



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, February 9, 2022**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
 - A. CHAPTER 17, SECTIONS 12 & 13 - ELECTIONS**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. CHAPTER 121, SECTIONS 1 & 5 - SEWER USE**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - C. AUTHORIZATION TO ACCEPT AND EXPEND THE NH STATE LIBRARY GRANT FOR PUBLIC LIBRARY WEBSITE IMPROVEMENTS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - D. REPROGRAM UNEXPENDED BOND PROCEEDS FROM FIRE & RESCUE EMERGENCY SHELTER GENERATOR TO SOUTH END FIRE STATION BUILDING IMPROVEMENTS PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 23, 2022.)**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - E. FISCAL YEAR 2023 CAPITAL IMPROVEMENTS PROGRAM (CIP) APPROPRIATION AND AUTHORIZATION FOR CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN FOR WASTEWATER TREATMENT FACILITY (WWTF) SECONDARY CLARIFIER AND ACCEPTANCE OF AMERICA RESCUE PLAN ACT (ARPA) GRANT FUNDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 23, 2022.)**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - F. AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES ARPA GRANT FOR PUMP STATION EVALUATION PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 23, 2022.)**
SPONSORED BY MAYOR CARRIER BY REQUEST



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, February 9, 2022**
Meeting Time: **7:00 pm**

G. FISCAL YEAR 2023 CIP APPROPRIATION AND AUTHORIZATION FOR CWSRF LOAN FOR HENRY LAW PARK STORMWATER BEST MANAGEMENT PRACTICES AND ACCEPTANCE OF ARPA GRANT FUNDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 23, 2022.) SPONSORED BY MAYOR CARRIER BY REQUEST

8. PUBLIC FORUM

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

9. CITY MANAGER'S REPORT

10. APPROVAL OF MINUTES

- A. January 26, 2022 – Regular Meeting**
- B. February 2, 2022 – Workshop Session**

11. MAYOR'S REPORT

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING

- 1. CHAPTER 17, SECTIONS 12 & 13 - ELECTIONS**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 2. CHAPTER 121, SECTIONS 1 & 5 - SEWER USE**
SPONSORED BY MAYOR CARRIER BY REQUEST

C. RESOLUTIONS

- 1. AUTHORIZATION TO ACCEPT AND EXPEND THE NH STATE LIBRARY GRANT FOR PUBLIC LIBRARY WEBSITE IMPROVEMENTS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY MAYOR CARRIER BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. PURCHASE OF BULLARD NXT 320 GOLD CAMERA PACKAGES - SOLE SOURCE PURCHASE**
SPONSORED BY MAYOR CARRIER BY REQUEST



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2. **AUTHORIZATION TO PURCHASE ONE (1) NEW 2022 FORD F-250 TRUCK AND ONE (1) NEW 2022 FORD TRANSIT-250 CARGO VAN**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **B11001 WRIGHT-PIERCE ADDITIONAL SCOPE OF WORK #11 FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT FACILITY (WWTF) UV DISINFECTION AND BLOWER SYSTEM UPGRADE**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **B21084 CURBSIDE WEED CONTROL SERVICES YEAR TWO**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **APPROVAL OF PURCHASE AND SALE AGREEMENT BETWEEN THE CITY, THE DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, AND WEAVE FILTRATION, LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **RESIDENTIAL PAY-AS-YOU-THROW TRASH BAGS**
SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

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

B. RESOLUTIONS

1. **B22025 TEN WHEEL DUMP TRUCK AND EQUIPMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **AUTHORIZATION FOR EMERGENCY INSTALLATION OF SEWER AT NICHOLAS CIRCLE AND JACKSON BROOK TRAIL**
SPONSORED BY MAYOR ROBERT CARRIER BY REQUEST
3. **APPROVAL OF MONITORING FUNDS TO MUNICIPAL ALLIANCE FOR ADAPTIVE MANAGEMENT (MAAM) FOR GREAT BAY PERMIT**
SPONSORED BY MAYOR CARRIER BY REQUEST



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, February 9, 2022**
Meeting Time: **7:00 pm**

- 4. APPROVAL AND AUTHORIZATION FOR DEVELOPMENT AGREEMENT
BETWEEN CITY OF DOVER, TERRA NOVA, LLC, AND WESTFIELD, LLC
(TO BE REFERRED TO A PUBLIC HEARING ON FEBRUARY 23, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

C. ORDINANCES IN 1ST READING

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R – 2022.01.12 – 015**
Resolution Re: Reprogram Unexpended Bond Proceeds from Fire & Rescue Emergency Shelter Generator to South End Fire Station Building Improvements project

WHEREAS: On an annual basis the City Council adopts the Capital Improvements Program (CIP), which includes the Debt Financing authorization for certain CIP projects; and

WHEREAS: There is \$840.00 of unexpended bond proceeds from the Emergency Shelter Generator project as it was completed under budget; and

WHEREAS: The City has identified the need for additional funding for the South End Fire Station Construction project; and

WHEREAS: The City is requesting that the \$840.00 of unexpended bond proceeds to be reprogrammed to the South End Fire Station construction project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of \$840.00 of unexpended bond proceeds is hereby reprogrammed from the Emergency Shelter Generator project as follows:

Project Number	Project Description	Available Balance	Reprogram Adjustment	Adjusted Balance
4018.1.220.42230.4741.02259.18	Machinery & Equipment Emergency Shelter Generator	840.00	(840.00)	0.00
4018.1.220.42280.4725.02201.18	Building Improvements South End Station	0.00	840.00	840.00
	Total Available Funding	840.00	0.00	840.00

NOTE: This resolution reprograms unexpended bond proceeds and therefore requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor 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#: 7.D.
Public Hearing Only**

Resolution Number: **R – 2022.01.12 – 015**
Resolution Re: Reprogram Unexpended Bond Proceeds from Fire &
Rescue Emergency Shelter Generator to South End Fire
Station Building Improvements project

DOCUMENT HISTORY:

First Reading Date: 01/12/2022	Public Hearing Date: 01/26/2022 02/09/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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

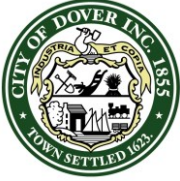
RESOLUTION BACKGROUND MATERIAL:

This resolution does not authorize any additional appropriation. The City Council previously authorized the appropriation for the Emergency Shelter Generator project.

This resolution does not authorize an increase in the indebtedness of the City. The City Council previously authorized debt financing the identified project. This resolution reprograms funding from the Emergency Shelter Generator project to the South End Fire Station Building improvements project.

On November 9, 2016 the City Council adopted the FY2018 Capital Improvements Plan (CIP) Authorization for bonding, which included \$217,000 for McConnell Center Emergency Generator. The \$217,000 was appropriated as City match for an Emergency Management grant from the State of New Hampshire for the generator. The generator project is now completed and there is \$840.00 of unexpended bond proceeds the can be reprogrammed to another Fire & Rescue Department CIP project.

Document Created by: Finance Department Document Posted on: February 3, 2022	Reprogram Unexpended Bond Proceeds from Fire & Rescue Emergency Shelter Generator to South End Fire Station Building Improvements Page 2 of 2
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R - 2022.01.12 – 016**
Resolution Re: FY2023 CIP Appropriation and Authorization for CWSRF
Loan for WWTF Secondary Clarifier and Acceptance of
ARPA Grant Funding

WHEREAS: The City Council desires to make public improvements and to finance these improvements through the NH Clean Water State Revolving Fund (CWSRF); and

WHEREAS: The City identified a priority need to make improvements and submitted a pre-application to NH Department of Environmental Services (NH DES) for the Waste Water Treatment Facility (WWTF) Secondary Clarifier Project and the project was determined to meet CWSRF eligibility; and

WHEREAS: The City's participation in the CWSRF for the WWTF Secondary Clarifier project provides an opportunity for up to \$210,000 in loan principal forgiveness and an ARPA grant in the amount of \$900,000 for a total of \$1,110,000 in financial assistance; and

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

The amount of \$3,000,000 is hereby appropriated for the WWTF Secondary Clarifier capital project with an estimated useful life in excess of the life indicated:

Financing					
Account	Description	Appropriation	Balance	Life/Yrs	Fund
TBD	WWTF Secondary Clarifier	3,000,000	3,000,000	20	Sewer

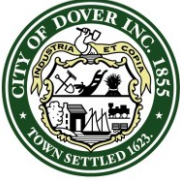
AND, FURTHER BE IT RESOLVED;

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount not to exceed the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND, FURTHER BE IT RESOLVED;

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing this project. The City Manager, Finance Director, and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF Program to obtain the loan for eligible identified project costs up to \$2,100,000.00.

AND, FURTHER BE IT RESOLVED;



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R - 2022.01.12 – 016**
Resolution Re: FY2023 CIP Appropriation and Authorization for CWSRF
Loan for WWTF Secondary Clarifier and Acceptance of
ARPA Grant Funding

In accordance with NH RSA 31:95-b and RSA 21-P:43, the City Manager is authorized to apply for, accept and expend American Rescue Plan Act grant funds allocated to the City of Dover for funding the WWTF Secondary Clarifier project in an amount up to \$900,000.00.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after public hearing.

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

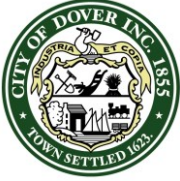
Recorded by: Susan M. Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date: 01/12/2022	Public Hearing Date: 01/26/2022 02/09/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R - 2022.01.12 – 016**
Resolution Re: FY2023 CIP Appropriation and Authorization for CWSRF
Loan for WWTF Secondary Clarifier and Acceptance of
ARPA Grant Funding

RESOLUTION BACKGROUND MATERIAL:

This resolution makes an appropriation for a FY2022 Capital Improvements Program project in the amount of \$3,000,000 for the WWTF Secondary Clarifier. This project is to be financed through either the sale of General Obligation bonds, and/or participating in any Federal or State loan or grant programs to fund the project. The resolution authorizes the City to issue bonds and/or participate in Federal or State loan or grant programs to finance the project. The resolution also authorizes the City to accept and expend a \$900,000 ARPA Grant from NH DES to fund the project.

This project will install a third (3rd) secondary clarifier at the Wastewater Treatment Facility (WWTF) to help provide enhanced solids treatment and removal of total suspended solids, especially in response to high-flows received at the WWTF during wet weather events that may be caused by inflow and infiltration. This project will also provide a foundation for any future capacity upgrades or enhanced treatment. This project was slated for FY2028 in the Capital Improvements Program for \$4,100,000. Whereas the City is eligible for principal forgiveness of up to \$210,000 and \$900,000 in an ARPA grant, totaling \$1,110,000 which represents 37% of the project's current estimated \$3,000,000 cost, the City decided it was advantageous to move the project forward at this time.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired:

	Sewer
Description	Fund
Pending Authorization	2,100,000
Prior FY2023 CIP Authorization	1,750,000
FY2023 Principal Retirement	1,544,872
Net Change	2,305,128

Legal Debt Limits

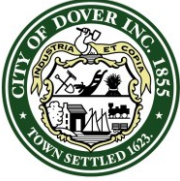
The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2021 and this authorization, against the statutory debt limit.

Description	Sewer Fund
Debt Outstanding	20,465,612
Authorized - Unissued	13,406,000
Total Issued & Unissued	33,871,612
This Authorization	2,100,000
Grand Total	35,971,612
Policy Debt Limit	63,261,140
Under (Over) Policy Limit	27,289,528
Percent Under (Over)	43.14%

R-2022.01.12 FY2023 CIP Appropriation and CWSRF
Authorization WWTF Secondary Clarifier and ARPA

Document Created by: Finance Department
Document Posted on: February 3, 2022

Grant Funding
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R - 2022.01.12 – 016**
Resolution Re: FY2023 CIP Appropriation and Authorization for CWSRF
Loan for WWTF Secondary Clarifier and Acceptance of
ARPA Grant Funding

Budgetary and Rate Impacts

The \$2,100,000 debt obligation is expected to be paid back over a 20-year period. Principal repayments would be \$105,000 per year. The annual impact to the City's Sewer Fund budget is based upon annual principal and interest repayment. The interest that would accrue on outstanding principal balances over the 20-year period, based on an interest rate of 2.45%, is estimated to be a total of \$664,130 impact to the City's Sewer Fund budget. The annual impact for interest in Year 1 would be approximately \$57,750 and appropriately decrease annually over the 20-year repayment period. The combined principal and interest repayment for the debt financing in Year 1 would be a budgetary impact of \$162,750 (\$105,000 + \$57,750). The impact on the sewer rate would be \$1.88. For a single-family home with an average annual water usage of 75 HCF the annual impact would be \$141.00.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R – 2022.01.12 – 017**

Resolution Re: Authorization to Accept and Expend the NH Department of Environmental Services ARPA Grant for Pump Station Evaluation

WHEREAS: The City has received notice from the New Hampshire Department of Environmental Services (NH DES) of an award of American Rescue Plan Act (ARPA) grant funds in the amount of \$100,000 to be utilized for eligible costs for Pump Station Evaluation; and

WHEREAS: The grant application requests engineering/consulting services in the amount of \$100,000.00 and lists no match required; and

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

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

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

AND, FURTHER BE IT RESOLVED THAT:

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

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

Financing			
Account	Description	Appropriation	Balance
TBD	Pump Station Evaluation - NH DES ARPA Grant	100,000.00	100,000.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R – 2022.01.12 – 017**
Resolution Re: Authorization to Accept and Expend the NH Department of Environmental Services ARPA Grant for Pump Station Evaluation

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date: 01/12/2022	Public Hearing Date: 01/26/2022 02/09/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R – 2022.01.12 – 017**
Resolution Re: Authorization to Accept and Expend the NH Department of Environmental Services ARPA Grant for Pump Station Evaluation

RESOLUTION BACKGROUND MATERIAL:

The City of Dover owns, operates, and maintains wastewater collection and treatment facilities that serve the City's approximately 33,000 residents. The collection system includes approximately 130 miles of sanitary sewer (ranging in size from 8-inch to 40-inch) and 23 pumping stations. All sanitary sewer flows are conveyed to the Dover wastewater treatment facility for treatment and subsequent discharge to the Piscataqua River. The City is seeking a comprehensive evaluation of all wastewater pump stations and force mains, to be summarized into a technical report and implemented in a 10-year Capital Improvement Plan (CIP).

The City's wastewater collection system includes 23 pumping stations. Since the majority of the pump stations were originally installed, many stations have undergone upgrades including pump and equipment replacement, electrical improvements, and SCADA control integration. This wastewater collection system infrastructure is critical and many of the pump station equipment assets and building assets may be reaching (or have reached) the end of their useful life. As a proactive means of addressing this aging infrastructure and preparing for potential capital improvements, a comprehensive pump station evaluation of all 23 stations will be performed. (It should be noted that recently upgraded pump stations or pump stations undergoing improvements will be excluded from this process.) This evaluation will be a key part of managing and maintaining the City's infrastructure moving forward.

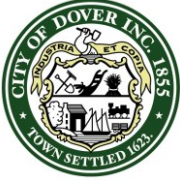
Pump Station Evaluation

The primary goals of this project are to:

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

The City has been notified by NH DES that a \$100,000 ARPA grant is awarded to the City to complete the Pump Stations Evaluation.

This resolution authorizes acceptance of the NH DES ARPA grant in the amount of \$100,000 and appropriates that amount to contract with a qualification based selected (QBS) vendor to perform the evaluations. There is no City match required for the grant. Upon a QBS vendor being approved by NH DES, the Purchasing Agent will issue a PO for up to \$100,000 for the evaluation scope of work.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R - 2022.01.12 – 018**
Resolution Re: FY2023 CIP Appropriation and Authorization for CWSRF
Loan for Henry Law Park Stormwater Best Management
Practices and Acceptance of ARPA Grant Funding

WHEREAS: The City Council desires to make public improvements and to finance these improvements through the NH Clean Water State Revolving Fund (CWSRF); and

WHEREAS: The City identified a priority need to address stormwater best management practices (BMP) in Henry Law Park and submitted a pre-application to NH Department of Environmental Services (NH DES) for the Henry Law Park Stormwater BMP Project and the project was determined to meet CWSRF eligibility; and

WHEREAS: The City's participation in the CWSRF for the Henry Law Park Stormwater BMP project provides an opportunity for up to \$1,400 in loan principal forgiveness and an ARPA grant in the amount of \$106,000 for a total of \$120,000 in financial assistance; and

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

The amount of \$120,000 is hereby appropriated for the Henry Law Park Stormwater BMP capital project with an estimated useful life in excess of the life indicated:

Financing

Account	Description	Appropriation	Balance
TBD	Henry Law Park Stormwater BMP Project	120,000.00	120,000.00

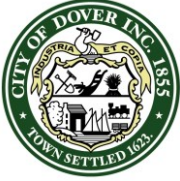
AND, FURTHER BE IT RESOLVED;

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing this project. The City Manager, Finance Director, and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF Program to obtain the loan for eligible identified project costs up to \$14,000.00.

AND, FURTHER BE IT RESOLVED;

In accordance with NH RSA 31:95-b and RSA 21-P:43, the City Manager is authorized to apply for, accept and expend American Rescue Plan Act grant funds up to \$106,000.00 allocated to the City of Dover for funding the Henry Law Park Stormwater BMP project.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after public hearing.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R - 2022.01.12 – 018**
Resolution Re: FY2023 CIP Appropriation and Authorization for CWSRF
Loan for Henry Law Park Stormwater Best Management
Practices and Acceptance of ARPA Grant Funding

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

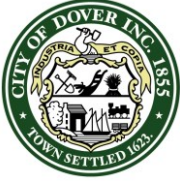
Recorded by: Susan M. Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date: 01/12/2022	Public Hearing Date: 01/26/2022 02/09/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R - 2022.01.12 – 018**
Resolution Re: FY2023 CIP Appropriation and Authorization for CWSRF
Loan for Henry Law Park Stormwater Best Management
Practices and Acceptance of ARPA Grant Funding

RESOLUTION BACKGROUND MATERIAL:

This resolution makes an appropriation for a FY2023 Capital Improvements Program project in the amount of \$120,000 for the Henry Law Park Stormwater Best Management Practices planning project. This project is to be financed through participating in the Clean Water State Revolving Fund. The resolution authorizes the City to participate in the State loan program up to \$14,000.00 to finance the project. The resolution also authorizes the City to accept and expend a \$106,000 ARPA Grant from NH DES to fund the project.

The goal of the project is to assess stormwater features and structures that exist within the area known as Henry Law Park. Once that assessment is completed best management practices will be developed for the Henry Law Park area. This planning project will provide the City with information to plan for future stormwater management needs within Henry Law Park.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired:

	City
	General
Description	Fund
Pending Authorization	14,000
Prior FY2023 CIP Authorization	1,900,000
FY2023 Principal Retirement	4,041,199
Net Change	(2,127,199)

Legal Debt Limits

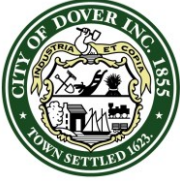
The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2021 and this authorization, against the statutory debt limit.

	City
	General
Description	Fund
Debt Outstanding	38,083,620
Authorized - Unissued	28,855,315
Total Issued & Unissued	66,938,935
This Authorization	14,000
Grand Total	66,952,935
Legal Debt Limit	126,522,280
Under (Over) Legal Limit	59,569,345
Percent Under (Over)	47.08%

R-2022.01.12 FY2023 CIP Appropriation and CWSRF
Authorization Henry Law Park Stormwater BMP and
ARPA Grant Funding

Document Created by: Finance Department
Document Posted on: February 3, 2022

Page 3 of 4



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.G.
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Budgetary and Rate Impacts

The \$14,000 debt obligation is expected to be paid back in one year period. Principal repayment would be \$12,600.00, the net of \$14,000 loan amount less \$1,400 of principal forgiveness. The impact to the City's General Fund budget is based upon the \$12,600.00 principal repayment and any accrued interest on the \$12,600.00, which is estimated to be \$0.00 due to the one year repayment term. The combined impact of principal and interest repayment for the debt financing would be less than one cent on the property tax rate. For a single-family home with an average assessment of \$413,158 the impact would be \$1.16.

CITY MANAGER'S REPORT

February 9, 2022

Reporting On:
January 2022

By: J. Michael Joyal, Jr.
City Manager

Legal Department

Joshua Wyatt, City Attorney

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

For the month of January 2022:

	For Month	FY22	FY21	FY20	FY19
Legal Matters/Questions Handled	98	385	703	466	342
Review Existing Legal Contracts & Draft Memo	12	89	-	-	-
Legal Contracts/Memo Created	15	100	350	256	269
Right to Know Requests Processed	11	45	51	49	41
Resolutions	7	40	73	75	53
Ordinances	2	14	19	10	18
Leases	3	10	-	-	-
Primex Auto Claims Handled	5	24	-	-	-
Primex Liability Claims Handled	5	37	-	-	-
Primex Property Claims Handled	5	27	-	-	-

Customer Focused Outcomes: Right to Know

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

- Deltek, Inc. – Bid tabulations for Bid #B21050 Columbaria at Pine Hill Cemetery.
- Partner Engineering & Science, Inc. – 40 Pointe Place, Phase 1 Environmental Site Assessment Information.
- Matt Brophrey – City utility bills for October through December 2021 for city owned or operated facilities.
- Olivia Collins – Arrest records and photos from a 2015 arrest of an Olivia Collins for DWI.
- National HR Solutions, Inc. – Newly registered businesses within last two months.
- Diana Carpinone – Records of baseline indoor air quality testing for District school buildings and all labels for pesticides used by Terminx on school grounds in 2021.
- American Civil Liberties Union – Request for investigatory file of March 18, 2021 fatal crash on Sixth Street.
- Foster's Daily Democrat – Request of investigatory file on the March 18, 2021 fatal crash on Sixth Street.
- Sally Hebert Staude – Request of all documents relating to the SAU New Hampshire Learning Initiative and Great Schools Partnership.
- Francis Quinn, Esq. – 47 Mt. Vernon Street – Request for all building permits, inspection reports, photographs.
- Olivia Estes – Request for information regarding home businesses since January 2020.

Product & Process Outcomes:
Assistance to City Departments

City Council & City Boards	Attention to resolutions and ordinances as needed or requested by City Council;
Community Services	Assistance with two public street acceptances; assistance with code enforcement issues; assistance with Great Bay Municipal Alliance for Adaptive Management; assistance with Pudding Hill aquifer remediation efforts; assistance with tower lease inquiry; assistance with sewer regulations; assistance with stormwater utility formation issues; assistance with labor questions;
Executive	Assistance with disposition of City owned land; assistance with other matters as requested;
Fire & Rescue	Assistance with document retention schedule; assistance with employment inquiries; assistance with indemnity agreement; assistance with code enforcement;
Finance	Track and file City claims with Primex; assistance with bankruptcy matters; assistance with collection efforts; assistance with tax assessment and tax information; assistance with budget-related issues;
Planning	Assistance with waterfront development; assistance with conservation commission purchase of land; assistance with general questions and public inquiries; assistance with property conveyance; assistance with electricity attribute aggregation contract; assistance with CDBG program;
Police	Assistance with Right to Know inquiries; assistance with parking inquiry and with parking code changes;
Public Library	Assistance with membership on Board of Trustees;
Public Welfare	No assistance required.
Recreation	No assistance required.
School	Assistance with RSA 91-A requests; assistance with other matters as requested;

Financial Outcomes: Litigation

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

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

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

-Mary Hebbard v. City of Dover, John & Karen Brough and Ryan Colbath - Discovery is complete. Partial summary judgment rulings received in February 2021. The case was tried by the City Attorney, Deputy City Attorney, and outside counsel in the Strafford County Superior Court on September 15, 17, 20, 21, and 22, as well as October 20th and 22nd of 2021. The parties submitted post-trial briefs in December 2021. The parties are now awaiting the Court's final rulings on the issues tried.

-City of Dover v. Mary and Rick Hebbard - Complaint filed in October 2019 concerning drainage in the Tanglewood Subdivision. Partial summary judgment rulings were received in February 2021. Case was tried by City Attorney, Deputy City Attorney, and outside counsel on April 7, 8 and 9 of April 2021. The post-trial briefing was divided into two areas: (1) injunctive relief concerning removal of a berm, and (2) remaining issues, including enforcement of a stipulated Court-Order for an underground drainage system. In May 2021, the Court issued an order granting an injunction and requiring removal of the berm and restoration of surface drainage. In September 2021, the Court issued a final Order on the remaining issues, finding the defendants to be in contempt of a prior stipulation and requiring that the defendants complete construction of the drainage project within 90 days of receiving additional materials from the City. The defendants did not appeal. The drainage system is now believe to be constructed, though the City is awaiting certification of same from the project engineer. Following the certified completion of construction, it is expected that the parties will proceed with fulfilling the other obligations of the earlier stipulation they entered into, which includes conveyance of an easement and a mutual release.

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

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

-Parents Unite for Kids Health, Inc. v. Dover School District et al. - A nonprofit corporation has sued eight school districts (predominantly in Strafford County), including the Dover School District, with respect to the districts' face mask policies. The plaintiff has filed several claims challenging the authority and constitutionality of the policies. The plaintiff is asking the Court to issue an injunction stopping enforcement of the policies during the pendency of the case. The Dover School District has filed a Joint Motion to Dismiss along with the other districts, as well as an objection to the request for an injunction. An injunction hearing was held on November 3, 2021. In January 2022, the Court issued an order denying the preliminary injunction requested by the plaintiff. The Court has not yet issued a decision with respect to the motion to dismiss.

Business Outreach

by Christopher Parker, Deputy City Manager

Product & Process Outcomes

Economic activity developed at a modest pace in most sectors in Dover throughout January. Downtown restaurants and retailers continued to be constrained by labor shortages, supply chain disruptions, and temporary closures due to a post-holiday surge in the Omicron COVID-19 variant. Despite the modest pace of growth, demand for goods and services remained elevated among Dover businesses. Downtown brick and mortar shops continued to see success by generating consumer interest with pop-up events. This collaboration between retailers and local artisans proved to be an economic driver during the usually slower winter months. Restaurants continue to report low profit margins as meat prices climbed 16% from a year ago. Many savvy restaurant owners are opting for modified menus with creative solutions to battle price increases, while others are using this time to renovate their businesses by getting ready for the spring onset of winter-fatigued customers. Dover continues to see heavy interest from businesses wishing to relocate, which remains a testament to Dover's resilient economy.

Dover hotels continue to see an increase in occupancy rates, but are still struggling with workforce shortages. The recovery of international and business travel continues to trail that of domestic leisure travel. Occupancy rates over the last month are still hovering between 85-90%, and event bookings for the spring and summer season are increasing.

The number of people working or looking for work also remains far below pre-pandemic levels. Millions of Americans have retired early, and business are struggling to fill open positions. The smaller workforce has forced businesses to offer much higher pay to attract and keep employees. Low unemployment and higher pay trends could potentially exacerbate rising prices by encouraging more spending. It is anticipated that the Fed will raise interest rates a few times over the coming year, to battle inflation.

