

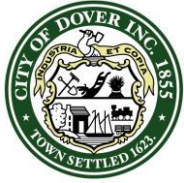
CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 13, 2024**
Meeting Time: **7:00 pm**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL ATTENDANCE**
5. **PROCLAMATIONS/AWARDS – WOMEN’S HISTORY MONTH**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
 - A. **AUTHORIZATION TO ACCEPT AND EXPEND NH CHARITABLE FOUNDATION SUPPLEMENT TO THE FEDERAL HIGHWAY ADMINISTRATION’S CULVERT AOP GRANT**
(THIS RESOLUTION REQUIRES A TWO-THIRDS MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. **BOARDS, COMMISSIONS AND COMMITTEES, CHAPTER 9, SECTION 5 RECREATION BOARD, SECTION 20 DOVER POOL ADVISORY COMMITTEE**
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. **February 21, 2024 – Workshop Meeting**
 - B. **February 28, 2024 – Regular Meeting**
 - C. **March 6, 2024 – Workshop Meeting**
11. **MAYOR’S REPORT**
12. **UNFINISHED BUSINESS**
 - A. **ORDINANCES IN THE 2nd READING**
 1. **BOARDS, COMMISSIONS AND COMMITTEES, CHAPTER 9, SECTION 5 RECREATION BOARD, SECTION 20 DOVER POOL ADVISORY COMMITTEE**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. **ORDINANCES IN THE 3RD READING**
 - C. **RESOLUTIONS**
 1. **AUTHORIZATION TO ACCEPT AND EXPEND NH CHARITABLE FOUNDATION SUPPLEMENT TO THE FEDERAL HIGHWAY ADMINISTRATION’S CULVERT AOP GRANT**



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 13, 2024**
Meeting Time: **7:00 pm**

(THIS RESOLUTION REQUIRES A TWO-THIRDS MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST

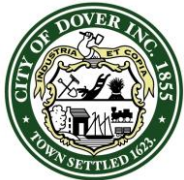
13. NEW BUSINESS

A. CONSENT CALENDAR

1. **ASSIGNING NAMES TO PUBLIC STREETS AND PARK WITHIN WATERFRONT DEVELOPMENT AND RENAMING CERTAIN OTHER STREETS**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **ACCEPTANCE OF EASEMENT FROM GEORGE MAGLARAS IN RELATION TO PORTLAND AVENUE RETAINING WALL PROJECT**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **APPROVAL OF PURCHASE AND SALES AGREEMENT BETWEEN THE CITY, THE DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, AND MEZZANINE CATERING LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF DOVER AND CHINBURG MANAGEMENT, LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **B24038 PLUMBING SERVICES AS NEEDED**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **CDL TRAINING FOR FLEET SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
7. **PURCHASE OF STREET SWEEPER SUPPLIES, EQUIPMENT AND SERVICES THROUGH ALLIED EQUIPMENT LLC – SOLE SOURCE AND APPROVED PROVIDER**
SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

- | | |
|--|--|
| 1. Arts Commission (Nemeth) | 16. Solid Waste Advisory Committee (Hackett) |
| 2. Conservation Commission (Williams) | 17. Transportation Advisory Commission (Richer) |
| 3. Library Board of Trustees (Nemeth) | 18. Joint Building Committee – DHS (Carrier) |
| 4. Appointments Committee (Williams) | 19. Heritage Commission (Retrosi) |
| 5. Planning Board (Cullen) | 20. Board of Health (Richer) |
| 6. School Board Liaison (Hackett) | 21. Downtown TIF Advisory Board (Warach) |
| 7. Arena Commission (Hackett) | 22. Coheco Waterfront Development Advisory Committee (Carrier) |
| 8. Recreation Advisory (Retrosi) | 23. COAST (Shanahan) |
| 9. Energy Commission (Richer) | 24. Waterfront TIF Advisory Board (Warach) |
| 10. Parking Commission (Warach) | 25. Dover Main Street (Carrier) |
| 11. McConnell Center Advisory Committee (Retrosi) | 26. Strafford Regional Planning Commission (Williams) |
| 12. Legislative Liaison (Shanahan) | 27. Government Affairs (Carrier) |
| 13. Committee for Racial Equity and Inclusion (Nemeth) | 28. Pool Advisory (Retrosi) |
| 14. Graffiti Management Advisory Committee (Nemeth) | 29. Cemetery Board (Warach) |
| 15. Ordinance Committee (Shanahan) | 30. Joint Building Committee – Athletic Complex (Cullen) |



