of lot 28 on a plan of Atlantic Heights made by C. A. Thayer, C. E. dated August, 1909 and recorded in Strafford County Registry of Deeds Book 354, Page 501 conveyed to me by Quitclaim Deed of Rosalie Charest dated October 3, 1922 and recorded in Strafford County Registry of Deeds Book 403, Page 175.

The description of the above described property is in accordance with a plan made by H. G. Hersey, C. E. dated May, 1946 and to be recorded in Strafford County Registry of Deeds.

in common, and to the survivor of them,

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging, to them the said grantees, as joint tenants and not as tenants/ and their heirs and assigns, to them and their only proper use and benefit forever. And I the said grantor and my heirs, executors, and administrators do hereby covenant, grant and agree, to and with the said grantees and their heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and I am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever, except none

and that I

and my heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said grantees and their heirs and assigns, against the lawful claims and demands of any person or persons whomsoever. And I, Bernadette M. Charest, wife of the said Edmund J. Charest.

in consideration aforesaid, do hereby relinquish my right of dower ~~therein~~ in the before mentioned premises.

And we, and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved, or secured to us, or either of us, by Chapter 244 Revised Laws of the State of New Hampshire, or by any other law or laws of said State.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
day of June A. D. 1946
Signed, sealed and delivered in the presence of us:

21st

C. J. Grogan
10 20th

Edmund J. Charest
Bernadette M. Charest

STATE OF NEW HAMPSHIRE, **Strafford**,

SS.

A. D. 19 46.

Personally appeared the above named Edmund J. Charest and Bernadette M. Charest

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

C. J. Grogan JUSTICE OF THE PEACE.

RECEIVED 11:30 A. M. Nov. 15, 1955

EXAMINED BY Anna Maria Stach Register

Know All Men By These Presents

THAT I, HOMER H. RICHARDSON, of Dover, County of Strafford and State of New Hampshire

for and in consideration of the sum of One Dollar and other valuable considerations to me in hand before the delivery hereof, well and truly paid by Keith Edward Richardson and Homer H. Richardson, both of said Dover

the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, bargain, sell, alien, enfeoff convey and confirm unto the said

Keith Edward Richardson and Homer H. Richardson, to be ~~their heirs and assigns forever~~, held by these Grantees as tenants in common and not as joint tenants, their heirs and assigns forever, a certain tract or parcel of land, with the buildings thereon, situate in said Dover, on the westerly side of Whittier Street, Bounded and described as follows:

Beginning on the westerly side line of said Whittier Street at the southeasterly corner of land of said Homer H. Richardson and running southerly along the side line of said road a distance of one hundred thirty-seven feet (137') to land now or formerly of Harry R. Brown, et als.; thence turning and running westerly along the line of said Browns' land a distance of two hundred feet (200'); thence turning an angle and running northerly along the line of said Browns' land a distance of one hundred thirty-seven feet (137'); thence turning and running easterly on the line of said Homer H. Richardson's land a distance of two hundred feet (200') to the westerly side line of said Whittier Street to the point begun at.

For my title, see Strafford County Registry of Deeds, Book 601, Page 338.

The consideration for the transfer is less than one hundred dollars (\$100).

653
487

Know All Men by These Presents

THAT I, Edmond Joseph Charest of Dover, County of Strafford, State of New Hampshire

for and in consideration of the sum of One dollar (\$1.00) and other valuable considerations to me in hand before the delivery hereof, well and truly paid by Harold B. Noel and Helen W. Noel of said Dover

the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Harold B. and Helen W. Noel as joint tenants and to the survivor/ ^{their} heirs and assigns forever,

A certain tract of land with the buildings thereon, situate on the southwesterly side of Fairview Avenue in said Dover, bounded and described as follows: Beginning at a point on the southwesterly side of Fairview Avenue at the southeasterly corner of land herein conveyed, thence running S. 23° 59' W. a distance of 112.95 feet by other land of Edmond Joseph Charest, thence turning at an angle and running N 59° 30' W. a distance of 78 feet, ~~thence turning at an angle and running N. 59° 30' W. a distance of 78 feet,~~ thence turning at an angle and running N. 25° 30' E a distance of 113.33 feet to Fairview Avenue, thence turning at an angle and running S 59° E. a distance of 75 feet to the point begun at; together with the right to enter upon lots 31, 32 and 14 as shown on plan of Atlantic Heights by C.A. Thayer, C.E. dated August 1909 and recorded in Strafford County Registry of Deeds Book 354 Page 501 for the purpose of maintaining or repairing the sewer from the premises herein conveyed; being a portion of the premises conveyed to Edmond Joseph Charest by deed of Rosalie Charest dated Apr. 15, 1922 and recorded in Strafford County Registry of Deeds Book 401, Page 26.

{ U.S. Rev. }
{ \$8.25. }
{ 6/20/46 }

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging, to them the said grantees and their heirs and assigns, to them and their only proper use and benefit forever. And I the said grantor and my heirs, executors and administrators, do hereby covenant, grant and agree to and with the said grantees and their heirs and assigns that until the delivery hereof I am the lawful owner of the said premises and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever except and that I and my heirs, executors and administrators shall and will WARRANT AND DEFEND the same to the said grantees and my heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Bernadette M. Charest, wife ~~—wife of the said~~ Edmond Joseph Charest in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy, or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved or secured to us, or either of us, by Chapter 24, Public Laws of the State of New Hampshire, or by any other statute or statutes of said State.

IN WITNESS WHEREOF, ^{260 revised} we have hereunto set our hand and seal, this 1st. day of June in the year of our Lord, 19 46.

Signed, sealed and delivered in the presence of us:

Walter A. Calderwood

Edmund Joseph Charest (SEAL)

Bernadette M. Charest (SEAL)

STATE OF NEW HAMPSHIRE, Strafford SS.

June 1,

A. D. 1946

Personally appeared the above named Edmond Joseph Charest and Bernadette M. Charest

and acknowledged the foregoing instrument

to be their voluntary act and deed—Before me:

Received 3:40 P.M. June 20, 1946

Examined by

Walter A. Calderwood Justice of the Peace.

Register.

STATE OF NEW HAMPSHIRE, SS.

SS.

A. D. 19

Personally appeared the above named

and acknowledged the foregoing instrument

to be voluntary act and deed—Before me:

Received

Examined by

Justice of the Peace.

Register.

Quit. 600 6-4-19

401

Know all Men by these Presents.

THAT I, Rosalie Charest, sometimes called Rose Charest, of Dover in the County of Strafford and State of New Hampshire

for and in consideration of the sum of one dollar

to me in hand, before the delivery hereof, well and truly paid by Joseph Charest, my son, of said Dover

have remised, released and forever QUITCLAIMED, and by these presents do remise, release and forever quitclaim unto the said Joseph Charest

heirs and assigns forever.

a certain tract of land situate in said Dover and being lots numbered 14 and 32 on plan of Atlantic Heights made by C. A. Thayer, C. E., dated August 1909 and recorded at the Strafford Registry of Deeds Book 354 Page 501 to which reference may be had for a fuller description. Being the same premises conveyed to me by The Credit Foncier Canadien by deed dated May 27, 1915 and recorded at said registry Book 374 Page 460.

Also another tract being lots numbered 30 and 31 on said plan, which lots were conveyed to me by said Credit Foncier Canadien by deed dated December 4, 1916 and recorded at said Registry Book 379 Page 345.

Also another tract being lot numbered 15 on said plan which lot was conveyed to me by said Credit Foncier Canadien by deed dated January 18, 1919 and recorded at said Registry Book 386 Page 418.

Also another tract being lot numbered 16 on said plan, which lot was conveyed to me by said Credit Foncier Canadien by deed dated November 3, 1919 and recorded at said registry Book 390 Page 360.

Also conveying all my right, title and interest in and to any and all buildings on the above described premises.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereto belonging, to the said grantee, his heirs and assigns forever;
and I do hereby covenant with the said grantee
that I will warrant and defend the said premises to him the said grantee, his heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from or under me.

~~And I do hereby release all rights of HOMESTEAD, secured to me by Chapter 138, of the Public Statutes of New Hampshire, or by any other statute or statutes of said State.~~

And I do hereby release all rights of HOMESTEAD, secured to me by Chapter 138, of the Public Statutes of New Hampshire, or by any other statute or statutes of said State.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this fifteenth day of April A. D. 1922

Signed, sealed and delivered in the presence of us:

F. C. Keefe

Rosalie Charest SEAL

STATE OF NEW HAMPSHIRE, Strafford SS. April 15, 1922
Personally appeared the above named Rosalie Charest

to be her voluntary act and deed—Before me:

and acknowledged the foregoing instrument

Received 10:40 A. M. April 18, 1922.

Examined by

F. C. Keefe

Justice of the Peace.

Register.

STATE OF NEW HAMPSHIRE,

SS.

A. D. 19

Personally appeared the above named

and acknowledged the foregoing instrument

to be voluntary act and deed—Before me:

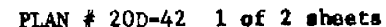
Justice of the Peace.