Commercial Real Estate: Local commercial real estate sales activity remained stable in the last few weeks. Demand remains high, and industrial sectors continue to seek property for both lease and investment. Retail leasing activity is consistent, with 1,000-1,200 SF spaces increasing in demand. In the office market, leasing has remained slow as we started 2022, but is expected to increase around mid-late 2022. Commercial real estate lending activity slowed slightly, attributed to inflation and interest rate uncertainty. There is demand for space in Enterprise Park, however, as projects are scheduled, the need to find more land for commercial developments becomes increasingly imperative. American DuraFilm is now moving forward with plans to build a 15,000 SF building on Innovation Way at Venture Drive, and should be breaking ground later this winter. Weave Filtration is seeking to purchase land on Quality Way and construct a 10,000 square foot building. Accelerator units of 1,200-2,500 SF are still needed to house small post-startup companies to grow in Dover. The lending environment remains highly favorable with slowly rising interest rates. There is heavy interest to invest in Dover now, before interest rates climb. Local multi-family and mixed-use permit activity, on average, has increased in the last three months, despite dropping earlier on in the pandemic. Fiscal policy and uncertainty around the business and employment, at both the state and federal levels, are causing some reluctance to commit assets until things subside.

See Local Major Development Projects Section below.

Dover's office market snapshot for FY2021:

Location	Total sq ft	Vacant (SF)	Vacancy %	Average Asking Rent (NNN)
Dover	1,784,426	83,369	4.7%	\$11.25
Seacoast	9,237,653	1,007,235	10.9%	\$14.47

Dover's industrial market snapshot for FY2021:

Location	Total sq ft	Vacant (SF)	Vacancy %	Average Asking Rent (NNN)
Dover	2,415,642	2,969	0.1%	\$9.00
Seacoast	18,022,544	417,364	2.3%	\$11.39

Residential Real Estate: Residential real estate markets continue to show strong performance on the Seacoast. There has been a modest increase in the proportion of homebuyers from Massachusetts and places outside of NH. Although home sales began to slow in Q4, demand remains high. Out of state buyers, who often have cash to purchase a home, are competing with NH residents looking to purchase a home in a very tight and competitive market. Condo sales and manufactured home sales are increasingly in demand, as many first-time homebuyers turn towards this inventory after being priced out of the single-family home market. Median sale prices in NH increased again in the period for single family homes to the \$420,000 median price range. The number of single-family building permits issued has increased during the pandemic, despite rising building costs.

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-Douglass Hospital's merger with Mass General 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 another Urgent Care Center planned on a Dover Point Rd. site. Tele-med service is expanding and will become a more permanent segment of medical services after the pandemic abates. 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 annual revenue growth in the services sector are now slightly less sanguine.

Leadership & Governance Outcomes:

Economic Development staff provided monthly economic development and business retention information to the Greater Dover Chamber of Commerce Government Affairs Committee.

The Deputy City Manager and Business Development Specialist participated in multiple NH Statewide Economic Development Plan Build sessions in virtually.

Jobs grew by 715 (3.9%) in Dover the last 5 years and stood at 18,984 employed at the end of March. Dover has lost 1,935 jobs since then leaving us 17,019 employed at present.

Average earnings per job is now at \$64,200 per year and is \$591 per year under the national average.

The top three industries in Dover are insurance carriers, general medical and surgical hospitals, and restaurants and other eating places.

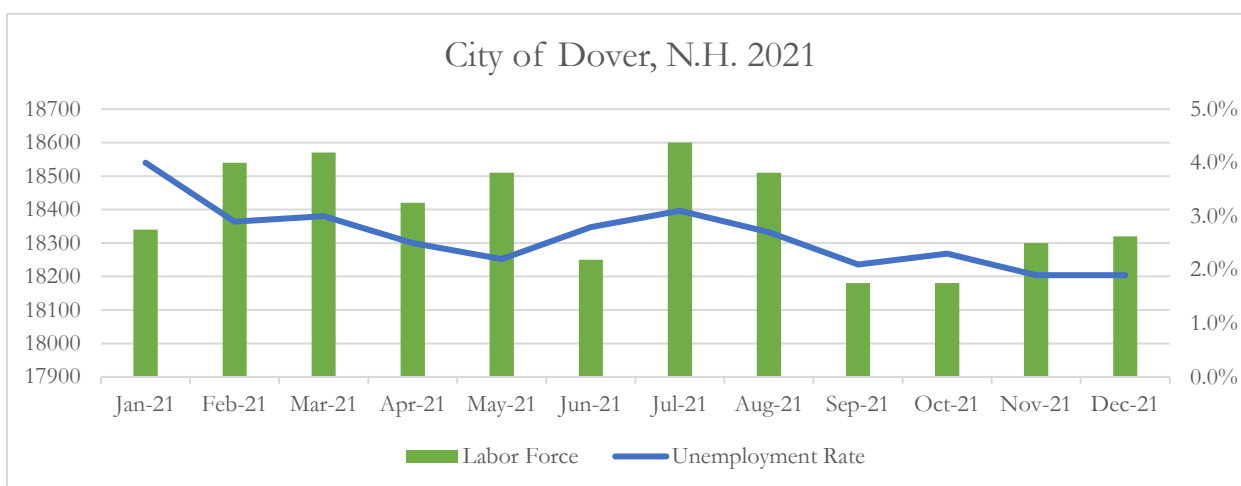
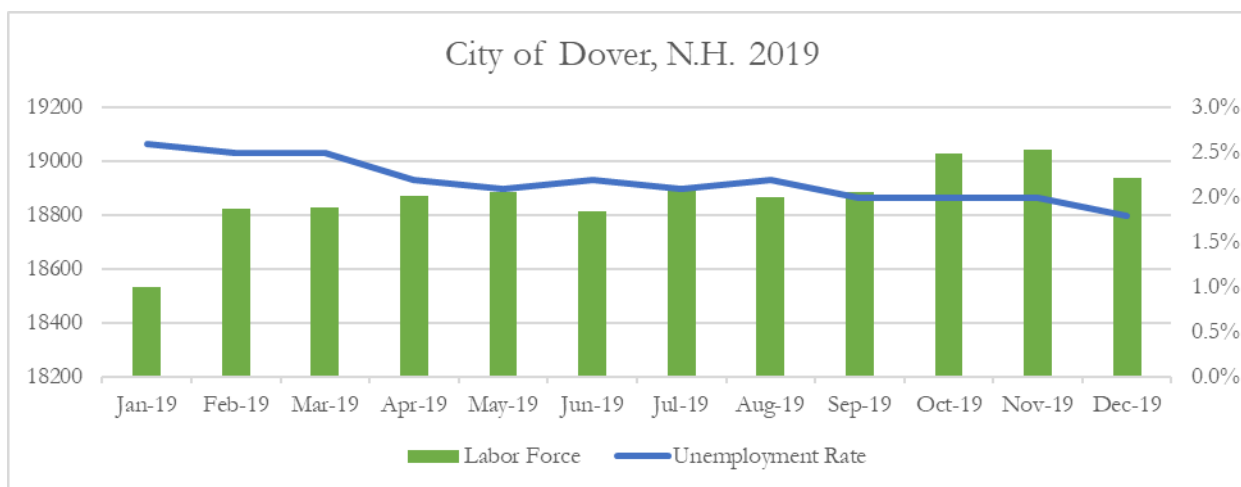
Financial & Benchmark Outcomes:

Economic Development staff work within the adopted FY 22 budget. Potential expenditures include new marketing pamphlets and materials as well as enhanced online presence for the community.

Workforce-Focused Outcomes:

DBIDA/ BizEDConnect intern programs with Great Bay Community College and UNH are now activated again. It is also being discussed with the Dover High School as the former administration changes and if openness to the program exists. Cooperation with the Somersworth high School CTC has been initiated as they are open to an arrangement with Dover businesses. This is paused for the present pending resolution of pandemic issues.

As part of the restructuring of Economic Development activities, the office has been renamed the Business Development office with the Deputy City Manager overseeing the restructuring. Planned changes include a stronger synergy with the community's Master Plan, and adopting a strategic plan, which integrates the DBIDA strategic plan into one closer aligned with the departmental strategic plans adopted by various service areas in the City. By March, it is expected that more thorough reporting of information, including trend analysis should begin to appear in this report.



The Dover unemployment rate, which has been in gradual decline since last summer, now stands at 1.9%. The number of people employed in January is now returning to pre-pandemic levels. Healthcare facilities, childcare facilities, hospitality, and service industries are still struggling to find qualified applicants to fill vacant positions. Most recently, Congress allocated \$178 billion through the Provider Relief Fund (PRF) to help ensure hospitals, nursing homes and other health care providers keep their doors open and continue to provide quality care for patients by allocating part of these funds for recruiting and retaining staff. NH received \$164,580,386 in Phase I, and \$21,960,327 in Phase II, to be administered to a total of 1,966 healthcare facilities.

Employment and Wages: Although hiring has not kept up with the demand for workers in 2021, New Hampshire had a greater hiring rate than the U.S. overall. The hiring rate in New Hampshire averaged 4.9 %, compared to 4.3 % in the U.S. NH employment increased by 20,300 jobs since October 2020, signaling employment recovery from the pandemic. Hospitality and leisure experienced the largest increase, while transportation, trade, utilities, and government sectors also saw increases. A few manufacturers are using large starting bonuses to attract workers rather than raising starting salaries, while others are offering modest wage increases.

Retail & Tourism: NH Travel & Tourism officials are expecting a successful winter season, with more than 3 million tourists expected to visit NH. The state has returned to marketing in Canada again, as the border has

been reopened to non-essential travel. Area hotels are showing a strong semi last-minute leisure travel market which is helping to fill the void from the summer wedding season. However, those relying on conferences and corporate travel continue to struggle with pre-pandemic numbers. Retail sales remain strong in the fourth quarter, despite supply chain glitches. Online shopping continues to prosper due to customers' uncertainty regarding Covid exposure, and ease of product availability. Retailers who modify their infrastructure to include onsite pick-up and delivery, are seeing an increase in shoppers. Restaurants are still struggling with staffing shortages, closures, supply chain issues, and price increases, but are still seeing demand from patrons. Museums, art galleries, and music venues are still struggling with accommodating large crowds, but a few of them have implemented air ventilation systems for the safety of their guests. Dover's art economy is proving to be strong, as two new galleries opened in 2021. All local businesses, museums, and cultural entities have been informed of recent SBA Loan Programs including the EIDL Grant Program, DoverCARES Grant Program, and the NH State Council on the Arts Grant Program.

Manufacturing & Related Services: Most local manufacturers supplying domestic and international markets saw steady sales. Revenue gains reflected increased volume rather than higher prices. Most contacts in the manufacturing sector indicate that both staffing shortages and supply chain issues were holding back sales in relation to demand. Capital investment is strong locally, which continues to spur Dover's growth and development. Regional manufacturers are now gaining in confidence and are again contemplating expansions due to business growth.

Labor demand has been strong in all manufacturing sectors and even entry level jobs are going unfilled. Manufacturers are competing for talent by providing incentives such as sign-on bonuses, incentive pay, expanded benefit packages, and a positive work environment. The state is looking toward expanding their efforts for workforce attraction by touting a quality of life in NH that is unparalleled, as well as solutions to include workforce housing initiatives.

Local Major Development Projects:

- The Kane Company purchased 71 acres with two buildings at 50 and 100 Education Way. The 99,675 SF Class B building at 100 Education Way and 72,000 SF flex industrial building at 50 Education Way were both vacant at the time of the sale and sold for \$15.5 million
 - The 50 Education Way building was subsequently sold to a plastics firm.
- Harmony Homes broke ground on its 44 unit affordable home project, and is working with staff to review options for a similar project.
- Weave Filtration is seeking to construct a 10,000 SF building on Quality Way, Enterprise Park.
- The Planning Board approved almost 200 residential units, between two projects at its January 11th meeting. A quarter of those units approved are HUD rent restricted which is a positive for employee recruitment for businesses in Dover.
- Waterfront/Shoreland Stabilization/Site Preparation:
 - Business Development and Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. Project Manager Bird had four online meetings during January with staff from Horsley Witten to review the status of state and federal permitting and discuss the site plans.
 - Project Manager Bird:
 - held online meetings on January 6 and 11 with Cathartes, Tighe & Bond, GZA and Horsley-Witten to discuss the RAP, permits, the construction schedule and the timeline for the project. Project Manager Bird held online meetings on January 7 and 13 with Horsley-Witten and GZA to discuss the RAP and AUR.

- held an online meeting on January 7 with Community Services staff and Wright Pierce to discuss the River Street Pump Station generator.
- attended an online coordination meeting on January 12 with Community Services staff and consultants working on the dredge cell, waterfront development, River Street pump station upgrade and Henry Law Avenue reconstruction projects.
- held an online meeting on January 13 with Cathartes, Community Services staff and Wright Pierce to discuss the River Street Pump Station generator and the need to increase the lot size.
- held an online meeting on January 13 with City Engineer, Wright Pierce and Eversource to discuss electric needs for River Street Pump Station.
- attended meetings on January 19 and 25 with the Deputy City Manager and Gary Bannon to discuss crew building options.
- met on January 19 with the Chair and Vice Chair of CWDAC to discuss project status and future CWDAC meetings.
- met with the Purchasing Agent and Community Services staff on January 25 to discuss an RFQ process for selecting qualified contractors.
- met with the Deputy City Manager four times during January to provide project updates.

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

Parking Division

	Dec-21	Dec-20	Dec-19	Fiscal YTD 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019
Meter Activity - Total							
Meter Transactions	41,336	26,463	46,775	241,579	385,006	442,999	466,721
Income from Meters	\$76,776	\$45,566	\$86,357	\$442,632	\$676,715	\$836,199	\$648,806
Active Meter Days	26	26	25	150	302	292	249
Average Daily Meter Transactions	1,594	1,018	1,871	1,594	1,275	1,517	1,874
Meter Activity - Parking Garage							
Meter Transactions	2,654	1,294	4,977	15,138	11,463	36,219	34,749
Income from Meters	\$7,882	\$3,568	\$12,926	\$41,271	\$62,637	\$88,142	\$61,468
Active Meter Days	26	26	25	150	302	292	249
Average Daily Meter Transactions	102	50	199	101	74	124	148
Parking Permit Activity							
Total Parking Permits Issued	751	750	617	4,709	8,756	6,809	6,767
Residential Permits Issued	35	43	38	220	473	441	637
Business Permits Issued	716	707	579	4,489	8,283	6,499	6,130
Permit Income	\$40,137	\$35,403	\$30,831	\$198,489	\$265,168	\$246,485	\$232,682
Parking Ticket Activity							
Total Parking Tickets Issued	768	483	906	3,981	6,720	7,947	8,181
Accessible Space Tickets Issued	0	4	6	14	23	48	77
Winter Restriction Tickets Issued	78	47	96	78	381	164	327
Parking Ticket Income	\$13,098	\$12,362	\$16,159	\$82,469	\$160,519	\$180,148	\$168,062
Electric Vehicle Charging Stations							
Number of times Stations Used	24	4	28	140	100	233	not captured
Charging Station Income	\$213	\$32	\$102	\$1,062	\$571	\$952	not captured

COAST

Ridership Activity

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

Month	Route 1 Dover/Somersworth/ Berwick	Route 13 Dover/Somersworth	Route 33 Downtown Dover/County Complex/Portland Ave	Route 34 Downtown Dover/Knox Marsh Rd
December 2020	3,003	2,254	1,119	451
January 2021	2,927	2,126	979	325
February 2021	2,706	2,216	861	315
March 2021	3,367	2,833	1,240	505
April 2021	3,464	2,702	1,183	318
May 2021	3,235	2,999	1,088	225
June 2021	3,245	3,513	1,157	261
July 2021	3,274	3,717	1,203	255
August 2021	3,210	3,799	1,275	368
September 2021	3,191	3,165	1,144	338
October 2021	3,356	3,082	1,254	318
November 2021	3,357	3,030	1,268	234
December 2021	4,078	3,122	1,234	134

J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 26, 2022**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**

Councilor Hinkel led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

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

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Councilor Cullen said he didn't appreciate getting the Annual Comprehensive Financial Report at the start of this meeting.

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

Vote: 9/0.

7. PUBLIC HEARINGS

A. CHAPTER 17, SECTIONS 12 & 13 - ELECTIONS SPONSORED BY MAYOR CARRIER BY REQUEST

Philip Hatcher, 9 Woodland Road: He discussed the proposed ward boundaries and asked the Council to review again.

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

B. CHAPTER 121, SECTIONS 1 & 5 - SEWER USE SPONSORED BY MAYOR CARRIER BY REQUEST

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

C. AUTHORIZATION TO ACCEPT AND EXPEND THE NH STATE LIBRARY GRANT FOR PUBLIC LIBRARY WEBSITE IMPROVEMENTS (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) SPONSORED BY MAYOR CARRIER BY REQUEST

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 26, 2022**
Meeting Time: **7:00 pm**

**D. REPROGRAM UNEXPENDED BOND PROCEEDS FROM FIRE & RESCUE
EMERGENCY SHELTER GENERATOR TO SOUTH END FIRE STATION BUILDING
IMPROVEMENTS PROJECT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 9, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

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

**E. FISCAL YEAR 2023 CAPITAL IMPROVEMENTS PROGRAM (CIP) APPROPRIATION
AND AUTHORIZATION FOR CLEAN WATER STATE REVOLVING FUND (CWSRF)
LOAN FOR WASTEWATER TREATMENT FACILITY (WWTF) SECONDARY
CLARIFIER AND ACCEPTANCE OF AMERICA RESCUE PLAN ACT (ARPA) GRANT
FUNDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 9, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

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

**F. AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF
ENVIRONMENTAL SERVICES ARPA GRANT FOR PUMP STATION EVALUATION
PROJECT
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 9, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

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

**G. FISCAL YEAR 2023 CIP APPROPRIATION AND AUTHORIZATION FOR CWSRF
LOAN FOR HENRY LAW PARK STORMWATER BEST MANAGEMENT PRACTICES
AND ACCEPTANCE OF ARPA GRANT FUNDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(CITY COUNCIL VOTE TO OCCUR ON FEBRUARY 9, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

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

8. PUBLIC FORUM

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

Ryan Crosby, 26 Shore Lane, Executive Director of Dover Housing Authority: He spoke about his concern for the 2023 School Department budget, and its impact on the children who come from disadvantage homes.

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 26, 2022**
Meeting Time: **7:00 pm**

9. CITY MANAGER'S REPORT

A. January 26, 2022 Report

City Manager Joyal said he submitted his report in writing. He gave an update on the COVID pandemic.

B. Presentation of Annual Comprehensive Financial Report (ACFR) by Independent Auditors

Alina Korsak, CPA, gave a PowerPoint presentation to the Council regarding the Independent Audit performed by Melanson. She answered questions from the Council. City Manager Joyal discussed the handouts with the Council.
(Handouts have been archived with the Minutes.)

City Manager Joyal answered questions from the Council regarding his written report. He acknowledged Donna Benton, newly appointed as Director of Planning and Community Development. He recognized the Finance Department for receiving the Governmental Accounting Standards Board (GASB) award for the sixteenth year in a row. He also recognized employees' anniversaries.

Deputy Mayor Shanahan moved to accept the City Manager's Report; seconded by Councilor Thibodeaux.
Vote: 9/0.

10. APPROVAL OF MINUTES

A. January 12, 2022 – Regular Meeting

B. January 19, 2022 – Joint Meeting with School Board

Deputy Mayor Shanahan moved to approve the Minutes; seconded by Councilor Muffett-Lipinski.
Vote: 9/0.

11. MAYOR'S REPORT

Mayor Carrier gave an overview of events he has attended the past few weeks.

Deputy Mayor Shanahan moved to accept the Mayor's Report; seconded by Councilor Hackett.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 26, 2022**
Meeting Time: **7:00 pm**

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 17, SECTIONS 12 & 13 - ELECTIONS

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to refer to a public hearing on February 9, 2022;
seconded by Councilor Williams
Vote: 9/0.

2. CHAPTER 121, SECTIONS 1 & 5 - SEWER USE

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to refer to a public hearing on February 9, 2022;
seconded by Councilor Williams
Vote: 9/0.

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. AUTHORIZATION TO ACCEPT AND EXPEND THE NH STATE LIBRARY GRANT FOR PUBLIC LIBRARY WEBSITE IMPROVEMENTS

(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to refer to a public hearing on February 9, 2022;
seconded by Councilor Williams
Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. B22006 CONSULTING ENGINEERING SERVICES FOR THE 2021 PAVEMENT CONDITION ASSESSMENT PROJECT

SPONSORED BY MAYOR CARRIER BY REQUEST

2. AUTHORIZATION TO PURCHASE TWO (2) NEW 2022 FORD F250 TRUCKS

SPONSORED BY MAYOR CARRIER BY REQUEST

3. APPROVAL OF GRANITE STATE INDEPENDENT LIVING LEASE AGREEMENT

SPONSORED BY MAYOR CARRIER BY REQUEST

4. APPROVAL OF NEW HAMPSHIRE INDONESIAN COMMUNITY LEASE AGREEMENT

SPONSORED BY MAYOR CARRIER BY REQUEST



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 26, 2022**
Meeting Time: **7:00 pm**

- 5. APPROVAL OF REACH FOR THE TOP THERAPY SERVICES LEASE AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 6. AUTHORIZATION TO EXECUTE DEFAULT SERVICE REIMBURSEMENT AGREEMENT BETWEEN STANDARD POWER OF AMERICA, INC. AND THE CITY OF DOVER**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 7. APPROVAL OF DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT OF THE CITY OF DOVER EMPLOYMENT AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST

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. Cochecho Waterfront Development Advisory Committee
26. Dover Main Street
27. Strafford Regional Planning Commission

Deputy Mayor Shanahan moved to adopt the Consent Calendar; seconded by Councilor Hinkel. Mayor Carrier asked the Council if they had items they would like pulled for further discussion. Councilor Thibodeaux pulled Items 13.A.3., 13.A.4, and 13.A.5. Mayor Carrier asked for a roll call vote on the remaining items on the Consent Calendar. Roll Call Vote: 9/0.

Deputy Mayor Shanahan moved for the adoption of item #13.A.3.; seconded by Councilor Thibodeaux. Roll Call Vote: 9/0.

Deputy Mayor Shanahan moved for the adoption of item #13.A.4.; seconded by Councilor Muffett-Lipinski. Roll Call Vote: 9/0.

Deputy Mayor Shanahan moved for the adoption of item #13.A.5.; seconded by Councilor Hinkel. Roll Call Vote: 9/0.

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 26, 2022**
Meeting Time: **7:00 pm**

Councilor Cullen gave an overview of the Planning Board Report to the Council.

Councilor Williams gave an overview of the Appointments Committee Report to the Council.

Councilor Hackett gave an overview of the Arena Commission Report to the Council.

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

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

Councilor Thibodeaux introduced Jackson Kaspari, Assistant City Planner, who gave an overview of the NH Energy Aggregation Committee. She continued with her report on the Energy Commission to the Council. Mayor Carrier spoke about the advantages of the solar arrays in the City.

B. RESOLUTIONS

1. CITY COUNCIL FISCAL YEAR 2023 – BUDGET GUIDANCE SPONSORED BY MAYOR CARRIER

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Muffett-Lipinski. Deputy Mayor Shanahan moved to make an amendment to add the following sentence to the Now, Therefore: "Any additional adjustments needed to sustain critical education-focused programs, e.g., maintaining teacher staffing levels at current levels or providing services required by State statute or Federal law, will only be considered if accompanied by specific justification."

Motion was seconded by Councilor Williams.

Councilor Muffett-Lipinski asked for data specific justification.

Deputy Mayor Shanahan withdrew his first amendment so he could make a second one. Deputy Mayor Shanahan moved to make an amendment to add the following sentence to the Now, Therefore: "Any additional adjustments needed to sustain critical education-focused programs, e.g., maintaining teacher staffing levels at current levels or providing services required by State statute or Federal law, will only be considered if accompanied by specific data-based justification."

Motion was seconded by Councilor Muffett-Lipinski.

Roll Call Vote: 9/0.

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

Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 26, 2022**
Meeting Time: **7:00 pm**

Councilor Hackett started a discussion regarding the Ward boundary changes. Deputy Mayor Shanahan asked for Councilor directive to create a possible Epsilon prime. City Manager Joyal said the State is going to do what they wanted to do. Deputy City Manager Parker gave an overview of the process for selecting the proposed Ward boundary changes. There was no consensus to make changes to the Ordinance.

Councilor Cullen acknowledged Councilor Williams' work.

Councilor Hinkel said he is keeping a blog of the City Council meetings.

Councilor Nemeth said she attended the Dover Housing Authority meeting and gave a shout-out to the dedicated staff.

16. ADJOURN

Councilor Muffett-Lipinski moved to adjourn; seconded by Councilor Nemeth
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, February 2, 2022**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Cullen led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

Also Present: Community Services Director Storer, City Attorney Wyatt, and City Clerk Mistretta.

5. PUBLIC FORUM

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

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

6. DISCUSSIONS

A. STORMWATER AND FLOOD RESILIENCY REPORT

Deputy Mayor Shanahan gave an overview of this study and report to the Council.

City of Dover's Environmental Projects Manager Gretchen Young and the Department of Environmental Services' Coastal Watershed Management Specialist Ben Sweeney gave a PowerPoint presentation regarding the findings and recommendations of the Ad Hoc Committee to Study Stormwater and Flood Resilience Funding to the Council. They addressed questions from the Council.

7. ADJOURNMENT

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

Vote: 9/0.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 12.B.1. Ordinance Number: O – 2022.01.12 – 001 Ordinance Title: Elections Chapter: 17 Section: 12 Boundaries of Wards 13 Ward Map
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The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to establish ward boundaries for the City of Dover, as allowed by City Charter (C1-2, amended effective January 3, 2022) based on the decennial census results in 2020.

2. AMENDMENT

Chapter 17 entitled “Elections” is hereby amended by adding a new Article III, “Ward Boundaries” and related sections 12 and 13 (to be inserted after Article II, Section 17-11), as follows:

a. THE FOLLOWING ARE ADDED:

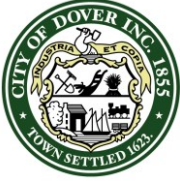
ARTICLE III WARD BOUNDARIES AND WARD MAP

§ 17-12 Boundaries of Wards

Pursuant to the City’s Charter, the City of Dover shall be divided into six wards with boundaries defined as follows:

Ward One begins at the Dover/Rollinsford boundary line at Old English Village Road; thence following southeasterly along the Dover/Rollinsford boundary to Broadway; thence southwesterly along the center line of Broadway to the intersection with the Boston and Maine Railroad; thence southeasterly along the railroad to Central Avenue; thence southerly along the center line of Central Avenue to Chapel Street, and follows the center line of Main Street southerly to Washington Street; thence westerly along the center line of Washington Street to Chestnut Street; thence northerly along the center line of Chestnut Street to the Cochecho River; thence northerly along the center line of the Cochecho River to Spaulding Turnpike; thence following the center line of the Spaulding Turnpike northerly to its intersection with Glenwood Avenue; thence following the center line of Glenwood Avenue in a northeasterly direction to Central Avenue; thence turning northerly and running along the center line of Central Avenue, to Old English Village Road, and crossing Central Avenue following Old English Village Road in an easterly direction to the Dover/Rollinsford boundary line to the point of beginning.