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 13, 2024**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

1. **APPROVAL OF MUNICIPAL AGREEMENT CONCERNING RECLASSIFICATION OF A PORTION OF DOVER POINT ROAD AND WENTWORTH TERRACE; ACCEPTANCE OF RELATED EASEMENTS FROM STATE OF NEW HAMPSHIRE**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B14074 CONSTRUCTION PHASE FOR THE COMPOSITE ELEVATED WATER STORAGE TANK, ADDITIONAL SCOPE OF WORK – UNDERWOOD ENGINEERS**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **SETTING OF PROPERTY TAX EXEMPTIONS FOR ELDERLY, BLIND AND DISABLED FOR FISCAL YEAR 2025**
(TO BE REFERRED TO A PUBLIC HEARING AND VOTE TO TAKE PLACE ON MARCH 27, 2024)
(THIS RESOLUTION REQUIRES A MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

1. **LICENSING, CHAPTER 97, SECTIONS 3 AND 6**
(TO BE REFERRED TO A PUBLIC HEARING ON APRIL 10, 2024)
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **PEDDLERS AND VENDORS, CHAPTER 109, SECTIONS 3, 5, 7, 8**
(TO BE REFERRED TO A PUBLIC HEARING ON APRIL 10, 2024)
SPONSORED BY MAYOR CARRIER BY REQUEST

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN



PROCLAMATION

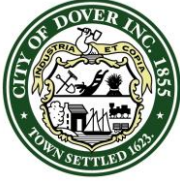
- WHEREAS:** Throughout history, women have played integral roles in shaping societies, contributing to every facet of human achievement, and breaking barriers in countless fields; and
- WHEREAS:** Women's History Month is a time to recognize and celebrate the extraordinary accomplishments and contributions of women from all walks of life, acknowledging their resilience, leadership, and perseverance in the face of adversity; and
- WHEREAS:** Women's History Month provides an opportunity to reflect on the progress made towards gender equality while also acknowledging the ongoing work needed to ensure that all women have equal opportunities, rights, and representation in every aspect of society; and
- WHEREAS:** The stories of women's achievements, struggles, and triumphs serve as inspiration for future generations, motivating individuals to strive for their dreams and empowering them to challenge stereotypes and discrimination; and
- WHEREAS:** By commemorating Women's History Month, we reaffirm our commitment to creating a more inclusive and equitable world where every woman and girl can thrive, free from discrimination and oppression;

NOW, THEREFORE, I, ROBERT CARRIER, MAYOR OF THE CITY OF DOVER, AND THE ENTIRE CITY COUNCIL, DO HEREBY RECOGNIZE THE MONTH OF MARCH AS:

WOMEN'S HISTORY MONTH

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Dover to be affixed this 13th Day of March, 2024.

Robert Carrier, Mayor
City of Dover, New Hampshire



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.02.28 - 30**

Resolution Re: Authorization to Accept and Expend the NH Charitable Foundation Supplemental to FHWA Culvert AOP Grant

WHEREAS: The City had received notice from the Federal Highway Administrations (FHWA) and the State of New Hampshire Department of Transportation of an award of grant funds for the purpose of funding the advancement of the restoration project and development for the upgrades to the Bellamy Road Culvert; and

WHEREAS: The FHWA Grant amount is \$421,600 and requires a city match of \$26,350 which was approved via resolution [R-2023.12.13-205](#). This NH Charitable Foundation Grant is a non-city match of \$228,400.00 and requires council approval for this portion making the total project amount of \$676,350.00; and

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

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

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

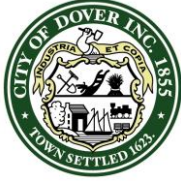
AND, FURTHER BE IT RESOLVED THAT:

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

Financing

Account	Description	Appropriation	Balance
TBD	NH Charitable Foundation	228,400.00	228,400.00

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.02.28 - 30**

Resolution Re: Authorization to Accept and Expend the NH Charitable
Foundation Supplemental to FHWA Culvert AOP Grant

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

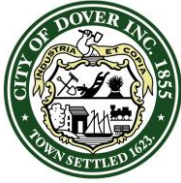
Recorded by: Jerrica Vansylyvong-
Bizier, City Clerk

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.02.28 - 30**

Resolution Re: Authorization to Accept and Expend the NH Charitable Foundation Supplemental to FHWA Culvert AOP Grant

RESOLUTION BACKGROUND MATERIAL:

The City of Dover partnered with the New Hampshire Department of Environmental Services to apply to the FHWA National Culvert Removal, Replacement, and Restoration Grant Program (Culvert AOP Program) for the design and permitting of the replacement of the Bellamy Road Bridge that conveys the Bellamy River.