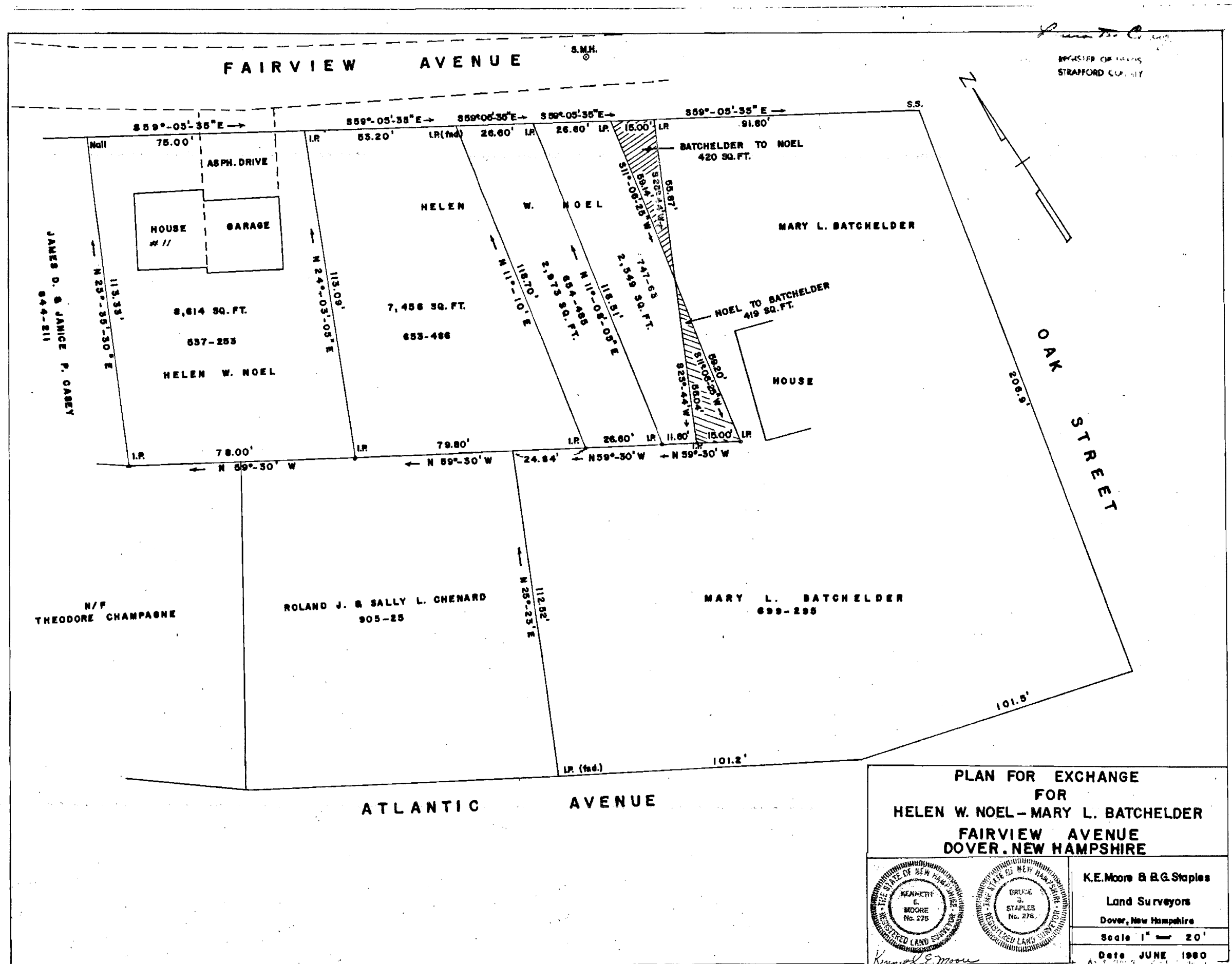
Received

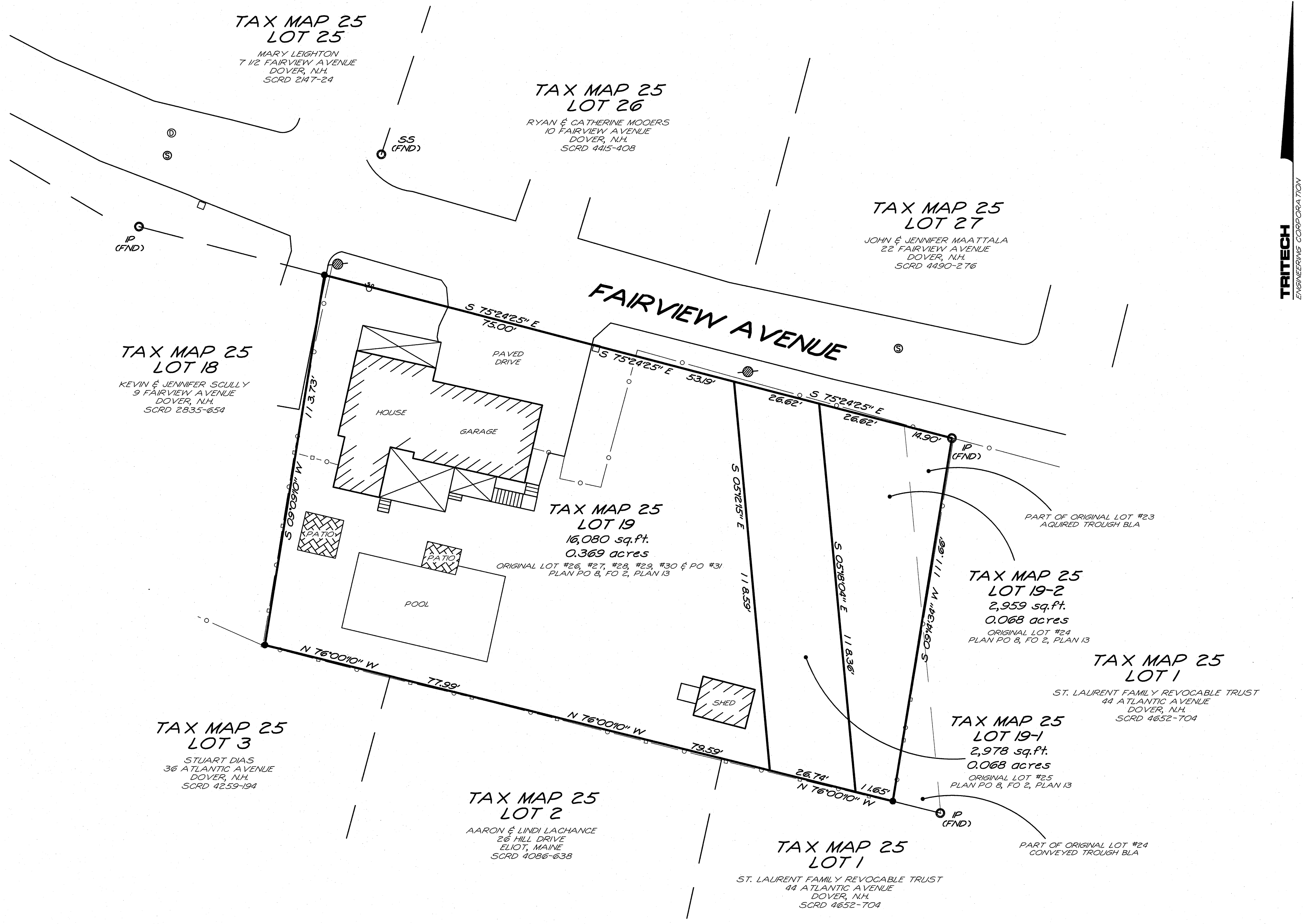
Examined by

Register.

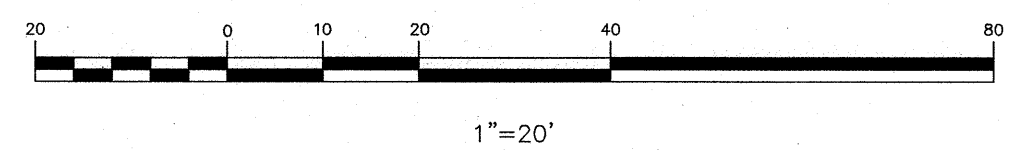
REGISTER OF DEEDS
SHERBORN COUNTY



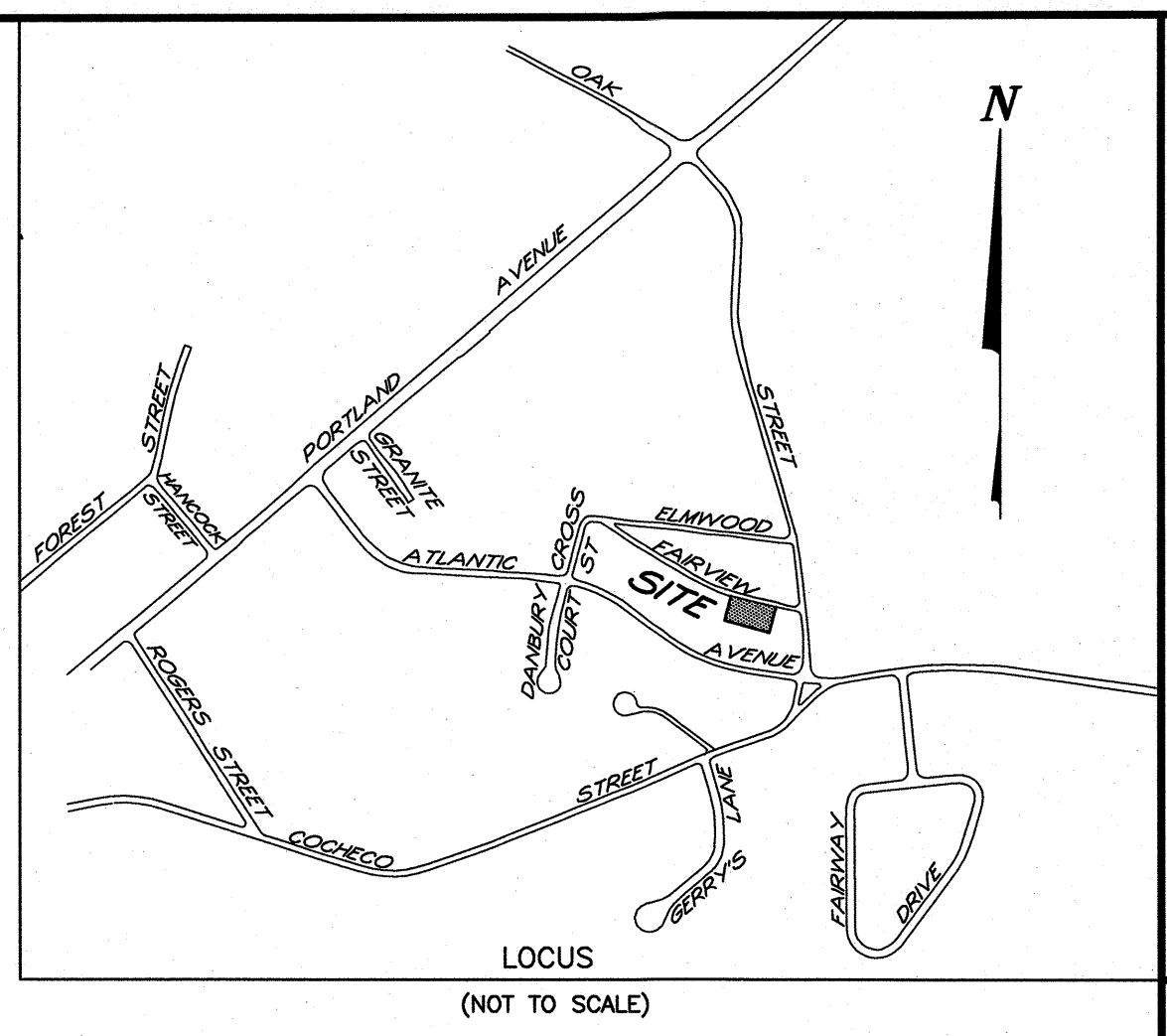




- LEGEND**
- 5/8" REBAR W-ID CAP SET
 - - - - - OVERHEAD WIRES
 - o - o - o - CHAIN LINK FENCE
 - □ - □ - □ - STOCKADE FENCE
 - UTILITY POLE
 - ⊙ SEWER MANHOLE
 - ⊙ DRAIN MANHOLE
 - CATCH BASIN
 - ⊕ WATER SHUT-OFF



TRITECH
ENGINEERING CORPORATION



- NOTES**
- 1.) INTENT: TO SHOW THE PROPOSED LOT RESTORATION OF MAP 25 LOT 19. RESTORING IT TO THE ORIGINAL LOTS #26, #27, #28, #29, #30 & PO #31 (COMBINED LOT 19) AND #25 (LOT 19-1) AND LOT #24 (LOT 19-2) FROM THE ORIGINAL SUBDIVISION PLAN, RECORDED IN THE SCRD POCKET 8, FOLDER 2, PLAN #13. SEE RSA 674:39 aa.
 - 2.) CURRENT OWNER: RICHARD A. & LINDA C. LONG
11 FAIRVIEW AVENUE
DOVER, NEW HAMPSHIRE
 - 3.) TOTAL PARCEL AREA: MAP 25 LOT 19: 22,018 SQ.FT. - 0.505 ACRES
 - 4.) TAX MAP 25 LOT 19
 - 5.) CURRENT DEED: BOOK 2140 PAGE 555
 - 6.) SUBJECT PARCEL ARE LOCATED IN THE CITY OF DOVER, COUNTY OF STRAFFORD AND THE STATE OF NEW HAMPSHIRE.
 - 7.) PROJECT PLAN REFERENCE:
ATLANTIC HEIGHTS
DOVER, N.H.
OWNED BY
MAYRAND LAND CO.
C.A. THAYER, ENGR.
AUGUST 1989 SCRD PO #8 FO #2 PLAN #13

PLAN FOR EXCHANGE FOR
HELEN W. NOEL - MARY L. BATCHELDER
FAIRVIEW AVENUE
DOVER, NEW HAMPSHIRE
K.E. MOORE & B.G. STAPLES
JUNE 1980 SCRD 200-42

PLAN OF LAND
OWNED BY E.J. CHAREST
DOVER, N.H.
H.G. HERSEY C.E.
MAY 1946 SCRD PO 2 FO 21 PL 4

BOUNDARY PLAN
WOLCOTT HOLDINGS, INC.
28 ATLANTIC AVENUE
DOVER, NEW HAMPSHIRE
TRITECH ENGINEERING CORPORATION
JUNE 25, 2015

PLAN SHOWING LOTS 14, 15, 16 & 17
OWNED BY
THEODORE M. CHAMPAGNE
AND HAROLD G. HERSEY
H.G. HERSEY
MAY 1956 SCRD PO 4 FO 2 PL 35
 - 8.) ZONING: R-12
MIN. LOT SIZE: 12,000 SQ.FT.
MIN. FRONTAGE: 100 FT
MIN. SETBACKS:
FRONT: 15 FT MIN.-25 FT MAX. (BUILD TO LINE)
SIDE: 15 FT - 6 FT PER 170-14(A)(2)
REAR: 15 FT
 - 9.) THE RAW UNADJUSTED CLOSURE OF OUR RANDOM POINT TRAVERSE WAS 1' PART IN 64,000, AND WAS ACCOMPLISHED USING A LEICA 703 TOTAL STATION, DURING THE MONTH OF JUNE, 2015.
 - 10.) BASIS OF BEARING: DETERMINED MAGNETICALLY IN JUNE, 2015.

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

DATE: 01/19/2021

ROBERT J. STOWELL, LLS #884

TRITECH
ENGINEERING CORPORATION

785 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03860
TELEPHONE 603 742 8107
FAX 603 742 8830

REVISIONS	DATE	DESCRIPTION

LOT RESTORATION PLAN

RICHARD A. & LINDA C. LONG

11 FAIRVIEW AVENUE

DOVER, NEW HAMPSHIRE

JANUARY 19, 2021

JOB No. 20136

SCALE: 1" = 20'

SHEET NO.

LR-1



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.02.10 – 019**
Resolution Re: B14074 Central Avenue Urban Core (Phase I) Water Transmission Project, Additional Scope of Work No. 16, Underwood Engineers, Inc.

WHEREAS: A sealed Request for Qualifications (RFQ) B14074 was issued and received for Professional Engineering Services for Water Systems Facility Upgrades on July 9, 2014 at 11:00 am. Four firms replied and interviews were conducted on August 3, 2014 with representatives from all four firms. The evaluating committee recommended award to Underwood Engineers, Inc. of Portsmouth, NH as the top ranked firm for this project; and

WHEREAS: The City received Additional Scope of Work #16 in the amount of \$155,000.00 for the survey, preliminary design of water main, subsurface and CCTV investigation, final design and bidding of the Central Avenue Urban Core (Phase I) Water Transmission project. The project is intended to replace a critical 1880's vintage water line, and will extend from Central Avenue, by the railroad tracks crossing near 4th Street, and running all the way up to the Garrison Hill Water Storage Tank; and

WHEREAS: In the event that there are additional grant stimulus funds coming to the City this winter/spring, there is a need to proceed expeditiously with the design phase to be shovel-ready prepared, therefore, it is the recommendation to proceed with a contract in the amount of \$155,000.00 to Underwood Engineers, Inc.

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

The Purchasing Agent is hereby authorized to issue a purchase order for Additional Scope of Work #16 to Underwood Engineers, Inc. of Portsmouth, NH for engineering services that include the survey, preliminary design of water main, subsurface and CCTV investigation, final design and bidding of the Central Avenue Urban Core (Phase I) Water Transmission project in the amount not to exceed \$155,000.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
5300.1.300.43320.4757.03568.22.	Water Main Replacement-Central Avenue	1,900,000	1,900,000

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk

Document Created by: Purchasing
Document Posted on: February 4, 2021

R-2021.02.10 B14074 Central Avenue Urban Core (Phase I)
Water Transmission Project, Additional Scope of Work No. 16,
Underwood Engineers, Inc.
Page 1 of 5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.02.10 – 019**
Resolution Re: B14074 Central Avenue Urban Core (Phase I) Water
Transmission Project, Additional Scope of Work No. 16,
Underwood Engineers, Inc.

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.02.10 – 019**
Resolution Re: B14074 Central Avenue Urban Core (Phase I) Water
Transmission Project, Additional Scope of Work No. 16,
Underwood Engineers, Inc.

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested the submission of Statements of Qualifications from full service engineering firms to provide services for water system facilities upgrades including, but not limited to, eight wells and three water treatment facilities. Underwood Engineers, Inc. was selected via council approval for Phase I on November 12, 2014 and awarded Phase II in the amount of \$350,300.00 on October 26, 2016 via Resolution

[R-2016.10.26-142.](#)

Additional Scope of Work #1 to Phase II for \$4,700 Temporary PFSA Treatment and \$7,300 conceptual permanent treatment considerations Additional Scope of Work #1 total \$12,000 was approved via council resolution [R-2017.08.09-093.](#) New total contract \$362,300.00.