Ward Two begins at Broadway and the Rollinsford/Dover boundary; thence following the Dover/Rollinsford boundary in a southeasterly direction to the confluence of the Cochecho/Piscataqua River; thence following the center line of the confluence in a northwesterly direction to a block line established by the 2020 census;



CITY OF DOVER

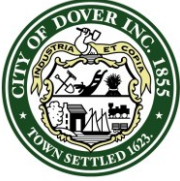
CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2022.01.12 – 001**
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Chapter: 17
Section: 12 Boundaries of Wards
13 Ward Map

thence turning southwesterly to the intersection of Henry Law Avenue and Tennyson Avenue; thence following the center line of Tennyson Avenue in a southwesterly direction to Court Street; thence following the center line of Court Street in a northwesterly direction to Union Street; thence following center line of Union Street in a southwesterly direction to Central Avenue; thence following the center line of Central Avenue southerly to Locust Street; thence following the center line of Locust Street in a northerly direction to Fisher Street; thence following the center line of Fisher Street in a westerly direction to Rutland Street; thence following the center line of Rutland Street northerly to Clifford Street; thence following the center line of Clifford Street westerly to Towle Avenue.; thence following the center line of Towle Avenue in a northwesterly direction to the intersection with Silver Street; thence northwesterly across Silver Street and following the center line of Arch Street to center line of the Washington Street; thence following the center line of Washington Street in an easterly direction to Belknap Street; thence following the center line of Belknap Street southerly to the center line of Saint Thomas Street; thence following the center line of the Saint Thomas Street, in an easterly direction to Locust Street; thence following along the center line of Locust Street northerly to Washington Street; thence following the center line of Washington Street easterly to Main Street; thence following the center line of Main Street northerly, until Chapel Street, where it follows the centerline of Central Avenue northerly to the Boston and Maine Railroad line; thence following the Boston and Maine railroad line northeasterly to the intersection of Broadway; thence following the center line of Broadway in a northeasterly direction to the point of beginning.

Ward Three begins at the intersection of Spaulding Turnpike and the Boston and Maine railroad line; thence following the center line of the Boston and Maine railroad line in a northeasterly direction to Arch Street; thence following the center line of Arch Street southerly to Silver Street; thence crossing Silver Street to Towel Avenue, and following the centerline of Towel Avenue in a southerly direction to Clifford Street; thence following the centerline of Clifford Street in an easterly direction to Rutland Street; thence turning and following the center line of Rutland Street southerly until Fisher Street; thence following the center line of Fisher Street in an easterly direction to Locust Street; thence following the center line of Locust Street southerly to the intersection with Central Avenue; thence following the center line of Central Avenue northeasterly to the intersection of Union Street; thence following the



CITY OF DOVER

CITY OF DOVER - ORDINANCE

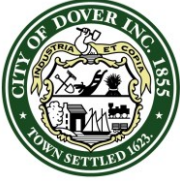
Agenda Item#: 12.B.1.

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center line of Union Street in a northeasterly direction to Court Street; thence following the center line of Court Street southeasterly to Tennyson Avenue; thence following the center line of Tennyson Avenue in a northeasterly direction to Henry Law Avenue; thence following a block line established by the 2020 census in a northeasterly direction to the Cochecho River; thence following the Cochecho River southeasterly to its confluence with the Piscataqua River and the exterior block line established by the 2020 census located in the center of said Piscataqua River; thence following the exterior block line established by the 2020 census located in the center of the Little Bay channel where it intersects the Spaulding Turnpike at the Little Bay Bridge; thence following the exterior block line established by the 2020 census located in the center of Little Bay in a northwesterly direction to a point of intersection at the common boundary corner between Dover and Madbury near the Scammel Bridge; thence following the center line of the Boston Harbor Road/New Hampshire Route 4 in a southeasterly direction to the Spaulding Turnpike ; thence following the center line of the Spaulding Turnpike in a northwesterly direction to the point of beginning.

Ward Four begins at the intersection of the Bellamy River and Central Avenue; thence following the center line of Central Avenue northeasterly to the intersection with the Spaulding Turnpike; thence following the center line of the Spaulding Turnpike in a southeasterly direction to the exit 6 overpass, and tuning westerly following the centerline of the overpass to Boston Harbor Road/New Hampshire Route 4; thence following the center line of Boston Harbor Road/New Hampshire Route 4 a point of intersection at the common boundary corner between Dover and Madbury near the Scammel Bridge; thence following the common boundary line between Dover and Madbury in a northwesterly direction to the center line of the Mast Road; thence following the center line of Mast Road southeasterly to the centerline of Durham Road; thence following the center line of the Durham Road easterly to the point of beginning.

Ward Five begins at the Barrington/Dover line at Tolend Road; thence following the center line of Tolend Road southeasterly to the Spaulding Turnpike; thence following the Spaulding Turnpike in a northerly direction to the Cochecho River; thence following the center line of the Cochecho River southerly to Chestnut Street; thence following the center line of Chestnut Street southerly to Washington Street; thence turning easterly and following the center line of Washington Street to Locust Street;



CITY OF DOVER

CITY OF DOVER - ORDINANCE

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13 Ward Map

thence turning and following Locust Street in a southerly direction to Saint Thomas Street; thence following Saint Thomas Street in a westerly direction to the intersection with Belknap Street; thence following the center line of Belknap Street northerly to Washington Street; thence following Washington Street in a westerly direction to the intersection of the Boston and Maine Railroad, thence following the Boston and Main Railroad southwesterly to the Spaulding Turnpike; thence turning and following the center line of the Spaulding Turnpike in a southerly direction to Central Avenue; thence following the center line of Central Avenue southerly to the Bellamy River Bridge; then following along the center line of the Durham Road in a westerly direction to Mast Road; thence following the Mast Road center line in a westerly direction to the Madbury/Dover/ boundary; thence following the Madbury/Dover boundary in a northerly direction to the Barrington/Dover town line; thence following the Barrington/Dover boundary in a northwesterly direction to the point of beginning.

Ward Six begins at the point where the Dover/Rollinsford boundaries intersect with the center line of Old English Village Road and follows the center line of Old English Village Road westerly to Central Avenue; thence running southerly along the center line of Central Avenue to the intersection with Glenwood Avenue; thence following the center line of Glenwood Avenue westerly to the Spaulding Turnpike; thence following the center line of the Spaulding Turnpike in a southerly direction to Tolend Road; thence following the center line of Tolend Road in a northerly direction to the Dover/Barrington boundary line; thence following the boundary line in a northeasterly direction to the point of the Dover/Rochester/Somersworth boundary; thence turning and following the Dover/Somersworth boundary southerly to the point of the beginning.

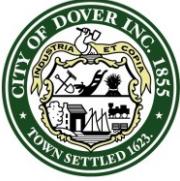
§ 17-13 Ward Map

In accordance with RSA 44:4-a, the City shall maintain a ward boundary map of suitable scale reflecting the current ward boundaries.

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES PUBLIC HEARING AND 2/3 MAJORITY VOTE OF THE COUNCIL (C1-3)



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2022.01.12 – 001**
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13 Ward Map

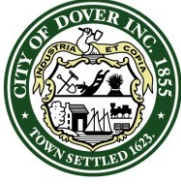
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Dennis
Shanahan
Councilor Fergus Cullen
Councilor Lindsey Williams

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 - ORDINANCE Agenda Item#: 12.B.1. Ordinance Number: O – 2022.01.12 – 001 Ordinance Title: Elections Chapter: 17 Section: 12 Boundaries of Wards 13 Ward Map
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DOCUMENT HISTORY:

First Reading Date: 01/12/2022	Public Hearing Date: 01/26/2022 02/09/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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

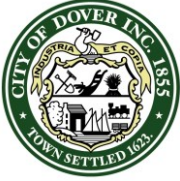
ORDINANCE BACKGROUND MATERIAL:

Every ten years the United States Constitution requires that a census of population be taken. As a result of that census, population for the City of Dover is updated. The census data is used to determine if, and to what extent, the City's wards may need adjustments to maintain proportionality.

Historically, the City's ward boundaries have been set forth in the City's Charter. However, the coronavirus disease 2019 ("COVID-19") pandemic caused delays in the 2020 census. As a result of those delays, the City Council proposed, and voters at the November 2021 municipal election approved, amendments to the City's Charter to enable ward boundaries to become a function of an ordinance enacted by City Council, similar to several other cities and towns in New Hampshire.

The most recent charter amendments took effect January 1, 2022. In anticipation of that, the City Council commissioned the ordinance committee to research the extent of any need for redistricting and, should a need exist, bring forward a proposed ordinance (*see* [R-2021.11.10-185](#)). At meetings in December 2021, the Ordinance Committee undertook that process, resulting in this proposed ordinance.

By way of background, in 2010 the City's population was listed in the federal census as 29,887. For 2020, the population was determined in the federal census to be 32,741. Upon receiving the 2020 census data, City staff calculated the population change of each existing ward as summarized below:



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2022.01.12 – 001**
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13 Ward Map

Ward	2010 Pop	2020 Pop	Change
1	5,013	5,162	149
2	5,046	5,855	809
3	5,089	5,766	677
4	4,974	5,452	478
5	4,875	5,481	606
6	4,990	5,025	35
	29,987	32,741	

With the goal of perfectly equal representation, each ward would have the same number of residents, or 5,457 residents. Using that as a benchmark, Wards 2 and 3 needed to send residents to wards 1 and 6 ideally not impacting wards 4 and 5. Unfortunately, it is not as easy as just shifting the boundaries a hair here and there. And, [RSA 44:4-a](#) requires that boundaries “follow easily identifiable physical features” such as “public and private ways, railroad tracks, and surface waters.”

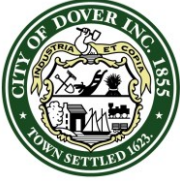
Upon review of the applicable data, the Ordinance Committee requested that staff provide no less than 3 proposed ward boundary alternatives, which would create as close to a 1% deviation (+/-) off the average as possible. This would mean each ward would have between 5,403 and 5,511 residents. Furthermore, it was noted that with the concerns about voting locations raised by two of the four privately owned properties used for voting, that staff should consider locating a polling location in each ward at a publicly owned property.

After review, staff presented five options for the Ordinance Committees review. Three of the options met the criteria of 1% deviation and a public parcel for use as a polling location. Two of the options did not meet the public polling location.

On December 20, 2021, the Ordinance Committee met and reviewed the five options and determined to focus on the three that provided public polling places. It then determined of those the option designated “epsilon” was the preferred alternative. Following the Ordinance Committee’s decision, City staff drafted this ordinance and the accompanying map based on that “epsilon” option.

The population changes by ward are summarized as follows:

Ward	2020 Pop	Proposed	Change
1	5162	5482	320
2	5855	5458	-397
3	5766	5411	-355
4	5452	5439	-13
5	5481	5450	-31



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.1.

Ordinance Number: **O – 2022.01.12 – 001**
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Section: 12 Boundaries of Wards
13 Ward Map

6	5025	5501	476
	32741	32741	

In this ordinance, the following areas change ward:

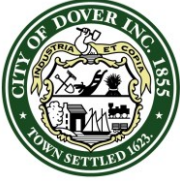
- Ward 6 to ward 1 (59 residents): The area between Old English Village Road and Glenwood Avenue/the Entrance to Shaw's Plaza from Central Avenue east to the Rollinsford town line moves from ward 6 to ward 1.
- Ward 2 to ward 1 (261 residents): The Cochecho Mill between Central Avenue and Main Street moves from ward 2 to ward 1.
- Ward 2 to ward 5 (244 residents): The area between the Cochecho River, and Saint Thomas Street, between the Community Trail and Locust Street along Washington Street, move from ward 2 to ward 5.
- Ward 3 to ward 2 (514 residents): The area between Silver Street, and Rutland Street, Central Avenue and Elm Street move from ward 3 to ward 2.
- Ward 2 to ward 3 (406 residents): The area between the Spaulding Turnpike, the Boston and Maine Railroad, Arch Street, Fisher Street and Locust Street – around Woodman Park School moves from ward 2 to ward 3.
- Ward 3 to ward 4 (247 residents): The area between the Spaulding Turnpike and Bellamy River covering Spur Road from the Spur Road overpass to the end, moves from Ward 3 to 4. The Spaulding Turnpike becomes the ward boundary the full length of wards 3 and 4.
- Ward 4 to ward 5 (260 residents): The area bounded by the Bellamy River, Durham Road and Mast Road, including Alumni Drive, Bellamy Road and Lisa Beth Circle/Drive move from ward 4 to ward 5.
- Ward 5 to ward 6 (535 residents): The Area from Tolend Road to the Cochecho River moves from ward 5 to ward 6. This includes Upper Factory Road, Glen Hill Road, and a portion of Watson Road and any roads off those roads.

It may also be important to observe that the boundaries proposed in this ordinance enable each ward to have a publicly owned location to potentially serve as polling places in the future:

Ward 1: Horne Street School

Ward 2: The Dover Arena

Ward 3: Woodman Park School



CITY OF DOVER

CITY OF DOVER - ORDINANCE

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13 Ward Map

Ward 4: Garrison Elementary School

Ward 5: Either Dover Middle or Dover High School

Ward 6: Riverside Rest Home.

A copy of the map showing the boundaries is attached.

For reference, a strikethrough/underline version of the current ward boundaries proposed in this ordinance, as compared to prior ward boundaries in the City's charter, is included below:

Ward One begins at the Dover/Rollinsford boundary line at ~~Hall Street~~Old English Village Road; thence following southeasterly along the Dover/Rollinsford boundary to Broadway; thence southwesterly along the center line of Broadway to the intersection with the Boston and Maine Railroad; thence southeasterly along the railroad to Central Avenue; thence southerly along the center line of Central Avenue to Chapel Street, and follows the center line of Main Street southerly to Washington Street; thence westerly along the center line of Washington Street to Chestnut Street; thence northerly along the center line of Chestnut Street to the Cochecho River; thence northerly along the center line of the Cochecho River to Spaulding Turnpike; thence following the center line of the Spaulding Turnpike northerly to its intersection with Glenwood Avenue; thence following the center line of Glenwood Avenue in a northeasterly direction to Central Avenue; thence turning northerly and running along the center line of Central Avenue, to Old English Village Road, and crossing Central Avenue ~~to a block line established by the 2010 Census and following Old English Village Road said block line~~ in an easterly direction to the Dover/Rollinsford boundary line; ~~thence following the Dover/Rollinsford boundary line a southeasterly direction~~ to the point of beginning.

Ward Two begins at Broadway and the Rollinsford/Dover boundary; thence following the Dover/Rollinsford boundary in a southeasterly direction to the confluence of the Cochecho/Piscataqua River; thence following the center line of the confluence in a northwesterly direction to a block line established by the 2010-2020 census; thence turning southwesterly to the intersection of Henry Law Avenue and Tennyson Avenue; thence following the center line of Tennyson Avenue in a southwesterly direction to Court Street; thence following the center line of Court Street in a northwesterly direction to ~~Central Avenue~~Union Street; thence following center line of ~~Central Avenue~~Union Street in a southwesterly direction to ~~Central Avenue~~Silver Street; thence following the center line of ~~Central Avenue~~Silver Street ~~southerly~~ westerly to ~~Elm~~Locust Street; thence following the center line of ~~Elm~~Locust Street in a ~~northerly~~Southerly direction to Fisher Street; thence following the center line of Fisher Street in a ~~westerly~~easterly



CITY OF DOVER

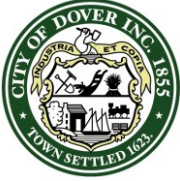
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direction to ~~Locust~~Rutland Street; thence following the center line of ~~Locust~~Rutland Street ~~northerly southerly~~ to ~~Clifford Street~~Central Avenue; thence following the center line of ~~Clifford Street~~Central Avenue westerly to ~~Towle Avenue~~the Spaulding Turnpike; thence following the center line of ~~Towle Avenue~~Spaulding Turnpike in a northwesterly direction to the intersection with ~~Silver Street~~the Boston and Maine Railroad; thence north~~westerly~~easterly across Silver Street and following the center line of Arch Street along the railroad to center line of the Washington Street; thence following the center line of Washington Street in an easterly direction to ~~Belknap Street~~the Community Trail; thence following the center line of ~~Belknap Street~~southerly Community Trail northerly to the center line of ~~Saint Thomas Street~~the Cochecho River; thence following the center line of the ~~Saint Thomas Street~~Cochecho River in an easterly direction to ~~Chestnut~~Locust Street; thence following along the center line of ~~Chestnut~~Locust Street northerly to Washington Street; thence following the center line of Washington Street easterly to ~~Central Avenue~~Main Street; thence following the center line of ~~Main Street~~northerly, until Chapel Street, where it follows the centerline of Central Avenue northerly to the Boston and Maine Railroad line; thence following the Boston and Maine railroad line northeasterly to the intersection of Broadway; thence following the center line of Broadway in a northeasterly direction to the point of beginning.

Ward Three begins at the intersection of Spaulding Turnpike and ~~the Boston and Maine railroad line~~Central Avenue; thence following the center line of ~~the Boston and Maine railroad line~~Central Avenue in a northeasterly direction to ~~Locust~~Arch Street; thence following the center line of ~~Locust~~Arch Street ~~northerly-southerly~~ to ~~Silver Street~~Towel Avenue, and following the centerline of ~~Towel Avenue~~in a southerly direction to Clifford Street; thence following the centerline of ~~Clifford Street~~in an easterly direction to Rutland Street; thence turning and following the center line of ~~Rutland Street~~southerly until Fisher Street; thence following the center line of Fisher Street in an ~~westerly~~easterly direction to ~~Elm~~Locust Street; thence following the center line of ~~Elm~~Locust Street ~~southerly northerly~~ to the intersection with ~~Silver Street~~Central Avenue; thence following the center line of ~~Silver Street~~Central Avenue ~~northeasterly~~ to the intersection of ~~Central Avenue~~Union Street; thence following the center line of ~~Central Avenue~~Union Street in a northeasterly direction to Court Street; thence following the center line of Court Street southeasterly to Tennyson Avenue; thence following the center line of Tennyson Avenue in a northeasterly direction to Henry Law Avenue; thence following a block line established by the ~~2000~~2020 census in a northeasterly direction to the Cochecho River; thence following the Cochecho River southeasterly to its confluence with the Piscataqua River and the exterior block line established by the ~~2000~~2020 census located in



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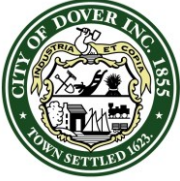
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the center of said Piscataqua River; thence following the exterior block line established by the 2020 census located in the center of the Little Bay channel where it intersects the Spaulding Turnpike at the Little Bay Bridge; thence following the exterior block line established by the 2000-2020 census located in the center of Little Bay in a northwesterly direction to a point of intersection at the common boundary corner between Dover and Madbury near the Scammel Bridge; thence following the center line of the ~~Bellamy River~~Boston Harbor Road/New Hampshire Route 4 in a ~~southeasterly~~ northwesterly direction to ~~the Spaulding Turnpike Spur Road Extension~~; thence following the center line of the ~~Spur Road Extension southerly to the intersection Spur Road~~; thence following the center line of ~~Spur Road northwesterly to the Spaulding Turnpike~~; thence following the center line of the Spaulding Turnpike in a northwesterly direction to the point of beginning.

Ward Four begins at the intersection of the Bellamy River and Central Avenue; thence following the center line of Central Avenue northeasterly to the intersection with the Spaulding Turnpike; thence following the center line of the Spaulding Turnpike in a southeasterly direction to ~~the exit 6 overpass, and tuning westerly following the centerline of the overpass to Boston Harbor Road/New Hampshire Route 4~~Spur Road; thence following the center line of ~~Boston Harbor Road/New Hampshire Route 4~~ Spur Road southwesterly to Spur Road Extension; thence following the center line of ~~Spur Road Extension in a northwesterly direction to a block line established by the 2000 Census and following said block line in a southwesterly direction to the Bellamy River~~; thence following the center line of the ~~Bellamy River in a southwesterly direction to~~ a point of intersection at the common boundary corner between Dover and Madbury near the Scammel Bridge; thence following the common boundary line between Dover and Madbury in a northwesterly direction to the center line of the ~~Bellamy River~~Mast Road; thence following the center line of ~~Mast Road southeasterly to the centerline of Durham Road~~; thence following the center line of the ~~Durham Road~~Bellamy River easterly to the point of beginning.

Ward Five begins at the ~~Rochester~~Barrington/Dover line at ~~Tolend Road~~the Cochecho River; thence following the center line of ~~Tolend Road~~ Cochecho River southeasterly to the ~~Spaulding Turnpike~~abandoned Railroad Bridge over the Cochecho River; thence following the ~~Spaulding Turnpike~~ in a northerly direction to the Cochecho River; thence following the center line of the ~~Cochecho River~~ abandoned railroad line southerly to ~~Washington~~ Chestnut Street; thence following the center line of ~~Chestnut Street southerly to~~ Washington Street; thence turning easterly and following the center line of Washington Street to Locust Street; thence turning and following Locust Street in a southerly direction to Saint Thomas Street; thence following Saint Thomas Street in a westerly direction to the intersection with ~~the Boston and Maine~~



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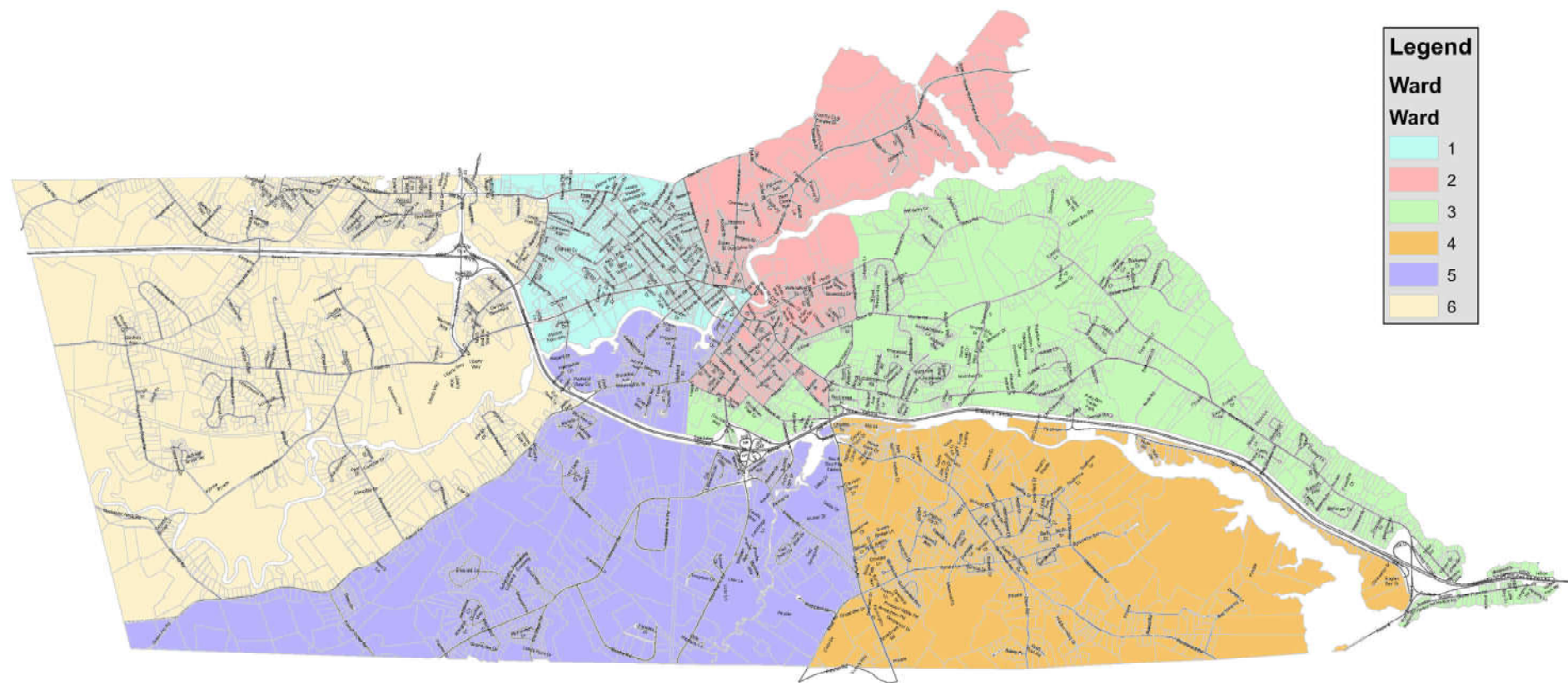
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Railroad~~Belknap Street~~; thence following the center line of ~~intersection with the Boston and Maine Railroad~~Belknap Street northerly southerly to the Spaulding Turnpike~~Washington Street~~; thence following Washington Street in a westerly direction to the intersection of the Boston and Maine Railroad, thence following the Boston and Main Railroad southwesterly to the Spaulding Turnpike; ~~thence turning and following the center line of the Spaulding Turnpike~~ -in a southerly direction to Central Avenue; thence following the center line of Central Avenue southerly to the Bellamy River Bridge; then following along the center line of the ~~Bellamy River~~Durham Road in a westerly direction to Mast Road; ~~thence following the Mast Road center line in a westerly direction to~~ the Madbury/Dover/~~Barrington~~ boundary; ~~thence following the Madbury/Dover boundary in a northerly direction to the Barrington/Dover town line~~; ~~thence following the Madbury/Barrington/Dover/Barrington~~ boundary in a northwesterly direction to the point of beginning.

Ward Six begins at the point where the Dover/~~Rollinsford~~ ~~-Somersworth~~ ~~Rochester~~ boundaries intersect with the center line of Old English Village Road and follows the center line of Old English Village Road westerly to Central Avenue; thence running southerly along the center line of Central Avenue a block line established by the 2010 Census; ~~thence proceeds westerly along the block line~~ to the intersection with Glenwood Avenue; thence following the center line of Glenwood Avenue westerly to the Spaulding Turnpike; thence following the center line of the Spaulding Turnpike in a southerly direction to ~~the Cochecho River~~Tolend Road; thence following the center line of Tolend Road~~Cochecho River~~ in a northerly direction to the Dover/~~Rochester~~ Barrington boundary line; thence following the boundary line in a northeasterly direction to the point of the Dover/Rochester/Somersworth boundary; ~~thence turning and following the Dover/Somersworth boundary southerly to the point of the~~ beginning.

Dover 2022 Wards - DRAFT2



 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
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The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to update and amend the sewer use restrictions in Dover Code 121-5, subsection E(10), as well as make a related amendment to the definitions section of Chapter 121 (Dover Code 121-1)..

2. AMENDMENT

Chapter 121 entitled “Sewers and Water” is hereby amended by revising Section 121-1, “Definitions and word usage”, which is amended as follows:

§ 121-1 Definitions and word usage.

Unless the context specifically indicates otherwise, the meanings of terms used in this article shall be as follows. "Shall" is mandatory; "may" is permissive.

APPLICANT

Any person requesting approval to discharge industrial or domestic wastewaters into facilities of the City.

BEST MANAGEMENT PRACTICES or BMPS

Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BOD (denoting "biochemical oxygen demand")

The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C., expressed in milligrams per liter.

BUILDING DRAIN

That part of the lowest horizontal piping of a drainage system which receives the discharge from inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

BUILDING SEWER

The extension beyond five feet from the building drain to the public sewer or other place of disposal.

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BYPASS

The intentional diversion of wastewater streams from any portions of a wastewater treatment facility and/or of an industrial user's pretreatment system.

CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD or PRETREATMENT STANDARD

Any requirement or any regulation containing pollutant discharge limitations promulgated by the United States Environmental Protection Agency in accordance with Section 307(b) and (c) of the Clean Water Act (33 U.S.C. § 1317) which apply to industrial users and which are found in the Code of Federal Regulations, 40 CFR, Chapter I, Subchapter N, Parts 403 through 471.