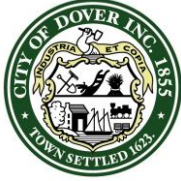
The existing crossing was constructed in 1967 and consists of corrugated metal plate (CMP) culvert. The New Hampshire Department of Transportation (NHDOT) issued a Critical Bridge Deficiency letter in July 2003 to the City recommending the culvert be posted to restrict loading to a maximum of 6 tons as a result of the culvert's severe deterioration. In the fall of 2004, a temporary reinforced concrete liner was constructed along the invert of the culvert to improve the bridge's structural capacity and avoid the change in load classification. The concrete invert contributes to the structure being perched above downstream water surface elevation, which is prohibitive to aquatic organism passage. In 2007, the Bellamy Road was overtopped by flood flows produced during the Patriots Day storm, which caused significant scour along the downstream embankment and road profile. While the structure was not affected, emergency action was required to re-build the road embankment slope on the downstream side with rip rap.

Over the past 20 years, NH Restoration partners have completed 3 dam removal projects along the lower Bellamy River, which has restored aquatic connectivity from Great Bay to an additional 1 mile of freshwater riverine habitat. In order to restore an additional 5.2 miles of stream habitat connectivity for anadromous River Herring, NH Restoration Partners are now focused on resolving a series of stream barriers that contribute to poor aquatic organism passage from river mile 5.1 to 5.3, including the Bellamy Road Culvert (river mile 5.2). The funding from the FHWA Culvert AOP Grant will enable the City of Dover to partner with NH Department of Environmental Services - Coastal Program (NHCP) and NH Fish and Game Department – Marine Division (NHF&G) to advance critical next steps of Bellamy River Fish Passage Restoration Project.

The design process will be guided by the following design objectives:

- to meet transportation needs, including accommodating anticipated vehicles and loadings.
- to optimize fish passage conditions through project reach for anadromous fish
- to safely accommodate flood flows with adequate freeboard
- to incorporate climate change considerations in all design elements
- to adhere to regulatory guidance and rule

The City will use the requested grant funding to hire a consulting engineer to perform design, engineering, and permitting with the abject of achieving 'shovel ready status' within the proposed 3-year grant duration. The requested grant funding will also enable the City to partner with the University of New Hampshire (UNH) Biological Sciences Department to monitor anadromous fish prior to the culvert replacement in accordance with the Culvert AOP Program requirements.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 12.A.1. Ordinance Number: O – 2024.02.14 - 2 Ordinance Title: Boards, Commissions and Committees Chapter: 9 Section: 5 Recreation Advisory Board 20 Dover Pool Advisory Committee	

The City of Dover Ordains:

1. PURPOSE

As set forth in the background, which is incorporated by reference, the purpose of this ordinance is to repeal the Dover Pool Advisory Committee and merge/consolidate the current members of same with the Recreation Advisory Board.

2. AMENDMENT

Chapter 9 entitled “Boards, Commissions and Committees” is hereby amended by revising Section 9-20, “Dover Pool Advisory Committee”, as follows:

a. THE FOLLOWING ARE AMENDED:

§ 9-20 ~~Dover Pool Advisory Committee~~ (Reserved).

- ~~A. Membership. The Dover Pool Advisory Committee shall consist of seven members and two alternate members. In addition, there shall be one City Councilor appointed on an ex officio nonvoting basis.~~
- ~~B. Terms of members. Members shall be appointed to terms of three years. Subsequent appointees shall be appointed to three-year terms or less, if necessary, to achieve a membership with staggered terms.~~
- ~~C. Authority and duties. The Dover Pool Advisory Committee shall study, consider and recommend to the City Council and City Manager, or designee, general policies for the operation of the Dover pools.~~

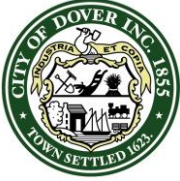
6.3. AMENDMENT

Chapter 9 entitled “Boards, Commissions and Committees” is hereby amended by revising Section 9-5, “Recreation Advisory Board”, as follows:

a. THE FOLLOWING ARE AMENDED:

§ 9-5 Recreation Advisory Board.