Additional Scope of Work #2 adding \$210,900 additional services at Rochester Road and Bellamy was approved via council resolution [R-2017.08.09-093.](#) New total contract \$573,200.00.

Additional Scope of Work #3 adding \$82,100 additional services for Somersworth Interconnection was approved via council resolution [R-2017.08.09-093.](#) New total Contract \$655,300.00.

Additional Scope of Work #4 adding \$94,948 additional services for Washington and Main was approved via council resolution [R-2017.11.08-158.](#) New total contract \$750,248.00.

Additional Scope of Work #5 adding \$894,000 additional services for Contract I water transmission main and Contract III Willand Pond, Smith/Cummins Wells and Somersworth Interconnection was approved via council resolution [R-2019.01.09-006.](#) New total contract \$1,644,248.00.

Additional Scope of Work #6 adding \$18,400 for Portsmouth-Dover Water Interconnection. New total contract \$1,662,648.00.

Additional Scope of Work #7 adding \$9,400 additional services for Raw Water Transmission Main and Smith and Cummings and Willand Pond facility improvements. New total contract \$1,672,048.00

Additional Scope of Work #8 adding \$43,700 for engineering survey and preliminary design phase engineering services for Central Avenue North Water Improvements in the amount of \$43,700 was approved via council resolution [R-2020.05.13-074.](#) New total contract \$1,715,748.00.

Additional Scope of Work #9 adding \$108,200 for engineering services, including survey, design, subsurface (borings & probes), permitting and bidding services for Littleworth Road Water Improvements was approved via council resolution [R-2020.05.13-074.](#) New total contract \$1,823,948.00.

Additional Scope of Work #10 adding \$240,000 for construction administration, resident project representative services, startup services, preparation of an operational and maintenance manual, record drawings, SRF and Trust Fund administration and compliance, and special services for water facilities improvements [Phase II Contract IV – Bellamy Recharge Facility \(Bid #B20039\)](#) was approved via council resolution [R-2020.06.24-114.](#) New contract total \$2,063,948.00.

R-2021.02.10 B14074 Central Avenue Urban Core (Phase I)
Water Transmission Project, Additional Scope of Work No. 16,

Document Created by: Purchasing
Document Posted on: February 4, 2021

Underwood Engineers, Inc.
Page 3 of 5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.02.10 – 019**
Resolution Re: B14074 Central Avenue Urban Core (Phase I) Water Transmission Project, Additional Scope of Work No. 16, Underwood Engineers, Inc.

Additional Scope of Work #11 adding \$10,000 for a Water Storage Tank Evaluation of the Garrison Hill Tank was approved via council resolution [R-2020.06.24-114](#). New contract total \$2,073,948.00.

Additional Scope of Work #12 adding \$37,000 for preliminary design services at French Cross Road Water Treatment Plan and Hughes Well was approved via council resolution [R-2020.06.24-114](#). New contract total \$2,110,948.00.

Additional Scope of Work #13 adding \$191,100 for professional engineering services for the construction phase, which includes construction administration, resident project representative services, record drawings and geotechnical and soil testing for Main Street and Washington Street Water Improvements approved via council resolution [R-2020.09.23-155](#). New contract total \$2,302,048.00.

Additional Scope of Work #14 adding \$86,600 for final design and bidding services for Central Avenue North Water Improvements approved via council resolution [R-2020.11.18-187](#). The Central Avenue North Water Improvements project will replace an 1888 vintage 6-inch diameter, cast iron water main with a new 12-inch main. It will run on Central Avenue from Abbey Sawyer Memorial Drive up to Glenwood Avenue. It will significantly improve reliability and fire flow capacity and replace a 130 year old pipe. New contract total \$2,388,648.00.

Additional Scope of Work #15 adding \$190,000 for the Rehabilitation of the Garrison Hill tank planned under the Phase II Water Facility Improvements and replacement of adjacent cast iron main that feeds the tank, including the preliminary design of composite elevated tank, survey, subsurface investigations and final design approved via council resolution [R-2020.01.27-016](#). New contract total \$2,578,648.00.

Additional Scope of Work #16 is being requested for the survey, preliminary design of water main, subsurface and CCTV investigation, final design and bidding of the Central Avenue Urban Core (Phase I) Water Transmission project in the amount not to exceed \$155,000.00. The Central Avenue Urban Core (Phase I) will include replacement of the 16" transmission main from the railroad tracks north to, and including, Abbey Sawyer Road. The intent would be to complete the construction during 2022, in advance of the City's 400-year celebration. The final section for replacement would include Central Avenue from Silver Street to the railroad tracks, which would likely follow in 2023. In the event that there are additional grant stimulus funds coming to the City this winter/spring, there is a need to proceed expeditiously with the design phase to be shovel-ready prepared. Breakdown of Professional Engineering Services are as follows:

Task	Total
Task 1 – Survey	\$45,149
Task 2 – Preliminary Design of Water Main	\$18,977
Task 3 – Subsurface & CCTV Investigations	\$29,794
Task 4 – Final Design of Water Main	\$53,674
Task 5 – Bidding	\$7,406
Total	\$155,000

New contract total \$2,733,648.00.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2021.02.10 – 019**
Resolution Re: B14074 Central Avenue Urban Core (Phase I) Water
Transmission Project, Additional Scope of Work No. 16,
Underwood Engineers, Inc.

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:	206	Number of Responses:	4
Warranty:	n/a	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	2021
Recommended Award to:	Underwood Engineers, Inc.	Fund:	FY22 CIP Water
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.

[B14074 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2021.02.10 – 020**

Resolution Re: Approval to Enter an Intermunicipal Agreement to Participate in the Adaptive Management Framework under the Great Bay General Permit.

- WHEREAS: The City of Dover owns and operates a Wastewater Treatment Facility located at 484 Middle Road; and
- WHEREAS: On November 24, 2020 the EPA Region 1 issued the Great Bay Total Nitrogen Permit for Wastewater Treatment Facilities in New Hampshire (“General Permit”) with an effective date of February 1, 2021; and
- WHEREAS: In the event Dover opts into the General Permit, which is the subject of a related resolution on the current agenda, Dover will need to address the various requirements and expectations of the General Permit; and
- WHEREAS: The General Permit provides for the submission of a proposed Adaptive Management Framework addressing future ambient monitoring, pollution tracking, pollution reductions and planning, and review of significant scientific, methodological, and protective target nitrogen load issues; and
- WHEREAS: Planning and execution of adaptive management will benefit significantly from collaboration between Permittees, EPA, New Hampshire Department of Environmental Services (“NHDES”), and other stakeholders (including the Conservation Law Foundation (“CLF”)); and
- WHEREAS: RSA 53-A:1 permits municipalities to enter into intermunicipal agreements in their mutual benefit; and
- WHEREAS: In order to effectively, and efficiently, collaborate for the development and execution of the Adaptive Management Framework and future work tasks related to the General Permit, staff for the Cities of Dover, Rochester, and Portsmouth have prepared an Intermunicipal Agreement for the Development of an Adaptive Water Quality Management Plan for Great Bay Estuary (“Great Bay Intermunicipal Agreement”) that meets the requirements of RSA chapter 53-A; and

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

Pursuant to RSA 53-A:3, I, the Great Bay Intermunicipal Agreement is approved. On behalf of the City of Dover, the City Manager is authorized to execute the Great Bay Intermunicipal Agreement, either as drafted or as may be revised, so long as the final agreement contains substantially the same form and terms as the current draft. The City Manager is further authorized to take such actions as may be necessary to fulfill the City’s obligations under the Great Bay Intermunicipal Agreement, within the limits of appropriations for this and future fiscal years.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2021.02.10 – 020**

Resolution Re: Approval to Enter an Intermunicipal Agreement to Participate in the Adaptive Management Framework under the Great Bay General Permit.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

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

Recorded by: Susan M. Mistretta
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.2. Resolution Number: R – 2021.02.10 – 020 Resolution Re: Approval to Enter an Intermunicipal Agreement to Participate in the Adaptive Management Framework under the Great Bay General Permit.
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RESOLUTION BACKGROUND MATERIAL:

For reference, attached is the current draft of the Intermunicipal Agreement for the Development of an Adaptive Water Quality Management Plan for Great Bay Estuary.

At a workshop meeting of City Council on January 6, 2021, City staff provided an overview of the details of the Total Nitrogen General Permit and an intermunicipal agreement relating to same. The materials provided at that workshop meeting are available at [this link](#).

By way of brief overview, entering an Intermunicipal Agreement will provide a mechanism for formal commitments by communities, enhance collaboration, and ensure the best and most efficient use of resources (avoiding duplication) with respect to the adaptive management process contemplated in Part 3 of the General Permit. The Intermunicipal Agreement would assist coordination between municipalities, as well as with EPA, NH Department of Environmental Services, and other stakeholders, including Conservation Law Foundation (“CLF”) and the Piscataqua Region Estuaries Partnership (“PREP”).

Pursuant to RSA 53-A:3, V, the New Hampshire Attorney General’s Office has reviewed, and approved, the Intermunicipal Agreement. The next step is for participating communities’ governing bodies to approve and opt into the Intermunicipal Agreement. As indicated in the attached draft, the Cities of Rochester and Portsmouth are expected to join with Dover as founding members. Dover, Rochester, and Portsmouth, however, also expect and will be working to ensure that many, if not all, other communities and permittees will eventually also opt to join the agreement.

As drafted, the Intermunicipal Agreement allows for communities to withdraw from the agreement in the future should they choose to do so.

The Intermunicipal Agreement also provides a mechanism for setting, and funding, the financial commitments and needs of the collaborative. The formula for cost sharing is discussed on page 5 (Paragraph VII(B) and (C)) of the Intermunicipal Agreement. The formula is weighted according to the design flow of the community’s plant. Attachment 4 to the Intermunicipal Agreement provides a cost allocation sample based on annual costs to the collaborative of \$100,000, \$250,000, and \$500,000. Dover would share the third largest contribution percentage, behind Portsmouth and Rochester.

Document Created by: Legal Document Posted on: February 4, 2021	R-2021.02.10 Approval to Enter an Intermunicipal Agreement to Participate in the Adaptive Management Framework under the Great Bay General Permit. Page 3 of 3
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INTERMUNICIPAL AGREEMENT
FOR DEVELOPMENT OF AN ADAPTIVE WATER QUALITY MANAGEMENT PLAN
FOR GREAT BAY ESTUARY

The parties to this Intermunicipal Agreement are the City of Rochester, the City of Dover and the City of Portsmouth and those additional municipalities and towns that have executed this Agreement in accord with its provisions below.

WHEREAS, the U.S. Environmental Protection Agency Region I (“EPA”) issued the Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) on November 24, 2020 (the “General Permit”);

WHEREAS, municipalities and towns that own or operate any of 13 certain municipal wastewater treatment facilities covered by the General Permit may choose to Opt-In to the General Permit by April 2, 2021 and become permittees (the “Permittees”);

WHEREAS, the Cities of Rochester, Dover and Portsmouth operate wastewater treatment facilities in the Great Bay Estuary plan to Opt-In to the General Permit;

WHEREAS, the Cities of Rochester, Dover and Portsmouth are seeking to collaborate with each other, with other Permittees, with other communities in the watershed as well as with all involved regulators and stakeholders in an adaptive management framework addressing water quality and overall TN source reductions to the Great Bay estuary as described in Part 3 of the General Permit;

WHEREAS, the General Permit envisions the elements of an adaptive management framework for the Great Bay estuary as including (1) ambient water quality monitoring (2) pollution tracking (3) pollution reduction planning and implementation, and (4) review of significant scientific, methodological, and protective target nitrogen load issues of importance to the Permittees;

WHEREAS, the General Permit describes adaptive management implementation as including collaboration between Permittees and EPA, the State of New Hampshire through its Department of Environmental Services, (“NHDES”), and public, private, commercial, and other stakeholders including the Conservation Law Foundation (“CLF”);

WHEREAS, Permittees are required by the General Permit to submit a detailed proposal on or before July 31, 2021; and

WHEREAS, through this Intermunicipal Agreement, the Permittees seek to implement the Intermunicipal Plan For Adaptive Water Quality Management In the Great Bay Estuary dated December 14, 2020 (“Plan”) and included as Attachment 1.

WHEREAS, RSA 53-A:1 permits “...municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and

counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities”;

THEREFORE, pursuant to RSA 53-A:3, the Permittees enter into this Agreement for the purposes described above as follows:

I. DEFINITIONS

- A. “Contribution Formula” that mechanism for allocating costs among the Members who are Permittees.
- B. “Executive Board” that administrative and management body charged with the responsibilities described in paragraph V.
- C. “Member” that municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, that has indicated its intent to be a part of this Agreement by executing Attachment 2.
- D. “Recommended Annual Contribution for Monitoring” that amount recommended annually by the Executive Board and adopted by the Members for water quality monitoring and analysis.

II. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to implement the Plan to improve water quality in the Great Bay estuary and to take such other and further collaborative action which may be agreed upon to fulfill or assist Permittees’ compliance with the General Permit. No separate corporate entity is being created as this instrument is intended to assist with joint administrative and executive functions associated with implementation of the Plan and to generate and coordinate funding recommendations necessary to implement the Plan.

III. DURATION OF AGREEMENT

The term of this Agreement runs from March 1, 2021 to February 28, 2026. This Agreement may be renewed for an additional term to be determined by vote of the majority of the Members.

IV. MEMBERS

- A. Membership. The initiating Members to this Agreement are: the City of Rochester acting through its City Manager; the City of Dover acting through its City Manager and the City of Portsmouth acting through its City Manager. Additional Members may be added to this Agreement by

executing Attachment 2 and identifying the acting authority (such as Town Manager, Town Administrator, Sewer Commission) and providing an executed Attachment 2 to the Executive Board . Any municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, is eligible to be a Member.

