



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 10, 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 9 BOARDS, COMMISSIONS AND COMMITTEES,
SECTION 12 – SOLID WASTE ADVISORY COMMISSION
SECTION 1 – ESTABLISHMENT; GENERAL PROVISION
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. July 27, 2022 – Joint Workshop Session with the School Board**
- B. July 27, 2022 – Regular Meeting**

- 11. MAYOR'S REPORT**

- 12. UNFINISHED BUSINESS**

- A. ORDINANCES IN THE 2nd READING**

- 1. CHAPTER 9 BOARDS, COMMISSIONS AND COMMITTEES,
SECTION 12 – SOLID WASTE ADVISORY COMMISSION
SECTION 1 – ESTABLISHMENT; GENERAL PROVISION
SPONSORED BY MAYOR CARRIER BY REQUEST**

- 2. ORDINANCES IN THE 3RD READING**

- 3. RESOLUTIONS**

- 13. NEW BUSINESS**

- A. CONSENT CALENDAR**

- 1. B18003 ENTERPRISE BACKUP SOLUTION LICENSE RENEWAL AND
HARDWARE UPGRADE
SPONSORED BY MAYOR CARRIER BY REQUEST**



CITY OF DOVER

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2. **B22080 AWARD OF BID FOR WINTER CUTTING EDGES**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **B22081 AWARD OF BID FOR PROFESSIONAL CONSULTING SERVICES FOR COMMUNITY WIDE VISIONING PROCESS AND UPDATE MASTER PLAN**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **B22087 AWARD OF BID FOR MEDICAL SUPPLIES**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **B23001 PURCHASE OF FIRE, EMS, AND POLICE PUBLIC SAFETY EQUIPMENT - MA BID PSE01**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **APPROVAL OF PURCHASE AND SALE AGREEMENT BETWEEN THE CITY, THE DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, AND MEZZANINE CATERING, LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
7. **RELEASE OF RESTRICTIVE COVENANT – 16 PROSPECT STREET**
SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

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

B. RESOLUTIONS

1. **APPROVAL OF TRI-CITY AGREEMENT FOR OPERATION OF EMERGENCY WARMING CENTER DURING 2022-2023 WINTER MONTHS**
SPONSORED BY MAYOR CARRIER
2. **APPROVAL AND AUTHORIZATION FOR AMENDED TERMS OF DEVELOPMENT AGREEMENT BETWEEN CITY OF DOVER, TERRA NOVA, LLC AND WESTFIELD, LLC**
(TO BE REFERRED TO A PUBLIC HEARING ON AUGUST 24, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **2022 CITY MANAGER EVALUATION**
SPONSORED BY MAYOR CARRIER



CITY OF DOVER

CITY COUNCIL - AGENDA

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Meeting Date: **Wednesday, August 10, 2022**
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C. ORDINANCES IN 1ST READING

1. **CHAPTER 25 – FINANCIAL MATTERS, SECTIONS 2, 3, 4, and 5**
(TO BE REFERRED TO A PUBLIC HEARING ON AUGUST 24, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **CHAPTER 170 – ZONING, SECTIONS 6, 8, 12, 20, and 32**
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 14, 2022.)
SPONSORED BY COUNCILOR CULLEN AS PLANNING BOARD
REPRESENTATIVE

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN

CITY MANAGER'S REPORT

August 10, 2022

Reporting On:
July 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 July 2022:

	For Month	FY23	FY22	FY21	FY20	FY19
Legal Matters/Questions Handled	78	78	790	703	466	342
Review Existing Legal Contracts & Draft Memo	14	14	161	-	-	-
Legal Contracts/Memo Created	13	13	214	350	256	269
Right to Know Requests Processed	4	4	78	51	49	41
Resolutions	8	8	74	73	75	53
Ordinances	2	2	24	19	10	18
Leases	0	0	13	-	-	-
Primex Auto Claims Handled	5	5	46	-	-	-
Primex Liability Claims Handled	6	6	70	-	-	-
Primex Property Claims Handled	3	3	68	-	-	-

Right to Know Requests

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

- Ohm Analytics – Residential and Commercial Solar Permits from 4/1/22 to 6/30/22
- Apex Companies – 887B Central Avenue Environmental permit request
- Jamie Lajoie – Police internal investigation regarding a child welfare check
- Data Research – Request for SAU employee information
- Partners Engineering & Science – 105 Durham Road request for any open building, fire violations

Assistance to City Departments

City Council & City Boards	Attention to resolutions and ordinances as needed or requested by City Council or individual members thereof.
Community Services	Assistance with drafting a template volunteer agreement, which is expected to assist with volunteerism; assistance with certain procurements; assistance with code enforcement issues; assistance with proposed tower lease; assistance with Great Bay matters; assistance with potentially hazardous trees; assistance with drinking water quality issues; assistance with driveway permit enforcement issues; assistance with water/sewer questions; assistance with labor question.
Executive	Assistance with proposed new development agreement, which includes enhancement of affordable housing; assistance with several proposed purchase/sale agreements.
Finance	Assist with ordinance amending budget process; track and file City claims with Primex; assistance with bankruptcy matters; assistance with collection efforts and possible tax deeding; assistance with numerous procurements for Fiscal Year rollover; assistance with legal research for assessing matters; assistance with review of potential affirmative claims; assistance with election-related inquiries
Fire & Rescue	Review contracts; assistance with code enforcement research and process.
Planning	Assistance with waterfront project through amendment to development agreement as well as contract drafting for procurement of public improvement contractor; Assistance with plan review questions; assistance with acquisition of easements; assistance with zoning board applications; assistance with code enforcement matters; assistance with lot restoration request; assistance with parliamentary inquiry.
Police	Assistance with Right to Know inquiries; assistance with compliance inquiry; assistance with permitting.
Public Library	No assistance required.
Public Welfare	Assistance with lien review.
Recreation	Assistance with compliance inquiries; assistance with payoff of existing due-on-sale mortgage in favor of City.
School	Assistance with RSA 91-A requests; assistance with contract review; assistance with compliance questions; assistance with new legislation; assistance with Charter review inquiry.

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. For clarification, the list below does not include bankruptcy filings or cases filed under seal.

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

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

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

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

-Stergiou et. al. v. City of Dover - Planning Board appeal filed in August 2020 by certain abutters. The City accepted service in September 2020. This case was dismissed on jurisdictional grounds. An appeal to New Hampshire Supreme Court has been filed by the intervening abutter. The appeal is in the briefing stage. The appellants filed their brief in September 2021. The City has filed a memorandum of law stating its position in the appeal. The plaintiffs before the trial court filed no brief. Oral argument was held in January 2022 before the New Hampshire Supreme Court. Final appeal decision issued July 21, 2022. Case is expected to be remanded to the Strafford County Superior Court with instructions to dismiss.

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

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

-Petition of City of Dover & a (House Redistricting) - On July 26, 2022, a complaint was filed with the Strafford County Superior Court. The defendants have not yet been served (or accepted service).

Business Development

by Christopher Parker, Deputy City Manager

Month	Businesses Reached Out for Assistance	Business Visitations Performed	Businesses Connected to Business Assistance Resources	Businesses Opened	New Businesses Contacted to Locate in Dover
March 2022	15	16	07	00	03
April 2022	19	20	12	02	05
May 2022	25	24	00	05	07
June 2022	19	31	00	05	06
July 2022	38	20	29	00	00

New Business / Commercial Development / Downtown Updates

- ★ Westfield/Terra Nova LDA: The Agreement is close to completion laying out the industrial/manufacturing uses and the residential/non-residential uses on the two parcels. When the concept is completed, it will be presented to the Dover Business & Industrial Development Authority (DBIDA) before the site plan goes to the Planning Board.
- ★ Weave Filtration: The Company has been working on its engineering plans for site plan approval at Enterprise Park. They have submitted plans for technical review.
- ★ Dover Main Street hosted a successful promotional event for "Dover Restaurant Week" from July 10th-24th. The organization gave out over \$1,000 in Dover restaurant gift cards to participants who posted photos of dining out in Dover over the two-week period.
- ★ The Cochecho Arts Festival started on July 7th, and partnered with the Children's Museum to add "Concerts on the Patio". Concert-goers now have an option to enjoy concerts overlooking the Rotary Arts Pavilion.
- ★ Several new fit-outs are underway for new businesses that are anticipating opening their doors in early fall, including restaurants & retail.

Waterfront - Update:

- 🚧 Waterfront/Shoreland Stabilization/Site Preparation:
 - Business Development and Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Committee in its pursuit of developing the City's River Street parcel. Project Manager Bird had four online meetings during July with staff from Horsley Witten to review the status of state and federal permitting and discuss site plan updates to prepare for bid process.
 - Project Manager Bird:
 - Held online meetings on July 3, 13, 20 & 27 with Horsley-Witten and Ironwood to discuss various waterfront issues.
 - Held an online meeting on July 1 with City Engineer Mavrogeorge, City Attorney, Deputy Finance Director, Horsley Witten, and Ironwood to discuss bid documents.

- Attended online meetings on July 1 and 7 for discussions on how to handle the park building in the bid process with Horsley Witten, Ironwood and Union Studio.
- Held online meeting on July 6 with City Engineer Mavrogeorge and Horsley Witten staff to discuss sewer line designs.
- Met with the Deputy City Manager three times during July to provide project updates.
- Attended online meetings on July 7 and 21 with City Engineer Mavrogeorge, Horsley Witten, Cathartes and Tighe & Bond to discuss construction coordination.
- Had a phone call on July 11 with CWDAC chair to discuss upcoming CWDAC meeting.
- Met at the waterfront on July 11 with the Recreation Director and LWCF staff to conduct a site visit in preparation for preparing a grant application.
- Attended an online coordination meeting on July 13 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 July 13 to discuss fire hydrant locations with Building Official, Community Services staff, Horsley Witten, and Ironwood.
- Attended the July 13 City Council meeting to speak to a resolution authoring a payment to the State for wetlands mitigation.
- Held online meeting on July 18 to discuss amendments to the LDA with Cathartes, their attorney, the City Attorney and the Deputy City Manager.
- Spoke with Assistant City Planner Bassigio on July 19 to coordinate updates to the waterfront page on the City web site.
- Held an online meeting on July 26 with City Engineer Mavrogeorge, City Attorney, and Deputy Finance Director to discuss bid documents amendments.
- Held an online meeting on July 29 with Assistant City Engineer DeGrace, Horsley Witten, and Wright-Pierce to discuss River Street pump station issues.

Economic Activity

- ✚ July proved to be a challenging month for many local businesses as hiring challenges and high product and utility costs persisted. Some restaurant and retail businesses decided to take differentiating weeks this month to close their doors and allow for rest and recuperation for both staff and owners.
- ✚ The housing market is seeing a slowdown due to rising inflation, high housing costs, and increasing mortgage interest rates. This has exacerbated affordability challenges and decreased demand. Housing inventory is up slightly from this time last year.
- ✚ The travel & tourism sector is reporting a rebound to near pre-pandemic levels, with many local area hotels booked throughout the late summer and fall months.
- ✚ Manufacturers had mixed results, yielding modest revenue gains, while software & IT sectors saw robust gains from the previous year.

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

<i>Economic Metrics</i>	Dover Labor Force	Dover Unemployment Rate	Median Home Sales-Single Family	Average Days on Market
February 2021	18,540	2.90%	\$324,145	33
February 2022	18,600	2.10%	\$372,500	31
March 2021	18,570	3.00%	\$324,400	38
March 2022	18,730	2.10%	\$390,000	20
April 2021	18,410	2.50%	\$327,200	34
April 2022	18,380	2.10%	\$420,000	21
May 2021	18,510	2.20%	\$364,900	18
May 2022	18,480	1.70%	\$414,500	12
June 2021	18,250	2.80%	\$378,000	16
June 2022	18,540	1.70%	\$435,000	11

Housing metrics obtained from NHAR-Stafford County.

Parking Division

June	Jun-22	Jun-21	Jun-20	Fiscal YTD 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019
Meter Activity - Total							
Meter Transactions	45,623	39,715	23,567	485,571	385,006	442,999	466,721
Income from Meters	\$84,463	\$75,451	\$43,971	\$911,476	\$676,715	\$836,199	\$648,806
Active Meter Days	26	26	26	301	302	292	249
Average Daily Meter Transactions	1,715	1,528	906	1,613	1,275	1,517	1,874
Meter Activity - Parking Garage							
Meter Transactions	2,552	2,402	1,080	31,151	11,463	36,219	34,749
Income from Meters	\$7,068	\$6,835	\$3,056	\$89,464	\$62,637	\$88,142	\$61,468
Active Meter Days	26	26	26	301	302	292	249
Average Daily Meter Transactions	98	92	42	103	74	124	148
Parking Permit Activity							
Total Parking Permits Issued	753	774	633	9,232	8,756	6,809	6,767
Residential Permits Issued	32	40	35	420	473	441	637
Business Permits Issued	721	734	598	8,812	8,283	6,499	6,130
Permit Income	\$16,095	\$20,325	\$21,889	\$344,367	\$265,168	\$246,485	\$232,682
Parking Ticket Activity							
Total Parking Tickets Issued	575	572	434	8,460	6,588	7,835	8,188
Accessible Space Tickets Issued	5	3	2	41	21	72	141
Winter Restriction Tickets Issued	0	0	0	495	486	186	331
Parking Ticket Income	\$18,310	\$16,390	\$13,800	\$197,012	\$160,519	\$180,148	\$168,062
Electric Vehicle Charging Stations							
Number of times Stations Used	38	16	8	316	100	233	not captured
Charging Station Income	\$338	\$82	\$21	\$2,660	\$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
June 2021	3,245	3,513	1,157	261
July 2021	3,274	3,717	1,203	255
August 2021	3,210	3,799	1,275	368
September 2021	3,191	3,165	1,144	338
October 2021	3,356	3,082	1,254	318
November 2021	3,357	3,030	1,268	234
December 2021	4,078	3,122	1,234	134
January 2022	2,970	2,327	788	91
February 2022	3,030	2,615	1,132	109
March 2022	4,065	3,460	1,418	117
April 2022	4,039	3,620	1,472	156
May 2022	3,251	3,497	1,156	162
June 2022	2,336	3,587	834	153

J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

JOINT MEETING OF CITY COUNCIL AND SCHOOL BOARD - MINUTES

Meeting Type: Workshop Session
Meeting Location: City Hall, Council Conference Room
Meeting Date: **Wednesday, July 27, 2022**
Meeting Time: **6:00 pm**

1. CALL TO ORDER

2. ROLL CALL ATTENDANCE

City Council Present: Mayor Carrier, Deputy Mayor Shanahan, Councilor Cullen, Councilor Hackett, Councilor Muffett-Lipinski, Councilor Thibodeaux, and Councilor Williams. Councilor Nemeth arrived at 6:28 pm.