COMBINED SEWER

A sewer intended to receive both surface runoff and sewage.

COMPOSITE SAMPLE

A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample, composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of stream flow; or as a flow proportional composite sample, collected either as a constant sample volume at time intervals proportional to stream flow or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots. (The permit writer should determine the most appropriate composite sampling method to be used by the permittee.)

DILUTE

To reduce in concentration, or thin down, or weaken by mixing with water or other liquids.

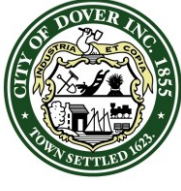
DIVISION

The New Hampshire Water Division.

[Amended 2-12-2020 by Ord. No. 2020.01.08-001]

DOMESTIC WASTEWATER or SANITARY SEWAGE

Normal water-carried household and toilet wastes or waste from sanitary conveniences, excluding groundwater, surface water or stormwater.

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DOVER UTILITIES COMMISSION

As set forth in Chapter 9, Boards, Commissions and Committees.

ENFORCEMENT RESPONSE PLAN (ERP)

A required plan by 40 CFR 403.8(f)(5) that provides for the City to enforce its Industrial Pretreatment Program. The plan explains its purpose and outlines the steps the City can and will take to enforce, and respond to any noncompliance with, the requirements of Dover's Industrial Pretreatment Program.

[Added 1-13-2021 by Ord. No. 2020.12.09-016]

EPA

The Environmental Protection Agency of the United States government.

EXCESSIVE

Amounts or concentration of a constituent of a wastewater which, in the judgment of the Community Services Director, or designee:

- A. Will cause damage to the City's wastewater facility.
- B. Will be harmful to a wastewater treatment process.
- C. Cannot be removed in the City treatment works to the degree required to meet the limiting stream classification standards of the receiving water and/or EPA effluent standards.
- D. Can otherwise endanger life, limb or public property.
- E. Can constitute a nuisance.

FACILITIES

Includes structures and conduits for the purpose of collecting, treating, neutralizing or disposing of domestic wastewater and/or industrial or other wastewaters as are disposed of by means of such structures and conduits, including treatment and disposal works necessary, intercepting, outfall and outlet sewers and pumping stations integral to such facilities with sewers, equipment, furnishings thereof and other appurtenances connected therewith.

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FLOATABLE OIL

Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility.

GARBAGE

The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

GRAB SAMPLE

A single sample collected in less than 15 minutes at a particular time and place which represents the composition of the waste stream.

INCOMPATIBLE POLLUTANT

Any pollutant, other than biochemical oxygen demand, suspended solids, pH, coliform bacteria or additional pollutants identified in the permit, which the treatment works was not designed to treat and does not remove to a substantial degree.

INDUSTRIAL DISCHARGE PERMIT (IDP)

The official document issued by the publicly owned/operated treatment works (POTW) to an industrial user of the Dover sewer system and treatment works that outlines the general and specific conditions under which the industrial user may discharge wastewaters into the City's collection system or POTW.

INDUSTRIAL ESTABLISHMENT

Any room, group of rooms, building or other enclosure used or intended for use in the operation of one business enterprise for manufacturing, processing, cleaning, laundering, assembling or preparing any product, commodity or article or from which any process waste, as distinct from domestic wastewater, may be discharged.

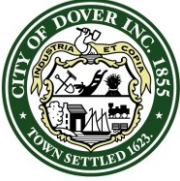
INDUSTRIAL PRETREATMENT PROGRAM (IPP)

A program by which the federal, state, and local governments are authorized to implement a part of the Clean Water Act which identifies and controls industrial discharges from adverse effects to the POTW and/or the environment.

[Added 1-13-2021 by Ord. No. 2020.12.09-016]

INDUSTRIAL USER

A person who discharges industrial wastes to the wastewater facilities in Dover.



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INDUSTRIAL WASTE

The liquid wastes from industrial manufacturing processes, trade or business as distinct from domestic wastewater.

INSTANTANEOUS LIMIT

The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

INTERFERENCE

A discharge which, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment process or operations or its sludge processes, use or disposal and therefore is a cause of a violation of the City of Dover's NPDES permit or the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Clean Water Act, as amended; the Solid Waste Disposal Act, including Title II, commonly referred to as the "Resource Conservation and Recovery Act (RCRA)"; any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; the Marine Protection, Research, and Sanctuaries Act; 40 CFR Part 503, Standards for the Use or Disposal of Sewage Sludge; and RSA 485-A:4, XVI-a.

[Amended 2-12-2020 by Ord. No. 2020.01.08-001]

MANAGER

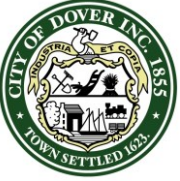
The City Manager or the top executive and administrative officer of the City or his duly authorized agent.

NATURAL OUTLET

Any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

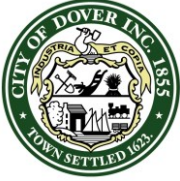
NEW SOURCE

- A. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under Section 307(c) of the Clean Water Act, as amended, which will be applicable to such source if such standards are thereafter

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promulgated in accordance with that section, provided that: **[Amended 2-12-2020 by Ord. No. 2020.01.08-001]**

- (1) The building, structure, facility or installation is constructed at a site at which no other source is located;
 - (2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (3) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- B. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of Subsection **A(2)** or **(3)** of this definition but otherwise alters, replaces, or adds to existing process or production equipment.
- C. Construction of a new source as defined under this subsection has commenced if the owner or operator has:
- (1) Begun, or caused to begin, as part of a continuous on-site construction program:
 - (a) Any placement, assembly or installation of facilities or equipment; or
 - (b) Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures, or facilities, which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - (2) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.



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PASS THROUGH

The discharge of pollutants through the POTW into navigable waters in quantities or concentrations which, alone or in conjunction with discharges from other sources, is a cause of a violation of any requirements of the POTW's National Pollutant Discharge Elimination System Permit, including an increase in magnitude or duration of a violation, or of applicable water quality criteria.

PERSON

Any individual, firm, company, partnership, state, association, society, corporation, group, or municipality, commission, government facility or governmental subdivision of a state or any interstate body, or responsible corporate officer.

pH

The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

POLLUTANT

Includes but is not limited to the materials identified in § **121-5** of this article and Article **II**, § **121-12**.

POTW or PUBLICLY OWNED TREATMENT WORKS

A wastewater treatment works which is owned by a state or a municipality. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial waste of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW wastewater treatment works. The term also means the municipality which has jurisdiction over discharges to and the discharges from such a treatment works.

PRELIMINARY TREATMENT or PRETREATMENT

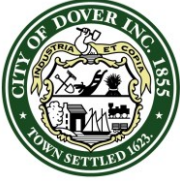
The conditioning of a waste at its source before discharge to remove or to neutralize substances injurious to the facilities of the City or to effect a partial reduction in the load on the treatment process.

PRETREATMENT REQUIREMENT

Any substantive or procedural requirement related to pretreatment in addition to pretreatment standards imposed on an industrial user.

PROPERLY SHREDDED GARBAGE

The wastes from the preparation, cooking and dispensing of food that have been shredded to



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such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch (1.27 centimeters) in any dimension.

PUBLIC SEWER

A sewer in which all owners of abutting properties have equal rights and which is controlled by a municipality.

RECEIVING WATERS

Any watercourse, river, pond, ditch, lake, aquifer or other body of surface water or groundwater receiving discharge of wastewater.

SANITARY SEWER

A sewer which carries sewage and to which stormwater, surface water and groundwater are not intentionally admitted.

SCREENING LEVEL

That concentration of a pollutant which under baseline conditions would cause a threat to personnel exposed to the pollutant or would cause a threat to structures of wastewater facilities. To be administered as limits applicable to a particular discharge, the screening levels must be adjusted to account for conditions at the point of discharge which differ from baseline conditions.

SEWAGE

A combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwater, surface water and stormwater as may be present.

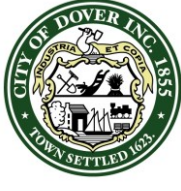
SEWER

A pipe or conduit for carrying sewage.

SIGNIFICANT INDUSTRIAL USER (SIU)

A user of the sewer system which:

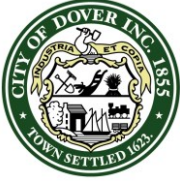
- A. Discharges 10,000 gallons per day or more of process wastewater, excluding sanitary, noncontact cooling and boiler blowdown wastewater;
- B. Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic (BOD, total suspended solids, etc.) capacity of the treatment plants;

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- C. Has a reasonable potential, in the opinion of the City Manager or his authorized representative, to adversely affect the operation of the POTW;
- D. Violates any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6);
- E. Is subject to categorical pretreatment standards as outlined in 40 CFR 403.6 and 403.8 and 40 CFR Chapter I, Subchapter N; or
- F. Is a discharger of medical/infectious waste, pharmaceutical waste, radiological waste, or wastewater from a hospital process or system that, in the opinion of the Community Services Director, or designee, could have an adverse effect on the POTW.

SIGNIFICANT NONCOMPLIANCE or SNC

- A. Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all the measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric categorical pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
- B. Technical review criteria (TRC) violations, defined here as those in which 33% or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric categorical pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), multiplied by the applicable TRC (TRC equals 1.4 for BOD, TSS, fats, oils and grease and 1.2 for all other pollutants except pH);
- C. Any other violation of a categorical pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
- D. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the City's authorized agent's exercise of the emergency authority under 40 CFR 403.8(f)(1)(vi)(B) "imminent endangerment" to halt or prevent such a discharge;



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- E. Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or a general permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide, within 45 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report noncompliance; or
- H. Any other violation(s), which may include a violation of best management practices, which the Community Service Director, or designee, determines will adversely affect the POTW operation or implementation of the local pretreatment program.

SLUG

Any discharge of water, sewage or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds, for any period of duration longer than 15 minutes, more than five times the average twenty-four-hour concentration or flow during normal operation or which shall adversely affect the collection system and/or the performance of the treatment works.

SPILL

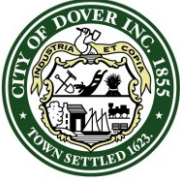
The release, accidental or otherwise, of any material not normally released to the facilities which, by virtue of its volume, concentration or physical or chemical characteristics, creates a hazard to the facilities, their operation or their personnel. Such characteristics shall include, but are not limited to, volatile, explosive, toxic or otherwise unacceptable materials.

STORM DRAIN (sometimes termed "storm sewer")

A pipe or conduit which carries stormwater and surface water and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

SUPERINTENDENT

The Community Services Director, or designee.



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SUSPENDED SOLIDS

Solids or particles in water that exceed 2 microns that either float on the surface or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering. These waterborne particles would include anything that floats or suspends in water including sand, sediment, organic, and inorganic material.

TOTAL SUSPENDED SOLIDS (TSS)

The weight total of suspended solids after a well-mixed sample is filtered through a standard glass filter and the suspended portion is dried to a constant weight at 103-105 degrees Celsius.

TOTAL TOXIC ORGANICS (TTOs)

Any of the organic substances, alone or in combination, as determined by the Community Services Director, or designee, to sufficiently inhibit the operation of the public treatment works or endanger its employees, which may result in violation of air or water quality criteria or which could result in sludge reuse limitations.

UNPOLLUTED WATERS

Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to sanitary sewers and wastewater treatment facilities provided.

USER

Any person who discharges wastewater to the facilities of the City.

WASTEWATER

The same materials as described in the definition of "sewage."

WASTEWATER TREATMENT PLANT

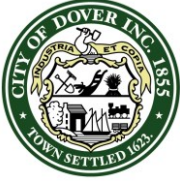
Any arrangement of devices and structures used for treating and disposing of sewage.

WASTEWATER WORKS

All facilities for collection, pumping, treating and disposing of sewage.

WATERCOURSE

A channel in which a flow of water occurs, either continuously or intermittently.



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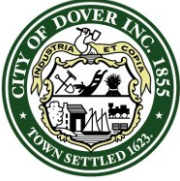
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3. AMENDMENT

Chapter 121 entitled “Sewers and Water” is hereby amended by revising Section 121-5, “Use of Public Sewer”, subsection E(10), which is amended as follows:

§ 121-5 Use of public sewer.

- A. A user may not introduce into any POTW any pollutant(s) which may cause pass through or interference. These general prohibitions and the specific prohibitions in this section apply to each user introducing pollutants into a POTW whether or not the user is subject to other national pretreatment standards or any national, state, or local pretreatment requirements.
- B. No person or industrial user shall ever increase the use of process water or in any other way attempt to dilute a discharge as a partial or complete substitute for treatment. Dilution is prohibited to achieve compliance with all applicable pretreatment standards and requirements. No wastewaters which otherwise will not meet the requirements of this article shall be diluted with river water or other unpolluted water in order to render the wastewater acceptable as meeting the requirements of this article.
- C. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial waters to any sanitary sewer. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designed as storm sewers or to a natural outlet. Industrial cooling water or unpolluted process waters require an NPDES permit prior to discharge to a storm sewer or natural outlet.
- D. Prohibitions. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
 - (1) Pollutants which create a fire or explosion hazard in the POTW, including but not limited to gasoline, benzene, naptha, fuel oil or other flammable or explosive liquid, solid or gas, any waste stream with a closed-cup flashpoint of less than 140° F., using test method from 40 CFR 261.21, pollutants causing toxic gases, vapors, or fumes that may cause worker health and safety problems, or any pollutant(s) which causes pass through or interference.
 - (2) Any water containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure, pass through, or cause interference with any waste treatment process, constitute a hazard to humans or animals,



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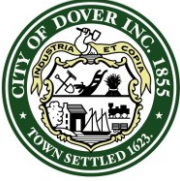
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create a public nuisance, or create any hazard in the receiving waters or the wastewater treatment works.

- (3) Waters or wastes which interfere with safety, operation and maintenance, or performance of the POTW or having any corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater works.
- (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater works, such as, but not limited to, ashes, cinders, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, unground garbage, whole blood, paunch manure, hair and fleshings, leather dust, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (5) Wastewater sufficiently hot to cause the influent at the wastewater treatment facilities to exceed 104° F. (40° C.) or cause inhibition of biological activity in the POTW, resulting in interference.
- (6) Any pollutant, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference or pass through at the POTW.
- (7) Petroleum oil greater than 100 mg/l, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- (8) Any trucked or hauled pollutants, except at discharge points designated by the POTW.
- (9) Wastewater alone or in conjunction with other sources that causes the treatment plant's effluent or sludge to fail a toxicity test.
- (10) Household hazardous waste, including but not limited to paints, stains, thinners, pesticides, herbicides, antifreeze, transmission and brake fluids, motor oil, and battery acid.
- (11) Any hazardous waste listed or designated by the New Hampshire Department of Environmental Services (NHDES) under Chapter Env-Hw 400 of the Administrative Rules.
[Amended 2-12-2020 by Ord. No. 2020.01.08-001]



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- (12) Any discharge by a healthcare provider of pharmaceuticals, as 40 CFR 266.505 prohibits all healthcare facilities from discharging any hazardous waste pharmaceutical to the POTW. Therefore, the discharge of pharmaceuticals either listed or exhibiting hazardous waste characteristics as defined in subpart C, D and appendices in 40 CFR 261 generating from healthcare facilities or reverse distributors is prohibited. **[Added 1-13-2021 by Ord. No. 2020.12.09-016]**
- E. The following described substances, materials, waters, or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream or cannot otherwise endanger life, limb or public property or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, consideration may be given to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment plant, degree of treatability of wastes in the wastewater treatment plant and other pertinent factors. The substances prohibited are:
- (1) Waters or waste containing animal or vegetable type oil and grease, or wax, whether emulsified or not, in amounts that will cause interference or pass through and containing substances which may solidify or become viscous at temperatures between 32° F. and 104° F. (0° C. and 40° C.).
 - (2) Garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor 3/4 horsepower or greater shall be subject to the review and approval of the Community Services Director, or designee.
 - (3) Waters or wastes containing strong-acid iron-pickling wastes, or concentrated plating solutions, whether neutralized or not.
 - (4) Any wastewaters containing an increase in caustic alkalinity in the raw waste recalculated as CaCO₃(calcium carbonate) in excess of 75 milligrams per liter (mg/l) or in volumes which may be excessive.
 - (5) Waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances or wastes exerting an excessive chlorine requirement to such a degree that any such material received in the composite sewage at the wastewater treatment works exceeds

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the limits established for such materials.

- (6) Any waters or wastes containing odor-producing substance exceeding limits established by the Community Services Director, or designee. **[Amended 2-12-2020 by Ord. No. 2020.01.08-001]**

- (7) Any medical/infectious wastes, pharmaceutical waste, or radiological waste except as specifically authorized in an industrial discharge permit. Additionally, any radioactive wastes or isotopes of such half-life or concentration as may exceed limits in compliance with applicable state or federal regulation.

- (8) Waters or wastes having a pH less than 6.0 or in excess of 11.0.

- (9) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and/or treatment processes.

- (10) Wastewater with any of the following constituents at loading greater than those indicated below. If applicable, see procedures for net/gross determination at 40 CFR 403.15. These are Maximum Allowable Industrial Loading (MAIL) in (Lbs/day) available to the SIUs. SIUs should refer to the individual industrial user permit for a more site-specific limit(s). **[Amended 1-13-2021 by Ord. No. 2020.12.09-016]**

Cadmium (Cd)	0.066	Zinc (Zn)	1.730
Chromium (Cr)	4.630	Silver (Ag)	56.00
Copper (Cu)	2.950	Nickel (Ni)	1.410
Cyanide (CN)	1.540	Mercury (Hg)	0.059
Lead (Pb)	1.180	Arsenic (As)	0.130
Total Nitrogen	379	Selenium	0.345
BOD	3,403	TSS	2,416

Screening levels in mg/l:

Wastewater which has a concentration of any pollutant above the following screening levels shall be limited in its discharge to the POTW by the Community Services Director, or designee. Such screening levels, generated on the basis of standard conditions, shall be adjusted for the particular conditions applicable to the specific discharge. Fume toxicity screening levels shall be adjusted when administered as limits to account for the pH, temperature, dilution, other toxic fumes and ventilation present at the site of the particular discharge. The screening level for sulfate shall be

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adjusted when administered as a limit to account for the type of concrete used in sewer construction and the dilution present. Specific list of screening levels:

Ammonia	90.000	Bromomethan	0.002
Vinyl chloride	0.003	Carbon disulfide	0.060
Chloromethane	0.007	Acrylonitrile	1.240
Chlorobenzene	2.350	1,2-Dichlorobenzene	3.740
Chloroform	0.420	1,4-Dichlorobenzene	3.540
Napthalene	3.340	Dichlorodifluoro-methane	0.04
Methane	0.040	1,1-Dichloroethane	4.580
Vinyl acetate	1.210	1,2-Dichloropropane	3.650
1,3-Dichloropropene	0.090	Tran-1,2-dichloro-ethylene	0.28
Sulfate	150/1500	Trichlorofuorome - thane	1.220
Thylene	0.280	Ethylene dichloride	1.050
Sulfide	1.000	Heptachlor	0.003
Sulfite	2.000	Hexachloro-1,3 butadiene	0.0002
Acetone	1.176	Hexachloroethane	0.960
Ethyl benzene	1.590	Tetrachloroethylene	0.530
Toluene	1.350	1,2,4-Trichlorobenzene	0.430
Methylene chloride	4.150	1,1,1-Trichloroethylene	1.550
Formaldehyde	0.070	Methyl ethyl ketone	2.49
Polychlorinated biphenyls	0.002	Trichloroethylene	0.710

(11) Materials which exert or cause:

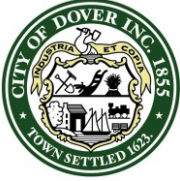
- (a) Unusual concentration of inert suspended solids, such as but not limited to fuller's earth, lime slurries and lime residues, or of dissolved solids, such as but not limited to sodium chloride and sodium sulfate.
- (b) Excessive discoloration such as but not limited to dye wastes and vegetable tanning solution or dyes that pass through the wastewater treatment plant and visibly color effluent.
[Amended 2-12-2020 by Ord. No. 2020.01.08-001]
- (c) Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works.
- (d) Unusual volume of flow or concentration of wastes constituting slugs as defined herein.

(12) Waters or wastes containing substances which are not amenable to treatment or reduction by the processes employed or are amenable to treatment only to such degree that the

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wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to receiving waters.

- F. If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Subsection **E** of this section and which, in the judgment of the Community Services Director, or designee, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the Community Services Director, or designee, may take any or all of the following actions:
- (1) Reject the wastes.
 - (2) Require pretreatment to an acceptable condition for discharge to the public sewers.
 - (3) Require control over the quantities and rates of discharge.
 - (4) Require payment to cover the added cost of handling and treating the wastes.
 - (5) Impose additional discharge limits on a user.
- G. If the Community Services Director, or designee, permits the pretreatment or equalization of waste flows, the design and installation of equipment for such shall be subject to the review and approval of the Division and subject to the requirements of all applicable codes, ordinances and laws.
- H. Such facilities shall not be connected until said approval is obtained in writing. Such approval shall not relieve the owner of the responsibility of discharging treated waste meeting the requirements of this article. Plans and specifications for a proposed pretreatment facility shall be the result of the design of a professional engineer registered in New Hampshire in the field of sanitary or chemical engineering.
- I. To determine compliance with respect to prohibited discharges and categorical limitations on wastewater discharges and discharge permits, prohibitions and limitations may be made on the basis of either instantaneous grab samples or composite samples of the wastewater. The nature and time span of sampling shall be determined by the Community Services Director, or designee. The City may also conduct sampling of either scheduled or random



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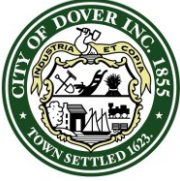
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nature to ensure compliance.

- J. Grease, oil and sand interceptors shall be provided when, in the opinion of the Community Services Director, or designee, they are necessary for the proper handling of liquid wastes containing grease, oil, sand or other materials which, in the opinion of the City Engineer/Community Services Director, or designee, will damage or interfere with the operation of sewers or drains or give rise to hazardous conditions therein. All interceptors shall be of the type and capacity approved by the City Engineer and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction and shall be gastight and watertight. Where installed, all grease, oil, and sand interceptors shall be maintained by the owner at his expense in continuously efficient operation at all times. Appropriate means of disposal shall be subject to review by the Community Services Director, or designee. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal firms. In the maintaining of these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Community Services Director, or designee. **[Amended 2-12-2020 by Ord. No. 2020.01.08-001]**
- K. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- L. All industrial wastes shall be pretreated in accordance with federal and state regulations and this article to the extent required by applicable categorical pretreatment standards, state pretreatment standards or standards established by the Community Services Director, or designee, whichever is more stringent. When required by the Community Services Director, or designee, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole, together with such necessary meters and other appurtenances, in the building sewer to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the City Engineer. The manhole shall be installed by the owner at his expense and shall be maintained by him



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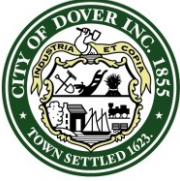
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so as to be safe and accessible at all times. The owner shall perform or have others perform at his expense all tests and monitoring required by the Community Services Director, or designee. Completed reports of all tests shall be submitted to the Community Services Director, or designee, for his records.

- M. The Community Services Director, or designee, may require a user of sewer services to provide information needed to determine compliance with this article. These requirements may include but are not limited to:
- (1) Wastewater discharge peak rates and volume over a specified period.
 - (2) Chemical analysis of wastewaters.
 - (3) Information on raw materials, processes, and products affecting wastewater volume and quality.
 - (4) Quality and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use and control.
 - (5) A plot plan of sewers on the user's property showing sewer and pretreatment facility location.
 - (6) Details of pretreatment facilities.
 - (7) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.
- N. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with methods and procedures as set forth in 40 CFR Part 136. Sampling methods, locations, times, durations, and frequencies are to be determined on an individual basis subject to approval by the Community Services Director, or designee. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- (1) Except as indicated in Subsection (2) and (3) below, the user must collect wastewater



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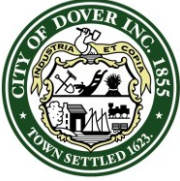
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samples using twenty-four-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Community Services Director, or designee. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a twenty-four-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits. **[Amended 1-13-2021 by Ord. No. 2020.12.09-016]**

- (2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
 - (3) For sampling required in support of baseline monitoring and ninety-day compliance reports required in 40 CFR 403.12(b) and (d), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data does not exist; for facilities for which historical sampling data is available, the Community Services Director, or designee, may authorize a lower minimum. For the reports required by 40 CFR 403.12(e) and (h), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.
- O. All applications to discharge any industrial wastewater, substances, or wastes directly into any sewer under the control of the City, or into any tributary thereof, shall be accompanied by an industrial discharge permit (IDP) stating that the applicant agrees to abide by all ordinances and rules and regulations of the City, that the applicant will provide such works for the preliminary treatment of the wastewater, substances or wastes as may be required by the City, and that the applicant will permit duly authorized representatives of the City to enter the premises of the industry to sample and measure wastewaters, as needed to check characteristics of the wastewaters, when so directed by the City.
- P. When required by the permit, each industrial permittee shall submit a duly signed report to



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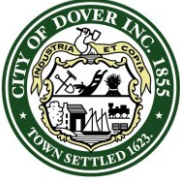
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the Community Services Director, or designee, containing all information requested. If insufficient data has been furnished, additional information may be required.

- Q. Each significant industrial user shall be required to submit a semiannual report on the first of June and the first of December each year containing information as to the minimum, average and peak flows of industrial wastewater discharges during the previous six months, accompanied by designated analysis and wastewater samplings taken by an approved EPA method and at appropriate times during the flow measuring periods. A nonsignificant industrial user will be required to submit the above information, but on an annual basis, on the first of July each year. A nonsignificant industrial user will be required to submit the above information, after evaluation, at the discretion of the City's authorized agent.
- R. Sampling methods, locations, times, durations, and frequencies are to be determined on an individual basis as specified in the industrial permit.
- S. All users shall notify the Community Services Director, or designee, at least 60 days prior to the discharge of all pollutants which would cause a substantial change in the volume or character of the pollutants entering the treatment plant. In addition to receiving a permit to enter the public sewer, the new user shall notify the Community Services Director, or designee, at least 60 days before any discharge begins. Any user whose discharges would be subject to Section 301 of Public Law 92-500 shall notify the Community Services Director, or designee, at least 60 days prior to any discharge of pollutants.
- T. The Community Services Director, or designee, and other duly authorized employees of the City bearing proper credentials and identifications shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this article.
- U. The Community Services Director, or designee, the Division, EPA, or their duly authorized employees are authorized to obtain information concerning industrial processes which have a bearing on the kind and source of discharge to the public sewer. **[Amended 2-12-2020 by Ord. No. 2020.01.08-001]**
- V. No statement contained in this article shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment,



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.2.

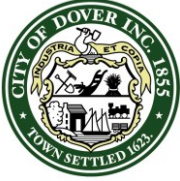
Ordinance Number: **O – 2022.01.12 – 002**
Ordinance Title: Sewers and Water
Chapter: 121
Section: 1 Definitions and word usage
5 Use of public sewer

provided that such agreements do not contravene any requirements of existing federal or state laws, and/or regulations promulgated thereunder, are compatible with the Fee Schedule, and do not waive applicable categorical pretreatment standards.