The Members for purposes of this Agreement shall be called the Municipal Alliance for Adaptive Management.

- B. Organizational Meeting There will be an initial meeting of Members after the Opt-in date of April 2, 2021 but before April 30, 2021 to be set by the City Manager of the City of Rochester. The purpose of the meeting will be to have the Members vote on appointing up to two At-Large Members to the Executive Board and setting the recommended 2021 Contribution Goal. The Executive Board is further defined in Section V. Meetings are discussed further in Section VI.

V. **EXECUTIVE BOARD**

- A. Purpose and Authority of Executive Board. The Executive Board has the authority to enter into contracts on behalf of the Municipal Alliance for Adaptive Management in order to implement the Plan, to receive and manage funds by way of the fiscal agent (defined below), to approve bills and disbursements, to make funding recommendations and to circulate documents necessary in order to keep Members informed, to set the annual meeting of the members, to participate in discussions with stakeholders, and to conduct such other activities as the Executive Board deems necessary and proper to carry out the purposes of this Agreement. The Executive Board does not otherwise have authority to acquire or hold items of personal or real property.
- B. Officers. Beginning with its first meeting and then annually thereafter, the Executive Board shall elect a Chair, Vice Chair and a Clerk from the members of the Executive Board.
- C. Membership of Executive Board. The Executive Board shall be composed of three Standing Members consisting of the city managers of the City of Rochester, the City of Dover, and the City of Portsmouth. The Members may select up to two additional At-Large Members of the Executive Board from other communities.

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this

Agreement is made. At-Large Executive Board Members must be Permittees.

There are no term limits for Executive Board members. Executive Board members may appoint designees if that designee has decision-making authority.

In the event any vacancy occurs for At-Large Executive Board Members, the Executive Board shall within thirty (30) days of the vacancy call a meeting of the Members so that the Members may select a replacement.

In the event more than three Members are communities from Maine, those members from Maine may request that the Executive Board be expanded to include a Member from Maine, which request will be granted provided there is an agreement on a formula for contribution to the activities contemplated by this Agreement.

- D. No Personal Liability. Executive Board members and its officers shall not be personally liable for any debt, liability or obligation of the Municipal Alliance for Adaptive Management. All persons having any claim against the Municipal Alliance for Adaptive Management may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Municipal Alliance for Adaptive Management.

VI. MEETINGS

- A. Annual meetings of the Members. After the initial Organizational Meeting a meeting of the Members shall be held at least annually in the last quarter of each calendar year. At the Annual Meeting the Members shall vote on the Recommended Contribution for the following calendar year.

Annual meetings of the Members shall be subject to the requirements of public meetings as required by NH RSA 91-A. Members shall have the ability to participate telephonically and by video conference as may be permitted under NH RSA 91-A.

Each Member is afforded one vote in all matters that require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

- B. Executive Board Meetings. The Executive Board shall meet at least biannually or more frequently at the call of the Chair at such times and places that are mutually convenient. The meetings of the Executive Board are not public meetings as that term is defined by NH RSA 91-A.

Voting. If there are three Executive Board Members, a quorum is two (2) Members. If there are five or more Executive Board members a quorum is three Members. All votes will pass by simple majority.

Attendance. Attendance for purposes of quorum and voting may be by telephone or video conference. A record of the actions taken by the Executive Board shall be distributed to the Members within ten (10) calendar days of any meeting. Distribution may be by e-mail.

VII. **WORK AND COST -SHARING**

- A. Initial Water Quality Work. The Cities of Rochester, Dover and Portsmouth identified an initial scope of work necessary to initiate the adaptive management opportunity identified in Part 3 of the General Permit. Water quality specialists within the engineering firm of Brown and Caldwell were solicited to submit a proposal to complete the scope of work. Due to the time constraints imposed by the Permit and the schedule of other stakeholders including PREP to develop a water quality monitoring plan for the upcoming sampling season, the three cities entered into a memorandum of agreement to share equally the costs of the work described. The Memorandum of Agreement and the Scope of Work is set forth at Attachment 3. This paragraph is for informational purposes only and will not form a part of a request for financial contribution from other Members.
- B. Participation in Water Quality Monitoring, Data Gathering and Analysis. Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders ("Annual Contribution for Monitoring"). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 ("Contribution Formula"). The Contribution Formula may be amended by a majority vote of the Members who are also Permittees.
- C. Recommended Annual Contribution for Monitoring. The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 and no more than \$500,000. The Executive Board shall develop a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are also Permittees shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

- D. Other Work. The Executive Board may make such additional recommendations to the Members to finance other work consistent with the Plan. Such other work if voted upon by the Members shall be financed according to the Contribution Formula.
- E. Fiscal Agent. The Members agree that the City of Rochester ("City") will be the fiscal agent for Municipal Alliance for Adaptive Management, with the authority to collect, hold, invest, disperse and pay funds held on behalf of the Municipal Alliance for Adaptive Management at the direction of the Executive Board.
- F. Accounting for Funds. The Executive Board with assistance from the Fiscal Agent shall provide to the Members an annual accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.
- G. Funds upon Termination. Upon termination of this Agreement, no individual employee or member of the Executive Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of all the Members made in the year of distribution.

VIII **POLLUTION TRACKING**

The Executive Board anticipates making recommendations to Members to participate in certain pollutant tracking programs. Members agree to make good faith efforts to participate in such pollution tracking programs.

IX. **TERMINATION**

- A. Mutual Agreement. This Agreement may be terminated prior to the end of the term upon mutual agreement of the Members.
- B. Withdrawal of a Member at the Conclusion of the Term. A Member wishing to withdraw from the Agreement at the end of the term and not interested in renewal shall give written notice to the Executive Board at least three months before the expiration of the term. The Executive Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.
- C. Withdrawal of Member Prior to Expiration of Term. A Member wishing to withdraw from the Agreement before the end of the term shall be responsible for its share of any outstanding Recommended Annual Contribution for Monitoring for the year in which the terminating Member gives notice of termination. Notice of withdrawal shall be in writing from the Member to the Executive Board at least thirty (30) days prior to termination. The Executive Board will notify the other Members of any

Member's withdrawal through their authorized agents who have executed this Agreement.

- D. Appeal of General Permit. This Agreement is being entered into prior to the expiration of the period of appeal of the General Permit. In the event of any appeal of the General Permit, any Member may withdraw from this Agreement without penalty as described in paragraph C..

X. ISSUANCE OF BONDS

The Members do not intend to issue bonds jointly as permitted by RSA 53-A:6. Should the Members decided to do so at a later time, an amendment to this Agreement shall be undertaken to specify those items required by RSA 53-A:6, II.

XI. OTHER

- A. Amendment. This Agreement may be amended only by written Agreement signed by two-thirds of the Members.
- B. Authority. All Members undersigned represent and agree that they have the authority to enter into this Agreement.
- C. Notices. Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.
- D. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.
- F. Separate Document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Compliance with RSA 53-A:
- Pursuant to RSA 53-A:3 IV, this Agreement does not relieve any of the Members of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Executive Board. Performance may be offered in satisfaction of the obligation or responsibility.
 - Pursuant to RSA 53-A:3 V, this Agreement shall be submitted to the NH Attorney General who shall determine whether the

agreement is in proper form and compatible with the laws of this state.

- Pursuant to RSA 53-A:4, this Agreement shall be filed with the clerk of each municipality and with the NH Secretary of State.
- Pursuant to 53-A:5, this Agreement shall be submitted to the NH Department of Revenue Administration as a condition precedent to its entry into force.

This Submission and approval shall be in addition to and not in substitution for the requirement of submission to and approval by the NH Attorney General.

Dated this _____ day of _____, 2021.

CITY OF ROCHESTER

By: _____
Blaine Cox, City Manager

Dated this _____ day of _____, 2021.

CITY OF DOVER

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

Dated this _____ day of _____, 2021.

CITY OF PORTSMOUTH

By: _____
Karen S. Conard, City Manager

INTERMUNICIPAL PLAN FOR ADAPTIVE WATER QUALITY MANAGEMENT IN THE GREAT BAY ESTUARY

DECEMBER 14, 2020 DRAFT

This plan outlines a collaborative effort by and among municipalities in furtherance of their mutual interests in appropriate management and protection of water quality in the Great Bay estuary and, for those that opt for coverage under NPDES Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) issued by U.S. Environmental Protection Agency Region I (“EPA”) on November 24, 2020 (the “General Permit”), in the coordinated, cost-effective implementation of the permit’s adaptive management framework.

BACKGROUND

A. General Permit Overview. The General Permit was recently established as an available permitting option for eligible municipal permittees (the “Permittees”) that own or operate any of 13 certain municipal wastewater treatment facilities (“WWTFs”). Its optional approach for the limitation and control of total nitrogen (“TN”) discharges from covered WWTFs combines relatively less stringent TN effluent limitations (as compared to those EPA would otherwise anticipate imposing under individual permits) with the opportunity for the Permittees to collaborate in an adaptive management framework addressing overall TN source reductions to the Great Bay estuary.

B. Adaptive Management Opportunity. As set forth in Part 3 of the General Permit, EPA envisions the elements of an adaptive management framework for the Great Bay estuary as including the General Permit, ambient monitoring, pollution tracking, reduction planning, and review of significant scientific, methodological, and protective target nitrogen load issues of great importance to the Permittees. The General Permit also describes adaptive management implementation as including collaboration between or among EPA, the State of New Hampshire (including the Department of Environmental Services, “NHDES”), and public, private, commercial, and other stakeholders (including the Conservation Law Foundation (“CLF”) with which the Permittees desire to increase coordination to achieve mutual goals). For Permittees that opt for coverage, the General Permit contemplates that the Permittees will participate in this collaboration by submitting a detailed proposal on or before the associated July 31, 2021 deadline.

C. Consistency with Municipal Goals. The adaptive management framework of the General Permit provides an approach to advancing mutual water quality protection interests while also correcting and improving the scientific and technical basis for proper water quality management and protection of the Great Bay estuary. This framework generally has the potential to meet important goals identified by the Permittees during the NPDES permitting process such as improving and protecting water quality based on sound science and public policy, increasing collaboration, resolving significant municipal concerns, aligning governmental authorities on near-term actions and investments, supporting wastewater and stormwater nitrogen removal, supporting ambient monitoring efforts, adopting measurable and achievable TN reductions protective of ecosystem health and resilience, laying a solid foundation for appropriate future investments, and avoiding disputes and delays. This framework is also generally consistent with

certain guiding principles that the Permittees identified during the permitting process, including timely issuance of the first watershed-scale TN General Permit for Great Bay, effectiveness and cost-effectiveness of wastewater and stormwater controls, and steady progress and true adaptive management building on significant WWTF nitrogen reductions already made.

D. Acknowledgment of Common Interests. The Permittees acknowledge and share certain interests with EPA, NHDES, and key stakeholders such as CLF in successful implementation of the adaptive management framework. The Permittees desire to fully and effectively participate in the adaptive management process, not only to meet their own goals and interests, but also to address the scientifically-defensible reasonable interests of these governmental and non-governmental stakeholders in a fiscally responsible manner.

Therefore, in furtherance of mutual interests of the Permittees in continuing to be good stewards of the Great Bay estuary, appropriately protecting water quality, and meeting the needs of the citizens of their communities, the Permittees have established this intermunicipal plan for the development of a joint adaptive management framework proposal in accordance with the General Permit.

JOINT ADAPTIVE MANAGEMENT FRAMEWORK PROPOSAL DEVELOPMENT PROCESS

1. Collaborative Development Process. The Permittees recognize and support the collaborative nature of the adaptive management framework and welcome the opportunity to work in partnership with EPA, NHDES, Piscataqua Region Estuaries Partnership (“PREP”), CLF and other relevant entities to advance nitrogen management in the Great Bay estuary.

a. Municipal Cooperation and Coordination. The Permittees intend to confer and coordinate with one another on all relevant aspects of developing an approvable joint proposal addressing the adaptive management framework elements specified by the General Permit (the “Joint Proposal”) as generally described herein. Although it assumed that most if not all Permittees will prefer to opt for coverage under the General Permit, Permittees that instead opt for individual permit coverage may still participate in this watershed-level process.

b. Consultation with Interested Third Parties. In the course of developing the Joint Proposal, the General Permit’s adaptive management framework encourages, and the Permittees intend to engage in, consultation from time to time as appropriate with EPA, NHDES, PREP, and CLF, , which the Permittees consider to be key governmental partners or stakeholders that share certain goals and interests in common with the Permittees. In addition, significant public participation is anticipated and welcomed by the Permittees. Without limiting the foregoing overarching intent, certain specific opportunities for consultation with identified partners and stakeholders are identified below.

2. Planned Scope of Joint Proposal. The scope of the Joint Proposal is expected to be developed in a manner that meets or exceeds the minimum requirements of Part 3 of the General Permit summarized below and further organized on the basis of priority Nitrogen Reduction Efforts (Paragraph 3 below) and concurrent Endpoint Planning Efforts (Paragraph 4 below).