School Board Members Present: Chairperson Carolyn Mebert, Jessica Rozzo, Michelle Clancy, Micaela Demeter, Maggie Fogarty, and Robin Trefethen.

Absent: Councilor Hinkel and School Board Member Kathleen Morrison.

Also Present: City Manager Joyal, Finance Director Lynch, City Attorney Wyatt, City Clerk Mistretta, Superintendent Harbron, and Business Administrator Limanni.

3. 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 present to speak, closed the Public Forum.

4. DISCUSSIONS

A. PROPOSED BUDGET ADOPTION DATE CHANGE

B. CAPITAL IMPROVEMENTS PLAN UPDATE

City Manager Joyal gave an overview of the proposed budget adoption date changes. (Four handouts have been archived with these minutes.)

5. ADJOURNMENT

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



CITY OF DOVER

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Meeting Date: **Wednesday, July 27, 2022**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Hackett led the Pledge of Allegiance

4. ROLL CALL ATTENDANCE

Present: Mayor Carrier, Deputy Mayor Shanahan, Councilor 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

Mayor Carrier read a proclamation for the Dover 11U All Star Baseball Team.

6. APPROVAL OF AGENDA

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

Vote: 9/0.

7. PUBLIC HEARINGS

A. AUTHORIZATION TO ACCEPT AND EXPEND NH DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH ON BEHALF OF THE GOVERNOR'S COMMISSION ON ALCOHOL AND OTHER DRUGS GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)

SPONSORED BY MAYOR CARRIER BY REQUEST

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

B. AUTHORIZATION TO ACCEPT AND EXPEND THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION - OFFICE OF HIGHWAY SAFETY EQUIPMENT GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)

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.

Jeremiah Dickinson, 1 Hull Avenue: He spoke in favor of Item 13.B.3.

Richard Mikulis, 60 Pointe Place, #209, Graffiti Management Committee Chairperson, : He spoke in favor of Item 13.A.2.

Jocelyn Toffic, Avalon North in Dover: She spoke in favor of Item 13.B.3.

Ashly Seeliger, 30 Baker Street: She spoke in favor of Item 13.B.3.

Cora Quisumbing-King, 40 Sandpiper Drive: She spoke in favor of Item 13.B.3.



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Patricia J. Whitney, 75 Crown Point Drive: She spoke in favor of Item 13.B.3.

Jeffrey Warach, 120 Silver Street: He spoke in favor of Item 13.B.3.

Mary Hebbard, 97 Spruce Lane: She discussed her problems with Item 13.B.3.. She said this is not the job of the Council.

James Verschueren, 102B Sixth Street: He spoke in favor of Item 13.B.3.

Sherry Frost, 103 Mast Road: She spoke in favor of Item 13.B.3.

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

Deputy Mayor Shanahan moved to suspend the rules and moved Item 13.B.3. to this point on the Agenda; seconded by Councilor Williams.

Roll Call Vote: 9/0.

Deputy Mayor Shanahan moved for the adoption of Item 13.B.3.; seconded by Councilor Muffett-Lipinski.

Councilor Hinkel gave an overview of the Resolution to the Council.

Roll Call Vote: 9/0.

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing. He highlighted a few items with the Council.

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

Vote: 9/0.

10. APPROVAL OF MINUTES

A. July 13, 2022 – Regular Meeting

Deputy Mayor Shanahan moved to approve the Minutes; seconded by Councilor Muffett-Lipinski. Councilor Nemeth referred to the July 13, 2022 Minutes, Council Matters of Interest and said the date should state July 1, 2022.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor introduced the Kevin McEneaney of the Dover 400th Anniversary Committee to speak to the Council.

Mr. McEneaney gave the Council a PowerPoint presentation of the plans to celebrate Dover 400th. (Presentation has been archived with these minutes.)

Mayor Carrier appointed Deputy Mayor Shanahan and Councilor Williams to serve on the Master Plan Visioning Chapter.

Deputy Mayor Shanahan moved to accept the Mayor's Report; seconded by Councilor Hinkel.

Vote: 9/0.



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CITY COUNCIL - MINUTES

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12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

- 1. AUTHORIZATION TO ACCEPT AND EXPEND NH DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH ON BEHALF OF THE GOVERNOR'S COMMISSION ON ALCOHOL AND OTHER DRUGS GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
SPONSORED BY MAYOR CARRIER BY REQUEST

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

- 2. AUTHORIZATION TO ACCEPT AND EXPEND THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION - OFFICE OF HIGHWAY SAFETY EQUIPMENT GRANT (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)**
SPONSORED BY MAYOR CARRIER BY REQUEST

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

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. B22083 AWARD OF BID TO NEW ENGLAND VEHICLE OUTFITTERS FOR PUBLIC SAFETY VEHICLE EQUIPMENT REMOVAL AND INSTALLATION**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 2. APPROVAL OF THE OPERATIONAL RULES FOR THE AD-HOC COMMITTEE FOR GRAFFITI MANAGEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 3. APPROVAL OF LOT LINE RESTORATION FOR 2 HILTON ROAD (TAX MAP L, LOT 59)**
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, July 27, 2022**
Meeting Time: **7:00 pm**

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 (Thibodeaux)
7. Collaborative City Council and School Board (M-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. Transportation Advisory Commission (Williams)
23. Waterfront TIF Advisory Board (Shanahan)
24. Joint Building Committee – DHS (Carrier)
25. **COAST (Shanahan)**
26. Coheco Waterfront Development Advisory Committee (Carrier)
27. Dover Main Street (Carrier)
28. Strafford Regional Planning Commission (Williams)
29. Government Affairs (Carrier)

Deputy Mayor Shanahan moved for the adoption of the Consent Calendar; seconded by Councilor Muffett-Lipinski.
Roll Call Vote: 9/0.

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

Councilor Williams gave an overview of the Appointments Committee Report to the Council and recommended the following appointments:

Dorothy Wagner – Ward 2 Moderator

Gary Gilmore – reappointed to the Solid Waste Advisory Commission.

Deputy Mayor Shanahan moved to accept the Appointments Committee Report; seconded by Councilor Hackett.

Vote: 9/0.

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

Mayor Carrier mentioned the polling place for Ward 2 is now the Dover Ice Arena and asked the City Clerk to elaborate on it.

City Clerk Mistretta said she had set up the polling place with the help of Facility & Grounds to confirm that it will work well, was handicapped assessable, and supplied adequate parking.

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

Chairperson, Bill Baber, gave an overview of a few projects the Commission is working on at this time.

Mayor Carrier asked for a vote to accept the Energy Commission Report.

Vote: 9/0.

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, July 27, 2022**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

**1. B23003 PURCHASE OF TWO AMBULANCES TO ROLAND B. MORIN DBA SUGARLOAF AMBULANCE RESCUE VEHICLES
SPONSORED BY MAYOR CARRIER BY REQUEST**

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

**2. B23004 PURCHASE OF DIRECT REPLACEMENT ULTRAVIOLET DISINFECTION EQUIPMENT FROM TROJAN TECHNOLOGIES
SPONSORED BY MAYOR CARRIER BY REQUEST**

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

**3. CONDEMNING RACIAL AND RELIGIOUS SUPREMACIST ACTIVITIES
SPONSORED BY COUNCILOR HINKEL**

Agenda was moved up on the Agenda to follow Public Forum.

C. ORDINANCES IN 1ST READING

**1. CHAPTER 9 BOARDS, COMMISSIONS AND COMMITTEES,
SECTION 12 – SOLID WASTE ADVISORY COMMISSION
SECTION 1 – ESTABLISHMENT; GENERAL PROVISION
(TO BE REFERRED TO A PUBLIC HEARING ON AUGUST 10, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Shanahan moved to refer to a Public Hearing on August 10, 2022;
seconded by Councilor Thibodeaux.
Vote: 9/0.

14. COUNCIL CORRESPONDENCE

- A. Letter from NH Lottery dated July 15, 2022.**
- B. Petition dated July 27, 2022.**

Mayor Carrier asked for a vote to place the correspondence on file.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, July 27, 2022**
Meeting Time: **7:00 pm**

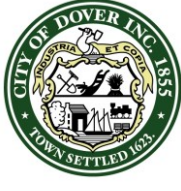
15. COUNCIL MATTERS OF INTEREST

Mayor Carrier talked about the upcoming City Manager's evaluation meeting on August 3, 2022.

Councilor Nemeth talked about the Racial Equity and Inclusion Committee as a forum for people to come speak. She talked about the need for people to be sensitive to people with PTSD and the affects of fireworks.

16. ADJOURN

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

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 12.A.1. Ordinance Number: O – 2022.07.27 – 008 Ordinance Title: Boards, Commissions and Committees Chapter: 9 Section: 12 – Solid Waste Advisory Commission 1 – Establishment; general provisions	

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to update the membership provisions and name of what is currently the Solid Waste Advisory Commission. Pursuant to this ordinance that public body's name shall change to "Solid Waste Advisory Committee."

2. AMENDMENT

Chapter 9 entitled "Boards, Commissions and Committees" is hereby amended by revising Section 9-12 "Solid Waste Advisory Commission" as follows:

a. THE FOLLOWING ARE AMENDED:

§ 9-12 Solid Waste Advisory ~~Commission~~ Committee.

A. Membership. The Solid Waste Advisory ~~Commission~~ Committee shall consist of five members and ~~two~~ three alternates, appointed by the City Council. Additionally, there shall also be an ex officio nonvoting member of the City Council who shall be nominated by the Mayor and appointed by the City Council to serve for the duration of his/her Council term.

B. Terms of members. Members shall be appointed to terms of three years.

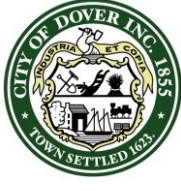
C. Authority and duties. The Solid Waste Advisory ~~Commission~~ Committee shall perform the following functions:

- (1) Meet at least quarterly and more often as circumstances may require.
- (2) Study, consider and recommend to the City Council and the City Manager, or designee, general policies for provision of solid waste and recycling programs and facilities.
- (3) Serve to collect factual information and citizen/property owner input as necessary to determine policy recommendations.
- (4) Review the management and charges of the Bag and Tag Program annually and periodically recommend to the City Council necessary revisions to reflect the actual operation and cost.

3. AMENDMENT

Chapter 9 entitled "Boards, Commissions and Committees" is hereby amended by revising Section 9-1 "Establishment; general provisions", subsection A, as follows:

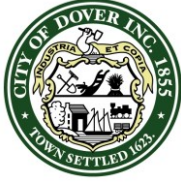
a. THE FOLLOWING ARE AMENDED:

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 12.A.1. Ordinance Number: O – 2022.07.27 – 008 Ordinance Title: Boards, Commissions and Committees Chapter: 9 Section: 12 – Solid Waste Advisory Commission 1 – Establishment; general provisions
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§ 9-1 Establishment; general provisions.

A. There shall be the following boards, commissions and committees in the City of Dover:

- (1) Board of Health.
- (2) Cemetery Board.
- (3) Library Board of Trustees.
- (4) Recreation Advisory Board.
- (5) Dover Arena Commission.
- (6) Personnel Advisory Board.
- (7) Planning Board.
- (8) Dover Utilities Commission.
- (9) Zoning Board of Adjustment.
- (10) Trustees of the Trust Funds.
- (11) Solid Waste Advisory ~~Commission~~Committee.
- (12) Dover Arts Commission.
- (13) Transportation Advisory Commission.
- (14) (Reserved)
- (15) Dover Business and Industrial Development Authority.
- (16) McConnell Center Advisory Committee.
- (17) Parking Commission.
- (18) Conservation Commission.
- (19) Dover Pools Advisory Committee.
- (20) Dover Housing Authority.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 12.A.1. Ordinance Number: O – 2022.07.27 – 008 Ordinance Title: Boards, Commissions and Committees Chapter: 9 Section: 12 – Solid Waste Advisory Commission 1 – Establishment; general provisions
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- (21) Energy Commission.
- (22) Downtown Dover Tax Increment Finance Advisory Board.
- (23) Waterfront Tax Increment Finance Advisory Board.
- (24) Heritage Commission.
- (25) Licensing Board.
- (26) Ethics Commission.

4. TAKES EFFECT

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

REQUIRES PUBLIC HEARING

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: 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.A.1. Ordinance Number: O – 2022.07.27 – 008 Ordinance Title: Boards, Commissions and Committees Chapter: 9 Section: 12 – Solid Waste Advisory Commission 1 – Establishment; general provisions	

DOCUMENT HISTORY:

First Reading Date: 07/27/2022	Public Hearing Date: 08/10/2022
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:

The City’s Solid Waste Advisory Commission has experienced recent difficulties having public meetings due to lack of a quorum. This ordinance is intended to adjust the membership and better enable meetings enable with the addition of one alternate member. In addition, this ordinance updates the name of the public body to the “Solid Waste Advisory Committee”, which occurs in two sections of Chapter 9.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.08.10 – 166**
Resolution Re: B18003 Enterprise Backup Solution License Renewal and Hardware Upgrade

WHEREAS: A Sealed Request for Bid B18003 was issued and received for an Enterprise Backup Solution on August 22, 2017 at 2:30 pm; and

WHEREAS: Seven bid replies were received and evaluated by city personnel. The proposal deemed most advantageous to the city was submitted Systems Engineering of Portland ME which was approved via Resolution R-2017.11.08-160 to award to Systems Engineering in the amount of \$85,422.36; and

WHEREAS: The agreement entered into was for five years with option to extend another five terms. The term is up in November 2022 and the city received an updated proposal for updating back up servers and licensing costs in the total amount of \$107,865.92 and it is the recommendation to continue with Systems Engineering of Portland ME; and

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Systems Engineering of Portland ME for an Enterprise Backup Solution at updated rates in the amount of \$107,862.92 provided in conjunction with Bid B18003. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
2110.1.190.41991.4745.01150.00	ARPA Computers & Equipment	127,400.00	127,400.00

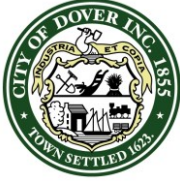
AUTHORIZATION

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 – 2022.08.10 – 166**
Resolution Re: B18003 Enterprise Backup Solution License Renewal and Hardware 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.1.