- W. If sampling performed by an industrial user indicates a violation, the user shall notify the City within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within 30 days after becoming aware of the violation, except that the industrial user is not required to resample if:
- (1) The City performs sampling at the industrial user at a frequency of at least once per month; or
 - (2) The City performs sampling at the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the industrial user. If the City performed the sampling and analysis in lieu of the industrial user, the City will perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis.
- X. Each industrial user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharges shall be provided and maintained at the industrial user's expense.
- Y. Bypass is prohibited except where the bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. The industrial user shall notify the POTW immediately in the event of any bypass.

4. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.B.2.

Ordinance Number: **O – 2022.01.12 – 002**
Ordinance Title: Sewers and Water
Chapter: 121
Section: 1 Definitions and word usage
5 Use of public sewer

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: 01/12/2022	Public Hearing Date: 01/26/2022 02/09/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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

ORDINANCE BACKGROUND MATERIAL:

An engineering company performed a study providing updated local limits (LL), which were last updated in Dover in the sewer use ordinance. At that time, two parameters the City tests for at the wastewater treatment facility, biochemical oxygen demand (BOD) and total suspended solids (TSS), were not included, but further discussions with the engineering company confirm it would be prudent to include these limits. These two parameters could be useful to the City in controlling industrial discharges in the future. These two numbers are now available because of a revision to the study. Therefore, for the City's benefit, these two limits should be included as BOD at 3,403 and TSS at 2,416. In addition, the definitions section of this ordinance is also being updated to clarify the definition of TSS.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C..1.

Resolution Number: **R – 2022.01.12 - 014**

Resolution Re: Authorization to Accept and Expend the NH State Library
Grant for Public Library Website Improvements

WHEREAS: The City of Dover Public Library has received notice from the Department of Natural and Cultural Resources (DNCR) of the approval of a grant application submitted under the New Hampshire State Library, Institute of Museum and Library Services (IMLS), and American Rescue Plan Act (ARPA) sub-grant round two program. The program objective is to provide funding directly to the Library to re-design and build a user friendly and easy to navigate website and logo for the purpose of responsively working across all modern devices. The goal is to increase functionality and eliminate barriers to accessibility; and

WHEREAS: The grant application requests consulting services in the amount of \$22,370.00 and lists no match required; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b, authorization by the City Council to apply for, accept, and expend Grant funds for eligible uses is required.

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

In accordance with RSA 31:95-b the City Manager is authorized to accept and expend the New Hampshire State Library, Institute of Museum and Library Services (IMLS), and American Rescue Plan Act (ARPA) sub-grant round two program funds allocated for use by the City of Dover Public Library as appropriated for said purposes. The City Council, in a majority vote, accepts the terms and requirements of the Grant and authorizes the City Manager to sign all necessary paperwork for the grant as well as contract with a vendor, consistent with the authority herein.

AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible uses identified in the New Hampshire State Library, Institute of Museum and Library Services (IMLS), and American Rescue Plan Act (ARPA) sub-grant, the Purchasing Agent is hereby authorized to issue Purchase Orders as set forth in the duties and responsibilities of Dover Code Chapter V, Purchasing Procedure. The amount of this authorization shall be limited so as not to exceed available funding.

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

Financing			
Account	Description	Appropriation	Balance
TBD	Institute of Museum and Library Services (IMLS)	22,370.00	22,370.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C..1.

Resolution Number: **R – 2022.01.12 - 014**

Resolution Re: Authorization to Accept and Expend the NH State Library
Grant for Public Library Website Improvements

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk

DOCUMENT HISTORY:

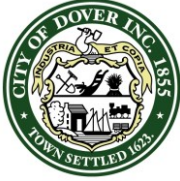
First Reading Date: 01/12/2022	Public Hearing Date: 01/26/2022 02/09/2022
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

The City of Dover has begun the process of seeking qualified vendors to provide a cost and scope of work proposal for a complete website redesign and a new library logo for the Dover Public Library. The website will be designed using Percussion CM1. It is intended to keep the general structure of the website as is, with slight modifications. The site would include seven newly designed and coded Percussion CM1 templates, including device testing to assure the new web site is mobile responsive/mobile friendly and functional on all modern, supported web browsers. Also requested is the migration of about 200 web pages to the newly designed templates also with device testing. The new website will need to be 508/ADA compliant.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.02.09 – 027**

Resolution Re: Purchase of Bullard NXT 320 Gold Camera Packages - Sole Source Purchase

WHEREAS: The City received a quote from Fire Tech & Safety of New England, Inc. for four (4) Bullard NXT 320 Gold Cameras with NFPA compliant NXT thermal imager and accessories in the amount of \$31,074.00 which includes a trade-in amount of \$3,000.00; and

WHEREAS: Fire Tech & Safety of New England, Inc. of Tyngsborough, MA is the sole authorized distributor for firefighting thermal imaging products for the New England States; and

WHEREAS: Per 5-29.F Exemptions to Competitive Bidding: Sole Source purchases where the proposed purchase is manufactured or provided by only one entity.

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 Fire Tech & Safety of New England, Inc. of Tyngsborough, MA for four (4) Bullard NXT 320 Gold Cameras with NFPA compliant NXT thermal imager and accessories in the amount not to exceed \$31,074.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance	Charge
1009.1.220.42220.4741.00000.21	Machinery & Equipment	20,422.71	20,422.71	20,422.71
1009.1.220.42220.4741.00000.19	Machinery & Equipment	332.55	332.55	332.55
4022.1.220.42220.4741.02251.22	Machinery & Equipment	51,000.00	51,000.00	10,318.74
			Total	31,074.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.02.09 – 027**

Resolution Re: Purchase of Bullard NXT 320 Gold Camera Packages - Sole Source Purchase

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.02.09 – 027**

Resolution Re: Purchase of Bullard NXT 320 Gold Camera Packages - Sole Source Purchase

RESOLUTION BACKGROUND MATERIAL:

A thermal imaging camera is a hand-held electronic device that creates an image using infrared radiation allowing firefighters to perform fire suppression, search, and rescue functions in a smoke-filled/zero-visibility-environment. Thermal imaging cameras are critical safety devices in regard to firefighters' safety while operating in, and exiting from a structure fire.

Dover Fire & Rescue's four thermal imaging cameras were purchased (two units) approximately 20 years ago, (one unit) approximately 12 years ago, and (one unit) approximately six years ago. All four thermal imaging cameras are assigned to front-line apparatus and are considered essential equipment for fire suppression and rescue operations.

Advancements in thermal imaging technology has resulted in the production of thermal image cameras that far-exceed the quality of the department's two 20 year-old thermal imaging cameras and near-exceed the quality of the two other thermal imaging cameras. New technology has enabled enhanced imagery by utilizing the thermal spectrum to illustrate temperature in color. This results in an image with enhanced visual quality and additional environmental information. Thermal imaging cameras are also used to locate hidden heat sources within the walls/floors/ceiling of a structure.

Dover Fire & Rescue's reserve apparatus currently do not have thermal imaging cameras on them. This budgeted purchase will provide front-line apparatus with up-to-date thermal imaging technology, and will allow reserve apparatus to be outfitted with two of the department's older cameras. This will significantly enhance the job performance capabilities and safety of the crews who are recalled back into work to staff reserve apparatus in times of multiple/simultaneous calls, structure fires, and large-scale events.

Bid Information:

No bid solicitation as this is a sole source purchase.

Award Information:

A purchase order will be issued to Fire Tech & Safety of New England, Inc. to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	No
Prices will hold for:	Until completion	Estimated Delivery:	Immediately
Recommended Award to:	Fire Tech & Safety of New England, 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.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.02.09 – 028**

Resolution Re: Authorization to Purchase one (1) New 2022 Ford F-250 Truck and one (1) New 2022 Ford Transit-250 Cargo Van

WHEREAS: City Council approved via resolution [R-2022.01.12-012](#) the purchase of vehicles from various vendors under NH State Contracts and Bid#2503-22. One of the NH State Contracts is with McFarland Ford Sales, Inc. of Exeter, NH who informed the City that all Ford F-150 fleet sales and Ford van fleet sales were stopped due to a computer chip shortage and other manufacturing problems; and

WHEREAS: McFarland Ford Sales, Inc. is not able to provide fleet pick up trucks at the posted state bid retail costs, they did, however, provide quotes offering the state bid discount for one (1) new 2022 F-250 4x4 SD Regular Cab in the amount of \$30,756.00 and one (1) new 2022 Ford Transit-250 Cargo AWD Medium Roof Van in the amount of \$36,800.00, which includes a total fleet discount of \$17,514.00 on both vehicles; and

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

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

The Purchasing Agent is hereby authorized to issue a purchase order to McFarland Ford Sales, Inc. of Exeter, NH for the purchase of one (1) New 2022 Ford F-250 Truck and one (1) New 2022 Ford Transit-250 Cargo Van in the total amount of \$67,556.00. The City Manager, or designee, is hereby authorized to contract with the vendor(s), consistent with the Purchase Order authorized herein.

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

Financing				
Account	Description	Appropriation	Balance	Charge
1009.1.350.45149.4742.00000.21	Arena-Light Vehides	20,000.00	20,000.00	20,000.00
1000.1.350.45149.4742.00000.00	Arena-Light Vehides	99,000.00	19,698.60	19,556.00
1009.1.350.45110.4742.00000.21	Rec Admin-Light Vehides	12,000.00	12,000.00	12,000.00
1009.1.350.45110.4742.00000.20	Rec Admin-Light Vehides	8,000.00	8,000.00	8,000.00
1009.1.350.45110.4742.00000.19	Rec Admin-Light Vehides	8,000.00	8,000.00	8,000.00
			Total	67,556.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk

Document Created by: Purchasing
Document Posted on: February 3, 2022

R-2022.02.09 Authorization to Purchase one (1) New 2022 Ford F-250 Truck and one (1) New 2022 Ford Transit-250 Cargo Van
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.02.09 – 028**

Resolution Re: Authorization to Purchase one (1) New 2022 Ford F-250
Truck and one (1) New 2022 Ford Transit-250 Cargo Van

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.02.09 – 028**

Resolution Re: Authorization to Purchase one (1) New 2022 Ford F-250 Truck and one (1) New 2022 Ford Transit-250 Cargo Van

RESOLUTION BACKGROUND MATERIAL:

McFarland Ford Sales, Inc. of Exeter, NH was the low bidder for the State's 2022 Model Year Vehicles for various Ford manufactured vehicles, including fleet vans, and various ½-ton, ¾-ton, and 1-ton pick-up trucks. But vehicle availability is extremely scarce. Apparently due to a large computer-chip shortage and other manufacturing problems, Ford has stopped all F-150 fleet sales and Ford van fleet sales.

To fulfill the Recreation Department's budgeted vehicle replacements, vehicle availability and pricing were sought for one 2022 Ford F-250 Truck and one 2022 Ford Transit-250 Cargo Van. McFarland Ford Sales, Inc. is not able to offer vehicles at the quoted State Bid pricing, due to addition of some options, as well as price increases due to shortage of assembly components. McFarland Ford Sales Inc. was however, able to offer significant State fleet discounts, which results in the two (2) price quotes noted below.

Vehicle No. 1

2022 Ford F-250 4x4 SD Regular Cab MSRP base vehicle price and destination charge is \$40,980.00 with a fleet discount of \$10,224.00. The total cost to Dover is \$30,756.00.

Vehicle No. 2

2022 Ford Transit-250 Cargo AWD Medium Roof Van MSRP base vehicle price and destination charge is \$44,090.00 with a fleet discount of \$7,290.00. The total cost to Dover is \$36,800.00.

Purchasing Information:

Type:	Purchase Order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	No
Prices will hold for:	Until Delivery	Estimated Delivery:	One Year
Recommended Award to:	McFarland Ford Sales, Inc.	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waive competitive bidding.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2022.02.09 - 029**
Resolution Re: B11001 Wright-Pierce Additional Scope of Work #11 for Engineering Services for the WWTF UV Disinfection and Blower System Upgrade

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

WHEREAS: Wright-Pierce was awarded design of equipment upgrades and plant processes via resolution [R-2012.07.25-96](#), as well as several subsequent additional scopes of work using available funds as outlined in the background section of this resolution; and

WHEREAS: The City received Additional Scope of Work #11 for engineering services for the upgrade of the UV Disinfection and Blower System at the Waste Water Treatment Facility (WWTF) in the amount of \$133,600.00.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Wright-Pierce of Portsmouth, NH for engineering services for the WWTF UV Disinfection and Blower System Upgrade in the amount not to exceed \$133,600.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance	Charge
5320.1.300.43256.4741.04590.23	WWTP-UV Equipment Upgrade	1,400,000.00	1,400,000.00	89,512.00
5320.1.300.43250.4741.04593.23	WWTP-Aeration Blower	750,000.00	750,000.00	44,088.00
			Total	133,600.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

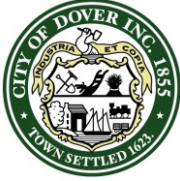
Resolution Number: **R – 2022.02.09 - 029**
Resolution Re: B11001 Wright-Pierce Additional Scope of Work #11 for Engineering Services for the WWTF UV Disinfection and Blower System Upgrade

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2022.02.09 - 029**
Resolution Re: B11001 Wright-Pierce Additional Scope of Work #11 for Engineering Services for the WWTF UV Disinfection and Blower System Upgrade

RESOLUTION BACKGROUND MATERIAL:

Wright-Pierce Engineers completed a Comprehensive Wastewater Treatment Facilities Plan for the City in March 2012. The plan was necessary because the Wastewater Facility went on line in June of 1991, and although the facility has been maintained extremely well, many of the operating components of the facility were in need of an upgrade.

In 2012, the City entered into an agreement with Wright Pierce Engineers for the engineering design phase for equipment upgrades and plant processes to meet new NH Department of Environmental Services (NHDES) parameters. Wright Pierce was awarded Phase I design of equipment upgrades and plant processes phase via council resolution [R-2012.07.25-96](#) in the amount of \$496,500.00.

The City received very favorable pricing for the construction of the Phase I upgrades, thereby allowing the City to continue the design services for upgrades needed and identified in the City's Waste Water Facility Plan. City Council approved Additional Scope of Work #1 for additional design services in the amount of \$110,600.00 via council resolution [R-2014.04.09-024](#).

Additional Scope of Work #2 adding \$9,925.00 for conceptual design services of the wet well/catch basin work was accepted in March 2016 and Additional Scope of Work #3 in the amount of \$256,800.00 for (IPP) Industrial Pretreatment Program study and catch basin screening facility design services was approved by the NHDES and via council resolution [R-2017.04.12-033](#).

Additional Scope of Work #4 adding \$81,900.00 for engineering services related to the design of the aeration blower and emergency generator work. Wright Pierce will perform evaluation, design, and provide bid specifications/consulting for the work, as well as construction oversight was approved via council resolution [R-2018.05.09-046](#).

Additional Scope of Work #5 adding \$62,800 for the River Street Pump Station Conceptual Design, \$3,500 for the Henry Law Avenue Sewer Cleaning Bid Package, and \$2,500.00 for the Replacement Rotation Assembly Bid Package for a total of \$68,800.00 was approved via council resolution [R-2020.05.13-066](#).

Additional Scope of Work #6 adding \$379,276.00 for construction administration services, resident engineering and supporting staff, supervision of initial start-up and operation of the project, manual preparation, and record drawings for the new catch basin and wet well cleanings treatment facility was approved by the NHDES and via council resolution [R-2020.10.28-183](#).

Additional Scope of Work #7 adding \$120,000.00 for construction administration services, resident engineering and supporting staff, supervision of initial start-up and operation of the project, manual preparation, and record drawings for the Stark Avenue and Downtown Area Sewer Rehabilitation Project – Phase A was approved by the NHDES and via council resolution [R-2021.03.10-028](#).

Additional Scope of Work #8 adding \$142,200.00 for construction administration services, resident engineering and supporting staff, supervision of initial start-up and operation of the project, manual



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2022.02.09 - 029**
Resolution Re: B11001 Wright-Pierce Additional Scope of Work #11 for Engineering Services for the WWTF UV Disinfection and Blower System Upgrade

preparation, and record drawings for the Stark Avenue and Downtown Area Sewer Rehabilitation Project – Phase B was approved by the NHDES and via council resolution [R-2021.05.26-076](#).

Additional Scope of Work #9 adding \$677,000.00 for Upgrades to the River Street Pump Station to complete the Preliminary Design-Phase II and Final Design-Phase III was approved by the NHDES and via council resolution [R-2021.08.25-151](#). The Conceptual Design was completed by Wright-Pierce in the Spring of 2021. On August 11, 2021, the FY2022 CIP Appropriation and Authorization for CWSRF Loan for River Street Pump Station Upgrades in the amount of \$7,206,000.00 was approved via council resolution [R-2021.07.14-131](#).

Additional Scope of Work #10 adding \$237,600.00 for engineering design services for the Stark Avenue and Downtown Area Sewer Rehabilitation Project – Phase C was approved by the NHDES and via council resolution [R-2021.10.13-168](#). The proposed design work includes sewer pipe/manhole replacement in the Elliot Park and Stark Avenue areas, and pipe replacement/lining along a portion of Stark Avenue.

Additional Scope of Work #11 is being requested for engineering services for the UV Disinfection and Blower System Upgrade in the amount of \$133,600.00. In 2020, the city replaced one of the three high-speed blowers which provide air to the city's four aeration tanks. Aeration Blower No. 3 was replaced with a 150 HP, Aerzen D 98S hybrid positive displacement blower. Wright-Pierce will perform evaluation, design, and provide bid specifications/consulting of the recommended equipment for both City and NHDES review. The proposed work will also include design services for updating and replacing the ultra-violet (UV) light disinfection system. The effluent discharged from the wastewater treatment plant is disinfected with non-chemical addition, ultra-violet light. The current UV disinfection system will reach its 20-year design life in calendar year 2023. This is a critical system to ensure safe and compliant effluent is continuously discharged. NHDES will be consulted for approval of this critical system.

Bid Information:

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

Award Information:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

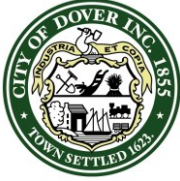
Agenda Item#: 13.A.3.

Resolution Number: **R – 2022.02.09 - 029**
Resolution Re: B11001 Wright-Pierce Additional Scope of Work #11 for Engineering Services for the WWTF UV Disinfection and Blower System Upgrade

Purchasing Information:

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

[B11001 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.02.09 – 030**

Resolution Re: **B21084 Curbside Weed Control Services – Year Two**

- WHEREAS: A Sealed Request for Proposal #B21084 was issued and received for Curbside Weed Control Services for the 2021 season on May 27, 2021 at 2:00 p.m.; and
- WHEREAS: One reply was received from Municipal Pest Management Services, Inc. which council approved via resolution [R-2021.06.09-089](#) for services that were implemented during the 2021 summer season; and
- WHEREAS: The City received a proposal from Municipal Pest Management Services, Inc. for the SWEEP (Sustainable Weed Control on Pavements) Program for the 2022 season. The program consists of organic herbicide spraying, sediment “break up”, hand pulling and tools, and pavement crack and crevice filling. It is the recommendation to accept the proposal submitted by Municipal Pest Management Services, Inc. in the amount of 62,000.00.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Municipal Pest Management Services, Inc., of Newington, NH for Curbside Weed Control Services for the 2022 season in the amount not to exceed \$62,000.00. 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	Charge
1000.1.300.43121.4432.00000.00	Streets-Maint Chrgs-Improv o/t Buildings	184,905.00	163,959.50	62,000.00
			Total	62,000.00

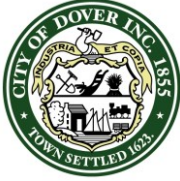
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



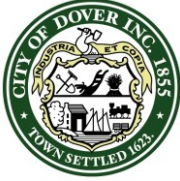
CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.02.09 – 030**

Resolution Re: **B21084 Curbside Weed Control Services – Year Two**



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.02.09 – 030**

Resolution Re: **B21084 Curbside Weed Control Services – Year Two**

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.02.09 – 030**

Resolution Re: **B21084 Curbside Weed Control Services – Year Two**

RESOLUTION BACKGROUND MATERIAL:

Municipal Pest Management Services, Inc. provided a scope of services that proposes a SWEEP (Sustainable Weed Control on Pavements) Program for the 2022 season. The SWEEP program consists of pavement crack and crevice filling, sediment removal, and hand pulling and tools. Also included in the proposal is the use of an organic herbicide, Finalsan Herbicide, for a total of eight (8) applications.

For the first year of the contract, the funding allocation was \$40,000.00. Through the bid solicitation and contract, the City would consider the option to renew for two (2) subsequent seasons not to exceed a 5% increase. The following outlines the SWEEP Program proposal costs which includes an increase from four organic herbicide applications to eight. The hourly rate for crack and crevice filling did not increase from the 2021 season rates.

Item	Cost
Crack and Crevice Filling	\$12,720.00 (\$106/Hour, 120 Hours)
Organic Herbicide (Finalsan)	\$49,280.00 (8 applications at \$6,160/Each)
Hand Pulling / Hand Tools	Included in Organic Herbicide Cost
Sediment Removal	Included in Organic Herbicide Cost
Total	\$62,000.00

Bid Information:

A Sealed Request for Proposal #B21084 was issued and received for Curbside Weed Control Services for the 2021 season on May 27, 2021 at 2:00 p.m.

Award Information:

A purchase order will be issued to Municipal Pest Management Services, Inc. to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Emailed:	201	Number of Responses:	1
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	2022 Service Completion	Estimated Delivery:	As Needed
Recommended Award to:	Municipal Pest Management Services, Inc.	Fund:	CS - Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B21084 Bid Documents and Proposal for 2022 Season](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2022.02.09 – 031**

Resolution Re: **Approval of Purchase and Sale Agreement between the City, the Dover Business and Industrial Development Authority, and Weave Filtration, LLC**

WHEREAS: The City and the Dover Business and Industrial Development Authority (“DBIDA”) have marketed and advertised parcels within Enterprise Park for purposes of economic development; and

WHEREAS: Weave Filtration, LLC (“Weave”) offered to purchase a 3.49-acre parcel (Map D, Lot 11-7) at a price of \$60,000 per usable acre, which would include the two sending areas (Map D lots 11-SN1 and 11-SN2); and

WHEREAS: Thereafter, Weave, the City of Dover, and DBIDA negotiated and entered into a Purchase and Sale Agreement dated as of December 20, 2021; and

WHEREAS: The Purchase and Sale Agreement is contingent on various conditions, including DBIDA and City Council approval of the sale; and

WHEREAS: The Purchase and Sale Agreement is now being submitted to City Council for its review and approval.

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

The City Council approves the Purchase and Sale Agreement accompanying this resolution, entered into between the City of Dover, Dover Business and Industrial Authority, and Weave Filtration, LLC and dated as of December 20, 2021.

AND, FURTHER BE IT RESOLVED;

The City Manager is authorized to finalize the sale on terms deemed acceptable and consistent with the Purchase and Sale Agreement, as well as take and any all actions necessary to effectuate the sale and transfer described within the Purchase and Sale Agreement, including but not limited to executing a satisfactory deed and accomplishing filings with the Strafford County Registry of Deeds and New Hampshire Department of Revenue Administration.

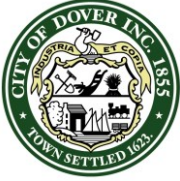
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2022.02.09 – 031**
Resolution Re: **Approval of Purchase and Sale Agreement between the City, the Dover Business and Industrial Development Authority, and Weave Filtration, LLC**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See Purchase and Sale Agreement attached. As set forth in Section 4.01, the purchase price is \$60,000 per usable acre.

DBIDA approved the Purchase and Sale Agreement at a meeting on January 27, 2022.

Weave Filtration, LLC designs and engineers filter cloths, filter plates, and filter presses. These products are used in a variety of industries, including mining, agriculture, and water treatment. The company is based in New Hampshire.

PURCHASE AND SALE AGREEMENT

by and between

**THE CITY OF DOVER (“City”), DOVER BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY (“DBIDA”)**

And

WEAVE FILTRATION, LLC.

Dated as of December 21, 2021

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated as of December 21, 2021, and is made by and between **WEAVE FILTRATION, LLC.**, (the "Buyer") a corporation organized under the laws of the State of New Hampshire with an address at 100 Tri City Road, Unit 117 Somersworth, New Hampshire, 03878, and the **City of Dover ("City")** and its **DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY ("DBIDA")**, each with an address of 288 Central Avenue, Dover, NH 03820 (collectively City and DBIDA are referred to as the "Seller").

RECITALS

The Seller is the owner of an approximately 3.49 acre parcel of real property in the City of Dover identified as Map D, Lot 11-7, along with two associated parcels, known as Map D lots 11-SN1 (.94 acre) and 11-SN2 (.98 acre) being portions of the premises conveyed to DBIDA by Warranty Deed of New Homes, Inc., dated June 20, 1991 and recorded at the Strafford County Registry of Deeds at Book 1559, Page 394, and DBIDA serving as the successor in interest to the Dover Industrial Development Authority by Release Deed dated March 28, 2016 and recorded at the Strafford County Registry of Deeds at Book 4368, Page 691; *see also* Quitclaim Deed recorded at Book 1738, Page 130;

Buyer has expressed interest in purchasing Map D, Lot 11-7, in the area at the end of the cul de sac on Quality Way, as will be defined in a forthcoming site plan being prepared by the Buyer (the "Parcel").

Following due consideration, the Seller has, subject to the conditions and contingencies set forth below, determined that the proposal by Buyer is an appropriate proposal.

The Seller and the Buyer wish to enter into a contingent agreement pursuant to which the Seller shall convey the Parcel to the Buyer.

NOW, THEREFORE, with the aforesaid recitals incorporated into the Agreement below, and for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the Buyer and the Seller, intending to be bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Purchase and Sale Agreement. Unless otherwise defined below, capitalized terms used herein shall have the meaning as set forth in this Agreement.

"Approval Deadline" means the date 270 days after the later of: (i) the Effective Date; (ii) the date of DBIDA's approval pursuant to Section 2.02; or (iii) the date of approval of the Project

Plans.

“*Buyer*” means Weave Filtration LLC., 100 Tri City Road, Unit 117 Somersworth, New Hampshire, 03878

“*City*” means the City of Dover, New Hampshire, including all municipal bodies, boards, and authorities, and their subcommittees or subdivisions, specifically including DBIDA.

“*City Council*” means the City Council for the City of Dover.

“*Closing Date*” means the date for conveyance of the Parcel as set forth in Section 4.02.

“*Concept Plan*” means the plan attached hereto as Exhibit A.

“*Deposit*” means the deposit paid by the Buyer to the Seller pursuant to Section 4.01.

“*Effective Date*” means the later date that the DBIDA and the City Council approve this Agreement pursuant to Section 2.01.

“*Permitted Assignee*” means any Person directly or indirectly controlling, controlled by, or under common control with the Buyer. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

“*Person*” means an individual, a corporation, a limited liability company, a partnership, a limited liability partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

“*Parcel*” means Map D, Lot 11-7, on Qualtiy Way and associated lots 11-7SN1 and 11-7SN2, as shown in the Concept Plan, the boundaries of which will be finally and formally defined and shown in forthcoming site and subdivision plans being prepared by the Buyer and agreed upon and approved by Seller;

“*Project*” means the approximately 15,000 square foot industrial facility, and related improvements, to be constructed by the Buyer on the Parcel, substantially as shown on the Concept Plan.