3. Nitrogen Reduction Efforts. The Permittees intend to prioritize planning and implementation of the following Nitrogen Reduction Efforts during the 2021-2025 permit term, without delay, concurrent with Endpoint Planning Efforts useful for determining long-term water quality goals.

a. Nitrogen Source Reduction Plans. The General Permit (Part 3, Paragraph 1.c.) seeks a proposed outline or plan for overall source reductions of TN over the course of the permit term. The Joint Proposal will address a process and timeline for developing and implementing such TN control measures, including specific short-term control measures for various sources of TN loadings as well as the identification, design, installation, operation and maintenance of specific projects to reduce TN loads. Without limiting the foregoing measures, consideration will be given to the feasibility of regional fertilizer regulation and potential oyster restoration projects. The Joint Proposal will also address pollutant reduction estimations for other pollutants of concern such as TSS/sediment in addition to TN.

b. Consultation with CLF on Nitrogen Project Planning. For purposes of this prioritized nitrogen source reduction planning efforts, the Permittees intend to consult with key stakeholders that possess the technical resources and capability to provide relevant assistance such as on identification of potential projects and opportunities to optimize pollutant reduction benefits through consideration of project types, locations, and costs. The Permittees specifically envision consulting with CLF, assuming CLF interest, during the Joint Proposal development phase as well as during the Joint Proposal implementation phase.

c. Nitrogen Load Tracking Methods. The General Permit (Part 3, Paragraph 1.b.) seeks a proposed method(s) to be used to track reductions and additions of TN over the course of the permit term. The Joint Proposal will address such method(s) with specific consideration being given to potentially using NHDES's Pollution Tracking and Accounting Program ("PTAP") as tracking/accounting system for quantifying the nitrogen loading changes to the Great Bay estuary associated with activities within each municipality such as new/modified septic systems, decentralized wastewater treatment facilities, changes to the amount of effective impervious cover, changes to the amount of disconnected impervious cover, conversion of existing landscape to lawns/turf, and any new or modified structural or non-structural best management practices.

4. Endpoint Planning Efforts. Concurrent with Nitrogen Reduction Efforts, the Permittees intend to support the following Endpoint Planning Efforts useful for determining long-term water quality goals and the basis for future permit renewals.

a. Ambient Water Quality Monitoring. The General Permit (Part 3, Paragraph 1.a.) seeks a proposed approach to ambient water quality monitoring in the Great Bay estuary to determine progress and trends. The Permittees recognize that PREP, as part of EPA's National estuary Program, has benefited the region by tracking environmental trends through long-term monitoring. The Permittees anticipate making additional contribution toward a portion of the overall cost of an expanded, coordinated, non-duplicative, properly-designed ambient monitoring program that the Permittees participate in developing. The Permittees envision the resulting enhanced monitoring effort as being designed to better understand the role of nitrogen, including other factors affecting eelgrass such as sediment characteristics, suspended sediment

concentrations and loads, bioturbation, epiphytic growth, and macroalgal community abundance. In developing the Joint Plan, the Permittees intend to consult with PREP and key partners and stakeholders regarding the design, implementation, cost, and financial and in-kind contributions to an enhanced monitoring effort. The Permittees further intend that their respective individual contributions to their total contribution will be allocated by and among themselves in a fair and equitable manner to be agreed upon.

b. Significant Scientific and Methodological Issue Evaluation. The General Permit (Part 3, Paragraph 1.d.) provides the opportunity for, and the Joint Proposal will include, an inclusive and transparent process for comprehensively evaluating any significant scientific and methodological issues relating to the permit, including the choice of a load-based threshold of 100 kg ha⁻¹ yr⁻¹ (a longstanding concern of the Permittees for reasons memorialized in formal public comments in the administrative record for the General Permit) versus any other proposed threshold, including a concentration-based threshold. The Joint Proposal will include detailed milestones culminating in submission of a report to EPA, prior to expiration of the permit terms, for inclusion in the administrative record for permit renewal. That report will indicate whether the NHDES concurs with the findings.

c. Loading Capacity Determination. The General Permit (Part 3, Paragraph 1.e.) seeks a proposed timeline for completing a Total Maximum Daily Load (“TMDL”) for TN in Great Bay and for submitting it to EPA for review and approval. The Joint Proposal will include such a timeline and may include alternative approaches to identifying Great Bay’s assimilative capacity for TN as a scientifically-defensible and reasonable basis for permit renewal and for implementation activities.

5. Administrative Matters. The Permittees desire to implement this plan and, for those opting for coverage under the General Permit, to develop and implement the Joint Proposal, all in a timely, coordinated, and cost-effective manner.

a. Joint Resources & Cost-Savings. The Permittees’ development and, if approved, implementation of the Joint Proposal will benefit from the assistance of highly-specialized experts such as consultants with substantial expertise in the field of water quality science or knowledge of the Great Bay system. To obtain such expertise, avoid duplication, and minimize total costs, such resources may be secured on a cost-sharing basis as mutually agreed by the Permittees.

b. Intermunicipal Agreement. To facilitate the development and implementation of appropriate aspects of the Joint Proposal on a group basis, including the joint selection and cost-sharing of expert resources, the Permittees or a subset of the Permittees may enter into an intermunicipal agreement pursuant to RSA 53-A:3 (Joint Exercise of Powers). Among other requirements, any such agreement will address the duration, purpose, financing, budget, and administration of such endeavor.

c. Further Efforts. This plan is a non-binding working document that provides a preliminary framework for promptly advancing the important endeavors described herein consistent with the short timeline established in the General Permit, including for submittal of a

Notice of Intent to opt for coverage (by April 2, 2021) and for submittal of the Joint Proposal (by July 31, 2021). This plan does not represent a funding commitment or require any appropriation by any governmental body, nor does it fix the terms and conditions of the anticipated intermunicipal agreement, which is intended to be developed jointly by the participating Permittees. Consistent with the foregoing deadlines, the goal for executing the intermunicipal agreement is March 31, 2021.

* * *

Election to Join
Intermunicipal Agreement
for Development of an Adaptive Water Quality Management Plan
for Great Bay Estuary

City/Town: _____

Election Date: _____

The Acting Authority (City Manager, Town Administrator, Town Manager or Sewer Commissioner) for purposes of this Intermunicipal Agreement is identified below with contact information:

By signing below I, _____, in my capacity as _____, affirm that I am authorized to enter into this Agreement on behalf of the City/Town.

Prism Project _____

AGREEMENT FOR CONSULTING SERVICES
BETWEEN CITY OF ROCHESTER, NH
AND BROWN AND CALDWELL
FOR PREP ENGAGEMENT

THIS AGREEMENT is made and entered into on this 26th day of January, 2021 by and between the City of Rochester, NH, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to engage with the Piscataqua Region Estuaries Partnership (PREP), DES, and other stakeholders, as PREP develops the research and monitoring initiative required by the National Discharge Elimination System Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire.

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated January 4, 2021. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "Scope of Services," dated January 4, 2021 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to

have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or

Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 120 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C, which shall not be exceeded without the consent of the Client. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client. Consultant will provide Client with an updated estimate of the cost to complete this work s once approximately 75% of the work is completed.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 30 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the

right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, and with Client's written consent, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product,

but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents.

X. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XI. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of

Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIII. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement with the written consent of Client. Subconsultant markup will be five (5) percent of subcontract cost.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XV. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

XVI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or Consultant without prior, written consent of the other. Notwithstanding the foregoing, this Agreement may be assigned by Client to the Municipal Alliance for Adaptive Management.

XVII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder. Notwithstanding the foregoing, the Cities of Dover and Portsmouth are third-party beneficiaries with full access to Consultant's work product, data and communications.

XIII. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XIX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XX. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXI. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of New Hampshire. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXII. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Mark Allenwood, PE
Project Manager
Brown and Caldwell
One Tech Drive Suite 310
Andover, MA 01810-2435

Michael Bezanson, PE
City Engineer
City of Rochester
45 Old Dover Road
Rochester, NH 03867

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV

AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

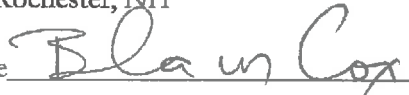
Brown and Caldwell

Signature 

Printed Name Deborah Mahoney

Title Senior Director Client Services

City of Rochester, NH

Signature 

Printed Name Blaine Cox

Title City Manager

Federal Tax ID number: 94-1446346

EXHIBIT A

DESCRIPTION OF PROJECT

The Environmental Protection Agency (EPA) has issued the *National Pollutant Discharge Elimination System Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire*, Permit Number NHG58A000. This NPDES permit includes an Adaptive Management Framework Voluntary Submittal, which will require ambient water quality monitoring, ~~nitrogen~~ pollution tracking and reporting these findings to the EPA. These efforts related to the Adaptive Management Framework will be undertaken by the Piscataqua Region Estuaries Partnership (PREP), DES and other stakeholders with active participation by the GBE municipalities.

Deborah Mahoney
1-27-21
BMC

The Project will be BC's engagement with PREP and others regarding the research and monitoring plan currently being developed for the Great Bay Estuary (GBE). BC's tasks specific to the Project include Project Management and Administration, Existing Document Review, PREP Meeting Participation, Technical Support for Monitoring and Study Plans and Technical Support for Adaptive Management Framework.

These tasks will be completed by the BC team of Mark Allenwood, Clifton Bell, Dan Hammond, Stacy Villanueva, Kirk Westphal and Andrew Goldberg. Mark Allenwood will serve as project manager, assisted by Andrew Goldberg. Clifton Bell will serve as the lead scientist, and specifically lead project components that involve communication of technical positions to PREP, regulatory agencies, and other stakeholders. Clifton Bell, Dan Hammond, Stacy Villanueva and Kirk Westphal will provide technical support on individual tasks as needed.

EXHIBIT B

SCOPE OF SERVICES

The following tasks will be performed to engage with the Piscataqua Region Estuaries Partnership (PREP) regarding the research and monitoring plan currently being developed for the Great Bay Estuary (GBE).

Task 1 –Project Management and Administration

BC shall perform project management and administration while performing Engineering Services throughout the project. Project management and administration shall include:

- i) Preparation of monthly invoices;
- ii) Preparation of monthly summaries of work;
- iii) Routine project management.

A total of 16 hours has been budgeted for Task 1.

Task 2- Existing Document Review

The initial task will involve review and comment on the existing documentation related to the recently issued Great Bay Total Nitrogen General Permit and the PREP monitoring initiative. The specific documents to be reviewed as a part of this task are:

- Great Bay Total Nitrogen General Permit
- EPA Response to Comments on the Great Bay General Permit
- PREP – RAMP document
- PREP Prospectus
- McDowell Pre-Proposal

Review of these documents is necessary to understand the current status of the PREP initiative, the intersection(s) between the General Permit and the PREP effort, and prepare action items in the best interests of the affected municipalities. Following review of these documents, BC will prepare a tech memo summarizing the current plan to date and providing recommended action items for involvement with PREP.

A total of 64 hours has been budgeted for Task 2.

Task 3 – PREP meeting participation

BC will participate in upcoming PREP working group meetings regarding the research and monitoring initiative. This scope assumes all meeting participation will occur virtually and no travel is included in this scope. Based on PREP's previous schedule, meetings are generally assumed to occur quarterly. Additional meetings with participating municipalities, DES, or other stakeholders might take place. Therefore, this scope assumes participation in five meetings between January and June 2021. This task

January 4, 2021

includes prep for each meeting, meeting participation, and an email summary of meeting notes and any proposed action items submitted to Rochester, Dover, and Portsmouth within seven working days of the meeting.

A total of 74 hours has been budgeted for Task 3.

Task 4 – As-Needed Technical Support for Monitoring and Study Plans

BC anticipates new documents or revised versions of current documents will be developed by PREP and/or EPA as this process continues. The number of documents or level of review needed cannot be anticipated at this time. Therefore, BC has included an as-needed task to cover additional technical support that may arise during our engagement with PREP and their research and monitoring initiative. Examples of activities that could be accomplished under this task include additional literature reviews, independent data analyses, reviews of PREP/agency documents, and drafting of letters or other communications to advocate technical positions.

A total of 120 hours has been budgeted for Task 4.

Task 5 - As Needed Technical Support for Adaptive Management Framework

The general permit provides the option for permittees to submit an adaptive management framework within 180 days of the effective date. This task includes technical activities to make progress on the adaptive management framework through June 1, 2020. This could include the development of recommendations for monitoring, tracking nitrogen reductions, developing water quality endpoints, or modeling. As with Task 3, Task 4 is limited by the available labor hours and will be managed accordingly. This task does not include the complete development of an adaptive management framework document, which it is assumed will occur after June 2020.

A total of 56 hours has been budgeted for Task 5.

EXHIBIT C
COMPENSATION

For the work described in Exhibit B, compensation shall be a not to exceed fee of \$65,530.00, including labor and expenses.

INTERMUNICIPAL AGREEMENT - COST ALLOCATION SHARE RANGES (Comparison)

FACILITY			Annual Cost Ranges					
	DESIGN FLOW	SHARE						
NAME			\$	100,000.00	\$	250,000.00	\$	500,000.00
Large (> 2 MGD)								
Rochester	5.03	18.65%	\$	18,652.43	\$	46,631.07	\$	93,262.14
Portsmouth	6.13	22.73%	\$	22,731.49	\$	56,828.72	\$	113,657.43
Dover	4.70	17.43%	\$	17,428.71	\$	43,571.77	\$	87,143.55
Exeter	3.00	11.12%	\$	11,124.71	\$	27,811.77	\$	55,623.54
Durham	2.50	9.27%	\$	9,270.59	\$	23,176.47	\$	46,352.95
Somersworth	2.40	8.90%	\$	8,899.77	\$	22,249.42	\$	44,498.83
Subtotal	23.76	88.11%	\$	88,107.69	\$	220,269.22	\$	440,538.44
Small (<2 MGD)								
Pease ITP	1.20	4.45%	\$	4,449.88	\$	11,124.71	\$	22,249.42
Newmarket	0.85	3.15%	\$	3,152.00	\$	7,880.00	\$	15,760.00
Epping	0.50	1.85%	\$	1,854.12	\$	4,635.29	\$	9,270.59
Newington	0.29	1.08%	\$	1,075.39	\$	2,688.47	\$	5,376.94
Rollinsford	0.15	0.56%	\$	556.24	\$	1,390.59	\$	2,781.18
Newfields	0.12	0.43%	\$	433.86	\$	1,084.66	\$	2,169.32
Milton	0.10	0.37%	\$	370.82	\$	927.06	\$	1,854.12
Subtotal	3.21	11.89%	\$	11,892.31	\$	29,730.78	\$	59,461.56
TOTAL DESIGN FLOW	26.97	100.00%						



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2021.02.10 – 021**

Resolution Re: Approval to Submit a Notice of Intent to Obtain Coverage
Under the Great Bay Total Nitrogen Permit

WHEREAS: The City of Dover owns and operates a Wastewater Treatment Facility (also known as “WWTF”) located at 484 Middle Road; and

WHEREAS: Dover’s Wastewater Treatment Facility operates as a conventional, activated sludge secondary (biological) treatment plant that utilizes ultraviolet light for disinfection. The facility has a design flow of 4.7 million gallons per day (mgd) and discharges the treated effluent to the Piscataqua River, which is a Class B water, that ultimately feeds into the Great Bay Estuary. The facility is subject to Environmental Protection Agency (EPA) regulation pursuant to the Clean Water Act, 33 U.S.C. § 1251 et seq.; and

WHEREAS: On November 24, 2020, EPA Region 1 issued the final Great Bay Total Nitrogen Permit for Wastewater Treatment Facilities in New Hampshire (“General Permit”) with an effective date of February 1, 2021; and

WHEREAS: The General Permit provides for effluent limitations at WWTFs, as well as an ongoing opportunity for permittees to study and work with regulators toward scientific monitoring and study of Great Bay, implementation of stormwater best-management-practices, development of nitrogen source reduction strategies, and eventual nutrient load capacity determinations; and

WHEREAS: The General Permit allows for facilities covered by this General Permit to opt into coverage by submitting a Notice of Intent to EPA no later than April 1, 2021.