Resolution Number: **R – 2022.08.10 – 166**
Resolution Re: B18003 Enterprise Backup Solution License Renewal and Hardware Upgrade

RESOLUTION BACKGROUND MATERIAL:

The vendor will provide City of Dover, NH with an affordable, redundant, and economically viable solution for backup and recovery of mission critical documents, applications, and servers. This solution is to be turnkey including all hardware, software, and licenses, support and documentation included in proposal and implementation. The successful bidder will configure the backup solution, and provide training to the City of Dover IT Staff to insure the secure and successful operation of said solution. The solution must include licensing, support and maintenance costs for five (5) years with the option to renew in five (5) years. The solution must anticipate 25% data growth over the next (5) years.

Historically, the City of Dover has used Veritas / Symantec Backup Exec solution. While functioning in a reliable manner, our current backup solution is nine (9) years old.

This solution will provide for centralized backup of all municipal data as well as automated replication to a second municipal site's secured storage location. The solution will also offer long term archival on tape as needed. The solution supports the industry standard 3-2-1 backup strategy, to have at least three copies of your data, stored on two different media sets with one backup copy stored offsite.

Bid Information:

A Sealed Request for Bid B18003 was issued and received for an Enterprise Backup Solution on August 22, 2017 at 2:30 pm. Updated Proposal received July 27, 2022

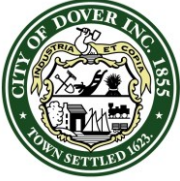
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	198	Number of Responses:	7
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Complete	Estimated Delivery:	As needed
Recommended Award to:	Systems Engineering	Fund:	ARPA
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B18003 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R - 2022.07.27 – 167**

Resolution Re: B22080 Award of Bid for Winter Cutting Edges

WHEREAS: A sealed Request for Bid #B22080 was issued and received for Winter Cutting Edges on July 12, 2022 at 2:00 p.m.; and

WHEREAS: The request contained a list of most commonly used cutting edge blades and associated hardware for various snow removal equipment in the city inventory; and

WHEREAS: The city received five replies, (some offering pricing on all items and some offering only a select few items) and the offer deemed most advantageous came from Jordan Equipment of Pembroke NH. The city currently utilizes this vendor for other work throughout the city. It is the recommendation to award project to Jordan Equipment in the amount of \$37,856.50; and

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

The Purchasing Agent is hereby authorized to issue a purchase order to Jordan Equipment for Winter Cutting Edges at rates provided in conjunction with B22080. The City Manager, or designee, is hereby authorized to contract with the vendor consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43125.4681.00000	Snow Removal minor Equipment	28,857.00	22,857.00
1000.1.300.43125.4654.00000	Snow Removal Maint Supplies	15,000.00	15,000.00

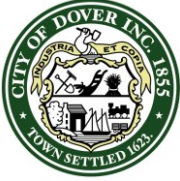
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R - 2022.07.27 – 167**

Resolution Re: B22080 Award of Bid for Winter Cutting Edges

DOCUMENT HISTORY:

First Reading Date:

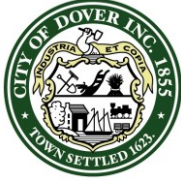
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.2. Resolution Number: R - 2022.07.27 – 167 Resolution Re: B22080 Award of Bid for Winter Cutting Edges
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RESOLUTION BACKGROUND MATERIAL:

The List of items include:

- Item A: Carbide Blades 3/4” thick, 6” wide, 12” standard highway punch
- Item B: Cover Blades 5/8” thick, 6” wide, 12” standard highway punch
- Item C: Bobcat Bucket, Plow, Snow Blower Blades (All to be Bobcat specs.)
- Item D: Craig Bucket Edges (all to be 1 1/2” thick)
- Item E: Backhoe Bucket Edges (all to be 1” thick)
- Item F: Plow Shoes, Curb Shoes
- Item G: Plow Bolts, Ny-Lock Nuts (GR8 ONLY)

Bid Information:

A sealed Request for Proposal #B22080 was issued and received for Winter Cutting Edges on July 12, 2022 at 2:00 p.m.

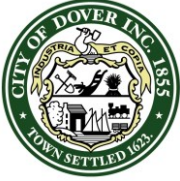
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	150	Number of Responses:	5
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	asap
Recommended Award to:	Jordan Equipment	Fund:	GF
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000

[B22080 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2022.08.10 – 168**
Resolution Re: B22081 Award of Bid Professional Consulting Services for
Community Wide Visioning Process and Update Master
Plan

WHEREAS: A sealed Request for Proposal #B22081 was issued and received for Professional Consulting Services for Community Wide Visioning Process and Update Master Plan on June 29, 2022 at 2:00 p.m.; and

WHEREAS: The scope of work requires the consultant to work with community members, the City, school district, businesses, and other community organizations to prepare a complete community vision and subsequent scope of work for a comprehensive master planning process; and

WHEREAS: The city received one reply, which came from Resilience Planning and Design, LLC. The city has utilized this vendor for other work within the city. It is the recommendation to award project to Resilience Planning and Design in the amount of \$34,980.00; and

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

The Purchasing Agent is hereby authorized to issue a purchase order to Resilience Planning and Design, LLC of Plymouth NH for Professional Consulting Services for Community Wide Visioning Process and Update Master Plan in the amount of \$34,980.00. The City Manager, or designee, is hereby authorized to contract with the vendor consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.180.41910.4339.00000	Planning - Consulting Services	40,000.00	40,000.00

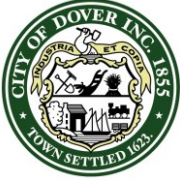
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2022.08.10 – 168**
Resolution Re: B22081 Award of Bid Professional Consulting Services for
Community Wide Visioning Process and Update Master
Plan

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 - 2022.08.10 – 168 Resolution Re: B22081 Award of Bid Professional Consulting Services for Community Wide Visioning Process and Update Master Plan

RESOLUTION BACKGROUND MATERIAL:

The City of Dover intends to complete a community-wide visioning process to be included as part of its comprehensive master planning process, with an anticipated timeline of completion of no longer than 8 months. The visioning process must include extensive, diverse, and effective engagement of the public including, underserved populations, and other key stakeholders within the community.

The intended visioning process outcomes include:

- Identifying and analyzing emerging trends and community issues.
- Articulation of core community values.
- Review and possible update of a “core-values” statement.
- Development of a general community-wide vision based on the community’s identified core values.
- Creation of a scope of work to incorporate the visioning process into the comprehensive master planning process in order to implement the vision and define a method to revisit and update the vision and overall master plan.

Bid Information:

Request for Proposal #B22081 was issued and received June 29, 2022

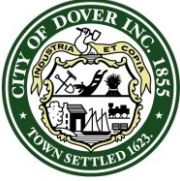
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	203	Number of Responses:	1
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	May 2023
Recommended Award to:	Resilience Planning & Design, LLC	Fund:	GF
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B22081 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2022.08.10 – 169**
Resolution Re: B22087 Award of Bid for Medical Supplies

- WHEREAS: A sealed Request for Proposal #B22087 was issued and received for Medical Supplies on an as needed basis on July 13, 2022 at 2:30 p.m.; and
- WHEREAS: The city provided a list of supplies commonly used and estimated quantities; and
- WHEREAS: The city received eight replies (some offering pricing on all items and some offering only a select few items) and the offers deemed most advantageous came from Boundtree Medical Supplies and Henry Schein Medical. The city currently utilizes both of these vendors for supplies and has had great success getting items when needed and on time at bid pricing. It is the recommendation to award to both vendors for as needed medical supplies; and

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

The Purchasing Agent is hereby authorized to issue a purchase order to Boundtree Medical Supplies and Henry Schein Medical in conjunction with B22087 bid pricing. The City Manager, or designee, is hereby authorized to contract with the vendor consistent with the Purchase Order authorized herein.

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

Financing			
Account	Description	Appropriation	Balance
1000.1.220.42220.4635.00000	F&R Medical Supplies	55,000.00	50,686.00

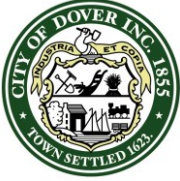
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

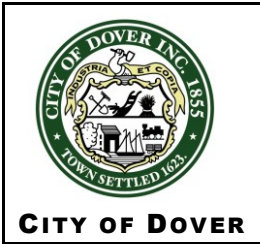
Resolution Number: **R - 2022.08.10 – 169**
Resolution Re: B22087 Award of Bid for Medical Supplies

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2022.08.10 – 169**
Resolution Re: B22087 Award of Bid for Medical Supplies

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, requested pricing information and availability of various medical supplies used by the Dover Fire Department that are to be delivered on an as-needed basis. Pricing shall include delivery to Dover, NH.

This is a blanket bid request for the purchase of miscellaneous medical supplies to be ordered on an as-needed basis only. Items listed in Attachment B: Product List (2022-2023) are commonly used items and may not necessarily be purchased. Other items not on the list may also be purchased as needed. While the City hopes to acquire all items from one vendor, it does reserve the right to split the award between several different vendors if it is financially advantageous to do so.

Pricing shall hold until June 30, 2023. Prices indicated shall be government discounted pricing. Special charges, surcharges or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges (including Delivery) must be built into your bid price at the time of bid.

Bid Information:

A sealed Request for Proposal #B22087 was issued and received for Medical Supplies on an as needed basis on July 13, 2022 at 2:30 p.m.

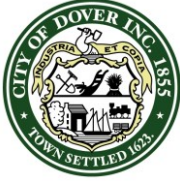
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	111	Number of Responses:	8
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	asap
Recommended Award to:	Boundtree Medical and Henry Schein Inc	Fund:	GF
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase expected to exceed the \$25,000

[B22087 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2022.08.10 – 170**
Resolution Re: B23001 Purchase of Fire, EMS, and Police Public Safety
Equipment - MA Bid PSE01

WHEREAS: The Commonwealth of Massachusetts conducted a bid solicitation for Fire/EMS and Police Public Safety Equipment. Bergeron Protective Clothing LLC of Epsom NH is the distributor of Globe Manufacturing gear and offers volume discounting on specialty items which included turnout gear / equipment and was approved by the Commonwealth of Massachusetts via contract PSE01; and

WHEREAS: The City of Dover Fire & Rescue currently utilizes G-Extreme turnout gear and has had great success with the product. The PSE01 contract also offers a variety of other public safety items such as boots, helmets and gloves. This gear purchase fulfills the previously approved and funded goal of providing protective equipment for the department's newly hired firefighters. The City would like to utilize the Commonwealth of Massachusetts contract, at the volume price discount of manufacturing prices that range at minimum 30% off, through Bergeron Protective Clothing LLC for this and other public safety clothing and equipment needs; and

WHEREAS: Per 5-29B, Exemptions to Competitive Bidding of the Dover Purchasing Procedure, the purchasing agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices, other governmental agencies or cooperative buying groups.

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

The Purchasing Agent is hereby authorized to issue Purchase Orders to Bergeron Protective Clothing, LLC of Epsom NH for as needed clothing and equipment at discounted pricing in conjunction with the MA bid PSE01. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Account	Description	Appropriation	Balance
2110.1.190.41991.4743.01150.00	ARPA Equipment & Machinery	945,000.00	945,000.00

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.5.

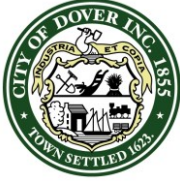
Resolution Number: **R – 2022.08.10 – 170**
Resolution Re: B23001 Purchase of Fire, EMS, and Police Public Safety
Equipment - MA Bid PSE01

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.5.

Resolution Number: **R – 2022.08.10 – 170**
Resolution Re: B23001 Purchase of Fire, EMS, and Police Public Safety
Equipment - MA Bid PSE01

RESOLUTION BACKGROUND MATERIAL:

The City of Dover Fire & Rescue is in the process of hiring eight new firefighters as an initiative to expand its service delivery capacity to meet City of Dover's public safety needs. Upon employment with the City of Dover Fire & Rescue Service, each firefighter is issued Personal Protective Equipment (PPE). PPE is the protective clothing, gear, and equipment used by firefighters when conducting essential job functions such as structural firefighting, wildland firefighting, technical rescue, hazardous materials mitigation, motor vehicle accidents, disentanglement/extricating of persons from vehicles and industrial equipment, among other functions. Structural firefighting PPE, also known as *turn-out gear* is designed to fully encapsulate firefighters enabling them to enter hazardous environments that are classified as *Immediately Dangerous to Life and Health*.

This proposed purchase of structural firefighting PPE meets or exceeds the National Fire Protection Association Standard; (NFPA) Standard 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. NFPA 1971 protects firefighting personnel by establishing minimum levels of protection from thermal, physical, environmental, and bloodborne pathogen hazards encountered during structural and proximity firefighting.

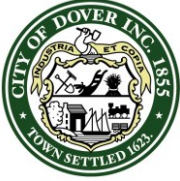
Globe Manufacturing Company, a world-leader of firefighter turn-out gear distributes their products throughout an international fire service market from their main headquarters and manufacturing facility located in Pittsfield, New Hampshire. Bergeron Protective Clothing, LLC, A family-run business has been a distributor of Globe Manufacturing turn-out gear and other fire service PPE for over 40 years from their Epsom, New Hampshire business location.