“*Project Approvals*” means all final, unappealed and unappealable federal, state and local permits required for the construction and use of the Project, including, but not limited to, site plan and subdivision approval from the Dover Planning Board, one or more conditional use permits from Dover Planning Board, and an Alteration of Terrain Permit from the New Hampshire Department of Environmental Services (if necessary), all in form and content, and with conditions, satisfactory to the Buyer.

“*Project Plans*” means the site and subdivision plans agreed to and approved by the parties

pursuant to Section 2.03.

“Protective Covenants” means the terms and conditions set forth in the Declaration of Protective Covenants and Performance Standards for Enterprise Park dated April 3, 1992, recorded with the Strafford County Registry of Deeds at Book 1604, Page 625, as amended at Book 1654, Page 151, and as may have been further updated from time to time.

“Purchase and Sale Agreement” or *“Agreement”* means this Purchase and Sale Agreement, by and between the Buyer and the Seller, as amended or supplemented from time to time.

“Purchase Price” shall have the meaning set forth in Section 4.01 of this Purchase and Sale Agreement.

“Seller” means the City, a municipal corporation, and DBIDA, an industrial authority of the City, with an address at 288 Central Avenue, Dover, NH 03280.

“Transfer of Development Rights” means the process, outlined in Dover Code 170-27.2, whereby a lot is created with reduced frontage, minimum lot size and reduced setbacks.

ARTICLE II

CONDITIONS PRECEDENT AND CONTINGENCIES

This Agreement shall be fully contingent upon the satisfactory resolution of the conditions precedent listed below in this Article II.

Section 2.01 DBIDA and City Council Approval of Purchase and Sale Agreement.

The parties acknowledge that Seller cannot convey the Parcel unless and until DBIDA and City Council each approve this Purchase and Sale Agreement and authorize the completion of the process of conveying the Parcel. Seller must do so pursuant to duly noticed and authorized votes of the public bodies. If DBIDA or the City Council fail or refuse to approve this Purchase and Sale Agreement (and the Seller’s conveyance of the Parcel as set forth in this Purchase and Sale Agreement), either party shall have the right to terminate this Agreement without further obligation or recourse except for Seller’s obligation to return the Deposit pursuant to Section 4.01.

Section 2.02 DBIDA Architectural Review and Approval

The Protective Covenants require that DBIDA, as successor to Dover Industrial Authority, shall review and approve any and all construction and development in Enterprise Park, including the Parcel. Buyer shall therefore diligently seek DBIDA’s final approval(s) as required by the Protective Covenants. If Buyer is unable, despite Buyer’s best efforts, to obtain final approval of DBIDA by the Closing Date hereinafter stated, then Buyer may terminate this Agreement without further obligation and without recourse by the Seller.

Section 2.03 Agreement on, and Final Approval of Site Plan

The parties acknowledge that the Parcel has yet to be improved and has not received any Site Plan approval. The Parcel will be shown in a Site Plan being prepared by the Buyer, subject to review and approval of the Seller, substantially as shown on the Concept Plan. If the Seller and Buyer cannot agree on the Site Plan, then either party may terminate this Agreement without further obligation or recourse except for Seller's obligation to return the Deposit pursuant to Section 4.01. Furthermore, if the Buyer cannot obtain the Project Approvals on or before the Approval Deadline, then Buyer may terminate this Agreement without further obligation and without recourse by the Seller. The City Council's approval of this Agreement shall constitute approval for City staff to seek or join in seeking any necessary land use approvals consistent with the Concept Plan.

Section 2.04 Intentionally Omitted.

Section 2.05 Estimate of Impact and Utility Connection Fees Assessed to Buyer

The parties acknowledge that there is a need to determine what impact and utility connection fees shall be assessed to Buyer in connection with any development and use of the Parcel. If such determination is unsatisfactory to the Buyer for any reason, then the Buyer may terminate this Agreement without further obligation of Seller and without recourse by the Seller.

Section 2.06 Transfer of Development Rights

The parties acknowledge that in 2005 when the parcel was created, the seller used the Transfer of Development Right's ordinance, to create a lot that was below the minimum lot size for the zone. In part this also allows that any subsequent development may have reduced setbacks to more efficiently utilize the upland on the parcel. The resulting 11-7SN1 and 11-7SN2 lots have no development value, but are to be transferred to the buyer as they are associated with the parcel. The lots remain permanently protected from development, per deed. There shall be no additional cost for these sending parcels.

Section 2.07 State and Local Permitting

It shall be the duty of the Buyer to ascertain and obtain the Project Approvals. Satisfactory issuance of the Project Approvals shall be a condition precedent to closing. If the Buyer cannot obtain the Project Approvals on or before the Approval Deadline, then Buyer may terminate this Agreement without further obligation and without recourse by the Seller.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Buyer.

The Buyer represents, warrants, and covenants as follows:

(a) *Organization.* The Buyer is a corporation duly organized and validly existing under the laws of the State of New Hampshire and has the power and authority to own its properties and assets and to carry on its business in the State as now being conducted and as hereby contemplated.

(b) *Authority.* The Buyer has the power and authority to enter into and to perform its obligations under this Purchase and Sale Agreement, and has taken all action necessary to cause this Purchase and Sale Agreement to be executed and delivered, and this Purchase and Sale Agreement has been duly and validly executed and delivered by the Buyer.

(c) *Binding Obligation.* This Purchase and Sale Agreement is a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *No Conflict.* The execution and delivery by the Buyer of this Purchase and Sale Agreement and compliance with the provisions hereof, do not and will not in any material respect conflict with or constitute on the part of the Buyer a breach or default under any agreement or instrument to which it is a party or by which it is bound.

(e) *Litigation.* As of the date of this Purchase and Sale Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the Buyer: (i) in any way questioning the due formation and valid existence of the Buyer; (ii) in any way contesting or affecting the validity of this Purchase and Sale Agreement or the consummation of the transactions contemplated hereby; (iii) which would have a material adverse effect upon the financial condition of the Buyer or any of its principals, or its ability to perform its obligations under this Purchase and Sale Agreement.

(f) *Compliance with Laws.* The Buyer shall not, with knowledge, commit, suffer or permit any act to be done in, upon the Parcel in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Parcel.

Section 3.02 Representations of the Seller.

Seller represents, warrants, and covenants as follows:

(a) *Organization.* The City is a municipal corporation. DBIDA is an authority of the City organized pursuant to RSA chapter 162-G. The City and DBIDA have the full legal right, power and authority to enter into this Purchase and Sale Agreement, and to carry out and consummate the transactions on Seller's part, subject to approval by DBIDA and City Council.

(b) *Authority.* Upon execution of this Purchase and Sale Agreement by Seller and subject to the contingencies and conditions precedent in Article II above, Seller, by all

necessary official action thereof, shall have duly authorized and approved the adoption, execution and delivery by the City of, and the performance of, the obligations on its part contained in this Purchase and Sale Agreement, such authorizations and approvals shall be in full force and effect and shall not have been amended, modified or rescinded, and this Purchase and Sale Agreement shall have been duly executed and delivered and is enforceable against the Seller, subject to bankruptcy and other equitable principles.

(c) *Litigation.* There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against Seller in any way contesting or affecting the validity of this Purchase and Sale Agreement or the consummation of the transactions contemplated hereby.

Section 3.03 No Implied Approval; No Waiver of Ordinances, Statutes, Rules or Regulations.

Nothing herein shall be construed as affecting Seller's or the Buyer's rights or duties to perform their respective obligations and fulfill their respective responsibilities under any zoning ordinances, use regulations, building codes, or subdivision requirements, or any other laws, regulations, rules, codes or statutes relating to the Parcel, subdivision of the Parcel, the site of the Parcel, or any other such approvals.

Nothing contained in this Purchase and Sale Agreement shall constitute, be deemed to constitute or imply that the City Council, or any City board, department, office, or agency, officer, or employee of the City shall approve, authorize, or consent to any action or activity within or required for any future development or subdivision of the Parcel, including any land use approval, requirements for the provision of public utilities or services, or any administrative, judicial, quasi-judicial, or legislative action, unless and until such respective authorizations, approvals or consents are duly and properly issued by the City Council, and/or the City's respective board, department, office, agency, officer or employee.

ARTICLE IV

BUYER'S ACQUISITION OF PARCEL

Section 4.01 Acquisition Terms; Purchase Price; Deposit

Within five (5) business days following the Effective Date, the Buyer shall provide the Seller with a good faith deposit of Five Thousand Dollars even (\$5,000), to be held by the Seller's real estate agent in escrow. The Deposit shall be nonrefundable unless the Seller materially breaches this Agreement or this Agreement is terminated by either party pursuant to Article II or Section 4.03. Upon satisfaction of the conditions set forth in this Article IV and the conditions precedent in Article II, the Buyer shall purchase and the Seller shall sell the Parcel. The purchase price for the Parcel shall be at a price of Sixty Thousand Dollars and Zero Cents in United States currency (\$60,000.00) per usable acre (the "Purchase Price"), to be paid at the Closing via a bank or certified check or wire or similar means. If, for example, the usable acreage 3 acres, then the

Purchase Price shall be \$180,000. The Deposit shall be applied as a credit toward the Purchase Price.

As part of the conveyance, Seller shall have the right to reserve any necessary highway, right of way, and/or related slope, lateral support, drainage, utility, sign, signal, traffic sign, and/or sewer easements in the deed, if and to the extent the Seller deems such easements necessary to establish, maintain, preserve, and/or allow for a current or future public use or function. The City Council's approval of this Agreement shall constitute approval for City staff to seek or join in seeking any necessary land use approvals to reserve any necessary highway, right of way, and/or slope, lateral support, drainage, utility, sign, signal, traffic sign, and/or sewer easements as described above in this paragraph.

As part of the conveyance, Seller shall have the right to include the following rights expressly stated, reserved, and created within the deed to the Buyer, with respect to the Parcel :

(i) Discounted Repurchase: Seller shall have an exclusive option and right to repurchase the Parcel for a purchase price equal to the Purchase Price paid pursuant to this Agreement less \$25,000 (hereinafter the "Discounted Repurchase Right"). The Discounted Repurchase Right (a) shall arise and commence only upon Buyer's (or assignee's) failure to obtain a final certificate of occupancy for the Project within two (2) years from the Closing Date, which such period shall be extended for so long as Buyer (or its assignee) has obtained a building permit for the Project and is diligently and in good faith constructing the Project in accordance with the Project Approvals (or is otherwise precluded from doing so by any of the reasons set forth in Section 5.11), and (b) shall terminate on the earlier of the date three (3) years after the commencement of such right or the date on which Buyer (or its assignee) obtains a final certificate of occupancy for the Project. If Seller exercises its Discounted Repurchase Right, Seller shall purchase and acquire the Parcel free of any mortgage, lien, or encumbrance other than those matters contained in the quitclaim deed from Seller delivered to Buyer on the Closing Date pursuant to the terms of this Agreement; and

(ii) Perpetual ROFR: In addition to the Discounted Repurchase Right, Seller shall have an exclusive and perpetual option and right of first refusal to purchase the Parcel, which shall arise upon expiration of the Discounted Repurchase Right period if no final certificate of occupancy for the Project has issued and shall extend thereafter in perpetuity (hereinafter the "Perpetual ROFR"). With respect to the Perpetual ROFR, in the case of any bona fide offer to purchase the Parcel, whether received from a foreclosure process, any public sale or execution of any lien or encumbrance, or as part of a general offering or sale process, Buyer or mortgage holder or lienholder as the case may be shall notify Seller of the any such offer and, upon the receipt of said notice, Seller have a period of sixty (60) days afterwards to exercise the Perpetual ROFR which, if exercised by Seller, shall entitle Seller to match the terms of any pending offer to purchase, take priority over any such offer, and result in Seller purchasing and acquiring the Parcel free of any mortgage, lien, or encumbrance other than those matters contained in the quitclaim deed from Seller delivered to Buyer on the Closing Date pursuant to the terms of this Agreement. Moreover, the Perpetual ROFR described in this paragraph shall reset and reapply six months after

the expiration of the City's period for exercising same.

The Discounted Repurchase Right and Perpetual ROFR shall each run with the land and be binding upon any lienholder, mortgage holder, subsequent owner, transferee, or assignee of the Parcel or any interest therein. However, should the Seller exercise either the Discounted Repurchase Right or the Perpetual ROFR and complete the purchase of the Parcel, upon recording of the conveyance back to the Seller both the Discounted Repurchase Right and the Perpetual ROFR shall be permanently extinguished.

As part of the conveyance, Buyer may at its election assign its right to receive title to a Permitted Assignee, who shall be bound to the same extent as the Buyer to the rights and obligations stated in this Agreement.

Buyer shall provide all necessary tax identification and other tax-related information as part of the closing, including, if necessary, any subsidiary or related entity.

With respect to certain anticipated or potential closing costs, the parties agree as follows:

- Closing Attorney: The Buyer shall be solely responsible for any other fee due to the closing attorney's or agent's office, including the costs for escrow services, deed preparation, HUD-1 statement preparation, title review, and title insurance.
- Real estate agent/broker fees: Seller shall be solely responsible for any fee due to its real estate broker or agent in connection with sale of the Parcel. Buyer shall be solely responsible for any fee due to its real estate broker or agent in connection with sale of the Parcel.
- Permitting, Land Use Fees and Costs, Other Fees: The Buyer shall be solely responsible for any surveying, consultant, permitting, site plan, subdivision, or other such fees incurred with respect to any and all approvals sought, as well as sale and/or development of the Parcel.

Seller shall convey the Parcel by quitclaim deed, conveying the Parcel "as is", "where is", and "with all faults", as to its physical condition, and free of any known liens, agreements, leases, restrictions, tenancies, parties in possession, assessments, mortgages and other encumbrances, except (i) any easements or encumbrances of record that do not materially interfere with the Buyer's intended development and use of the Project; (ii) the Protective Covenants, which shall be recited and imposed on the Parcel in the conveying deed, and/or (iii) any conveyed, retained or reserved rights or options of the Seller as provided for in this Agreement and/or (iv) any and all existing use restrictions, development limitations, conservation restrictions/limitations and/or other such limitations of any kind on lots 11-7SN2 and 11-7SN2.

Section 4.02 Closing Date and Location.

The closing date for the conveyance of the Parcel shall be at a date/time mutually agreed to by the parties and shall occur no later than forty-five days following the issuance of all Project

Approvals and the satisfaction of all conditions precedent thereto, TIME BEING OF THE ESSENCE (the “Closing Date”). The Closing Date may only be extended by mutual agreement of the parties in writing. The Closing shall take place at a mutually agreeable location or shall be completed remotely via appropriate escrow arrangements.

Section 4.03 Other Closing Terms and Conditions.

(a) *Transfer Tax and Legal Review.* Seller believes the City and DBIDA are exempt for Seller’s portion of any New Hampshire Real Estate Transfer Tax (“RETT”) by virtue of RSA 78-B:2, I. The Buyer, however, shall be and remain fully responsible for any RETT return and payment incurred and owed by its purchase of the Parcel.

(b) *Survey and Deed.* The Buyer, at its sole cost, shall have the obligation to cause all surveys and other such services needed to prepare a final site plan and subdivision plan, and/or or other delineations in connection with land use approvals sought and the conveyance of the Parcel to the Buyer. Furthermore, the Buyer, at its cost, shall also generate a deed necessary for transfer of the Parcel and associated recording of the deed. The final deed shall contain all operative protective covenants of Enterprise Park as may be applicable to the Parcel, which may include Declaration of Protective Covenants and Performance Standards for Enterprise Park dated April 3, 1992, recorded with the Strafford County Registry of Deeds at Book 1604, Page 625, as amended at Book 1654, Page 151, and as may have been further updated from time to time, exact title references to be recited in the final deed shall be determined by Seller prior to closing as set forth in Section 2.06 above.

(c) *Inspections.* The Buyer shall have the right, but not the obligation, to perform its due diligence review of the condition of the Parcel and the feasibility of its intended use and development of the Project, all in such manner as the Buyer determines but within 90 days of the execution of this Agreement. During such time, as the Buyer determines reasonably necessary or desirable, the Buyer and its agents, designees, and employees shall have, and are hereby granted, the right, but shall have no obligation, to enter upon the Parcel to undertake such engineering studies, soils tests, subsurface tests, test borings, geotechnical studies, water surveys, percolation tests, boundary and topographical surveys, utility surveys, sewage disposal surveys, drainage determinations, inspections and tests, environmental assessments, tests for hazardous materials, including test pits and groundwater sampling and/or monitoring wells, traffic and road studies and such other investigations, tests and assessments as the Buyer shall desire, including, but not limited to, a Level I Environmental Site Assessment. The Buyer shall have no obligation to purchase the Parcel if its inspections reveal unknown and unsatisfactory conditions or liabilities. The Seller hereby grants the Buyer permission to enter the Parcel, at Buyer’s sole risk, for purposes of said inspections, and agrees to cooperate in good faith to accommodate such inspections.

(d) *Title.* Though the Parcel is to be conveyed by Quitclaim deed, Buyer is entitled to verify prior to closing that Seller has insurable and satisfactory title to the Parcel. If the Buyer determines that there are any matters of title affecting the Parcel which shall prevent or impede the Buyer from acquiring the Parcel by the Closing Date or will materially interfere with the Buyer’s intended development and use of the Project, the Buyer shall provide prompt written notice to the Seller of the specific title matter(s) and the proposed resolution of the matter(s).

Thereafter, the Seller shall have a reasonable period of time (not to exceed sixty (60) to cure such matter(s). If the matter cannot be satisfactorily cured by during such period of time, then the Buyer shall have the option to terminate this Agreement without recourse or further obligation. If the cure period expires after the Closing Date, the parties agree to discuss a reasonable extension in good faith. No payment for the extension of the Closing Date, based on title matters which the Seller must cure, shall be required. If the Seller elects not to undertake such cure or fails to effect a cure within such time period, then the Buyer may elect to (or not to) purchase the Parcel, failing which this Purchase and Sale Agreement shall terminate without further obligation and without recourse by the Seller. The Seller shall convey the Parcel subject to all matters of title as of the expiration of the period for reviewing title.

(e) *Risk of Loss.* Until the Closing, the Seller shall bear all risk of loss to the Parcel, and all costs and liabilities arising from the ownership of the Parcel.

(f) *Other:* The conditions precedent and contingencies identified in Article 2 above are incorporated herein by reference.

ARTICLE V

MISCELLANEOUS

Section 5.01 Agreement Termination.

In the event a contingency or condition precedent cannot be satisfactorily cleared or addressed, and/or in the event the contingencies and conditions precedent listed in Article 2 or Section 4.03 above cannot be fulfilled, the party specified in Article 2 or Section 4.03 (as the case may be) shall have the right to terminate this Agreement with recourse or further obligation, except for the return of the Deposit pursuant to Section 4.01.

Section 5.02 Release and Indemnification.

The Buyer releases the City, the members of the City Council, DBIDA, the members of DBIDA, and the City's and DBIDA's respective officers, attorneys, agents and employees, from, agrees that the City, the members of the City Council, DBIDA, the members of DBIDA, and the City's respective officers, attorneys, agents and employees, shall not be liable for and indemnifies the City, the members of the City Council, DBIDA, the members of DBIDA, and the City's respective officers, attorneys, board members, agents and employees against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City, the members of the City Council, DBIDA, the members of DBIDA, and the City's respective officers, attorneys, agents and employees, arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Buyer, its agents or anyone who is directly employed by Buyer in connection with the Seller's performance of its duties and obligations under this Purchase and Sale Agreement, including any due diligence or inspections that the Buyer undertakes with respect to the Parcel until the Closing Date; provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Purchase and Sale Agreement, willful misconduct or fraudulent action

of the City, the members of the City Council, DBIDA, the members of DBIDA, and/or the City's respective officers, attorneys, agents and employees.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the City, any member of the City Council, DBIDA, any member of DBIDA, or any officer, attorney, board member, agent or employee of the City, in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Buyer, and the Buyer upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceedings with counsel acceptable to both parties. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Buyer in writing, or (ii) the Buyer has failed to assume the defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Buyer, and such indemnified party may have one or more legal defenses available to it which are different from or additional to those available to the Buyer, in which case, if the indemnified party notified the Buyer in writing that the indemnified party elects to employ separate counsel at the Buyer's expense, the Buyer shall not have the right to assume the defense of such action on behalf of such indemnified party and the Buyer shall be responsible for payment of the fees and expense of such separate counsel.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, attorneys, agents, board members, officers and employees of the City and/or DBIDA, respectively, and each and all of their successors and assigns. Those indemnifications and any other indemnifications provided for herein are intended to and shall be enforceable by each and every indemnified party to the full extent permitted by law and shall survive the termination of this Purchase and Sale Agreement.

Section 5.03 Notices.

Any notice, payment or instrument required or permitted by this Purchase and Sale Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

Seller:	City of Dover & DBIDA Attn: City Manager & DBIDA Chairperson City Hall 288 Central Avenue Dover, New Hampshire 03820-4169
---------	---

With a copy to:	City Attorney City of Dover, New Hampshire City Hall
-----------------	--

288 Central Avenue
Dover, New Hampshire 03820-4169

Buyer: Weave Filtration, LLC
100 Tri City Road Unit 117
Somersworth, New Hampshire 03878

and to Buyer's counsel:

Shaheen & Gordon, P.A.
PO Box 977
Dover, NH 03821
Attention: Christopher E. Ratte
Email: cratte@shaheengordon.com

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 5.04 Severability.

If any part of this Purchase and Sale Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Purchase and Sale Agreement shall be given effect to the fullest extent possible.

Section 5.05 Successors and Assigns.

This Purchase and Sale Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Except as provided in Section 4.01, assignment of this Agreement by the Buyer shall not be permitted without the prior written consent of the Seller. In connection with any such consent of the Seller, the Seller may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Buyer hereunder or upon any other reasonable factor which the Seller deems relevant in the circumstances. In any event, any such assignment of this Agreement shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved by the Seller.

Section 5.06 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Purchase and Sale Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Purchase and Sale Agreement thereafter.

Section 5.07 Merger.

No other agreement, statement or promise made by any party or any employee, officer or

agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Purchase and Sale Agreement shall be binding.

Section 5.08 Parties in Interest.

Nothing in this Purchase and Sale Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Seller and the Buyer any rights, remedies or claims under or by reason of this Purchase and Sale Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Purchase and Sale Agreement contained by or on behalf of the Seller or the Buyer shall be for the sole and exclusive benefit of the Seller and the Buyer.

Section 5.09 Amendment.

This Purchase and Sale Agreement may be amended, from time to time, by written supplement hereto and executed by both the Seller, through the authorized individual, and the Buyer.

Section 5.10 Time is Of the Essence.

The parties acknowledge that TIME IS OF THE ESSENCE in the timely performance of such duties and obligations under this Agreement.

Section 5.11 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, disease, pandemic, epidemic, quarantine, public health crisis, state of emergency, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 5.12 Counterparts and Electronic Signatures.

This Purchase and Sale Agreement may be executed in counterparts, each of which shall be deemed an original. The Seller and the Buyer each (a) has agreed to permit the use from time to time, where appropriate, of .pdf or other electronic signatures in order to expedite the transaction contemplated by this Agreement, (b) intends to be bound by its respective .pdf or other electronic signature, (c) is aware that the other will rely on the .pdf or other electronically transmitted signature, and (d) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents affecting the transaction contemplated by this Agreement based on the fact that a signature was sent by electronic transmission only

Section 5.13 Effective Date.

This Purchase and Sale Agreement shall be effective on the Effective Date.

Section 5.14 Default.

In the event of a default by a party, and unless otherwise specified in this Purchase and Sale Agreement, the non-defaulting party shall have any and all rights and remedies under this Agreement, at law or in equity, including the right of specific performance.

Section 5.15 Broker.

Seller has employed the services of a broker, agent, finder or other person in connection with the transactions contemplated pursuant to this Purchase and Sale Agreement, compensation for which shall be the sole obligation of the Seller. Seller is not responsible for any fees, expenses, or other amounts as may be due between the Buyer and any broker, agent, finder or other such person.

Section 5.16 Encumbrance.

At no time prior to the closing shall the Buyer in any way newly encumber the Parcel.

Section 5.17 Choice of Law.

This Agreement has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.

Section 5.18 Immunities

Nothing within this Agreement shall be deemed to constitute a waiver of any existing immunity of the City, which immunities are hereby reserved to the City. This covenant shall survive the termination of this Agreement's conclusion.

Section 5.19 Right to Know

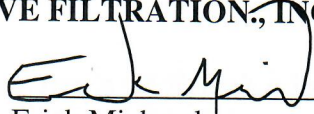
Confidentiality of any and all information/data held by the City under or related to this Agreement shall be governed by the provisions of New Hampshire RSA Chapter 91-A and applicable law. Seller makes no representations that this Agreement is confidential, or that the Seller regards this Agreement as confidential in any way.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the day and year first above written.

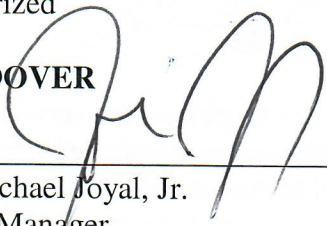
Date: December 20, 2021

WEAVE FILTRATION, INC.

By: 
Name: Erick Michaud
Title: President
Duly Authorized

Dated: 1/5/22

CITY OF DOVER

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

**DOVER BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY**

Dated: 1-5-22

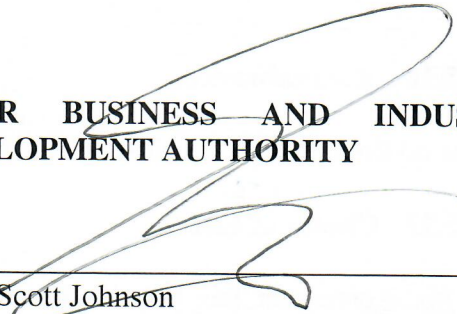
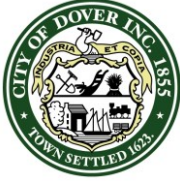
By: 
Name: Scott Johnson
Title: Chair

EXHIBIT A

Concept Plan

{to be attached}

4819-8668-2864, v. 1



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2022.02.09 – 032**

Resolution Re: Residential Pay-As-You-Throw Trash Bags

WHEREAS: The City has been experiencing delays and shortages in residential pay-as-you-throw trash bags, therefore, requested a proposal from an alternate vendor, Boxes and Bags Unlimited of Lewiston, ME, to assist in meeting the current demand; and

WHEREAS: Boxes and Bags Unlimited provided a quote to produce bags on an as-needed basis through June 30, 2022 in the amount not to exceed \$_____; and

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

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Boxes and Bags Unlimited of Lewiston, ME for residential pay-as-you-throw drawstring trash bags in the amount not to exceed \$_____. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance	Charge
3320.1.300.43230.4612.00000.00	Operating Supplies	100,000.00	54,180.10	
			Total	

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.6.