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

The City Manager and/or Dover WWTF plant supervisor are authorized to sign a Notice of Intent, submit same, and take all necessary steps to obtain coverage for the City of Dover and its WWTF pursuant to the General Permit issued by the EPA Region 1, in accordance with applicable requirements.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2021.02.10 – 021**

Resolution Re: Approval to Submit a Notice of Intent to Obtain Coverage
Under the Great Bay Total Nitrogen Permit

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2021.02.10 – 021**

Resolution Re: Approval to Submit a Notice of Intent to Obtain Coverage
Under the Great Bay Total Nitrogen Permit

RESOLUTION BACKGROUND MATERIAL:

At a workshop meeting of City Council on January 6, 2021, City staff provided an overview of the details of the Total Nitrogen General Permit. The materials provided at that workshop meeting are available at [this link](#). For reference, attached is the current draft staff have prepared for Dover's Notice of Intent.

By way of further background, in January 2020 the EPA first issued a draft of the Total Nitrogen General Permit. Over the ensuing months, Dover and other communities submitted extensive comments on the draft, and worked with regulators to try and improve the permit to achieve an innovative permit that represents an important step forward on water quality, while also respecting needs of the communities.

In November 2020, the EPA issued the final Total Nitrogen General Permit. The final permit contained many features of the draft permit, but also contained several important improvements. With respect to treatment plants, the final permit adopted a seasonal nitrogen limit and removed the original plant optimization requirement (though optimization could still factor into Dover's future efforts to reduce nitrogen). For Dover, the final permit limits the nitrogen discharge to a seasonal average of 167 lb/day, or 8mg/l at current flow. This is a standard that Dover staff have carefully reviewed and believe Dover is capable of meeting.

Additionally, the final permit also replaced the original non-point-source reductions in the draft permit with the joint development of an adaptive management process. The final permit invites permittees to submit a proposed Adaptive Management Plan in the summer of 2021. That plan involves proposals for future monitoring ambient water quality, tracking total nitrogen additions and reductions, creating a nitrogen source reductions plan, determining a load based threshold, and participating in the science affecting the future of permits and regulations on the Great Bay Estuary. This adaptive management process is an important feature of the final permit and determining a reasonable, science-based approach to future nitrogen limits, while at the same time achieving nitrogen source reductions that will reduce other pollutants reaching Great Bay by, for example, stormwater runoff.

Opting into the final permit and submitting an adaptive management plan will necessarily involve continuing, annual financial commitments of permittees, including Dover, in support of tasks such as nitrogen source reductions, ongoing ambient monitoring of Great Bay, ongoing scientific study in relation to that monitoring, and an eventual Total Maximum Daily Load ("TMDL") study for Great Bay.

There is a companion resolution on the current agenda concerning Dover's participation in an intermunicipal agreement. That intermunicipal agreement is intended to facilitate efficient use of resources and community collaboration with respect to the final permit's adaptive management process.

Notice of Intent (NOI) for coverage under the NPDES Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire
NPDES GENERAL PERMIT: NHG58A000

Part I: General Conditions

Owner Information

Name of Municipality/Owner or Operator:

City of Dover

Name:

Raymond A. Vermette, Jr.

Title:

WWTP Supervisor

Street Address Line 1:

288 Central Avenue

Street Address Line 2:

City:

Dover

State:

NH

Zip Code:

03820

Facility Information

Street Address Line 1:

484 Middle Road

Street Address Line 2:

City:

Dover

State:

NH

Zip Code:

03820

Type of Facility:

Class B

Receiving Water:

Piscataqua River (Hydrologic Unity Code: 01060003)

Part II: Reservation of Rights

Part 3 of the Permit provides for an ongoing opportunity for permittees to study and work with regulators to affect the future of nitrogen source reduction, nitrogen load tracking method, consultation with CLF on nitrogen projects, ambient water quality monitoring, evaluation of significant scientific and methodological issues, and load capacity determinations. Through the permitting process the EPA has published data, analysis, and conclusions through fact sheets and response to comments.

In accepting coverage under this permit, the City is not accepting all of the data, analysis, and conclusions reached by the EPA but recognizes the opportunity to study and work with regulators and stakeholders in the future.

Part III: Certification

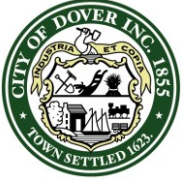
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name:

Title:

Signature:

Date:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2021.02.10 – 022**

Resolution Re: Calling Upon Redistricting Authorities for Nonpartisan and Fair Decennial Redistricting

- WHEREAS: The United States Decennial Census will be completed in 2021; and
- WHEREAS: The New Hampshire General Court is obligated to redraw the maps of political districts within the State for State and Federal elected positions; and
- WHEREAS: The City of Dover is obligated to redistrict the voting wards for elected positions within the City of Dover; and
- WHEREAS: The New Hampshire General Court conducted the 2010 census redistricting in a way that many viewed as lacking in transparency; and
- WHEREAS: Some members of the public reported an inability to view the proposed redistricting maps at public hearings in 2010; and
- WHEREAS: Some members of the public viewed the 2010 proposed redistricting maps as being created to benefit one political party over another.

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

Redistricting should be fair, nonpartisan, and ensure effective representation.

Voting maps should never be gerrymandered or manipulated so as to favor a political party or candidate.

Input from communities of interest should be considered when redistricting.

The process of redistricting should be transparent and open to public input at all stages.

AND, BE IT FURTHER RESOLVED THAT:

The City of Dover calls upon its elected state legislators and officials to uphold these fair redistricting principles when creating state redistricting maps. The City of Dover shall also adhere to these fair redistricting principles when creating city redistricting maps.

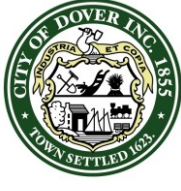
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier

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

Recorded by: Susan M. Mistretta
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.4. Resolution Number: R – 2021.02.10 – 022 Resolution Re: Calling Upon Redistricting Authorities for Nonpartisan and Fair Decennial Redistricting
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DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

[Article I, Section C1-2\(B\)](#) of the City of Dover’s Charter provides: “Ward boundaries shall divide the City of Dover into six wards of as equal population as is practicable. . . .”

Part II, Article 9 of the State Constitution provides: “There shall be in the legislature of this state a house of representatives, biennially elected and founded on principles of equality, and representation therein shall be as equal as circumstances will admit. . . .”

Part II, Article 26 of the State Constitution provides: “And that the state may be equally represented in the senate, the legislature shall divide the state into single member districts, as nearly equal as may be in population, each consisting of contiguous towns, city wards, and unincorporated places, without dividing any town, city ward or unincorporated place”

The New Hampshire Supreme Court has observed that “[t]he ‘overriding objective’ [of apportionment] . . . ‘must be substantial equality of population among the various [legislative] districts, so that the vote of any citizen is approximately equal in weight to that of any other citizen in the State.’” *City of Manchester v. Secretary of State*, 163 N.H. 689, 699 (2012) (quoting *Reynolds v. Sims*, 377 U.S. 533 (1964)).

Document Created by: Legal	R-2021.02.10 Request for Nonpartisan and Fair Decennial Redistricting by State of New Hampshire
Document Posted on: February 4, 2021	Page 2 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2021.02.10 – 023**
Resolution Re: **Review and Approval of RSA 79-E Application of Chinburg Management, LLC**

- WHEREAS: The Community Revitalization Tax Relief Incentive program adopted pursuant to RSA 79-E encourages reinvestment in downtown areas by providing short-term property assessment tax relief and a related covenant to protect the public benefit that is being created.
- WHEREAS: The purpose of the program is to encourage reinvestment in downtown areas and/or existing buildings/structures within the downtown area; and
- WHEREAS: The value of the rehabilitation or reconstruction must be equal to at least 220 percent of a building's pre-rehabilitation assessed value; and
- WHEREAS: The proposed substantial rehabilitation or reconstruction must provide a public benefit; and
- WHEREAS: By resolution passed on January 13, 2021 ([R-2021.01.13-014](#)), the City Council expanded the availability of the provisions of RSA chapter 79-E in the City of Dover; and
- WHEREAS: Chinburg Management, LLC ("Applicant") has submitted an RSA 79-E application for the development of property located at 10 Second Street. The goal of the project is to redevelop the entire 0.53 acre property into mixed-use development with a combination of non-residential , parking and 130 residential units; and
- WHEREAS: The Applicant seeks to use the Tax Relief program for the project; and
- WHEREAS: Construction is anticipated to begin October of 2021 and to be completed by March of 2023.

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

In accordance with City of Dover Resolution Number R – 2021.01.13 – 014, the City Council determines the proposed project has a public benefit in accordance with RSA 79-E:7, I, II-a, III, IV, and V as described in the Resolution Background Material attached hereto;

The City Council herein approves the 79-E Application of Chinburg Management, LLC for a period of seven (7) years per RSA 79-E:5, I and RSA 79-E:5, II, commencing upon the completion of the substantial rehabilitation as evidenced by the issuance of a Certificate of Occupancy.

Granting of this Community Tax Relief Incentive is subject to the following conditions:

Chinburg Management, LLC granting to the City a covenant, acceptable to the City Attorney, in accordance with RSA 79-E:8, which ensures that the property shall be maintained and used in a manner that furthers the public benefits for which the tax



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2021.02.10 – 023**
Resolution Re: **Review and Approval of RSA 79-E Application of
Chinburg Management, LLC**

relief is granted and as otherwise provided in RSA chapter 79-E;

Chinburg Management, LLC obtaining and maintaining sufficient casualty insurance on the property for twice the term of the tax relief, proof of which shall be provided to the City on an annual basis, and when requested; and

In accordance with RSA 79-E:8, III, Chinburg Management, LLC granting the City a recordable lien against the property, acceptable to the City Attorney, against proceeds from casualty and flood insurance for the purpose of ensuring proper restoration or demolition of damaged structures and property.

Chinburg Management, LLC's observance and fulfillment of any other requirements of RSA chapter 79-E and applicable law.

TO BE REFERRED TO PUBLIC HEARING

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2021.02.10 – 023**
Resolution Re: **Review and Approval of RSA 79-E Application of Chinburg Management, LLC**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2021.02.10 – 023**
Resolution Re: **Review and Approval of RSA 79-E Application of Chinburg Management, LLC**

RESOLUTION BACKGROUND MATERIAL:

Attached is the Applicant's 79-E Application and supporting material. Other materials and information relevant to this resolution include the Council's 2021 Resolution amending the provisions of RSA 79-E ([R-2021.01.13-014](#)), the Finance Department's forthcoming analysis memorandum, and the Downtown TIF Proforma. In addition to the public benefits detailed in the attached and accompanying analyses, there is estimated to be a net positive change in tax revenue between the updated July TIF Proforma without the project versus the July Proforma with the 79-E project.

Adoption of this resolution to approve the 79-E Application of Chinburg Management, LLC preserves the financial benefits provided for in the Land Development Agreement. The 79-E Application and related Land Development Agreement provide for significant financial benefits to accrue to the Downtown Dover TIF. These financial benefits will accelerate fulfilling the current debt service obligations of the Downtown Dover TIF. This is accomplished through the 79-E Application preserving a combined minimum value of \$804,882 for the parcel identified in the application during the construction of the development project. The resulting development project will provide a guaranteed taxable value of \$7.0 million in FY2030 as compared to a \$2.4 million taxable value estimated in the June 2017 updated TIF projections. The guaranteed taxable value of \$7.0 million is projected to accrue an estimated \$157,445 more per year in tax increment for FY2030 through FY2032 as compared to the updated TIF projections.

Consistent with Resolution [R-2021.01.13-014](#), the Dover Heritage Commission and Downtown Dover Tax Increment Finance District Advisory Board are reviewing the proposal, which review shall be completed prior to a final vote of the Council.



January 22, 2020

City of Dover, New Hampshire
Planning Department
288 Central Avenue
Dover, NH 03820

RE: 1 First Street, Dover, New Hampshire, 79-E Application

Dear Director Parker:

Chinburg Management LLC is please to submit this application for the Community Revitalization Tax Relief, RSA 79-E for consideration of 1 First Street, the old Strafford County courthouse. Chinburg Management LLC is requesting 7 years of tax relief in accordance with the provisions of RSA 79-E.

To support our request, please find the following enclosed materials:

1. Completed Application form with signatures
2. Existing Conditions
3. Copy of Property Record Card
4. Summary of Public Benefits
5. Site Plans and Diagrams associated with the Project
6. Cost Estimates associated with the Project

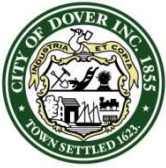
We appreciate the City's support to advance this transformative project at the heart of Dover's downtown.