This proposed purchase will provide the eight new firefighters with the appropriate PPE to fulfill their job functions and will be the same product currently used by all Dover Fire & Rescue personnel.

Award Information:

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

Equipment & Cost Offered



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2022.08.10 – 171**
Resolution Re: **Approval of Purchase and Sale Agreement between the City, the Dover Business and Industrial Development Authority, and Mezzanine Catering, 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: Mezzanine Catering, LLC (“Mezzanine”) offered to purchase a 2.61-acre parcel of real property (Map D, Lot 11-6) at a price of \$60,000 per usable acre; and
- WHEREAS: Thereafter, Mezzanine, the City of Dover, and DBIDA negotiated and entered into a Purchase and Sale Agreement dated as of July 20, 2022; 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 Mezzanine Catering, LLC and dated as of July 20, 2022.

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.6.	
Resolution Number: R - 2022.08.10 – 171 Resolution Re: Approval of Purchase and Sale Agreement between the City, the Dover Business and Industrial Development Authority, and Mezzanine Catering, LLC		

DOCUMENT HISTORY:

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

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

RESOLUTION BACKGROUND MATERIAL:

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

Mezzanine Catering, LLC is a local business that offers catering, personal chef services, and event planning. Mezzanine Catering currently leases space in the McConnell Center.

PURCHASE AND SALE AGREEMENT

by and between

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

And

MEZZANINE CATERING, LLC

Dated as of July 20, 2022

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated as of **July 20, 2022**, and is made by and between **MEZZANINE CATERING, LLC., or Permitted Assignee** (the "Buyer") a limited liability company organized under the laws of the State of New Hampshire with an address at 42 Dover Point Road, Unit 1, Dover, NH 03820, 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 2.61 acre parcel of real property in the City of Dover identified as Map D, Lot 11-6, being a portion 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 11-6, in the area midway along the southerly side of 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.

03820 “*Buyer*” means Mezzanine Catering LLC., 42 Dover Point Road, Unit 1, Dover, NH

“*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 11-6, on Quality Way, 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 10,000 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 Project Phasing.

The parties acknowledge that the Project Plans shall include a build out as shown in Exhibit A. This may include an initial building of approximately 7,500 square feet, along with associated parking, loading areas and stormwater management/utility infrastructure. Within 5 years of receipt of the Certificate of Occupancy, the Buyer shall construct and occupy an expansion of the building of approximately, 2,500 square feet. A notation within the deed shall provide that, unless otherwise re-negotiated, if the Buyer has not constructed the additional space, it agrees to a Payment in Lieu of Taxes (PILOT) on the parcel as if the full 10,000 square foot building has been constructed. Furthermore, the parties acknowledge that 2 years after the issuance of the Certificate of Occupancy the Buyer may approach the Seller to reopen negotiations regarding the expansion and PILOT.

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 11-6SND lot has no development value, and is to be retained by the City, with a notation in the deed and on any plans that there is a relationship between the two parcels. 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 except for Seller's obligation to return the Deposit pursuant to Section 4.01.

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, to be determined by Buyer's engineer/surveyor (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 2 acres, then the Purchase Price shall be \$120,000. 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.

(iii) Covenant to Build or Pay PILOT: The parties acknowledge that the Project Plans shall include a build out as shown in the Concept Plan, including the Initial Building, along with associated parking, loading areas and stormwater management/utility infrastructure. Within five (5) years of receipt of the certificate of occupancy for the Initial Building (the "Expansion Period"), the Buyer (or successor or assigns) hereby agrees that Buyer shall construct and occupy the other phased expansion of the building of approximately 2,500 square feet (the "Expansion"). If the Buyer has not constructed and obtained a certificate of occupancy for the Expansion by the expiration of the Expansion Period, then Buyer (or successor or assigns) agrees to make an annual Payment in Lieu of Taxes ("PILOT") to the City for the unbuilt Expansion on the Parcel (invoiced in addition to normal real estate taxes on the Initial Building), to be calculated according to the City's normal ad valorem property tax assessing as if the Expansion has been constructed and assuming an Expansion of 2,500 square feet of similar quality, construction, nature, and use as the Initial Building ("the Covenant to Build or Pay PILOT"). The City shall not withhold a final certificate of occupancy for the Expansion except in accordance with applicable law. The Covenant to Build or Pay PILOT shall immediately and automatically terminate if and when a final certificate of occupancy is issued for the Expansion. The deed for the Parcel shall expressly recite the Covenant to Build or Pay PILOT. Furthermore, the parties acknowledge that two (2) years after the issuance of the certificate of occupancy for the Initial Building, the Buyer may approach the Seller to reopen negotiations regarding the Expansion and PILOT, provided that any proposed alternative gives substantially equivalent value to the Seller.

The Discounted Repurchase Right, Perpetual ROFR and Covenant to Build or Pay PILOT 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. Notwithstanding any provision herein to the contrary, upon the issuance of a certificate of occupancy for the Project from the City of Dover, the Discounted Repurchase Right and the ROFR shall terminate and be of no further force or effect. Upon the issuance of a certificate of occupancy for a full build out of 10,000 square feet, the Covenant to Build or Pay PILOT shall

terminate and be of no further force or effect.

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.

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 its side of 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 120 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. If Buyer determines any unknown or unsatisfactory conditions or liabilities exist, then Buyer may terminate this Agreement without further obligation or recourse and Seller shall promptly return the Deposit to Buyer. 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, and Seller shall return the Deposit to Buyer. 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, except for Seller's obligation to return the Deposit pursuant to Section 4.01. 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) *Financing.* Buyer intends to secure a construction loan in order to fund the construction of the Project. Buyer's obligations under this Agreement are contingent upon Buyer's ability to obtain a firm commitment for a construction loan upon commercially reasonable terms. If Buyer is unable to obtain such commitment for any reason, then the Buyer shall have the option to terminate this Agreement without recourse or further obligation, and Seller shall return the Deposit to Buyer. Buyer's obligations under this Agreement are further contingent upon an appraisal of the Parcel equaling or exceeding the Purchase Price.

(g) *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: Mezzanine Catering, LLC
42 Dover Point Road, Unit 1,
Dover, NH 03820

and to Buyer's counsel:

Michelle LaCount
Kalil & LaCount
681 Wallis Road
Rye, NH 03870

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 (id) 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.

Dated: _____

July 20, 2012

MEZZANINE CATERING, LLC

By: _____

Name: Sally Cobb

Title: Manager

Duly Authorized



CITY OF DOVER

Dated: _____

By: _____

Name: J. Michael Joyal, Jr.

Title: City Manager

**DOVER BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY**

Dated: _____

By: _____

Name: Scott Johnson

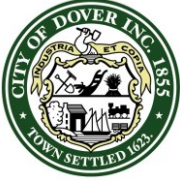
Title: Chair

EXHIBIT A

Concept Plan

{to be attached}

4819-8668-2864, v. 1



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2022.08.10 – 172**
Resolution Re: **Release of Restrictive Covenant - 16 Prospect Street**

WHEREAS: In connection with an application for an Accessory Dwelling Unit Certificate of Use and Certificate of Occupancy for 16 Prospect Street, the owner of 16 Prospect Street filed a Notice of Restriction with the Strafford County of Deeds; and

WHEREAS: 16 Prospect Street is not eligible for an Accessory Dwelling Unit; and

WHEREAS: The Owner and the City now wish to release the Restrictive Covenant on 16 Prospect Street.

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

The City Manager is authorized to negotiate, finalize, and sign a Termination and Release of Restrictive Covenant and to take any necessary steps to record same with the Strafford County Registry of Deeds.

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:

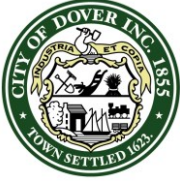
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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		

Document Created by: Legal
Document Posted on: August 4, 2022

R-2022.08.10- Release of Restrictive Covenant – 16
Prospect Street
Page 1 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2022.08.10 – 172**

Resolution Re: **Release of Restrictive Covenant - 16 Prospect Street**

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:

Under Section 170-24 of the City of Dover's Zoning Ordinance, the owners of 16 Prospect Street filed a Notice of Restriction in connection for their application for an Accessory Dwelling Unit Certificate of Use and Certificate of Occupancy. However, 16 Prospect Street is not eligible for an Accessory Dwelling Unit. The owner filed an application for a Transfer to Development Rights permit which was conditionally approved by the Planning Board on Monday June 27, 2022. To move forward the Restrictive Covenant placed on the property for the Accessory Dwelling Unit needs to be released by the City.

Attached is the Notice of Restriction and draft Termination and Release of Restrictive Covenant for reference.

Return to:

City of Dover, ATTN: City Attorney
288 Central Avenue
Dover, NH 03820

TERMINATION AND RELEASE OF RESTRICTIVE COVENANT

THIS TERMINATION AND RELEASE OF RESTRICTIVE COVENANT is made as of the _____ day of _____, 2022, by _____, as owner(s) of the property located at 16 Prospect Street Dover, New Hampshire 03820 (the "Owner") and the City of Dover, New Hampshire, a municipal corporation, having an address of 288 Central Avenue, Dover, New Hampshire 03820 (the "City"), for the express purpose of terminating and forever releasing and discharging the "Restrictive Covenant" (as hereinafter defined).

RECITALS:

WHEREAS, Owner holds title in fee simple in and to the real property in the City of Dover legally described on Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Owner recorded a Notice of Restriction for Accessory Dwelling Unit on September 23, 2021 in the Strafford County Registry of Deeds Book 4957, Page 726 (the "Restrictive Covenant"), against the Property in connection with Owner's plans to develop the Property with an Accessory Dwelling Unit; and

WHEREAS, Property does not qualify for an Accessory Dwelling Unit pursuant to Section 170-24 of the Zoning Ordinance of the City of Dover; and

WHEREAS, the Restrictive Covenant is no longer required pursuant to any regulatory requirement of the City; and

WHEREAS, Owner now desires to terminate the Restrictive Covenant; and

WHEREAS, the City has agreed to consent and allow the termination, release and discharge of the Restrictive Covenant.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, intending to be legally bound, do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Effective as of the date hereof, the Restrictive Covenant is hereby terminated, released and discharged in its entirety; shall be of no further force or effect; and no longer a burden or encumbrance on title to the Property.

[Signatures and notary acknowledgements follow on the next pages]

IN WITNESS WHEREOF, this instrument has been executed as of the ____ day of _____, ____.

Property Owner:

Print Name: _____
Mailing Address:

Property Owner:

Print Name: _____
Mailing Address:

STATE OF NEW HAMPSHIRE
COUTY OF STRAFFORD, ss.

On this _____ day of _____, _____, before me personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/ she executed the same as his/ her free act and deed for the purposes therein contained.

Notary Public/ Justice of the Peace

STATE OF NEW HAMPSHIRE
COUTY OF STRAFFORD, ss.

On this _____ day of _____, _____, before me personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/ she executed the same as his/ her free act and deed for the purposes therein contained.

Notary Public/ Justice of the Peace

City of Dover:

Print Name: _____

Mailing Address: _____

STATE OF NEW HAMPSHIRE
COUTY OF STRAFFORD, ss.

On this _____ day of _____, _____, before me personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/ she executed the same as his/ her free act and deed for the purposes therein contained.

Notary Public/ Justice of the Peace

Exhibit A

The Property located at 16 Prospect Street Dover, New Hampshire 03820 is identified as Assessor's Map 32, Lot 21, being the same property conveyed by Deed recorded at Strafford County Registry of Deeds at Book 4585, Page 611 described as:

A certain tract or parcel of land with the buildings thereon situated on the Northerly side of Prospect Street in the City of Dover, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at the Northerly side of said Prospect Street, at the Southerly corner of the land formerly of John H. Kimball, later of the John Hanna Estate and now of one Vinton, marked by an iron post driven in the ground; thence Northerly by said Vinton land Four Hundred Forty-One and one half (441.5) feet to land now or formerly of Albert L. Davis, marked by a stone post; thence Easterly by land now or formerly of said Davis and land now or formerly owned by ASA Holt One Hundred Fifty Eight (158) feet to land formerly of Peter Bascom and now of one Merrill marked by an iron post driven in the ground; thence Southerly by land of said Merrill Four Hundred Forty-One and one half (441.5) feet to a stone post at said Prospect Street; thence Westerly by said Street One Hundred and Forty-Eight (148) feet to the point of beginning.

Meaning and intending to reference the same premises conveyed to John P. Warren by Warranty Deed of John P. Duffy dated July 20, 2018 and recorded in the Strafford County Registry of Deeds at Book 4585, Page 611.

Catherine A. Berube
Register of Deeds, Strafford County

NOTICE OF RESTRICTION

PURSUANT TO the issuance of an Accessory Dwelling Unit Certificate of Use and a Certificate of Occupancy by the City of Dover, New Hampshire, for an accessory dwelling unit on certain property herein described, I/We of 24 MORRISON LANE DOVER, NH 03820 (mailing address), the undersigned owner(s) of the property located at 16 PROSPECT ST DOVER, NH 03820 Dover, NH, identified as Assessor's Map 32, Lot 21, being the same property conveyed by Deed recorded in the Strafford County Registry of Deeds at Book 4585, Page 611, hereby agree, covenant and bind myself/ourselves, our heirs, and assigns that the property and accessory dwelling unit shall be used in compliance with the accessory dwelling unit regulations set forth in Section 170-24 of the Zoning Ordinance of the City of Dover, New Hampshire and all other applicable laws and regulations, including but not limited to the requirement set forth in Section 170-24.E. of the Zoning Ordinance that "the single-family dwelling (and detached accessory structure, when applicable) and lot shall not be converted to a condominium or any other form of legal ownership distinct from the ownership of the single-family dwelling."

The City of Dover shall have the power and authority to enforce this restrictive covenant in a court of law. All deeds for future conveyance shall contain reference to this Notice of Restriction.

IN WITNESS WHEREOF, the owner(s) of the afore-mentioned property have executed this Notice of Restriction on this 23rd day of SEPTEMBER, 2021.