Resolution Number: **R – 2022.02.09 – 032**

Resolution Re: Residential Pay-As-You-Throw Trash Bags

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2022.02.09 – 032**

Resolution Re: Residential Pay-As-You-Throw Trash Bags

RESOLUTION BACKGROUND MATERIAL:

The City's current trash bag supplier has not been able to meet regular demand, nor complete full orders. Partial orders are arriving late, which has kept staff scrambling to get local vendors and stores supplied with bags. The current bag vendor has also not delivered a Performance Bond, as required per the City's contract documents. Staff have been concerned about running out of the specialized pay-as-you-throw (PAYT) green bags, which specifically have the City of Dover logo stenciled on the bags. The PAYT bags help fund the City's curbside solid waste collection program.

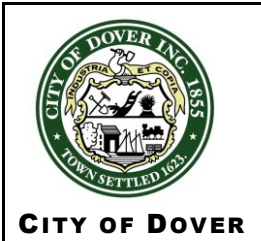
To ensure the City does not run out of the PAYT bags, staff recommend engaging a relatively local, regional vendor for a supplemental source of bags. Based on discussion with other PAYT communities, Boxes and Bags Unlimited (B&BU) comes very highly recommended. B&BU has apparently stepped in on an interim basis to supply PAYT bags for a couple of Massachusetts communities. B&BU can provide nearly identical bags as Dover's current PAYT bags. They will be 1.5 mil thick, with an integral tie strap heat-molded into the top. Municipalities have expressed they are very comfortable with the quality of the bags, and the timeliness of deliveries and orders with B&BU.

Award Information:

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

Purchasing Information:

Type:	Purchase order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	6/30/2022	Estimated Delivery:	As Needed
Recommended Award to:	Boxes and Bags Unlimited	Fund:	Waste Mgmt/Fund 3320
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Waive competitive bidding.



APPOINTMENTS COMMITTEE – REPORT

February 9, 2022

MEETING

February 2, 2022, 6:00 pm

Mayor Carrier, Deputy Mayor Shanahan, and Councilor Williams were present

RECOMMENDATIONS FOR APPOINTMENTS:

Change in Status – Alternate to Regular Member:

Quincy Devine – Energy Commission

New Appointments:

Arielle Hayes – Racial Equity and Inclusion Committee, Regular Member

Kathleen Cintavey – McConnell Center Advisory Committee, Alternate Member

Arcadia Lee – Energy Commission, Alternate Member

DISCUSSIONS:

The Committee getting an update on how the Ethics Commission is progressing.

The Committee discussed the opportunity to meet with Board and Commissions Chairpersons and Council liaisons about possibly reviewing the operating rules and membership.



City of Dover, New Hampshire

**Ad-Hoc Committee for Racial Equity and
Inclusion Year-End Report**

February 9, 2022



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City of Dover
Committee on Racial Equality and Inclusion

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Executive Summary

The ad hoc Committee for Racial Equity and Inclusion (CREI) was created by the City of Dover through Resolution Number: R – 2020.10.28 – 181 “to identify and make recommendations to eliminate any potential relics of past systemic racism in municipal operations in the City of Dover.”

The first meeting was held on December 3, 2020. Since then, the Committee of 12 volunteers has identified 10 accomplishments, made 10 recommendations for itself and the City, and has named eight goals for 2022.

The current members and attendees of the Committee are:

	Cora Quisumbing-King
Liaison - School Board	Jessica Rozzo (2021)
Liaison – School Board / Secretary	Maggie Fogarty (2022)
	Jill Braceland
	Kathleen Blake
Vice - Chair	Lauren Conley
Chair	Lina Shayo
	Luz Bay
	Tess Beam
	Tim Mainella
Liaison - City Council	Dennis Shanahan (2021)
Liaison - City Council	Linnea Nemeth (2022)
City Manager	J. Michael Joyal
Staff Liaison	Colleen Bessette

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Vision Statement

The City of Dover will be a welcoming and inclusive environment for all people, regardless of race, ethnicity, or place of origin, and this will be a core value and priority of the City of Dover (R - 2020.06.24 - 100).

In order for the committee to align itself with the City's Resolution, Committee members recommended elements of this vision to include:

- A racially literate, curious and courageous community committed to a culture of education and continual learning.
- Diverse racial representation in City leadership & government, events, and activities as well as physical community spaces.
- Municipal policy & practices that lower barriers for those who have been historically kept out of participating in municipal processes or decision-making.
- Established practices that mitigate harm and build relationships and trust within the historical context of colonialism, systemic racism, and white supremacy culture.

Key Accomplishments

City Operations

1. Conducted Employment Data Analysis.
2. Conducted an initial review of existing recommendations from Black Lives Matter-Seacoast, Dover Blue & You, Governor's Advisory Council on Diversity & Inclusion, and the NH Commission on Law Enforcement Accountability, Community, and Transparency (LEACT) and prioritized 13 recommendations for the City of Dover.
3. Advocated to City Council and Senator Watters on CREI's opposition to HB544 (now in law as the Banned Concepts Act).

First Things First: The Indigenous Peoples Project

4. The City Council has adopted a formal Land Acknowledgement.
5. The City Council has approved plaques containing the Land Acknowledgement which will be displayed in 14 prominent municipal buildings.
6. Organized Indigenous Peoples Day celebration in October and the flag of the Pennacook-Abenaki People was gifted, raised, and flown, in front of City Hall.
7. Distributed copies of the Land Acknowledgment during October's Apple Harvest Day.

City Proclamations per CREI recommendation

8. Juneteeth
9. Pride Month
10. Indigenous People's Day

Initial Recommendations

The committee has identified the following preliminary recommendations:

City Employment Practices

- Add an option for employees and applicants to self-identify as non-binary.
- Assess bias-awareness training program (the city has existing trainings in place that we can evaluate further).
- Set goals for workforce diversity and establish an action plan for meeting those goals.
- Provide feedback/training to applicants who are not hired on ways they can improve their candidacy.
- Revise EEO statement so that it is more welcoming to prospective employees.

City Communications

- Improve accessibility and equal access to the city website for information on ward elections, employment opportunities, etc.
- Explore how to provide disaggregated demographic data on survey results.
- Increase ways to reach underrepresented groups on topics such as the above.

Indigenous Peoples Project

- Continue discussions with the Dover Public Library on their efforts to ensure that the public are aware of resources that provide accurate Indigenous Peoples history. Contact has been made with Denise and Paul Pouliot, Chief Speakers for the Pennacook, regarding presentation of educational sessions through the Dover Public Library.
- Continue to liaise with the Dover 400 Committee.
- Recommend the reading of the Land Acknowledgement and the presence of representatives of the Cowasuck Band of the Pennacook-Abenaki People at key Dover 400 events.
- Continue conversations about creating an Indigenous Peoples monument with the Arts Commission in collaboration with the Cochecho

Waterfront Development Advisory Committee (CWDAC), in addition to other art projects.

- Recommend that the City hold an event to mark the installation of the first plaque at City Hall and the completion of installation by the end of 2022.

2022 Goals

Over the past year, the committee has identified various action items to follow through on in 2022. These include:

Committee Structure and Process

- Request the City Council to change the ad hoc Committee to a standing Committee for the City.
- Clarify role vis-a-vis the City for follow-up on recommendations.
- Hold listening sessions with local groups on racial equity and inclusion.

City-Related

- Obtain approval of the City's flag policy.
- Discuss the 13 recommendations with the Chief of Police.
- Explore collaboration with other City Committees on racial equity and inclusion.
- Review Diversity Training offered by the City.

Indigenous Peoples Project

- Ensure sustainability of the goals of the Indigenous Peoples Project through educational institutions, public installations and committed individuals.
 - Continue discussion about establishing indigenous foraging rights for food and medicinal plants on City of Dover lands.
 - Identify sponsors for the Indigenous Peoples Monument and form a committee.
 - Initiate conversations with the Woodman Institute Museum about their potential role in providing accurate Indigenous People history.
 - Pursue conversations with the School Superintendent, the Children's Museum, the University of New Hampshire, etc.

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Appendix

City Of Dover Resolution

Resolution Number: R – 2020.10.28 – 181:
Formation of Ad Hoc Committee for Racial Equity and Inclusion

WHEREAS: By resolution passed on June 24, 2020 (R-2020.06.24-100), the City Council condemned racism and affirmed its commitment to eliminating racial inequities; and

WHEREAS: The aforementioned resolution also committed to forming an ad hoc committee to review data, hold listening sessions, and develop an initial action plan outlining existing and new steps to be taken to work to eliminate any potential relics of past systemic racism in municipal operations, including boards and commissions; and

WHEREAS: By this resolution, an ad hoc advisory committee is created, to be called the Committee for Racial Equity and Inclusion, in order to identify and make recommendations to eliminate any potential relics of past systemic racism in municipal operations in the City of Dover.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT: A Committee for Racial Equity and Inclusion is hereby established and will be an ad-hoc, advisory committee to the City Council composed of nine regular members, up to two alternate members, and two ex officio members as follows: (a) One City Councilor recommended by the Mayor and ratified by the City Council, appointed on an ex officio basis; (b) One School Board Member appointed by the School Board on an ex officio basis; (c) Nine members of the community at large with knowledge, interest, and/or experience in addressing systemic racism and bias, as recommended by the City Council's appointments committee and ratified by City Council; (d) Up to two alternate members fulfilling any of the criteria above as recommended by the City Council's appointments committee and ratified by City Council; (e) Exceptions to the Dover residency requirement within Dover Code § 9-1(E) may be made if recommended by the City Council's appointments committee and approved by the City Council. AND,

FURTHER BE IT RESOLVED THAT: The Committee for Racial Equity and Inclusion will meet regularly, as determined by the members, to review data, hold listening sessions, and recommend to the City Council and City Manager an action plan outlining existing and new steps to be taken to work to eliminate any potential relics of past systemic racism in municipal operations, including boards and commissions. AND,

FURTHER BE IT RESOLVED THAT: The Committee shall work closely with City staff through the City Manager to gather necessary information on municipal operations and will coordinate as necessary with the Dover Schools Racial Equity Vision Keepers Committee. AND,

FURTHER BE IT RESOLVED THAT: The Committee for Racial Equity and Inclusion shall not have the authority to commit the City Council to any action or position, but instead will bring recommendations and reports to the City Council. AND,

FURTHER BE IT RESOLVED THAT: The Committee for Racial Equity and Inclusion shall adopt rules to be approved by the City Council and elect a Chair and Vice Chair from its membership; 6 members of the Committee shall constitute a quorum, and the Committee shall determine an appropriate meeting schedule. Members shall be appointed to terms of two years, though appointments for City Council and School Board members ex officio shall expire and cease upon the expiration of the person's City Council term or School Board term.

Methodology

Election of committee officers

Discussion of the vision elements

Establishment of a Work Plan that included:

- A Communication Plan which identified 4 focus areas: City Council, City employees, City Boards and Committees, and the general public.
- A review of third-party recommendations for the Police Department, from four outside sources which resulted in thirteen recommendations:
 - Black Lives Matter Seacoast
 - BLM - Seacoast Demands
 - Dover Blue and You
 - Appendices
 - Governor's Advisory Council on Diversity and Inclusion
 - Preliminary Report June 1, 2018
 - Annual Report January 2, 2020
 - New Hampshire Commission on Law Enforcement Accountability, Community, and Transparency
 - Report and Recommendations August 31, 2020
- Analysis of city employment data practices and recruitment/retention practices. Issues identified included lack of qualified applicants, lack of training available in the area, and Federal requirements of data collection.
- Review of city policies such as
 - how to ensure access to information on ward level elections
 - how to ensure access to job openings
- Formation of the Indigenous Peoples Project focusing on how to increase awareness and appreciation of New Hampshire's Indigenous Peoples, past and present, with a specific focus on Dover.

Indigenous Peoples Project

The CREI has made solid progress with our projects on behalf of Dover's first inhabitants during the past year. Our focus continues to be increasing awareness and appreciation of New Hampshire's Indigenous Peoples, past and present, with a specific focus on Dover. Our three overall goals are to increase awareness of our indigenous citizens, to memorialize their history and presence, and to research and provide historically accurate information. As we carry on this project, our goal is to ensure sustainability through educational institutions, public installations and committed individuals.

At this point, we have completed several important tasks. Our City now celebrates Indigenous Peoples Day and the City Council has adopted a formal Land Acknowledgement. These two components were a critical cornerstone for our ongoing work. Indigenous Peoples Day was celebrated in October. Mayor Robert Carrier read our Land Acknowledgement and spoke about the past and continuing presence of the Pennacook, Abenaki, and Wabanaki Peoples. The Cowasuck Band of the Pennacook-Abenaki People, upon whose traditional homeland Dover is located, presented our City with their flag, which was raised and flew in front of City Hall for the weekend. Copies of the Land Acknowledgment were distributed during October's Apple Harvest Day.

We have several more components to our efforts currently in progress. The City, through City Manager Michael Joyal, will be installing plaques in municipal buildings that state our Land Acknowledgement. We have ongoing discussions with the Dover Public Library regarding researching and publicizing history that is both historically accurate and based upon primary sources. We have a liaison to the Dover 400 Committee. Contact has been made with Denise and Paul Pouliot, Chief Speakers for the Pennacook, regarding presentation of educational sessions through the Dover Public Library. We have had preliminary conversations about creating a monument, as proposed by Deputy Mayor Dennis Ciotti, to our indigenous citizens and have discussed options with the CWDAC in collaboration with the Arts Council. It is our hope that the monument may be presented to our City as part of the Dover 400 celebration.

We are in the process of contacting several other agencies to discuss their potential involvement with our project, including Dover schools, the

Woodman Institute Museum, the Open Lands Committee, the University of New Hampshire, and archeologists who have expertise in Dover archeology. We hope to form a committee with representatives from the Library, the Woodman Institute, educators and dedicated citizens, to continue our work. We have briefly discussed the possibility of establishing indigenous foraging rights for food and medicinal plants on Dover city lands, a topic we plan to pursue. We look forward to a productive year ahead.

Land Acknowledgement Proclamation

This (event/meeting) takes place at Cocheco (CO-chi-co) on N'dakinna (n-DA-ki-na), now called Dover, New Hampshire, which is the unceded traditional ancestral homeland of the Abenaki (a-BEN-a-ki), Pennacook and Wabanaki Peoples, past and present.

We acknowledge and honor with gratitude the land, waterways, living beings, and the Aln8bak (Al-nuh-bak), the people who have stewarded N'dakinna (n-DA-ki-na) for many millennia.”

Land Acknowledgement Plaques

This facility stands on Cocheco (CO-chi-co), now called Dover, in New Hampshire, on N'dakinna (n-DA-ki-na) which is the unceded traditional ancestral homeland of the Abenaki (a-BEN-a-ki), Pennacook and Wabanaki Peoples, past and present. We acknowledge and honor with gratitude the land, waterways, living beings, and the Aln8bak (Al-nuh-bak), the people who have stewarded N'dakinna (n-DA-ki-na) for many millennia.

Juneteenth Proclamation

WHEREAS: Juneteenth commemorates the end of slavery in the United States, and Dover recognizes both its historic significance and its own longstanding involvement in the cause of emancipation, with an anti-slavery movement beginning in the 1830s, thirty years before slavery's actual abolishment in the United States; and

WHEREAS: In 1833, The Morning Star moved to Dover, New Hampshire, becoming the City's first anti-slavery newspaper; Dover subsequently was the first New Hampshire city to send to the state Legislature, members who espoused strong anti-slavery sentiment. And at the federal level, Dover's John Parker Hale would become the first anti-slavery Senator elected to Congress; and

WHEREAS: Despite a strong anti-slavery sentiment noted in Dover's history and the prominence of Dover citizens in advocating for the abolishment of slavery, census and other written records indicate that there still were persons in Dover who were subjected to being enslaved; and

WHEREAS: On June 26, 1857, an act entitled "An act to secure the freedom and rights of citizenship to persons in this State" was passed in New Hampshire, making it a crime to hold slaves and further stating: "That neither descent, near or remote, from a person of African blood . . . nor color of skin, shall disqualify any person from becoming a citizen of this State, or deprive such person of the full rights and privileges of a citizen thereof." In 1861, the New Hampshire Supreme Court affirmed the constitutionality of this act prohibiting slavery throughout New Hampshire; and

WHEREAS: After years of being one of the only remaining states that did not recognize Juneteenth as a state holiday, New Hampshire enacted legislation for an annual observance of the day as an officially recognized state holiday, which statute is now codified as RSA 4:13-aa; and

WHEREAS: Even though it is joyously celebrated, Juneteenth serves as a reminder of the grief and anguish our nation has experienced over the lives lost and the dreams destroyed by slavery and acts of racially motivated violence, abuses of power, and injustice; and

WHEREAS: We must all remember this day as a solemn reminder that words alone cannot deliver on the promises of freedom, individual rights, and equal justice for all. Although our nation has come a long way from our

history of state-sanctioned slavery and segregation, our work remains unfinished; and

WHEREAS: Juneteenth affords us an opportunity to acknowledge our nation's past history of enslavement and to celebrate the emancipation of those who had been enslaved here in the United States. It is an especially important day to recognize the sanctity of freedom while ensuring the equal treatment, respect, understanding and acceptance of all persons today and into our future.

NOW, THEREFORE, I, ROBERT CARRIER, MAYOR OF THE CITY OF DOVER, NEW HAMPSHIRE, AND THE ENTIRE DOVER CITY COUNCIL DO HEREBY PROCLAIM JUNE 19, 2021 as JUNETEENTH DAY.

Pride Month Proclamation

WHEREAS: LGBTQ (Lesbian, Gay, Bisexual, Transgender, and Queer) Pride Month is celebrated nationally each year in the month of June; this month was chosen to commemorate the riots that took place at the Stonewall Inn in Manhattan on the morning of June 28, 1969, often viewed as the birth of the modern LGBTQ rights movement; and

WHEREAS: The City Council and staff have committed to make Dover an inclusive and welcoming community for all, including the LGBTQ+ community; and

WHEREAS: the United States Supreme Court ruled in June 2015 that same-sex couples can marry nationwide, establishing a new civil right in our country; and

WHEREAS: former president Barack Obama designated the first national monument to LGBTQ rights in June 2016, honoring the LGBTQ community's long-term presence and struggle for equality across our nation; and

WHEREAS: all members of the Dover community, including those who are lesbian, gay, bisexual, transgender, queer or questioning, intersex and asexual have the right to feel safe, not be discriminated against and to live without the threat of harassment; and

WHEREAS: unfortunately, there is still much physical and psychological violence inflicted on LGBTQ people both at home and abroad; and

WHEREAS: Dover is committed to standing with and supporting the LGBTQ community, and to working to ensure that all of its residents, regardless of their sexual orientation or gender identity or expression, are treated with respect and dignity;

NOW, THEREFORE, I, ROBERT CARRIER, MAYOR OF THE CITY OF DOVER, NEW HAMPSHIRE, AND THE ENTIRE DOVER CITY COUNCIL, do hereby proclaim June 2021 as LGBTQ Pride Month. I encourage Dover residents to recognize and support their LGBTQ family members and neighbors, and to FEEL FREE to show their PRIDE.

Indigenous People's Day Resolution

WHEREAS: The City of Dover recognizes that for over 13,000 years or perhaps longer, indigenous people have lived on the land that would later become known as the Americas; and

WHEREAS: The Native Americans that call themselves the Abenaki, part of the Wabanaki peoples, inhabited what is now known as New Hampshire for thousands of years before English settlers arrived in the 1620s; and

WHEREAS: The City of Dover acknowledges that Dover is built upon the traditional and ancestral homelands and villages of the indigenous people of this region; and

WHEREAS: In many instances the indigenous people of what is now the Americas have been and continue to be subjected to brutal, unjust, and violent treatment; and

WHEREAS: The City of Dover desires to celebrate the culture and values of indigenous people, and to reflect upon the historical offenses against and ongoing struggles of indigenous people; and

WHEREAS: The City of Dover is a welcoming community that embraces all people and their inherent inalienable right to life, liberty, and the pursuit of happiness.

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

The City of Dover declares the Second Monday in October as Indigenous People's Day within the City of Dover.

AND, FURTHER BE IT RESOLVED THAT: Indigenous People's Day in the City of Dover is intended to be a time to reflect on and learn about the history and contributions of all indigenous people.

AND, FURTHER BE IT RESOLVED THAT: The City of Dover encourages the State of New Hampshire to consider similar action and measures.



COMMITTEE ON RACIAL
EQUITY & INCLUSION
APRIL 2021



CITY OF DOVER EQUAL EMPLOYMENT OPPORTUNITY REPORT ANALYSIS





ABOUT THE EEOC REPORT

- As part of its mandate under Title VII of the Civil Rights Act of 1964, the EEOC collects labor force data from state and local governments with 100 or more employees within the 50 U.S. states and District of Columbia which indicate the composition for their work forces by gender and by race/ethnic category.
- The City of Dover files the EEO-4 Report biennially in every odd-numbered year.
- Self-identification via surveys to employees and prospective employees is the preferred way to obtain data for the EEO report. If an employee refuses to complete the survey, the employer is allowed to complete the data on their behalf by use of employment records, personal knowledge, or visual identification. ⁽¹⁾

SELF-IDENTIFICATION BEST PRACTICES

- The EEOC suggests the following language which many employers embroider to add a request for information about the employee's sex and or veteran status [to help complete the VETS-4212 form if the employer is also covered by 38 USC section 4212(d)], among other improvements in the language to encourage persons expressing interest in a position to provide the requested demographic data:

“The employer is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites employees to voluntarily self-identify their race or ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.” ⁽¹⁾

EEO DATA COLLECTION IN DOVER

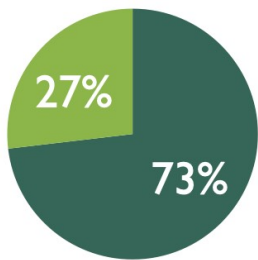
- Applicants are asked to submit a voluntary post-application survey.
- New hires are given a voluntary form to fill out that requests ethnicity, disability and veteran status
- The HR Director is the only person who sees this information, not the hiring managers or others who would be responsible to making decisions about the employees performance.
- There are not currently any human resources metrics in place to support diversity goals.
- This information is based off an April conversation between the city manager, HR Director and CREI committee member.

EEO REPORTING ON GENDER

- The EEO form allows for reporting either male or female but the EEOC recently provided guidance on how to report non-binary employees in the comments section of the form. Most experts argue that this is not an ideal solution but it does at least allow for some more accurate reporting. (2)

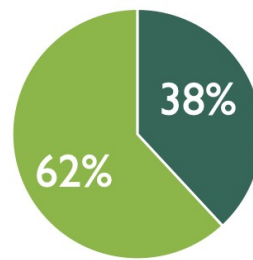
GENDER BREAKDOWN BY EMPLOYEE STATUS - 2019

Full-time Employees



■ Male ■ Female

Other Than Full-time Employees
(Including Temp)



■ Male ■ Female

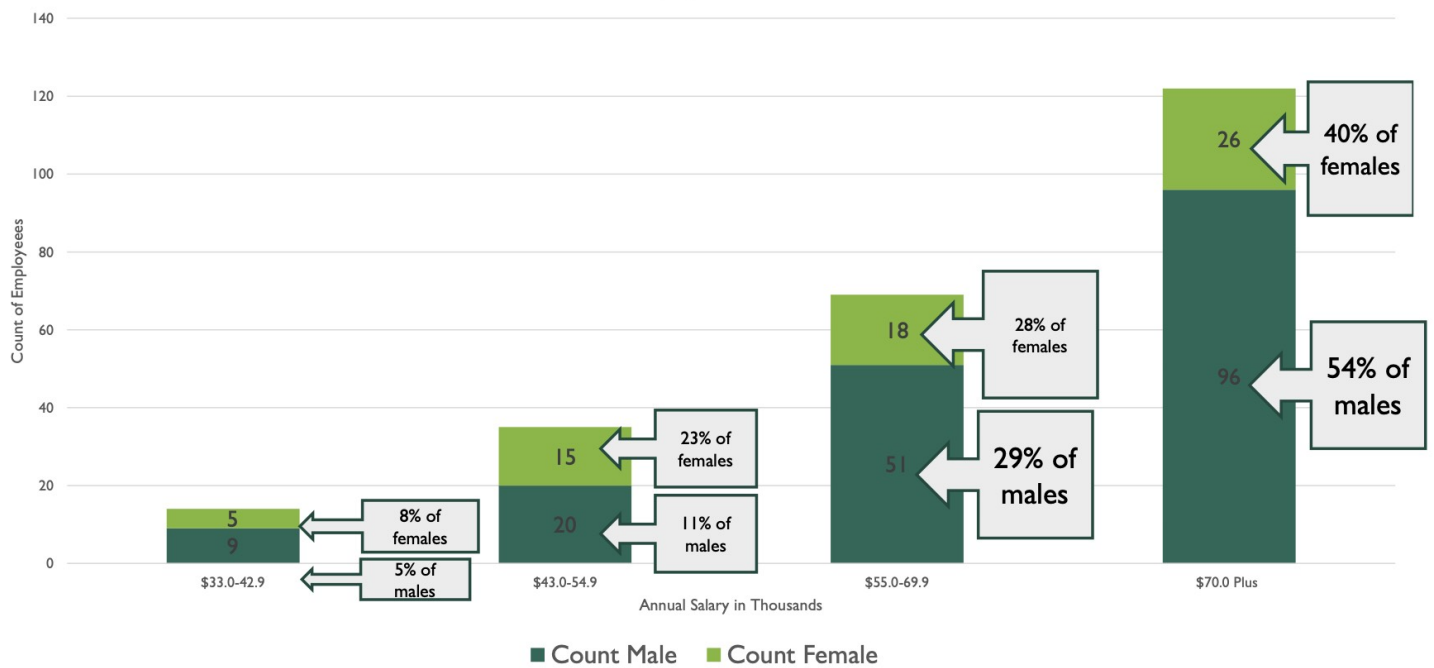
GENDER BREAKDOWN BY JOB CATEGORY (FULL-TIME) - 2019

Job Category	Male	Female
Officials & Administrators	13	6
Professionals	11	13
Technicians	8	1
Protective Service Workers	98	21
Paraprofessionals	1	2
Administrative Support	1	21
Skilled Craft Workers	21	1
Service-Maintenance	24	0

GENDER BREAKDOWN BY JOB CATEGORY (OTHER THAN FULL-TIME, INCLUDING TEMP) - 2019

Job Category	Male	Female
Officials/Admin	7	8
Professionals	7	21
Technicians	1	1
Protective Service	4	4
Paraprofessionals	2	5
Admin Support	2	11
Skilled Craft	3	0
Service/Maintenance	6	2

Full Time Employee Salaries - 2019

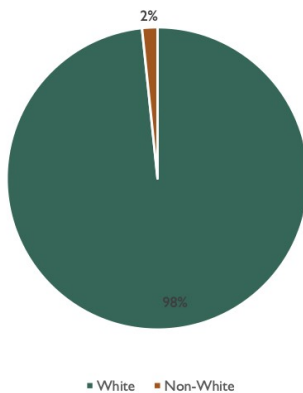


EEOC REPORTING ON RACE & ETHNICITY

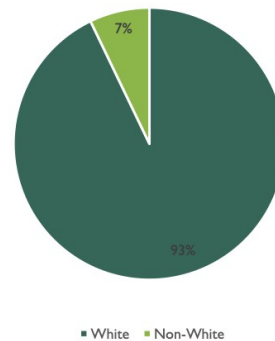
- The EEOC and OFCCP must use the Office of Management & Budget's definitions of race and ethnicity set out in OMB Directive 15 (rev 1997) as follows:
 - **Hispanic or Latino:** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
 - **White (Not Hispanic or Latino):** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
 - **Black or African American (Not Hispanic or Latino):** A person having origins in any of the black racial groups of Africa.
 - **Native Hawaiian or Pacific Islander (Not Hispanic or Latino):** A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - **Asian (Not Hispanic or Latino):** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - **Native American or Alaska Native (Not Hispanic or Latino):** A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
 - **Two or More Races (Not Hispanic or Latino):** All persons who identify with more than one of the above five races.