Sincerely,

Eric Chinburg
President, Chinburg Properties
On behalf of Chinburg Management LLC



[1] COMPLETED APPLICATION FORM



City of Dover, New Hampshire

COMMUNITY REVITALIZATION TAX RELIEF PROGRAM

APPLICATION

[Revision Date: August 3, 2017]

Office Use Only	Application #:	_____	Date Received:	_____
	Amount Paid:	_____	Council Action:	_____

APPLICANT AND OWNER INFORMATION

Name of Applicant: Chinburg Management, LLC Telephone # (603) 868-5995 x 75
Address of Applicant: 3 Penstock Way, Newmarket, NH 03857
E-Mail Address: pgoodwin@chinburg.com
Name of Property Owner (if different from applicant): One First Dover LLC Telephone # (603) 402-1446
Address of Property Owner: 157 Main Dunstable Road STE 102 Nashua, NH 03060

PROPERTY INFORMATION

Address of Property: 1 First Street
Assessor's Map # 6 Lot(s) # 20
Size of Parcel: _____ sq. ft. .53 ac. Property Deed: Book 4510 Page: 564
Year Built: 1889 Existing Use of Property: Vacant /Office Building
Assessed Value of Property: 789,100 FY 2020

Is the building eligible for listing or listed individually on the State or National Register of Historic Places or located within a locally designated, State, or National Register Historic district? _____ Yes x No
(If yes, provide a copy of the approved designation by the State or National Register of the building or the district)

PROJECT INFORMATION

Adaptive re-use of existing building and construction of new building over parking. In
Describe Proposed Use: total the project will contain 52 to 60 apartment homes and 3,500 SF of commercial.
Area of Parcel to be developed: Approximately 7,500 SF on existing parking lot sq. ft.
Will the project include any affordable housing units? Yes; If so, how many? 20% of apartments
If any state or federal grants or funds or low income subsidies or tax credits are used in this project, what is the amount of the aid? \$ 0 Describe and detail any terms of repayment (if applicable): _____

Expected construction dates. Start: September 2021; Finish: November 2022

What are the public benefits associated with this project (in accordance with RSA 79-E:7)? _____

Enhancing the economic vitality of downtown, enhancing a culturally important structure, promoting development of community centers, increasing housing in a town center, including income restricted affordable units, and providing permanent easements to the City of Dover to improve recreation and transportation to Dover residents. Please see the attached summary of benefits for more detail.

Describe the work to be done and estimated cost. Please attach additional sheets, if necessary, as well as any written construction cost estimates.

Structural:	\$ 353,000	
Exterior Alterations (storefront, walls, windows, doors, etc.):	\$ 1,572,000	
Interior Alterations (walls, ceilings, moldings, doors, etc.):	\$ 1,915,000	
Electrical:	\$ 785,000	
Plumbing/Heating:	\$ 603,000	
Mechanical:	\$ 513,000	
Fire Prevention:	\$ 243,000	
Other:	\$ 679,000	
Total: <i>To be considered for this tax relief incentive, the costs of the project must be at least 220% of the pre-rehabilitation/replacement assessed value</i>	\$ 6,663,000	Please see attached Construction Narrative and Estimate

Please attach any construction contracts, plot plans, building plans, sketches, renderings or photographs that would help explain this application.

Historical Requirement for Replacement of Qualifying Structures

In the case of replacement of a qualifying structure, the applicant shall submit a New Hampshire Division of Historical Resources Individual Inventory Form prepared by a qualified architectural historian that identifies any and all historical, cultural, and architectural value of the structure or structures that are proposed to be replaced and the property on which those structures are located. *This application shall not be considered complete until such time as the letter has been submitted.*

SIGNATURES

I/We have read and understand the Community Revitalization Tax Relief Incentive RSA Ordinance (see attached) and am aware that this will be a public process including a public hearing to be held to discuss the merits of this application and the subsequent need to grant a covenant in the deed to the property to the City and pay any reasonable expenses associated with the drafting of the covenant. I understand the application will not be determined as complete and recommended to the City Council until all of the necessary information is provided.

PER RSA 79-E: 13(II), THE BASE OR "ORIGINAL" ASSESSED VALUE FOR ANY TAX RELIEF PERIOD IS ONLY SET AFTER THE FOLLOWING TWO CONDITIONS ARE MET:

- 1. APPROVAL BY THE CITY COUNCIL AND;**
- 2. THE APPLICANT'S ENTERING INTO A COVENANT WITH THE CITY OF DOVER TO PROTECT THE PUBLIC BENEFIT.**

THEREFORE, THE APPLICANT AND/OR PROPERTY OWNER SHALL NOT COMMENCE ANY OF THE IMPROVEMENTS INCLUDED IN THIS APPLICATION UNTIL SUCH TIME AS HE/SHE HAS SECURED THE ABOVE. THIS PROHIBITION SHALL INCLUDE ANY DEMOLITION TO THE EXISTING STRUCTURE.

Signature of Property Owner: _____ Date: _____

Signature of Applicant (if different from owner):  _____ Date: 1/22/21

What are the public benefits associated with this project (in accordance with RSA 79-E:7)? _____

Describe the work to be done and estimated cost. Please attach additional sheets, if necessary, as well as any written construction cost estimates.

Structural:	\$
Exterior Alterations (storefront, walls, windows, doors, etc.):	\$
Interior Alterations (walls, ceilings, moldings, doors, etc.):	\$
Electrical:	\$
Plumbing/Heating:	\$
Mechanical:	\$
Fire Prevention:	\$
Other:	\$
Total: <i>To be considered for this tax relief incentive, the costs of the project must be at least 220% of the pre-rehabilitation/replacement assessed value</i>	\$

Please attach any construction contracts, plot plans, building plans, sketches, renderings or photographs that would help explain this application.

Historical Requirement for Replacement of Qualifying Structures

In the case of replacement of a qualifying structure, the applicant shall submit a New Hampshire Division of Historical Resources Individual Inventory Form prepared by a qualified architectural historian that identifies any and all historical, cultural, and architectural value of the structure or structures that are proposed to be replaced and the property on which those structures are located. *This application shall not be considered complete until such time as the letter has been submitted.*

SIGNATURES

I/We have read and understand the Community Revitalization Tax Relief Incentive RSA Ordinance (see attached) and am aware that this will be a public process including a public hearing to be held to discuss the merits of this application and the subsequent need to grant a covenant in the deed to the property to the City and pay any reasonable expenses associated with the drafting of the covenant. I understand the application will not be determined as complete and recommended to the City Council until all of the necessary information is provided.

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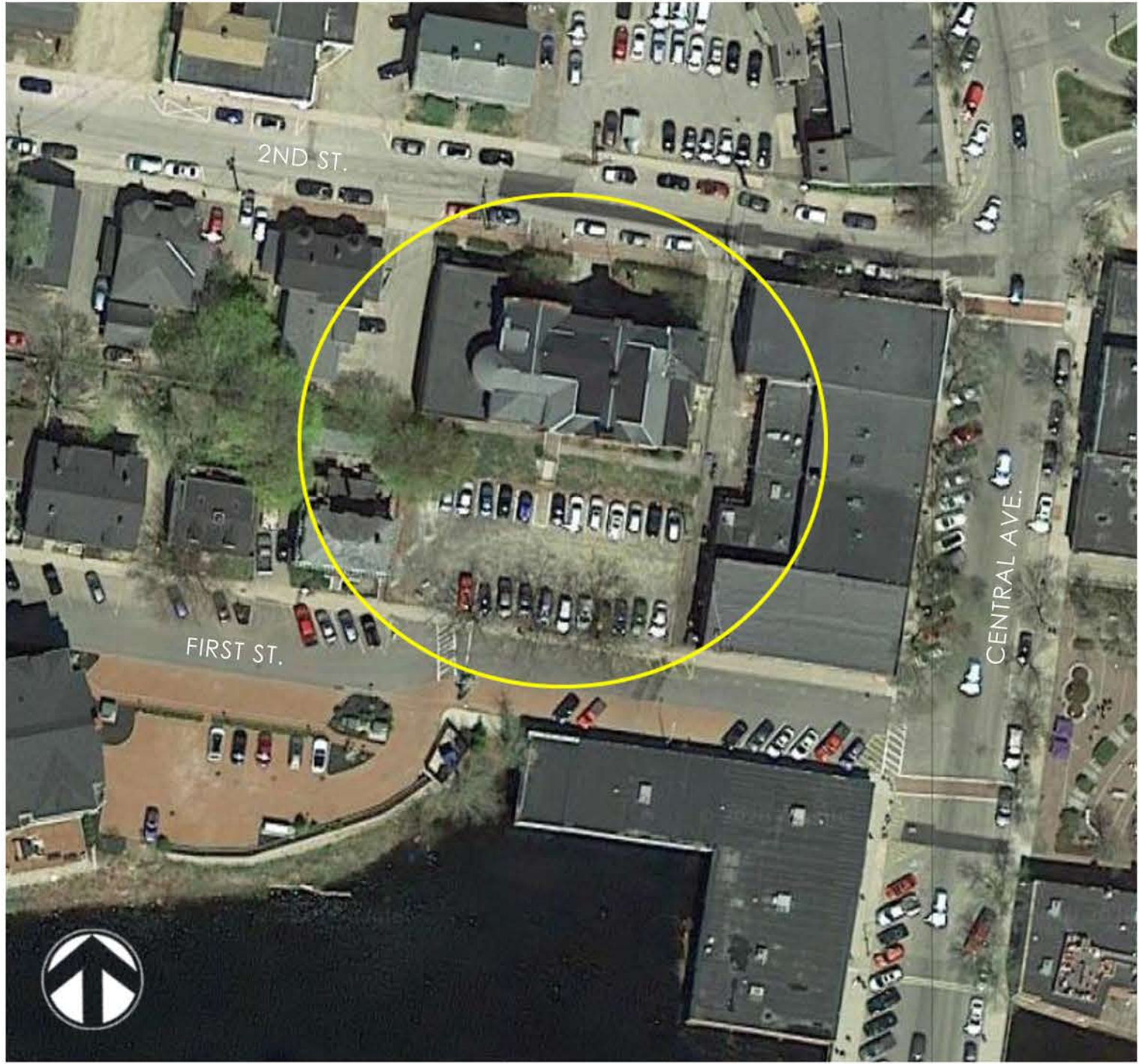
THEREFORE, THE APPLICANT AND/OR PROPERTY OWNER SHALL NOT COMMENCE ANY OF THE IMPROVEMENTS INCLUDED IN THIS APPLICATION UNTIL SUCH TIME AS HE/SHE HAS SECURED THE ABOVE. THIS PROHIBITION SHALL INCLUDE ANY DEMOLITION TO THE EXISTING STRUCTURE.

Signature of Property Owner: _____ Date: 1/22/2021

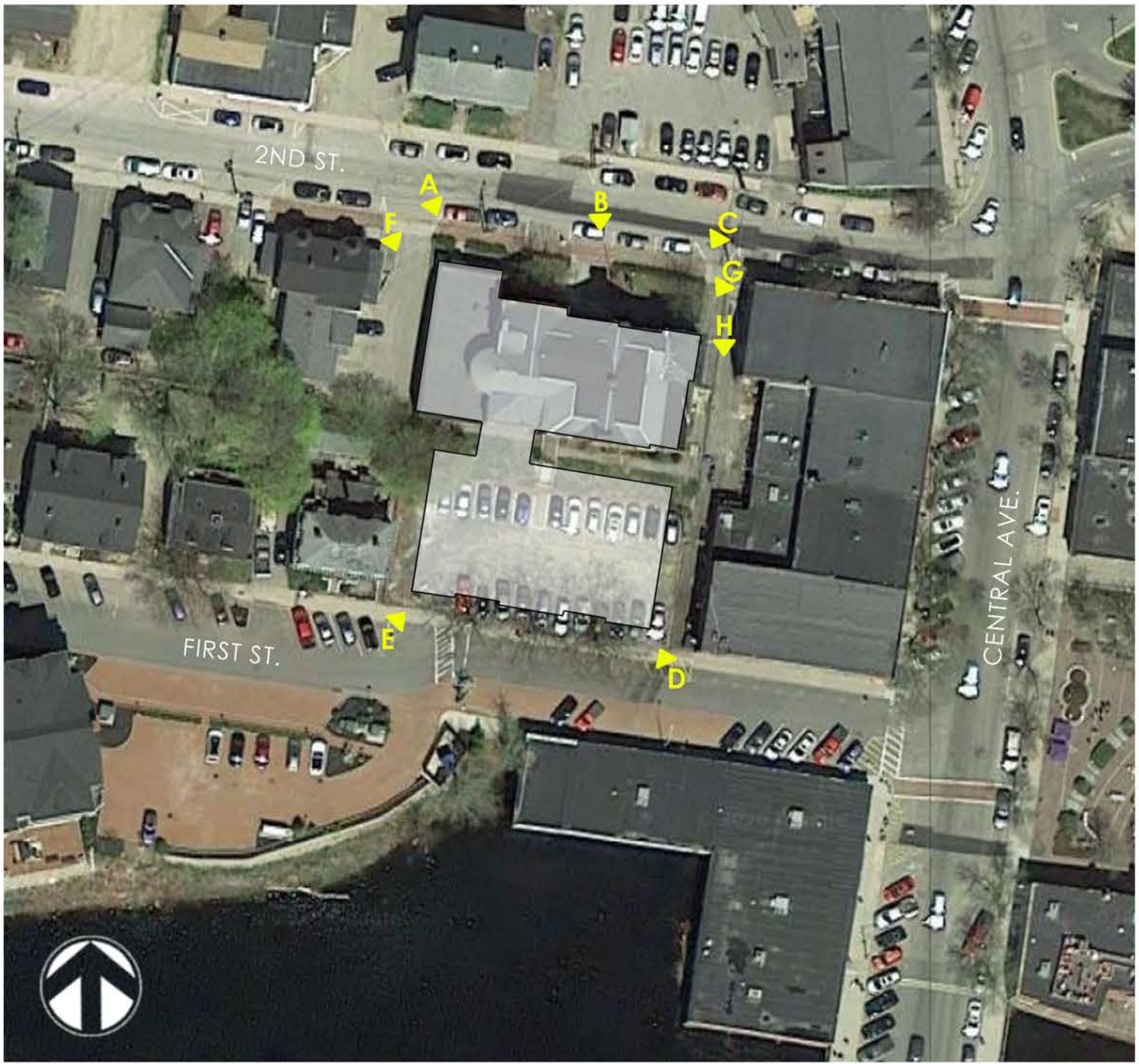
Signature of Applicant (if different from owner): _____ Date: _____



[2] EXISTING CONDITIONS



EXISTING



PROPOSED FOOTPRINT



A.