PROPERTY OWNER(S)

John P Warren

Print Name: JOHN P WARREN

Mailing Address:

24 MORRISON LANE

DOVER, NH 03820

Print Name: _____

Mailing Address: _____

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this 23rd day of September, 2021, before me personally appeared John P. Warren, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Catherine A. Berube
Notary Public/Justice of the Peace



STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

On this _____ day of _____, 20____, before me personally appeared _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace

August 10, 2022

Appointments Committee Report

Change in Status – Alternate to Regular Member

Nate Stewart – Arts Commission

Kimberly Hanson – Arts Commission

Arcadia Lee – Energy Commission

Erinn Kaspari – Planning Board

Beth Fischer – Recreation Advisory Board

Shellie Lemilin – Recreation Advisory Board

New Applicants:

Sarah Davidson – Arts Commission – alternate member

Jonathan Nichols – Arts Commission – regular member

Charles D. Carey – Ethics Commission – regular member

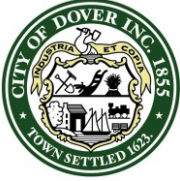
Jill Martin DeBoer – Library Board of Trustees – regular member

George DeBoer – Planning Board – alternate member

Jonathan Noury-Elliard – Planning Board – alternate member

Emma Gelinas – Committee for Racial Equity and Inclusion – regular member

Deborah Clough – Solid Waste Advisory Committee (lives in Barrington) – alternate member if Ordinance passes



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2022.08.10 – 173**

Resolution Re: Approval of Tri-City Agreement for Operation of
Emergency Warming Center During 2022-2023 Winter
Months

WHEREAS: The City of Dover owns a facility at 30 Willand Drive, Somersworth, N.H. (“Warming Center”) purchased to be used as an Emergency Extreme Cold Weather Warming Center for the Tri-City area; and

WHEREAS: The Warming Center is intended to provide for the safety of those in need during extreme winter weather events; and

WHEREAS: The Tri-City Partnership, led by the Cities of Dover, Rochester, and Somersworth, is seeking proposals from entities capable of operating the Warming Center on an as-needed basis during the 2022-2023 winter months.

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

The City Manager is hereby authorized to enter into an agreement with the Cities of Rochester and Somersworth for the staffing and operation of an Emergency Extreme Cold Weather Warming Center from November, 2022 through March, 2023.

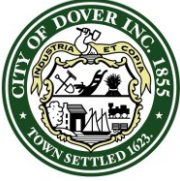
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2022.08.10 – 173**
Resolution Re: Approval of Tri-City Agreement for Operation of
Emergency Warming Center During 2022-2023 Winter
Months

DOCUMENT HISTORY:

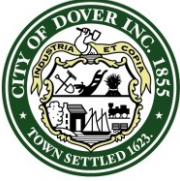
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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:

In November of 2020 the City of Dover purchased property located at 30 Willand Drive, Somersworth, N.H. to be used as an Emergency Extreme Cold Weather Warming Center in the area in order to provide for the welfare of those in need and meet safety needs related to COVID-19. The Tri-City Partnership, led by the Cities of Dover, Rochester, and Somersworth, seek to engage an entity capable of operating the Warming Center on an as needed basis through the 2022 – 2023 winter season. The entity to be selected through a Request for Proposal process shall independently develop, staff, and operate the Warming Center, as needed, from time to time during extreme cold weather events. Extreme cold weather events necessitating the opening and operation of the Warming Center shall be determined by the Tri-City Emergency Management Directors (“EMDs”) utilizing emergency sheltering criteria established through consultation with state and federal officials.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2022.08.10 – 174**

Resolution Re: Approval and Authorization for Amended Terms of 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: By resolution passed on February 23, 2022 ([R-2022.02.09-036](#)), the City Council authorized a development agreement between the City, Terra Nova, LLC (“Terra Nova”) and Westfield, LLC (“Westfield”) (collectively referred to as “Developers”). Terra Nova owns a 75-acre (+/-) property located at Tax Map G, Lot 29. Westfield owns an 85-acre (+/-) property located at Tax Map G, Lot 2. The Developers were, and remain, 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

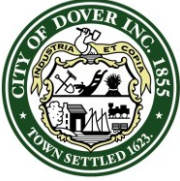
WHEREAS: City staff have been negotiating a Development Agreement between Terra Nova, Westfield, and the City of Dover in connection with the proposed redevelopment of the aforesaid properties. Development of the properties is expected to result in significant tax revenues and jobs to the City of Dover.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

WHEREAS: During ongoing negotiations, certain clarifications and proposed new terms have emerged for which approval is now being sought, as shown in the amended term sheet accompanying this resolution and discussed in the background of this resolution; and

WHEREAS: As with the prior resolution, it is expected that, 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 First Amended 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 negotiate and enter into the First Amended 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 First Amended Term Sheet. The City Manager is authorized to perform the City of Dover’s obligations as stated in the First Amended Term Sheet and the resulting Development Agreement, as well as ensure all other parties perform their respective obligations. In connection with the First Amended Term Sheet and resulting Development Agreement, the City Manager is authorized accept any deed(s) and/or



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2022.08.10 – 174**

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

easement(s), as well as sign and/or execute documents to be recorded with the Registry of Deeds, consistent with the terms of the First Amended Term Sheet and resulting Development Agreement.

REFER TO A PUBLIC HEARING

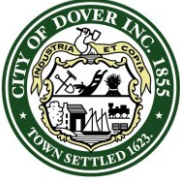
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

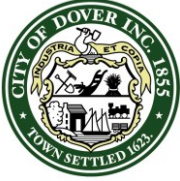
Resolution Number: **R - 2022.08.10 – 174**
Resolution Re: Approval and Authorization for Amended Terms of
Development Agreement Between City of Dover, Terra
Nova, LLC and Westfield, LLC

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2022.08.10 – 174**
Resolution Re: Approval and Authorization for Amended Terms of
Development Agreement Between City of Dover, Terra
Nova, LLC and Westfield, LLC

RESOLUTION BACKGROUND MATERIAL:

See attached First Amended Term Sheet with red-lines showing amended terms, as compared with the prior version approved by City Council in February 2022.

The two primary amendments are found in Paragraph 2 and Paragraph 4 of the First Amended Term Sheet. A third substantive amendment is found in Paragraphs 5 and 7. Each amendment is discussed briefly below:

- Paragraph 2: The amendments in Paragraph 2 allow for the use of an abutting City-owned parcel, which has deeded easement access but is largely land-locked, to be part of the development project and increase the acreage of the resulting developed area. The City would convey that parcel out and, in return, receive the approximately equivalent acreage in conservation buffers within the resulting project. In addition to the conservation acreage, the density the City Parcel (80 units) will be used to generate “attainable housing” units the Developer will construct. Further information about these buffers is included within the first new paragraph within Paragraph 4.
- Paragraph 4: The remaining amendments in Paragraph 4 accommodate the Developer’s request to have flexibility in creating the above referenced attainable housing units. The new terms in essence create a menu of options for the Developer to create the attainable housing through rental units, for-sale units, or a combination thereof, either on the site of this project or on other property owned at the Pointe Place development. While there is flexibility being provided, City staff would ensure that, whatever the ultimate mix of attainable housing, the City obtains sufficient public benefit.
- Paragraphs 5, 7: Another substantive change can be found in Paragraphs 5 and 7, which bring this term sheet into line with other recent development projects by requiring only 1 x annual bond cost, or in other words cost-neutrality, and require repayment of the Public Improvements on an accelerated basis in keeping with tax revenues the City receives.

The other amendments shown in red-line are simply meant to clarify the term sheet.

**First Amended 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. The City seeks to grow the inventory of attainable housing within the City. With that in mind, it seeks to utilize and convey to the Developer a 14-acre undeveloped parcel off Tolend Road, Map G lot 19B, to be used as part of the project with the intent that it assist with generating 80 units of attainable housing to be placed within the development or within the Pointe Place development.
- ~~2.~~3. 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.~~4. 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.

The Developer shall be allowed to develop the City Parcel up to by no closer than 150' from the shared boundary line with Map G lot 24J. That reserved area, plus an additional area upon Map G lot 29, acting as buffer to the adjacent Columbus Avenue, Wallace Drive and Lucy Lane neighborhoods, combined equal to or exceeding the area of the City Parcel, shall be placed in a permanent conservation easement, dedicated to the City, which shall remain in a natural state.

The Developer agrees that as part of the residential development of the project, the developer shall provide attainable housing, to be defined in the Agreement. The intent is for the City Parcel to help create 80 HUD-priced fair or below market units, either rental or for-sale, (i.e., "attainable units"), which may be apportioned using the formulas below, independently or as a mixture:

- For every 20 units occupied, 3 rental units shall be provided.
- For every 20 units occupied, 2 Housing Choice Voucher units shall be provided.
- In the event of any for-sale units (as opposed to rental units), then each for-sale unit shall equate to 2 rental units.

Restrictions shall endure for 20 years for rental. Restrictions shall endure for the life of the unit for any for-sale units. A deed restriction shall be placed on project site (and in the case of a unit, that individual unit), enforceable by the City for the required restriction period. In the event the Developer provides more than 80 units of attainable housing, the parties may mutually agree to altering or reducing the duration of time for the rental restriction.

These attainable units may be placed within the Project area or within the Pointe Place development. If placed within Pointe Place, the Developer shall provide adequate covenants sufficient to ensure the attainable housing is in place and enforceable by the City for the required restriction period.

~~4.5.~~ 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 1.50 x annual bond cost. Example: If the public infrastructure annual debt payment is \$100,000, the new development generates \$150 will need to generate \$100,000/year in property tax revenue, the City can finance a bond (to reimburse Developer) which costs \$100,000/year.

~~5.6.~~ 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.

~~6.7.~~ 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~~100 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.

~~7.8.~~ 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.

~~8.9.~~ On February, 23, 2022 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.

~~9.10.~~ 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~~August ____, 2022.

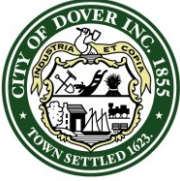
CITY OF DOVER

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

DEVELOPER

TERRA NOVA, LLC AND WESTFIELD, LLC

By: Chad Kageleiry, Manager



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2022.08.10 – 175**

Resolution Re: 2022 City Manager Evaluation

WHEREAS: The City Manager is the City of Dover's Chief Executive Officer, and the sole employee of the Dover City Council; and

WHEREAS: An annual review of the City Manager's performance by the City Council was conducted recently; and

WHEREAS: The City Manager's performance was evaluated based upon results achieved over the prior 12 months.

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

The 2022 evaluation of Dover City Manager, J. Michael Joyal, Jr., consists of the attached listing of expected outcomes and summary of results achieved.

AND, FURTHER BE IT RESOLVED:

In accordance with the existing employment agreement, City Manager J. Michael Joyal, Jr., shall be provided with a contractual minimum merit increase of 3.3% applied to his annual base salary effective 7/1/2022.

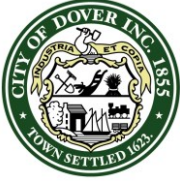
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier

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

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2022.08.10 – 175**
Resolution Re: 2022 City Manager Evaluation

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 “FY2022 City Manager Evaluation”. This resolution does not require increase in existing budget appropriations.

FY2022 CITY MANAGER EVALUATION

The Mayor and City Council had previously established expected outcomes in FY2019 to be evaluated during the City Manager's annual performance evaluation. These outcomes and an abbreviated listing of some of the results achieved in each area this past year are provided below:

1. Customer-Focused Outcomes: Ensure overall municipal service delivery remains responsive to needs of community and that response time to citizen concerns is reasonable.

Customer focused performance results demonstrate how successful our municipal organization has been in satisfying various stakeholders. Relevant data and information include customer satisfaction and dissatisfaction; program participation levels; customer complaints, complaint management, and effective complaint resolution; customer-perceived value based on quality and cost; customer assessment of access and ease of use (including courtesy extended in service interactions); customer advocacy for services; and awards, ratings, and recognition from customers and independent rating organizations. Additional customer-focused results that go beyond satisfaction measurements include customer engagement and ongoing relationship development which contribute to future service success and organizational sustainability.

- Ongoing community needs have continued to be addressed in a timely and creative fashion within constraints of available resources. Customer questions and constituent issues have typically been acknowledged and responded to the same day including after normal work hours.
- All service requests have continued to be documented utilizing various information systems and, if not completed immediately, are prioritized and responded to appropriately as available resources and work load reasonably allow.
- Both the bi-annual National Citizen Survey and the National Employee Survey (an internal employee survey assessing support service quality and employee satisfaction) rank our services and customer focus, in nearly all instances, equal to or exceeding that reported in other benchmark communities.
- Ongoing annual employee performance appraisals evaluate and reinforce our core value of Customer Focused Services. Overall city workforce performance evaluation rating is currently averaging 2.8/3.0 scale.
- An extensive set of customer focused metrics have been reported monthly in the City Manager's reports and posted online.

2. Product & Process Outcomes: Ensure overall municipal services meet and/or exceed the highest industry standards given the resources available.

Product and process results demonstrate product and service quality, value and innovation that lead to general customer satisfaction and engagement. Work system and work process effectiveness and efficiency measurements include internal quality measurements, field performance, defect levels, service errors, response times, and data collected from customers by other organizations on ease of use or other attributes, as well as customer surveys on product and service performance.

More specific effectiveness and efficiency indicators include work system performance measures that demonstrate improved cost savings or higher productivity by using internal and/or external resources; reduced emission levels or energy consumption, waste stream reductions, by-product use, and recycling; internal service responsiveness, cycle times, production flexibility, lead times, and set-up times; and improved performance of administrative and other support functions.