RACE BREAKDOWN BY EMPLOYEE STATUS - 2019

Full-Time Employees



Other Than Fulltime Employees (Including Temp)



RACE BREAKDOWN BY JOB CATEGORY (FULL-TIME) - 2019

Job Category	White	Non-white
Officials & Administrators	19	0
Professionals	24	0
Technicians	8	1
Protective Service Workers	117	2
Paraprofessionals	3	0
Administrative Support	21	1
Skilled Craft Workers	22	0
Service-Maintenance	24	0

RACE BREAKDOWN BY JOB CATEGORY (OTHER THAN FULL-TIME, INCLUDING TEMP) - 2019

Job Category	White	Non-white
Officials/Admin	15	0
Professionals	26	2
Technicians	2	0
Protective Service	8	0
Paraprofessionals	5	2
Admin Support	12	1
Skilled Craft	3	0
Service/Maintenance	7	1

APPLICANT DATA 2019

Race	TOTAL APPLIED	TOTAL HIRED	Percent Hired
White	797	25	3%
Black or African American	12	0	0%
Asian	13	0	0%
American Indian or Alaskan Native	2	0	0%
Native Hawaiian or Other Pacific Islander	1	0	0%
Two or more Races/Ethnicities	29	2	7%
Hispanic or Latino	31	0	0%
Not-Identified	35	2	6%

This data is not reported on the EEO Report. It was generated by the city of Dover's HR management software used for tracking job applicants.

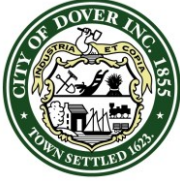
CREI INITIAL RECOMMENDATIONS BASED ON DATA

- Add an option for employees and applicants to self-identify as non-binary.
- Assess bias-awareness training program (the city has existing trainings in place that we can evaluate further)
- Set goals for workforce diversity and establish an action plan for meeting those goals
- Provide feedback/training to applicants who are not hired on ways they can improve their candidacy
- Revise EEO statement so that it is very welcoming to perspective employees

SOURCES

- (1) <https://directemployers.org/2020/05/11/self-identification-best-practices-for-federal-government-contractors-subcontractors-eeo-i-reporting/>
- (2) <https://www.shrm.org/resourcesandtools/legal-and-compliance/employment-law/pages/eeoc-nonbinary-individuals-comments-eeo-i-form.aspx>
- (3) City of Dover EEO Report 2019 provided by Mike Joyal

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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2022.02.09 – 033**

Resolution Re: B22025 Ten Wheel Dump Truck and Equipment

WHEREAS: A sealed Request for Bid #B22025 was issued and received for one (1) Ten Wheel Dump Truck with Equipment for the Community Services Department on January 27, 2022 at 2:30 p.m.; and

WHEREAS: Two bid responses were received and reviewed for meeting bid specifications and cost. The low bid meeting specifications was submitted by AT New Hampshire, LLC of Barrington, NH in the total amount of \$248,061.00 which includes the base lump sum price for the chassis of \$128,320.00, equipment components totaling \$110,450.00, as well as optional extended service contracts in the amount of \$9,291.00; and

WHEREAS: It is the recommendation to award to AT New Hampshire, LLC of Barrington, NH at rates provided in conjunction with Bid #B22025 in the amount not to exceed \$248,061.00.

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to AT New Hampshire, LLC of Barrington, NH for one (1) Ten Wheel Dump Truck with Equipment in the amount not to exceed \$248,061.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance	Charge
4022.1.300.43121.4743.03110.22	Public Works Heavy Equip.	400,000	101,339	101,339
4023.1.300.43121.4743.03110.23	Public Works Heavy Equip.	450,000	450,000	146,722
			Total	248,061

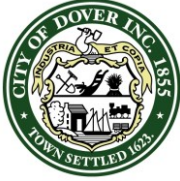
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2022.02.09 – 033**

Resolution Re: B22025 Ten Wheel Dump Truck and Equipment

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2022.02.09 – 033**

Resolution Re: **B22025 Ten Wheel Dump Truck and Equipment**

RESOLUTION BACKGROUND MATERIAL:

A sealed bid was released for pricing and delivery timeline for one (1) new Ten Wheel Dump Truck and Equipment for the Community Services Department with options as outlined in the bid solicitation.

The new truck, an International HV 513, is slated to replace Unit 118, which is a 2004 vintage International truck that has over 100,000 miles and is in desperate need of replacement as the frame is severely corroded and the vehicle will not pass inspection. For front-line plowing operations, Community Services has 15 large wing-plow trucks. Twelve of them are 6-wheel units, which help with maneuverability within congested City urban neighborhoods. The remaining 3 wing-plow trucks have been 10-wheel units. The 10-wheelers have added bed capacity for construction projects, and are especially beneficial for emergency work such as water main breaks. While the new truck is being fully equipped for plowing operations, it will be equipped with a specialized side-dump sand/salt spreader (SDS). The SDS unit negates having to put a sand/salt spreader into the back of a conventional dump body. The SDS body can be used conventionally for hauling earthwork material like stone, sand, gravel which might be required during a water break, or other construction emergency. With the SDS body, personnel will not have to go through the lengthy process of pulling a sand/salt spreader out of a truck to allow it to operate like a conventional dump truck.

Bid Information:

A sealed Request for Bid #B22025 was issued and received for one (1) Ten Wheel Dump Truck with Equipment for the Community Services Department on January 27, 2022 at 2:30 p.m.

Award Information:

A purchase order will be issued to AT New Hampshire, LLC to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	217	Number of Responses:	2
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	No
Prices will hold for:	Until Complete	Estimated Delivery:	180-210 days
Recommended Award to:	AT New Hampshire, LLC	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B22025 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.02.09 – 034**

Resolution Re: Authorization for Emergency Installation of Public Sewer at Nicholas Circle and Jackson Brook Trail

WHEREAS: An emergency need to provide sewer services on Nicholas Circle and Jackson Brook Trail has arisen after a failure of the private, community wastewater disposal system; and

WHEREAS: The City received a scope of work from S.U.R. Construction, Inc. of Rochester, NH to perform the aforementioned sewer services on Nicholas Circle and Jackson Brook Trail in the amount of \$281,325.00 plus \$48,675.00 for contingency for a total amount of \$330,000.00; and

WHEREAS: Per 5-29.A. Exemptions to Competitive Bidding. Emergency Purchases. The City Manager may waive bidding procedures when there exists an emergency as determined by the City Manager. All attempts shall be made to obtain the most competitive price within the time available. The City Manager shall report all such emergency purchases to the City Council at its next regular meeting.

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 S.U.R. Construction, Inc. of Rochester, NH for the emergency installation of public sewer services at Nicholas Circle and Jackson Brook Trail in the amount of \$330,000.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

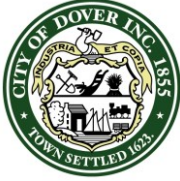
The amount of this authorization shall be limited so as not to exceed available funding

AND, FURTHER BE IT RESOLVED THAT:

The City Manager is authorized to negotiate, execute, and accept any necessary easements granted by private property owners in connection with the extension of the public sewer at Nicholas Circle and Jackson Brook Trail. The City Manager is also authorized to record any such easements with the Strafford County Registry of Deeds and complete any required or necessary documentation, returns, or filings in connection with the aforesaid easements.

Financing

Account	Description	Appropriation	Balance	Charge
5320.1.300.43250.4757.04530.21	Sewer Main Replacement-City	150,000.00	140,466.36	133,683.58
5320.1.300.43250.4757.04530.22	Sewer Main Replacement-City	156,000.00	156,000.00	86,316.42
5320.1.300.43256.4741.04590.23	WWTP-General Permit Compliance	1,400,000.00	1,400,000.00	110,000.00
			Total	330,000.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.02.09 – 034**

Resolution Re: Authorization for Emergency Installation of Public Sewer at Nicholas Circle and Jackson Brook Trail

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

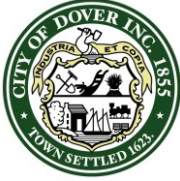
Recorded by: Susan Mistretta
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.02.09 – 034**

Resolution Re: Authorization for Emergency Installation of Public Sewer at Nicholas Circle and Jackson Brook Trail

RESOLUTION BACKGROUND MATERIAL:

There is a 44-unit private subdivision, referenced as Cornerstone Crossing Home Owners Association (Cornerstone HOA), that had a failure of their private, community wastewater disposal system. 26 of the residential properties were impacted by the failed private disposal system. However, there are 18 residential properties already connected to nearby public sewer. The Cornerstone HOA properties are located along Cornerstone Drive, Nicholas Circle, Jackson Brook Terrace, and Meeting House Way.

On January 7, 2022, the City's Public Health Officer, Jaimie Donovan, sent Cornerstone HOA a Letter of Deficiency which noted that he had observed a failed septic system that was causing effluent to be discharged to the ground surface. An immediate request was made to have the septic tanks pumped to alleviate any further discharge of effluent. Pumping and removal of waste via a vacuum truck, with discharge to the public sewer system, would provide a short-term, emergency remedy. Warning was provided that without proper, adequate and functional sanitary disposal facilities, a dwelling can be considered inhabitable. The issue was also reported to the Department of Environmental Services. Cornerstone HOA continues to engage septic haulers to pump their tanks a couple of days each week in order to keep their residences habitable.

Cornerstone HOA's private septic disposal system is a combination of individual residential pumping systems that pump to 6 separate community leaching fields. A licensed septic inspector subsequently determined that 3 of the 6 leaching beds were in complete failure. A designer explored emergency, short-term options to either replace or rehabilitate the leaching fields, or to install a common force main to pump effluent waste to the City's public sewer trunk line that exists along Cornerstone Drive. Eighteen of the residential properties already had public sewer, as the City had extended a trunk line along Cornerstone Drive to eventually connect to a cross-country interceptor line that ran along a nearby, abandoned railroad bed. The City had extended gravity sewer to receive effluent flow pumped from the Tolend Road Landfill. Cornerstone HOA had previously granted an easement for the City's extension of the public sewer.

At the time of the City's extension of gravity sewer along Cornerstone Drive, there was no incentive or directive to extend public sewer through the outlying streets of the sub-division. But a design was completed by the firm of Wright-Pierce for options for full "build-out" of gravity sewer.

Expansion of public sewer will provide an opportunity for the residential parcels to tie into the City's centralized treatment system. The City would install and maintain the gravity collection system, while the HOA participants would have to pay Sewer Investment Fees for connecting, as well as the cost of the individual connections from their homes to the new public mains. This is viewed by City engineering staff as the best long-term option, as the expansion of public sewer will allow the City to take nitrogen removal credits to help comply with the Great Bay Total Nitrogen General Permit. It will also remedy any immediate environmental concerns, and provide safe and reliable sanitary disposal option for the residential properties. The City in turn would gain new utility customers.

City engineering staff contacted S.U.R. Construction, Inc. who has submitted Contracted Construction Equipment rates for various services. S.U.R. is highly qualified, and has availability to undertake emergency work. They provided an initial construction estimate of \$281,325. Engineering staff recommend approval of an amount not to exceed \$330,000, which will provide for any contingencies, modifications, or unexpected conditions. Approval to proceed with the project would be further conditioned on the HOA and/or owners



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.02.09 – 034**

Resolution Re: Authorization for Emergency Installation of Public Sewer at Nicholas Circle and Jackson Brook Trail

providing or obtaining all necessary easements in favor of the City in order to allow the City to install and maintain the gravity sewer, and that all remaining 26 members of the HOA would abandon their private septic disposal systems and agree to connect to public sewer. As such, all 44 members of the Cornerstone HOA would become both public water and sewer customers.

City engineering staff have been exploring possible funding or grant assistance with NH DES. While this is a rapidly evolving issue, Tracy Wood, the Administrator of NH DES's Wastewater Engineering Bureau believes they can find "emergency" funding as part of their Clean Water State Revolving Fund. City staff will work proactively with DES to streamline the process in hopes of securing funding.

The homeowners connecting to the sewer main will be required to pay a Sewer investment fee of \$2,907.00, as well as the cost for the home to be connected to the sewer main. To assist with these components of the project, the City Manager, or his designee, will provide homeowners with an opportunity to enter into a short-term low interest loan to finance payment of the Sewer investment fee and connection costs. Each homeowner will be required to sign a Promissory Note and Acknowledgment of Lien, the loan term would be for up to 5 years (60 months) at a rate of 2.75%.

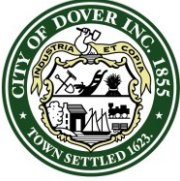
This resolution does not authorize any additional appropriation. The City Council previously authorized the appropriations for these various Sewer projects in earlier CIPs. This resolution does not authorize an increase in the indebtedness of the City.

Award Information:

A purchase order will be issued to S.U.R. Construction, Inc. to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	N/A
Invitations emailed:	N/A	Number of Responses:	N/A
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Completion	Estimated Delivery:	2022
Recommended Award to:	S.U.R. Construction, Inc.	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waive competitive bidding / Emergency purchase.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:

Resolution Number: **R - 2022.02.09 -**

Resolution Re: Approval of Annual Funds of \$112,908.15 for Great Bay Permit

WHEREAS: On February 10, 2021 the Council approved resolution [R-2021.02.10-020](#) authorizing the City Manager to enter into an Intermunicipal Agreement; and

WHEREAS: The Municipal Alliance for Adaptive Management held a Regular Meeting of the members on December 2, 2021, where the annual contribution of the Members was reviewed; and

WHEREAS: In order to continue the efficient and timely research into water quality and various factors that may be affecting same in the Great Bay Estuary, the Municipal Alliance for Adaptive Management has recommended the City of Dover provide funding of \$112,908.15 for calendar year 2022.

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

The Purchasing Agent is hereby authorized to release \$112,908.15 of funds to be used for the City of Dover's annual contribution to the Municipal Alliance for Adaptive Management.

If applicable, competitive bidding is waived pursuant to Dover Code § 5-28 for purchases in relation to those stated in this resolution. The Purchasing Agent is authorized to issue one or more purchase orders in the amount approved herein, consistent with the resolution and the purposes stated herein.

FINANCING

Account	Description	Appropriation	Balance
5320.1.300.43256.4341.00000.00.000.000.300	CS-Sewer-WWTP-Technical Services	\$160,548	\$154,835.40

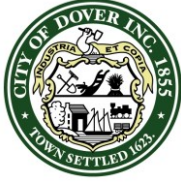
AUTHORIZATION

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#: Resolution Number: R - 2022.02.09 - Resolution Re: Approval of Annual Funds of \$112,908.15 for Great Bay Permit
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DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

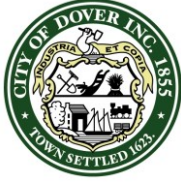
RESOLUTION BACKGROUND MATERIAL:

Since joining the Municipal Alliance for Adaptive Management, Dover has been a leading member in both the regular and executive meetings. The Municipal Alliance for Adaptive Management (MAAM) group has taken the lead on moving towards compliance with the NPDES Nitrogen General Permit for all of the regulated communities, and particularly on behalf of the members of MAAM. Because we are working as a group, the member communities are able to pool resources and act as a single point of contact for other stakeholders and project partners such as NHDES, PREP and CLF. In the first year of the permit, the group has carefully reviewed the components of compliance as outlined in the permit, and have created an Adaptive Management Plan (AMP) to address each of those components. The MAAM group was able to create a single AMP for its participating members, which outlined some funding and participation commitments for the communities as well as the expectations of the project partners.

The AMP has five main components as follows:

- a) Monitor Ambient Water Quality in Great Bay
- b) Track reductions and additions of total nitrogen
- c) Individual community source reduction plan
- d) Comprehensively evaluate significant scientific and methodological issues related to determining nitrogen loading to the Great Bay
- e) Provide a timeline for completion of a TMDL or TMDL alternative (MAAM to provide information, NHDES would create the TMDL or alternative)

Document Created by: Legal Document Posted on: February 4, 2022	R-2022.02.09 Approval of Annual Funds of \$112,908.15 for Great Bay Permit Page 2 of 3
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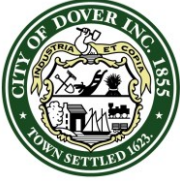
 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: Resolution Number: R - 2022.02.09 - Resolution Re: Approval of Annual Funds of \$112,908.15 for Great Bay Permit
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This year the MAAM reviewed and voted on the necessary funding to stay on track with the AMP. Below are the general tasks to be included:

- Website development cost estimate of \$6,405.00 to build a dashboard to better share MAAM information and resources.
- Brown and Caldwell contract review and participate in oversight of PREP Scientific Research as required by the Adaptive Management Plan. B&C will act as technical advisors on behalf of regulated communities in the amount of \$50,000 for the calendar year
- Approval for PTAP Medium level of service in the amount of \$50,000. PTAP is a tracking and accounting program developed by NHDES and the UNHSWC in response to the needs of the communities. Tracking and accounting for Nitrogen additions and reductions in the watershed is a requirement of the Adaptive Management Plan. The \$50,000 will pay for UNHSWC staff time to go into each community and assist them with setting up their tracking and accounting program
- Approval for PREP baseline scientific research of \$234,100, as well as Mussel Watch in the amount of \$7,300, and Tier 1 Seagrass Monitoring in the amount of \$75,000. This is the necessary scientific research that was advocated for by the communities and committed to as part of the Adaptive Management Plan.

Discussions on the allocation of costs centered around three allotment options; population, nitrogen load, and design flow. Ultimately, it was decided to assign cost allotment on the design flow. This option was based on discussions in implementing the IMA and drafted in an attachment to the IMA. The percentages used for the cost allocation differ slightly from the draft due to towns opting not to sign on to the IMA and participate in MAAM. Exeter is the only MAAM community that is not participating in funding this year and that is due to their separate obligations under their Administrative Consent Order. Their funding obligations under this order are commensurate with the funding obligations of MAAM. The funding obligations of participating MAAM communities are as follows:

- Rochester - \$120,835.75
- Portsmouth - \$176,088.68
- Dover - \$112,908.15
- Newington \$6,966.67
- Rollinsford \$3,603.45
- Milton \$2,402.30



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R - 2022.02.09 – 036**

Resolution Re: Approval and Authorization for Development Agreement
Between City of Dover, Terra Nova, LLC, and Westfield,
LLC

WHEREAS: The City of Dover is committed to development as part of its economic development goals and objectives in order to create a vibrant city; and

WHEREAS: Terra Nova, LLC (“Terra Nova”) and Westfield, LLC (“Westfield”) (collectively referred to as “Developers”), are developers, one of whom (Terra Nova) owns a 75-acre (+/-) property located at Tax Map G, Lot 29, and the other of whom (Westfield) owns an 85-acre (+/-) property located at Tax Map G, Lot 2. The Developers are interested in redeveloping their properties to the highest and best use. The two parcels are proximate to each other and have the same zoning; and

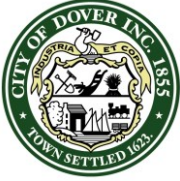
WHEREAS: City staff are negotiating a Development Agreement between Terra Nova, Westfield, and the City of Dover in connection with the proposed redevelopment of the aforesaid properties. Development of the properties is expected to significant tax revenues and jobs to the City of Dover. The development is expected to be a planned mixed-use development with residential, commercial and industrial/manufacturing components; and

WHEREAS: Upon Planning Board approval of the development project, satisfaction of conditions precedent, and the Developers’ commencement of development of the project sites, the City would reimburse the Developers for the costs to complete the Public Improvements set forth in the Term Sheet in phases, as portions of the private development are completed. The City intends to utilize bond financing for reimbursement costs and the annual cost of bonding will be paid for from the property taxes generated by the new development.

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

The Term Sheet referenced in the background of this resolution and attached is approved and the City Council agrees to and accepts such terms. The City Manager is authorized to enter into the Term Sheet with Terra Nova, LLC and Westfield, LLC. The City Manager is authorized to enter into a resulting Development Agreement with Terra Nova, LLC and Westfield, LLC consistent with the terms and conditions in the Term Sheet. The City Manager is authorized to perform the City of Dover’s obligations as stated in the Term Sheet and the resulting Development Agreement, as well as ensure all other parties perform their respective obligations. In connection with the Term Sheet and resulting Development Agreement, the City Manager is authorized accept any deed(s) and/or easement(s), as well as sign and/or execute documents to be recorded with the Registry of Deeds, consistent with the terms of the Term Sheet and resulting Development Agreement.

REFER TO A PUBLIC HEARING



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R - 2022.02.09 – 036**

Resolution Re: Approval and Authorization for Development Agreement
Between City of Dover, Terra Nova, LLC, and Westfield,
LLC

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

RESOLUTION BACKGROUND MATERIAL:

See attached Term Sheet.

On January 27, 20022, the Dover Business and Industrial Development unanimously recommended that the City enter into the Term Sheet and Development Agreement.

**Development Agreement terms between City of Dover, New Hampshire (“City”)
and Terra Nova, LLC and Westfield, LLC (collectively the “Developer”)**

1. The Developer seeks to develop certain properties, one known as Map G, Lot 2, consisting of 85 acres more or less, which fronts Littleworth Road, between Industrial Park Drive and Crosby Road, and the second being Map G, Lot 29 consisting of 75 acres +/- (also fronting on Littleworth Road), collectively, the “Project Site.” The 2 parcels are proximate to each other and have the same zoning. Development of the Project Site will bring significant tax revenues and jobs to the City of Dover. The Development will be a planned mixed use development with residential, commercial and industrial/manufacturing components.
2. Is it the intent of the parties to enter this agreement for the purpose of promoting private development, which will pay property tax to the City and have the City reimburse the Developer for project infrastructure work (as defined below) once the Project Site development is paying property taxes caused by new development.
3. The development of the Project will require infrastructure improvements to the roadways and infrastructure near and within the Project Site, namely, the following (collectively, the Public Improvements”):
 - (i) Designing and construction a connection road and water and sanitary sewer utility extensions between Crosby Road and Industrial Park Drive, on Lot G-2, as per the conceptual designed site plan.
 1. Said connection road shall be designed to be phased in with development as it occurs on the parcel, and may include a full connection or partial “Emergency” connection depending on the traffic impacts of the proposed development.
 - (ii) Construction and installation of a traffic control device at the westerly intersection of Industrial Park Drive, Littleworth Road and the main access way to Map G lot 29.
 - (iii) New road and water and sanitary sewer utilities construction within Lot G-29
 - (iv) The parties expect that certain roadways will be ultimately dedicated to the City by the Developer and, if accepted by City Council, conveyed to the City in fee simple. Both parties expect that any such roadways created will be designed to public standards and will not have encumbrances or encroachments which may inhibit public acceptance by the City, and, if said roadways are intended to be conveyed and dedicated to the public, that the Developer shall ensure said roadways meet the public roadway acceptance criteria currently developed by City staff and in effect as of the date this Term Sheet is executed by all parties. The parties recognize that the roadways and their locations are conceptual and have not yet been finally determined; accordingly, all obligations of the City in this term sheet (and in any resulting Development Agreement) shall be contingent upon the parties mutually agreeing in the future on placement of the roadways, with the goal of eliminating entirely (or minimizing, at the City’s sole election) easements or any other encumbrances in the roadways.

The parties wish to coordinate the improvements for the roadways and utilizes, so that they maximize the development within the Project, but also create a safe and efficient roadway and utility network. It is expected that the Developer shall also convey to the City: (i) upon public acceptance of any roadway, all water, sewer, and/or other utility easements needed to service any roadway conveyed, (ii) as well as any and all water, sewer, or other utility easements needed and/or reasonably requested by the City in relation to providing public water, public sewer, or other such services to the

Developer's properties, subject to approval and acceptance of City Council where required; (iii) any other conveyance or condition as established by the City's Planning Board, subject to approval and acceptance of City Council where required.

4. If, within three years of the date of the LDA, the Developer begins to develop the Project Site, per an approved site plan consistent with the conceptual designed site plan, City agrees to reimburse Developer for the cost to complete the Public Improvements in phases, as portions of the private development are completed and pay real estate taxes to the City. Developer will incur all costs necessary to build approved infrastructure. This work will be completed and property taxes will be paid to the City, before any reimbursement is due to Developer. The City intends to utilize bond financing for reimbursement costs. The annual cost of bonding will be paid for from the property taxes generated by the new development on the Project Site. The annual tax revenue shall be 1.5 annual bond cost. Example: If new development generates \$150,000/year in property tax revenue, the City can finance a bond (to reimburse Developer) which costs \$100,000/year.
5. The Developer shall provide all invoicing and other requested documents to provide justification for the costs of the Public Improvements. The City shall have the right to request pre-construction cost estimates before construction commences. Approval of said cost estimates shall not be unreasonably withheld and any comments shall be provided, in writing, within ten business days.
6. The City shall be under no obligation to reimburse Developer until there are private improvements on the Project Site generating tax revenue. Forty five days after a certificate of occupancy is issued for a building on the Project Site, the Developer shall receive a lump sum reimbursement for the phase completed. This will continue over time, in an amount equal to 66.7 percent of annual tax revenue to be generated from the new development until the Developer has been reimbursed for all costs of the Public Improvements (including soft costs).
 - (i) If a scenario arises where the improvement made to a parcel does not include a building, but economic value (tax assessment, job creation etc) can be documented, a certificate of completion shall be issued and shall equal a certificate of occupancy as outlined above.
 - (ii) It is expected that during the forty five day window after a certificate of occupancy, the Developer shall publicly dedicate and convey the fee interest in any right of way by warranty deed along with any related easements or other property rights necessary. Failure to do so, without a mutual extension may delay reimburse payment.
7. Once this term sheet is accepted, approved, and signed off on by Chad Kageleiry, representing the Developer, and the City Manager, the parties will work in good faith to formalize this term sheet within a comprehensive Development Agreement, which may contain additional terms deemed necessary or advisable by the parties. Any resulting Development Agreement will supersede this term sheet.
8. On _____, the City Manager obtained approval from the City Council to execute this term sheet and a Development Agreement consistent with the terms and conditions of this term sheet. Any terms or conditions in the Development Agreement that represent changes or additions to the terms and conditions in this term sheet shall be subject to the consent and approval of the City, acting by and through its City Manager and the Developer. Changes or additions considered material by the City Manager, in the City Manager's sole discretion, shall require the approval by the City Council.
9. Nothing within this term sheet or any resulting Development Agreement shall in any way constitute or imply a required approval by the City Council or any City board, department, office, agency, or employee. Nothing within this term sheet or any resulting Development Agreement shall in any way relieve any of the parties from going through all required process and obtaining all required approvals

from the City Council or any City board, department, office, agency, or employee, including but not limited to land use approvals, requirements for the provision of public utilities or services, or any other administrative, judicial, quasi-judicial, or legislative action.

ACKNOWLEDGEMENT

Negotiated in good faith and accepted by the undersigned on February ____, 2022.

CITY OF DOVER

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

DEVELOPER

TERRA NOVA, LLC AND WESTFIELD, LLC

By: Chad Kageleiry, Manager