B.



C.



D.



E.

PROPOSED COURTHOUSE REDEVELOPMENT
1 FIRST STREET, DOVER NH, TAX MAP 6, LOT 20

SITE CONTEXT PHOTOS
CC WORKSHOP PRESENTATION JANUARY 6, 2021



2.0



G.



H.



F.





[3] PROPERTY RECORD CARD

Property Location:

1 First St

Commercial Property Record Card - Dover, New Hampshire**Parcel ID:** 06020-000000**Map Block No.** 6-20-0-0**Class:** C**Use:**

340

Card 1 of 1

Current Owner	Previous Owner History						Miscellaneous		Assessment Information			
One First Dover Llc 157 Main Dunstable Road Ste 102 Nashua Nh 03060	Name		Deed		Date		Deed Info:	4510/565-09/12/2017		Assessed Value: *		
	Freeboard Properties Llc		4381/553		05/17/2016		Zoning:	CBD		Inc:	1,295,400	Prior
	Koutrelakos Gregorios N Trustee		1924/733		05/08/1997		Neighborhood:	301		Land:	253,000	253,000
	Koutrelakos Helen		979/303				Units:	1		Bldg:	536,100	528,700
							Street/Road:	Public		Total:	789,100	781,700
										Assessed Information:		
										Value:	789,100	

Sales History				
Book/Page	Date	Price	Type	Validity
4510/565	09/12/2017	650,000	2	15
4381/553	05/12/2016	890,000	2	00

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
07/28/2016	16-348	50,000	Demo	60
09/27/2005	5-444	4,000	Renos@10 2nd St	100

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Primary	A	0.529 0	0	252,980
Total Acres for this Parcel		0.529	Total Land Value	253,000



Inspection witness by: _____

Commercial Property Record Card - Dover, New Hampshire

1 First St

Parcel ID: 06020-000000

Map Block No. 6-20-0-0

Class: C

Use:

340

Card 1 of 1

Exterior/Interior Information

Exterior/Interior Information						Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
Sec	Levels	Size	Perimeter	Use	Type	Height										
1	B1-B1	1x2128	183	Multi-Use	Storage	12	Brk/Conc Blk	Wood Joist	100	Normal		Normal	Normal	Fair	0%	55,860
1	B1-B1	1x5211	333	Multi-Use	Office	12	Brk/Conc Blk	Wood Joist	100	Normal	Hw/Steam	Normal	Normal	Fair	0%	216,680
1	01-01	1x7339	400	Multi-Use	Office	8	Brk/Conc Blk	Wood Joist	100	Normal	Hw/Steam	Normal	Normal	Normal	0%	353,190
1	02-02	1x5339	322	Multi-Use	Office	8	Brk/Conc Blk	Wood Joist	100	Normal	Hw/Steam	Normal	Normal	Fair	0%	196,240
1	A1-A1	1x725	108	Multi-Use	Apartment	7	Brk/Conc Blk	Wood Joist	100	Normal	Hw/Steam	Normal	Normal	Normal	0%	15,980
0	-	0x0	0			0			0						0%	0
0	-	0x0	0			0			0						0%	0
0	-	0x0	0			0			0						0%	0

Building Information

Building No:	1
Year Built:	1889
No of Units:	14
Structure Type:	Office Building - Low-Rise
Grade:	B
Identical Units:	1
Efficiencies:	0
1 Bedroom Apts:	1
2 Bedroom Apts:	0
3 Bedroom Apts:	0
Covered Park:	0
Uncovered Park:	20
Notes:	
18615 Sf Gla + Unfin Bsmt	
14372 Net Sf = 77%	

Building Summary

Total Unadjusted RCN:	1,552,820
Average Percent Good:	.54
Total Unadj. RCNLD:	837,950
Grade Factor:	1.26
No of Identical Units:	1
Economic Cond Factor:	0.50
RCNLD:	527,900

Income Approach Summary

Net Rentable Area: 20,380

Out Building Information

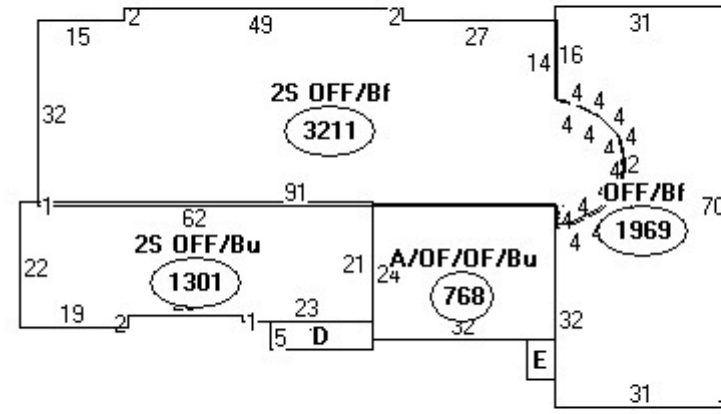
Out Building Information			Lgth/	Ident.		Physical	Functional		Percent		
Structure	Code	+/-	Width	SqFt	Units	Gr	Condition	Utility	Year	Good	RCNLD
Asphalt	Parking		1	8200	1	C	Fair	Fair	1990	0%	8,220
			0	0	0				0	0%	0
			0	0	0				0	0%	0
			0	0	0				0	0%	0
			0	0	0				0	0%	0
			0	0	0				0	0%	0

Other Improvements

Description	+/-	RCNLD
	0	1,295,400

Building Other Information

Line	StructureCode	+/-	Measure 1	Measure 2	IdenticalUnits
3	Canopy - Only	126	1	1	1
3	Canopy - Only	18	1	1	1
3	Wood Deck	35	1	1	1
0		0	0	0	0
0		0	0	0	0
0		0	0	0	0
0		0	0	0	0
0		0	0	0	0
Total Other Features					2,190

Descriptor/Area

A: 2S OFF/Bu
1301 sqft
B: 2S OFF/Bf
3211 sqft
C: A/OF/OF/Bu
768 sqft
D: CP5
90 sqft
E: W/D1
35 sqft
F: OFF/Bf
1969 sqft



[4] DESCRIPTION OF PUBLIC BENEFITS



Summary of Public Benefits

RE: 1 First Street, Old Strafford County Courthouse, 79-E Public Benefits

This project benefits the public of Dover by:

- Enhancing the economic and social vitality of the downtown by returning a vacant building back to use and by providing the City of Dover permanent easements to the Dover Transportation Center and access easement to the Dover Community Trail.
- Enhancing and improving a landmark building that is culturally important on a local level.
- Improving a existing building's energy efficiency.
- Promoting development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 79-E.
- Increasing residential housing in a town center, including 20 percent of apartments affordable at 80 percent rent limit per the Development Agreement.



[5] SITE PLANS, DIAGRAMS, ELEVATIONS



PROPOSED COURTHOUSE REDEVELOPMENT
1 FIRST STREET, DOVER NH, TAX MAP 6, LOT 20

PROPOSED VIEWS
EXHIBIT A JANUARY 27, 2021



3.0

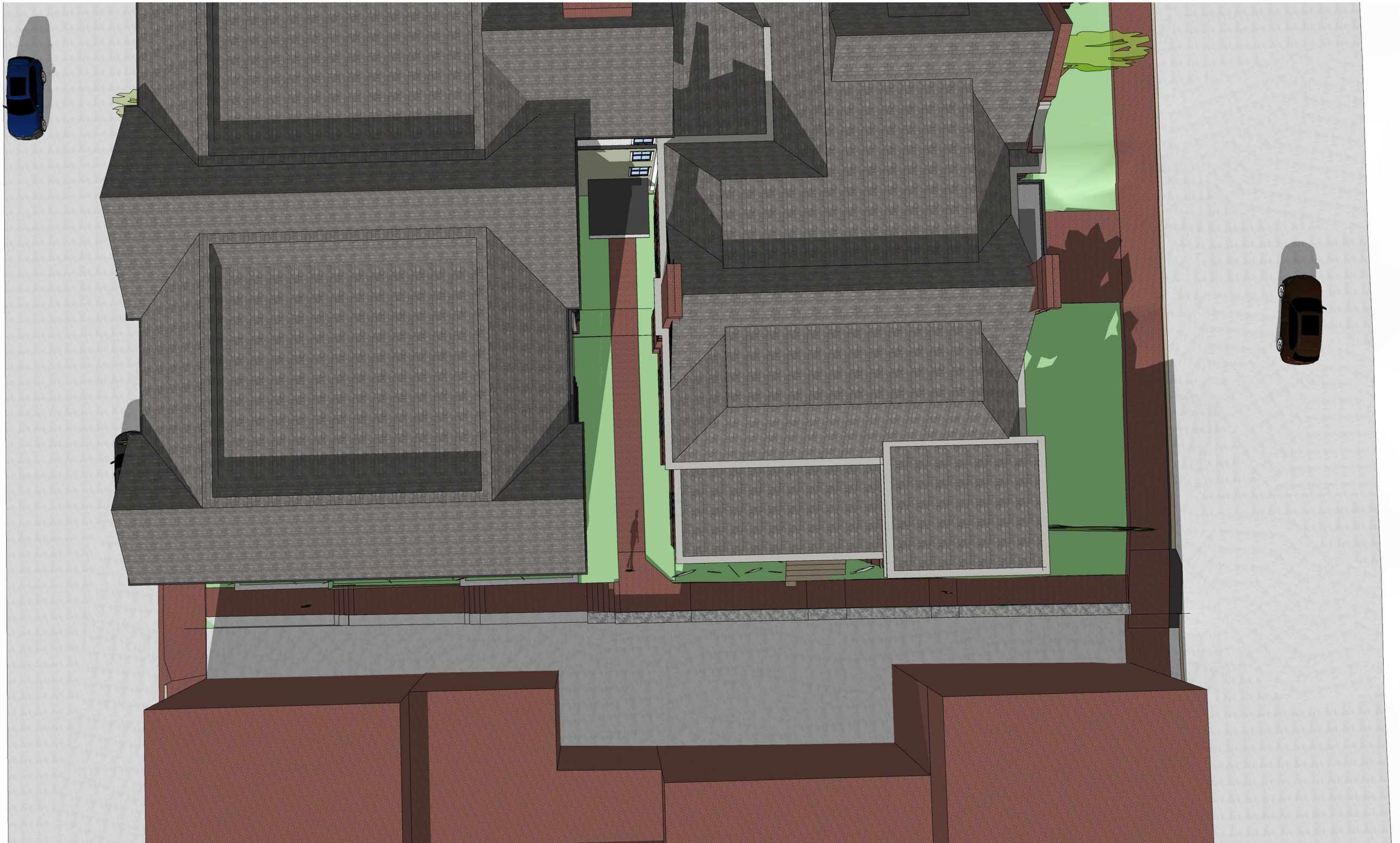


PROPOSED COURTHOUSE REDEVELOPMENT
1 FIRST STREET, DOVER NH, TAX MAP 6, LOT 20

PROPOSED VIEWS
EXHIBIT A JANUARY 27, 2021



3.1



PROPOSED COURTHOUSE REDEVELOPMENT
1 FIRST STREET, DOVER NH, TAX MAP 6, LOT 20

PROPOSED VIEWS
EXHIBIT A JANUARY 27, 2021



3.2



PROPOSED COURTHOUSE REDEVELOPMENT
1 FIRST STREET, DOVER NH, TAX MAP 6, LOT 20

PROPOSED VIEWS
EXHIBIT A JANUARY 27, 2021



3.3



PROPOSED COURTHOUSE REDEVELOPMENT
1 FIRST STREET, DOVER NH, TAX MAP 6, LOT 20

PROPOSED VIEWS
EXHIBIT A JANUARY 27, 2021



3.4



PROPOSED COURTHOUSE REDEVELOPMENT
1 FIRST STREET, DOVER NH, TAX MAP 6, LOT 20

PROPOSED VIEWS
EXHIBIT A JANUARY 27, 2021



3.5



[6] COST ESTIMATES

Construction Narrative & Estimated Costs

1 First Street, Dover, NH

Rev.: January 22, 2021



Narrative:

The project scope will include the renovation of the Old Stafford County Courthouse and the construction a new four-story addition over the existing parking lot on First Street. The structures will be connected and operate as one building.

The existing building will receive new windows, new roof, and gut renovations to create approximately 12 apartments and 3,500 SF of commercial space. The scope will include new sprinkler, fire alarm, HVAC, plumbing, and electric systems.

The new addition will include an elevator and stairs to serve the joined buildings. The newly constructed addition will create approximately 40-46 apartments over ground level parking.

Estimate of Direct Construction Costs:

<u>Category</u>		<u>Estimate</u>
Structural	\$	353,000
Exterior Alterations	\$	1,572,000
Interior Alterations	\$	1,915,000
Electrical	\$	785,000
Plumbing/Heating	\$	603,000
Mechanical	\$	513,000
Fire Provention	\$	243,000
Other	\$	679,000
Estimate Total: \$		6,663,000