- All departments continue to provide the highest levels of services possible with resources available to them. This is validated through comparative results from surveys, peer reviews, credentialing, and overall customer feedback.
- Our community's municipal services and staff continue to be recognized for best practices. Staff are regularly called upon to provide advice and share information with other communities looking to replicate the successes we have realized.
- In general, most service demands continue to increase yet they have been accommodated primarily by implementing more efficient work processes and prioritizing work-loads and, where essential, increasing budgeted resource allocations.
- Departmental strategic plans, developed and updated in conformance with our Framework for Performance Excellence, continue to guide operational decision-making.
- Staff have demonstrated commitment to another of our core values, striving to always be innovative. Overall city workforce performance evaluation rating in this area is currently averaging 2.7/3.0 scale.
- Operational metrics have been reported monthly in the City Manager's report and posted online. These include the frequency and nature of service requests made, work orders completed, customer contacts, applications received, permits issued and more.

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

Senior leadership and governance outcomes support a fiscally sound, ethical organization that fulfills its societal responsibilities supporting the needs of the community. Results are related to environmental, legal, and regulatory compliance; results of oversight audits by government or funding agencies; and noteworthy achievements in supporting citizen involvement in local government.

Our local government has a standing commitment to ensure transparency in our operations and seeks to continuously promote legal compliance and ethical behavior by our local government officials.

- In seeking to better inform and engage citizens in their local governance, media and citizen outreach has continued to be a major focus including organizing and providing follow-up at various community events, project meetings and citizen forums, small and large.
- The Dover Votes Campaign continues into the current year in hopes of encouraging greater voter turn-out.
- The 17th annual Citizen's Leadership Academy was held to encourage and recruit new volunteers to serve on our various boards and commissions.

- The City Master Plan, developed and updated by engaging Dover citizens in visioning and strategic community planning, has continued to serve as an ongoing guide for both overall policy and operational decision-making.
- Staff have continued to demonstrate their commitment to our core values of accountability and integrity. Overall city workforce performance evaluation rating in these areas are currently averaging 2.6/3.0 scale and 2.8/3.0 scale, respectively.
- A variety of metrics has been reported monthly in the City Manager's report and posted online relating to public information dissemination and citizen engagement opportunities.

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

Key financial and benchmark results demonstrate financial sustainability and achievements in comparison to other similarly situated organizations. Measures are tracked on an ongoing basis to assess financial performance and viability. Financial performance indicators include revenues, budgets, net income, cash position, net assets, debt levels, financial operations efficiency (collections, billing, receivables), and grants received.

- The annual audit completed during the prior year (for FY2021) resulted once again in an unqualified (clean) opinion by the City's independent auditing firm affirming the fair and accurate accounting and reporting of the City finances.
- Long term economic development initiatives including public/private partnerships have continued to support current and future opportunities for new tax revenues. Included is the negotiation and execution of a new development agreements for projects on Second Street and Route 9.
- An annual credit commentary posted by Moody's Investor Services, a credit rating report issued by Standard and Poors and our own financial scorecard, monitoring compliance with our adopted financial policies and consistency with benchmarks recommended by government finance officers, continue to affirm the City's strong financial position, sound financial management and positive outlook.
- Operating budgets proposed for City services have consistently remained at or below tax cap levels each of the last several years. Overall city department General Fund revenues have met and occasionally exceeded projections while expenditures track at or below authorized amounts.
- Financial and other budgetary information has been reported monthly in the City Manager's report and posted online for public review.

5. Workforce-Focused Outcomes: Continue to recruit, retain and support training of employees and volunteers necessary to fulfill service delivery needs of community.

Workforce-focused results demonstrate how well our municipal organization has been in creating and maintaining a productive, caring, engaging, and learning environment for all members of the workforce. Results include employee safety, absenteeism, turnover, satisfaction, and complaints (grievances). Other factors include the extent of training, retraining, or cross-training to meet capability and capacity needs; the extent and success of self-direction; the extent of union-management partnering; the extent of volunteer involvement in process and program activities; staffing levels across work units; and certifications completed to meet skill needs.

- Success in this area has been reflected partly in the key findings of the National Employee Survey. This is an internal employee survey assessing support service quality and employee satisfaction throughout our organization. This survey was conducted during Fiscal Year 2022 and revealed that our employees have maintained a high level of job satisfaction, give high marks to executive leadership and supervisors and generally perceive a continuing improvement in their employment experience from when the survey was last conducted two years prior.
- Employee safety remains of prime concern in our workplace. Continuous safety related training and emphasis on the provision and use of personal protective equipment has allowed us to maintain relatively in-frequent and less severe workplace injuries as compared to other municipalities across the State.
- Personnel and employment related information including anniversaries, recruitment measures and awards have been reported monthly in the City Manager's report and posted online for public review.

6. Sustainability-Focused Outcomes: Develop strategies and implement programs that encourage the efficient use and preservation of natural resources by municipal services and throughout the community.

Sustainability focused outcomes support the appropriate use and protection of our environment. Our local government has a long standing commitment advocating for environmental sustainability and advancing related projects.

- We have continued to be active participants and leaders in water quality improvement efforts relating to public drinking water, storm water management and the surrounding Great Bay estuary.
- The implementation of a Community Power program that has opportunity to leverage a greater renewable energy portfolio for the entire Dover community remains underway with leadership provided by staff and guidance shared by Energy Commission members.
- Our staff continue to be involved with and called upon to support community planning efforts for coastal resilience. The waterfront project is being planned as a test-bed for integrating development along a tidal river subject to future climate change induced sea level rise.
- Staff commitment to our core value of stewardship is reflected in our city workforce performance evaluation rating currently averaging 2.5/3.0 scale.
- A number of other specific sustainability related metrics have been reported monthly in the City Manager's report and posted online relating to resource consumption and conservation.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 13.C.1. Ordinance Number: O – 2022.08.10 -009 Ordinance Title: Financial Matters Chapter: 25 Section: 2 Submission Date 3 Adoption Date 4 Schedule of Fees 5 Limitation on Budget Increase
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The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend annual budget submission and enactment dates in order to provide for earlier review, deliberation, and enactment of the City’s annual budget, as set forth more fully in the background of this ordinance.

2. AMENDMENT

Chapter 25 entitled “Financial Matters” is hereby amended by revising Section 25-2, “Submission date” as follows:

a. THE FOLLOWING ARE AMENDED:

§ 25-2 Submission date.

The City Manager shall submit to the City Council, on or before ~~April~~February 15 of each year, his/her recommended itemized budget estimates of the revenue and expenditures for the next fiscal year for the various departments, functions and funds of the City of Dover. The School Board shall submit to the City Manager, for inclusion in his/her proposed budget, on or before ~~March~~January 15 of each year, its recommended budget amounts for revenue and expenditures for the next fiscal year of the various functions and funds of the School Department.

3. AMENDMENT

Chapter 25 entitled “Financial Matters” is hereby amended by revising Section 25-3, “Adoption date” as follows:

a. THE FOLLOWING ARE AMENDED:

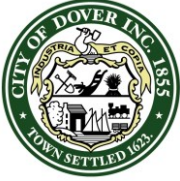
§ 25-3 Adoption date.

The budget shall be finally adopted not later than ~~June~~April 15, prior to the beginning of the fiscal year commencing July 1.

4. AMENDMENT

Chapter 25 entitled “Financial Matters” is hereby amended by revising Section 25-4, “Schedule of fees” as follows:

a. THE FOLLOWING ARE AMENDED:



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2022.08.10 -009**
Ordinance Title: Financial Matters
Chapter: 25
Section: 2 Submission Date
3 Adoption Date
4 Schedule of Fees
5 Limitation on Budget Increase

§ 25-4 Schedule of fees.

- A. As part of the annual budget adoption procedure, the Finance Department shall submit a proposed fee schedule of all permits, licenses, and other fees and charges by the City (excluding the School Department). Following the budget adoption, said fees will become effective upon the date so indicated. Any fee schedule established by state statute shall automatically adjust the fee schedule without action by the City Council. The fee schedule shall be submitted with the City Manager's budget on or before ~~April~~February 15 of each year.
- B. Changes to the fee schedule can be made at any time during the fiscal year by the Council in accordance with the budget amendment procedure.
- C. The fee schedule shall hereafter supersede fees listed in any existing ordinances and all fee adjustments will be made pursuant to this article.
- D. The omission of any fees currently charged by the City in error from the fee schedule shall not prevent the City from collecting the fees until such time as the omission is corrected.
- E. The effective date of the fee schedule shall be July 1 of the new fiscal year, unless otherwise noted in the fee schedule.

5. AMENDMENT

Chapter 25 entitled "Financial Matters" is hereby amended by revising Section 25-5, "Limitation on Budget increase" as follows:

a. THE FOLLOWING ARE AMENDED:

§ 25-5 Limitation on budget increase.

The implementation of § ~~C6-3~~ including § ~~C6-3.1~~ of the Dover Charter, as amended, shall be accomplished using the following principles and time deadlines:

- A. The proposed budget of the City Manager shall be the default budget pursuant to RSA 49-C:23.
- B. The City Manager shall notify the School Department/School Board by ~~February~~December 1 of each year of the calculation of the estimated property tax levy consistent with the three-year inflation rate average of the Boston Consumer Price Index.



Agenda Item#: 13.C.1.

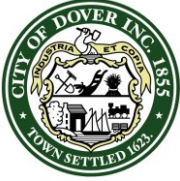
C. The School Board shall notify the City Manager by ~~March~~January 15 of each year of the estimated non-property-tax revenues and the final spending amount for the School Department/School Board for inclusion in the City Manager's proposed budget.

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

AUTHORIZATION

Sponsored by: Mayor Robert Carrier

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2022.08.10 -009**
Ordinance Title: Financial Matters
Chapter: 25
Section: 2 Submission Date
3 Adoption Date
4 Schedule of Fees
5 Limitation on Budget Increase

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.		

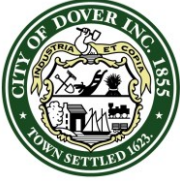
 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Ordinance Number: O – 2022.08.10 -009 Ordinance Title: Financial Matters Chapter: 25 Section: 2 Submission Date 3 Adoption Date 4 Schedule of Fees 5 Limitation on Budget Increase	Agenda Item#: 13.C.1.

ORDINANCE BACKGROUND MATERIAL:

This ordinance follows a [July 27, 2022 joint workshop meeting](#) between the City Council and School Board, where the annual budget schedule was reviewed along with ways to improve same. This ordinance is being brought forward to advance the budget submission and adoption dates annually by two months, along with similar adjustments made to related provisions of the budget process for the fee schedule that accompanies the budget ([Dover Code 25-4](#)) and the calculation of the data used in connection with the limitations on budget increase in [C6-3](#) and [C6-3.1](#) of the City’s Charter, as provided for in [Dover Code 25-5](#).

By way of background, the schedule for the City of Dover’s annual budget process is set forth in the City’s Charter as well as Chapter 25 of the Dover Code of ordinances. See [RSA 49-C:23](#), I. Currently, the City’s Charter provides for a budget submission to occur annually by February 15 ([C6-3](#)) and final adoption by June 15 ([C6-5](#)). However, as permitted by these same provisions of City’s Charter, City ordinance fixes different dates of the budget’s submission and adoption. Currently, pursuant to [Dover Code 25-2](#), the School Board’s budget submission is due by March 15 and the City Manager’s budget submission is due by April 15. In turn, [Dover Code 25-3](#) provides for the budget adoption to occur by June 15.

This ordinance amends the City code to make the budget process begin and end sooner. An earlier budget submission and adoption provides better certainty to public employees and avoids the unnecessary issuance of notices of nonrenewal to teachers. By contract, Dover’s teachers must be notified of non-renewal “no later than April 15th.” See 2019-2022 DTU Collective Bargaining Agreement, Art. IV(N)(1) (available at [this link](#)); see also [RSA 189:14-a](#). Given that the current budget ordinance allows for the adoption of a final budget as late of June 15, the effect of the contract provision (requiring notice of nonrenewal by April 15) is to cause the School Board to issue notices of nonrenewal out of an abundance of caution, though such notices may eventually be unnecessary once the final budget is adopted. During the interim there is employment uncertainty, which can or does harm employee retention. Accordingly, the intent of this ordinance and amendments to Chapter 25 is to cause an earlier budget submission and adoption that will provide earlier certainty and avoid harming employee retention.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
20 Central Business District Regulations
32 SIGN Review and Regulations

The City of Dover Ordains:

1. PURPOSE

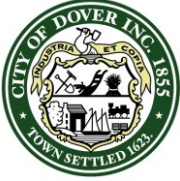
The purpose of this ordinance is to amend Chapter 170 of the Code of the City of Dover, entitled Zoning, to reflect changes in the community's zoning ordinance. Further information is set forth in the Background section of this ordinance.

2. AMENDMENT

Chapter 170 entitled "Zoning" is hereby amended by revising Section 170-12, "Applicability of Tables of Use and Dimensional Regulations by District", by revising the Dimensional Regulations Table in the Commercial Manufacturing (CM) District special exception criteria for a Vehicle Refueling and Recharging Station and Auto Service as follows:

a. THE FOLLOWING ARE AMENDED:

- A. The use of land for vehicle refueling/recharging station may only be permitted upon the determination that the property values of adjacent land will not be compromised. Any vehicle refueling/recharging station which discontinues operations for a period in excess of one hundred eighty (180) days shall be required to file a new application for a special exception with the Zoning Board of Adjustment. Such conditions may include, but need not be limited to, the provision of adequate and properly maintained screening around land so used.
- B. If petroleum based, the minimum lot size shall be eighty thousand (80,000) square feet, the minimum lot width shall be one hundred fifty (150) feet. Thirty-three percent (33%) of the subject parcel shall be open/green space.
- C. The total permitted sign area shall not exceed one hundred (100) square feet, inclusive of the canopy and fueling equipment, and any signage for retail or eating or drinking uses.
- D. No fuel storage tanks may be constructed or enlarged closer than one-hundred (100) feet to any Conservation District, and two hundred (200) feet to a secondary groundwater protection zone.
- E. Year round consistent screening no less than 5 feet in height, shall be provided from the street, or any abutting residential structure to the pumps. The building may act as the screening.
- F. Hours of operations shall be limited to 6 am to 9 pm
- G. If a drive-in thru service is proposed, said facility shall be setback either fifty (50) feet from a residential abutting lot or one-hundred (100) feet from the abutting



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
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32 SIGN Review and Regulations

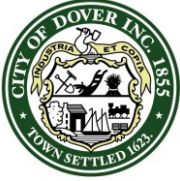
residential structure, whichever is greater, and shall also be screened consistent with Section E above.

3. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-12, “Applicability of Tables of Use and Dimensional Regulations by District”, by revising the Dimensional Regulations Table in the Commercial\District (C) special exception criteria for a Vehicle Refueling and Recharging Station and Auto Service as follows:

a. THE FOLLOWING ARE AMENDED:

- A. The use of land for VEHICLE REFUELING/RECHARGING STATION may only be permitted upon the determination that the property values of adjacent land will not be compromised. Any vehicle refueling/recharging station which discontinues operations for a period in excess of one hundred eighty (180) days shall be required to file a new application for a special exception with the Zoning Board of Adjustment. Such conditions may include, but need not be limited to, the provision of adequate and properly maintained screening around land so used.
- B. If petroleum based, tThe minimum lot size shall be eighty thousand (80,000) square feet; the minimum lot width shall be one hundred fifty (150) feet. Thirty three percent (33%) of the subject parcel shall be open/green space.
- C. The total permitted sign area shall not exceed one-hundred (100) square feet, inclusive of the canopy and fueling equipment, and any signage for retail or eating or drinking uses.
- D. If a drive-in thru service is proposed, said facility shall be setback either fifty (50) feet from a residential abutting lot or one hundred (100) feet from the abutting residential structure, whichever is greater. Additionally, adequate vegetative or fence screening shall be constructed. Audible ordering system design features shall include, but not be limited to; non-audible ordering systems (touchpad or human contact) shall be utilized, and hours of operation for the drive-in portion of the business shall be limited to 6:00 a.m. to 9: 00 p.m. Hours of operations shall be limited to 6 am to 9 pm
- E. If a drive-in thru service is proposed, said facility shall be setback either fifty (50) feet from a residential abutting lot or one-hundred (100) feet from the abutting



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
20 Central Business District Regulations
32 SIGN Review and Regulations

residential structure, whichever is greater and shall also be screened consistent with Section G below.

F. No fuel storage tanks may be constructed or enlarged closer than one-hundred (100) feet to any Conservation District, and two hundred (200) feet to a secondary groundwater protection zone.

~~D-G.~~ Year round consistent screening no less than 5 feet in height, shall be provided from the street, or any abutting residential structure to the pumps. The building may act as the screening.

4. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-12, “Applicability of Tables of Use and Dimensional Regulations by District”, by revising the Dimensional Regulations Table in the Commercial Manufacturing District (CM) and Innovative Technology District (IT) Conditional Use Permit criteria for a Self-Storage Facility as follows:

a. THE FOLLOWING ARE AMENDED:

SELF-SERVICE STORAGE FACILITY shall be allowed if a Conditional Use Permit is granted by the PLANNING BOARD upon a finding that the following criteria are met:

A. The minimum front SETBACK shall be double the SETBACKs required in the district.

B. ~~Any No~~ storage unit BUILDING which units are externally accessed shall be visible from the STREET ~~shall be located to be perpendicular to the STREET, with no storage unit doors facing the STREET.~~

C. Hours of operation shall be limited to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.

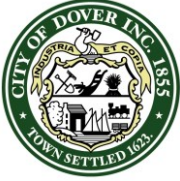
~~B.~~

~~C.D.~~ If adjacent to a residential district or a LOT containing a residential use, the facility shall:

i. Be limited to a one story STRUCTURE with a height no more than twenty (20) feet.

~~ii.~~ ~~Restrict the hours of operation to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.~~

~~iii-ii.~~ Not hold auctions or sales of contents of storage containers.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
20 Central Business District Regulations
32 SIGN Review and Regulations

~~iv.iii.~~ Have screening sufficient to block the view of the BUILDINGS from abutting parcels and shall prohibit lighting from shedding onto abutting parcels.

~~D.E.~~ All setbacks shall be double the setbacks required in the district, not just the front setback.

~~E.F.~~ The architectural design standards of Chapter 153-14L(8)(b) shall be adhered to.

5. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-12, “Applicability of Tables of Use and Dimensional Regulations by District”, by revising the Dimensional Regulations Table in the Commercial District (C) Conditional Use Permit criteria for a Self-Storage Facility as follows:

a. THE FOLLOWING ARE AMENDED:

SELF-SERVICE STORAGE FACILITY shall be allowed if a Conditional Use Permit is granted by the PLANNING BOARD upon a finding that the following criteria are met:

A. The minimum front SETBACK shall be double the SETBACKs required in the district.

~~B. Any No~~ storage unit BUILDING which units are externally accessed shall be visible from the STREET ~~shall be located to be perpendicular to the STREET, with no storage unit doors facing the STREET.~~

~~C. Hours of operation shall be limited to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.~~

~~B.~~

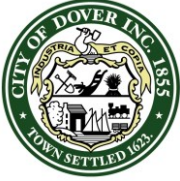
~~E.D.~~ If adjacent to a residential district or a LOT containing a residential use, the facility shall:

i. Be limited to a one story STRUCTURE with a height no more than twenty (20) feet.

~~ii. Restrict the hours of operation to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.~~

~~iii.ii.~~ Not hold auctions or sales of contents of storage containers.

~~iv.iii.~~ Have screening sufficient to block the view of the BUILDINGS from abutting parcels and shall prohibit lighting from shedding onto abutting parcels.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
20 Central Business District Regulations
32 SIGN Review and Regulations

D.E. All setbacks shall be double the setbacks required in the district, not just the front setback.

E.F. The architectural design standards of Chapter 153-14L(8)(b) shall be adhered to.

6. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-6, “Word Usage and Definitions,” by revising the definition for Self-Storage Facility as follows:

a. THE FOLLOWING ARE AMENDED:

“SELF-SERVICE STORAGE FACILITY means a building or a group of buildings consisting of individual, self-contained units of various sizes rented or leased for self-storage of customers’ property. Internally accessed facilities shall be considered warehousing but still are required to have the parking and screening requirements of externally accessed self-storage facilities.

7. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising the official Zoning Map of the City of Dover, referred to in Section 170-8, “Zoning Map”, as follows:

a. THE FOLLOWING ARE AMENDED:

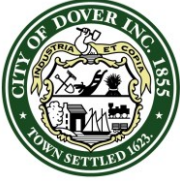
The official Zoning Map of the City of Dover, New Hampshire, dated September 11, 2019, is amended by changing from “Gateway District” (G) to “Heritage Residential” (HR) District an area of approximately 1.8 acres located along Rutland Street, consisting of Map 13 lots 25, 26 and 27 and the portion of Map 13 lot 23 between lots 28A and 27, within approximately 280 feet of the Rutland Street right of way.

8. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising the official Zoning Map of the City of Dover, referred to in Section 170-8, “Zoning Map”, as follows:

a. THE FOLLOWING ARE AMENDED:

The official Zoning Map of the City of Dover, New Hampshire, dated September 11, 2019, is amended by changing from “Medium Density Residential” (R-12) to “Heritage Residential” (HR) District an area of approximately 30 acres located along Clifford, Parker, Woodman Park



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
20 Central Business District Regulations
32 SIGN Review and Regulations

Drive, Fisher Street and Rutland Street consisting of Map 13 lots 4, 4A, 5, 28, 28A, 29 and Map 15 lots 54, 55, 56, 57, 58, 58A, 58B, 59, 60 and 61.

9. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-12, “Applicability of Tables of Use and Dimensional Regulations by District”, by revising the Dimensional Regulations Table in the Gateway District (G) as follows:

a. THE FOLLOWING ARE AMENDED:

DOWNTOWN ARCHITECTURAL STANDARDS*

Preserving and enhancing the architectural tradition, history, and visual appeal of the ~~Central Business~~-Gateway District is integral to maintaining the character and identity of our community. Buildings designs and materials along Central Ave should enhance the appearance of Dover, reinforce pedestrian character where appropriate, reflect a consistency found within the sub-district, neighboring buildings, and natural and cultural resources. Building design should also minimize potential aesthetic conflicts between residential and nonresidential uses and between single family and multifamily uses. Architectural Standards are not intended to stifle creativity or variety, but produce designs respectful of place and context. **For more information, please see Section 2 of Dover’s CBD Architectural Design Guidelines.**

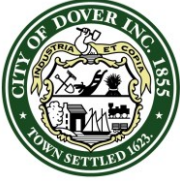
The following **Architectural Standards** must apply for a residential building with 5 units or more and all mixed use/non-residential uses along Central Ave. Applicants will also be expected to prepare a narrative explaining how the project meets all of the architectural standards.

Required Ground Floor Standards:

- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- Residential uses permitted.
- The use of ground floor exterior lighting on the building should offer a feeling of warm security and increase safety to pedestrians without being overwhelming.

Required Building Standards:

- Building designs shall be harmonious with neighboring structures in terms of mass, width, height, proportion, spacing, and setback.
- All exterior walls that front on a public way with adjacent pedestrian



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
20 Central Business District Regulations
32 SIGN Review and Regulations

traffic/infrastructure must incorporate wood, brick, stone or a suitable contemporary material appropriately detailed within the first 20 vertical feet.

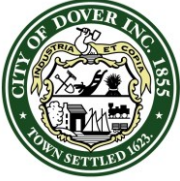
- Large structures shall be broken into smaller masses to provide human scale, variation, and depth.
- The design of the building shall incorporate views that are directed to the street and garden/courtyard rather than adjacent neighbors.
- Buildings shall be placed at or near the street, along the outer edge of their sites, to ensure the unity of those streets and to encourage and facilitate pedestrian activity.
- Building design shall enhance the pedestrian environment and streetscape.
- Utility elements shall be screened in an aesthetically pleasing manner.
- Use of architectural details and changes in depth are included on building elevations to increase visual interest and scale.
- Garages shall not face the street.
- Solar/Green Roof Standard:
- All buildings must be solar ready
- Commercial and mixed use buildings that are 25,000 sq ft or more must also incorporate solar panels and/or a green roof on at least 30 percent of the roof area.

Optional Standards:

- Use of elements that accentuate and/or provide coverage at the entry such as canopy, porch, recessed entry, etc. are encouraged.
 - Ornamental roof features that exceed the allowed building height are subject to the CUP process.
 - Energy efficient design techniques, LEED standards, or an equivalent standard are encouraged.
 - Other integrated green infrastructure elements are encouraged.
 - Approved public art is encouraged.
- *CUP (170-20B) may be used to adjust standards.*

STREETSCAPE STANDARDS

Streetscape standards were crafted to ensure streets in mixed use areas of the **CBD Gateway** district have a relationship with adjacent buildings, accommodate pedestrians and bicyclists, and are compatible with the character of Dover's neighborhoods. All street elements must be consistent with Dover Streetscape and Landscape Standards. **For more information on streetscape standards, please see Section 3 of Dover's CBD Architectural Design Guidelines.**



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
20 Central Business District Regulations
32 SIGN Review and Regulations

- Sidewalks ~~shall~~ are encouraged to be brick and a shall be minimum of 5 feet wide.
- Street trees shall be planted at an average spacing of 25 to 30 feet on center. Planting method shall allow for maximum root zone space where possible. Existing healthy street trees shall be protected, if possible.
- Unpaved ground area along the frontage shall be planted with appropriate groundcover or shrubs, no bare ground permitted. Low Impact Development techniques such as rain gardens, bioretention areas, tree boxes and other green infrastructure techniques shall be incorporated into these landscaped areas and maintained to ensure 5' wide walkway.
- Projects shall be designed to maintain and enhance, the quality of vehicular, bicycle and pedestrian circulation and safety on affected public streets.
- Street furniture ~~shall~~ is encouraged to be provided as follows:
 - 1 bench for every 75 feet of frontage.
 - At least 1 waste bin at each block corner.
 - 1 bike rack per non-residential project.
- Lighting and mechanical equipment standards per 170-20(E) (3)(d).
**CUP (170-20B) may be used to adjust standards.*

STREETSCAPE ELEMENTS

“# On Dover Point Road, within 300 feet of the center line of New Rochester Road, and for lots on Rutland Street:

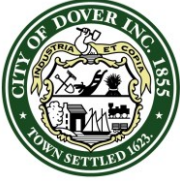
- *Building Height is limited to 2 Stories, unless a structure on adjacent property is 3 stories, in which case this may be matched.*
- *Residential is limited to Single Family and Two Family Dwelling units, unless part of a permitted mixed use building*
- *Professional Service & Office, Eating and Drinking Establishments and Retail/Personal Services are limited to 2,000 sf per unit”*

10. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-20, “Central Business District”, subsections D(2) and (3), to read as follows:

a. THE FOLLOWING ARE AMENDED:

D. Standards and regulations



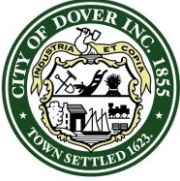
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2022.08.10 – 010**
Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
8 Zoning Map
12 Applicability of Tables of Use and Dimensional regulations by District
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32 SIGN Review and Regulations

- (1) The standards for use and dimensions to be utilized within the CBD are shown on the tables at the end of the section. Included in each table are the following areas:
 - (a) District Purpose
 - (b) LOT Occupation Regulations
 - (c) Diagram of BUILDING HEIGHT
 - (d) Diagram of BUILD TO LINEs
 - (e) Special Regulations
 - (f) Permitted Uses
- (2) Through the issuance of a conditional use permit, BUILDING HEIGHT may be increased by one (1) story, which shall be setback from the allowed height to create a terrace, for either:
 - (a) Each ~~subgrade~~ fully below-grade story of parking provided on the site; or.
 - (b) Additional units resulting from this CUP are restricted so that the rent of said units conforms to the HUD Fair Market Rent rates, for Dover, published annually by the New Hampshire Housing Finance Authority.
- (3) General Guiding Principles for BUILDING Placement
 - (a) The goal of the BUILDING HEIGHT and BUILD TO LINE standards is the creation of a healthy and vital public realm through good STREET space.
 - (b) BUILDINGs are aligned and close to the STREET.



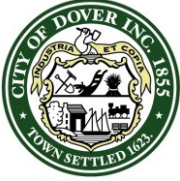
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- (c) The STREET is a coherent space, with consistent BUILDING forms on both sides of the STREET, creating a clear PUBLIC SPACE and community identity.
- (d) BUILDINGs oversee the STREET (and SQUARE) with active fronts contributing to a vital and safe PUBLIC SPACE.
- (e) Property lines are physically defined by BUILDINGs or STREET WALLs.
- (f) BUILDINGs are designed for an urban feel and situation. Views are directed to the STREET and the garden/courtyard, not toward the neighbors. However within the STREET wall alcoves or small courtyards are permitted to allow for seating and public access
- (g) Vehicle storage, garbage and mechanical equipment are kept away from the STREET.
- (h) Within the General, and Mixed Use, sub-districts, new non-residential activities must make up at least 20 percent of the structure or be located on the GROUND FLOOR.
 - 1. If retail and commercial activities are located on the GROUND FLOOR of BUILDINGs not fronting directly onto a STREET or municipal parking lot, the HEIGHT of the BUILDING may be increased by one (1) story.
 - i. Any additional stories shall be setback to create a terrace, and approved via a Conditional Use Permit.
- (i) In the TOD residential may be located on the GROUND FLOOR, however new retail and commercial activities are encouraged to be developed.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

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Chapter: 170
Section: 6 Word Uses and Definitions
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32 SIGN Review and Regulations

- (j) Parking (not including on-street parking) should be away from the STREETS and shared by multiple owners/users.
- (k) Historic character should be preserved and enhanced by context sensitive construction.

11. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-12, “Applicability of Tables of Use and Dimensional Regulations by District”, by revising the Permitted Uses Table in the Commercial Manufacturing (CM) by adding footnote 9 to be placed at the heading for “Permitted Uses” as follows:

a. THE FOLLOWING ARE AMENDED:

[9] Solar/Green Roof Standard:

- All buildings must be solar ready
- Commercial and mixed use buildings that are 25,000 sq ft or more must also incorporate solar panels and/or a green roof on at least 30 percent of the roof area.

12. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-12, “Applicability of Tables of Use and Dimensional Regulations by District”, by revising the Permitted Uses Table in the Commercial (C) by adding footnote 8 to be placed at the heading for “Permitted Uses” as follows:

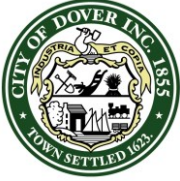
a. THE FOLLOWING ARE AMENDED:

[8] Solar/Green Roof Standard:

- All buildings must be solar ready
- Commercial and mixed use buildings that are 25,000 sq ft or more must also incorporate solar panels and/or a green roof on at least 30 percent of the roof area.

13. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-12, “Applicability of Tables of Use and Dimensional Regulations by District”, by revising the Permitted Uses Table in the Innovative Technology (IT) by adding footnote 15 to be placed at the heading for “Permitted Uses” as follows:



CITY OF DOVER

CITY OF DOVER - ORDINANCE

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Ordinance Title: Zoning
Chapter: 170
Section: 6 Word Uses and Definitions
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a. THE FOLLOWING ARE AMENDED:

[15] Solar/Green Roof Standard:

- All buildings must be solar ready
- Commercial and mixed use buildings that are 25,000 sq ft or more must also incorporate solar panels and/or a green roof on at least 30 percent of the roof area.

14. AMENDMENT

Chapter 170 entitled “Zoning” is hereby amended by revising Section 170-32, “SIGN Review and Regulations”, to amend errant references from “Subsection Q” to “Subsection O”, in subsections C(1), C(9), O(1)(a)(iv), and O(1)(c)(i), and any other such instance, as follows:

a. THE FOLLOWING ARE AMENDED:

SIGNS AND FENCES

170-32. SIGN Review and Regulations.

...

C. General provisions. All SIGNs shall conform to the following regulations:

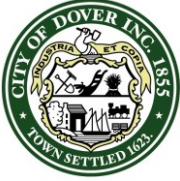
- (1) SIGN Location. SIGNS shall relate only to the premises upon which they are located, excluding TEMPORARY SIGNs as regulated in Subsection [EO](#).

...

- (9) TEMPORARY SIGNs are prohibited, except as otherwise provided in Subsection [EO](#).

...

O. TEMPORARY SIGNs. No TEMPORARY SIGN shall be erected or placed in the City of Dover without a TEMPORARY SIGN permit issued by the Planning and



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

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Community Development Department, except as noted in Subsections (1)(b). The following regulations shall apply:

(1) TEMPORARY SIGNS are prohibited in all residential zoning districts (R-40, R-20, R-12, RM-SU, RM-U, HR, and CBD-R). Where permitted TEMPORARY SIGNS are subject to the following regulations:

(a) TEMPORARY SIGNS Allowed With One-Week Permit. A LOT or tenant may obtain a TEMPORARY SIGN permit for one week, provided that all of the following conditions are met:

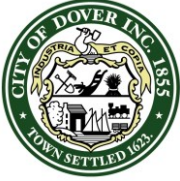
...

iv. If the TEMPORARY SIGN is located on a City SIDEWALK or within a public right-of-way directly in front of the BUILDING, the requirements in Subsection [QQ.\(1\)\(d\)](#) must be met.

...

(c) TEMPORARY SIGNS Allowed With Annual Permit. One (1) TEMPORARY SIGN shall be permitted per each PRINCIPAL BUILDING. BUILDINGs with an excess of one hundred (100) feet of STREET FRONTAGE shall be permitted one (1) additional TEMPORARY SIGN per every additional one hundred (100) feet of STREET FRONTAGE. See District Tables of Use for additional requirements.

(i) If the TEMPORARY SIGN is located on a City SIDEWALK or within a public right-of-way directly in front of the BUILDING, the requirements in Subsection [QQ.\(1\)\(d\)](#) must be met.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

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Section: 6 Word Uses and Definitions
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15. TAKES EFFECT

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

REQUIRES A PUBLIC HEARING AFTER TEN DAYS PUBLIC NOTICE PER RSA 675:7 AND DOVER CODE 170-53

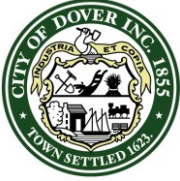
AUTHORIZATION

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 - ORDINANCE

Agenda Item#: 13.C.2.

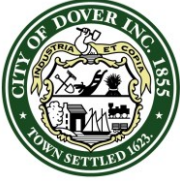
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DOCUMENT HISTORY:

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.		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

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ORDINANCE BACKGROUND MATERIAL:

For reference, amendments to the City of Dover’s zoning ordinance are governed by Dover Code Chapter 170-53 and RSA chapter 675.

The Planning Board “posted” amendments in March 2022 and, after public hearings on June 14, June 28, and July 26, 2022, the Planning Board unanimously adopted the amendments set forth in this ordinance on July 26, 2022.

One of the amendments is to rezone part of the R-12 District to Heritage Residential (HR) and part of the Gateway District to HR.

It is requested that the City Council waive the notice by first class mail in accordance with Dover Code Chapter 170-53(G)(2).

Included as part of the background are the following documents:

- Memorandum from Donna Benton, AICP to the Dover City Council dated August 3, 2022, containing the required report of findings;
- A copy of the letter mailed to each property owner in Dover.

To: Dover City Council
From: Donna Benton, AICP
CC: J. Michael Joyal, City Manager
Christopher Parker, AICP
Dover Planning Board
Date: August 3, 2022
Re: Zoning Amendments

ISSUE:

On July 26, 2022, the Planning Board unanimously approved 9 amendments to the City's Zoning Ordinance, Chapter 170.

INTENT:

This memo will briefly describe the findings of the Planning Board and ensure compliance with Chapter 170-53(F) of the Code.

GOALS:

The proposed zoning amendments must meet certain criteria for the Planning Board to support their adoption. This memo reviews the report criteria laid out in Chapter 170 to explain the findings of the Planning Board.

PROCESS:

The Planning Board and staff prepared a set of amendments in response to a list of areas of the Zoning Code the Board selected at its January 11th goal setting session.

The Planning Board posted the amendments after consideration on March 8, 2022 and March 22, 2022. It held public hearings on June 14, June 28, and July 26, 2022. The Board unanimously approved amended amendments at the July 26, 2022 hearing and forwarded them to the City Council for ratification.

ATTACHMENTS:

- Property Owner Letter

As per section 170-53(F), the Planning Board shall provide to the City Council a report on each proposed amendment that has been proposed and endorsed by it. This report shall include the Board's findings and recommendations on the following:

The consistency of the proposed amendments with the Master Plan;

Amendment 1 is supported through multiple Chapters but most notably in the 2018 Climate Adaptation Chapter. The 2012 Vision Chapter notes the need for Planning and development regulations to include architectural standards that preserve and safeguard the historic and architectural quality of Dover's historic buildings, downtown and neighborhoods. Amendments 2, 3 and 4 are based upon that goal. The 2017 Stewardship Chapter notes the need to encourage developers and homeowners to pursue energy conservation measures on their properties which Amendments 6, 7, and 8 support.

Amendments 5 and 9 are more housekeeping and syntax in nature rather than rooted or have an impact upon the Master Plan, other than they propose an orderly code for development.

The consistency of the proposed amendment with other plans, studies, or technical reports prepared by or for the Board and the City;

The proposed amendments do not conflict with any other plans, studies or technical reports.

The effect of the proposed amendment on the City's municipal services and capital facilities as described in the Capital Improvements Program;

There is no conflict with the Capital Improvements Program within the proposed amendments.

The effect of the proposed amendment on the natural, environment, and historical resources of the City;

Amendment 1, 6, 7, and 8 are designed to enhance the natural and environmental aspects of the City. Amendment 3 is designed to maintain established neighborhoods from less restrict zoning districts nearby.

The effect of the proposed amendment on neighborhood including the extent to which nonconformities will be created or eliminated;

The rezoning of certain lots from R-12 to Heritage Residential District (HR) and from Gateway to HR are designed to maintain the neighborhood feel which is consistent with HR. Any outliers that would become nonconforming from this rezone would be considered legal nonconforming. Many situations that may vary from zoning requirements in the HR can be relieved via a Conditional Use Permit, if needed.

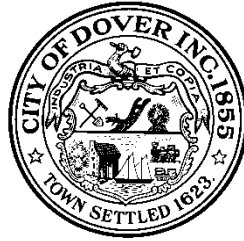
The effect of the proposed amendment on the City's economy and fiscal resources; and

No real effect anticipated. Amendments 6, 7, and 8 help to clarify the flexibility in that there is the option of solar or green roof for developments over a certain threshold and to expand that requirement to other districts.

The recommendation of the Planning Board relative to whether the proposed amendment should be adopted or rejected, and any recommendations for modifications to the proposed amendment.

The Planning Board unanimously approved the amendments (with a few amendments to the amendments since posting based off of public feedback) and hereby submits them to the City Council for ratification.

Donna P. Benton, AICP
Director
Planning & Community Development
d.benton@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6008
www.dover.nh.gov

City of Dover, New Hampshire

Department of Planning & Community Development

May 18, 2022

Dear Dover Property Owner:

The Dover Planning Board has scheduled **two** opportunities for the public to learn about and provide feedback on 16 proposed amendments to the Dover Zoning Ordinance. Public hearings will be held at each of the Planning Board meetings in June: **Tuesday June 14, 2022, and Tuesday June 28, 2022**. You are invited to attend one or both of the meetings, which will be held in **City Hall's City Council Chambers, 288 Central Avenue at 7:00 PM**. **You may also email Blue-Planning@dover.nh.gov or call (603) 516-6338 with comments**. The amendments were developed with input from Planning Board members and Planning Department staff. The amendments are listed below and available on the City website.

The following is a summary of amendments to the Commercial Manufacturing (CM) and Commercial (C) districts to enhance screening and hours of operation requirements to limit visual impacts.

1. Purpose
2. Amend the District Tables in regards to Vehicle Refueling and Recharging and Auto Service Stations.
3. Amend Commercial Manufacturing (CM) Conditional Use Permit Criteria for Self-Storage Facility and change definition of Self-Storage Facility for internally accessed facilities to be considered warehousing.
4. Takes Effect

Additionally, separate amendments have also been posted:

1. Purpose statement for substantive rezoning amendments.
2. Rezoning Medium Density Residential (R-12) along certain lots on Fisher Street and Rutland Street to Heritage Residential District. The purpose of the rezoning is to ensure that development is sensitive to the contextual nature of this older neighborhood.
3. Amending the Gateway District (G) architectural standards to clarify applicable locations and amending streetscape elements to include a 3 story limit on Rutland Street in the Gateway and limited to single family and two-family dwelling units unless part of a mixed use building
4. Amend Central Business District (CBD) to replace word "sub-grade" with "fully below-grade" and to allow the required non-residential space to be 20% of the structure or located on the ground floor. This change will provide the Planning Board flexibility in reviewing projects.
5. Revise the Commercial Manufacturing (CM) by adding solar/green roof requirements, consistent with the requirements in the Central Business District to promote resilient planning and design.
6. Revise the Commercial (C) by adding solar/green roof requirements, consistent with the requirements in the Central Business District to promote resilient planning and design.
7. Revise Innovative Technology District (IT) by adding solar/green roof requirements
8. Revise Sign Ordinance to fix errant reference to subsection "Q" to Subsection "O".
9. Takes Effect

ZONING AMENDMENT PUBLIC HEARING
City Council Chambers, City Hall

Tuesday, June 14, 2022 – 7:00 PM

Tuesday, June 28, 2022 – 7:00 PM



City of Dover
288 Central Avenue
Dover NH 03820-4169

Return Service Requested

****** IMPORTANT ZONING AMENDMENT INFORMATION ENCLOSED ******

The full text of the amendments is available through the Planning Department. View the amendments on the City's website at <https://bit.ly/2QBNiZq> or request a copy be emailed.

Please email Dover-Planning@dover.nh.gov or call (603) 516-6008 with comments.