- A. Membership. The Recreation Advisory Board shall consist of ~~nine~~eleven members and three alternates, appointed by the City Council. There may also be a City Council liaison who shall be nominated by the Mayor and appointed by the City Council for the length of his/her Council term.
- B. Terms of members. Members shall be appointed to terms of three years.
- C. Authority and duties. The Recreation Advisory Board shall perform the following functions:



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2024.02.14 - 2**
Ordinance Title: Boards, Commissions and Committees
Chapter: 9
Section: 5 Recreation Advisory Board
20 Dover Pool Advisory Committee

- (1) Study, consider and recommend, to the City Council and the City Manager, or designee, general policies for the provision of recreation programs and facilities.
- (2) Review programs and recommend additions to or deletions of those programs in the City of Dover; advise and recommend to the City Council and the City Manager, or designee, of such improvements.
- (3) Aid and assist the City Council and the City Manager, or designee, in the formulation of future plans and programs for the ultimate benefit of all users of recreational facilities.
- (4) Study and recommend methods for financing proposed recreation developments.

7.4. **TRANSITION PROVISION**

As this ordinance repeals the Dover Pool Advisory Committee, the currently appointed and serving members of the Dover Pool Advisory Committee are, with passage of this ordinance, hereby re-appointed to the Recreation Advisory Board for (and to the extent of) the remainder of their existing terms for the repealed Pool Advisory Committee.

8.5. **TAKES EFFECT**

This ordinance shall take effect upon passage. The City Clerk shall cause publication of notice as required by RSA 47:18.

REQUIRES PUBLIC HEARING

TO BE REFERRED TO PUBLIC HEARING ON MARCH 13, 2024

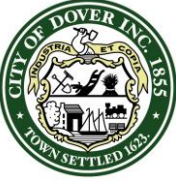
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 12.A.1.	
	Ordinance Number:	O – 2024.02.14 - 2
	Ordinance Title:	Boards, Commissions and Committees
	Chapter:	9
	Section:	5 Recreation Advisory Board 20 Dover Pool Advisory Committee

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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:

This ordinance repeals and consolidates/merges the remaining members of the Dover Pool Advisory Committee with the Recreation Advisory Board, as part of the City Council’s ongoing effort to re-organize and streamline City boards and commissions. The authority and duties of the Recreation Advisory Board have not been amended by this ordinance, as it is understood that the existing provisions in Dover Code § 9-5 encompass the Dover Pool Advisory Committee’s preexisting role and duties. There are currently five active and serving members of the Dover Pool Advisory Committee and no alternates, so this ordinance provides for slightly increasing the membership of the Recreation Advisory Board.

CITY MANAGER'S REPORT

March 13, 2024

Reporting On:
February 2024

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 constituents and/or customers. In addition, legal support is also provided to the Dover School Board and Superintendent of Schools as requested.

Legal support levels are tracked to the extent feasible. The tracking of legal support efforts revolves around legal services called “Matters” (legal questions and issues raised by staff and all other sources warranting ongoing attention), individual legal questions answered, litigation, legal documents (contracts, deeds etc.), resolutions, and responses to Right to Know requests. It is important to note, however, that not all activity each month results in a new “matter” being created, as a considerable number of tasks performed each month relate to preexisting matters that are in progress, or for discrete research issues or legal questions that may not result in the creation of a “matter” but are counted in the figures below as “Questions.”

TRACKED UTILIZATION DATA FOR THE MONTH OF February 2024

	For Month	FY24 FYTD	FY23	FY22
Legal Matters/Questions Handled	82	718	1,061	790
Review Existing Legal Contracts & Draft Memo	11	104	153	161
Legal Contracts/Memo Created	14	119	201	214
Right to Know Requests Processed	9	53	100	78
Resolutions	6	42	70	74
Ordinances	1	12	17	24
Leases	1	2	4	14
Primex Auto Claims Handled	5	39	80	46
Primex Liability Claims Handled	4	40	67	70
Primex Property Claims Handled	1	39	54	68

Right to Know Requests

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

- Seacoast Media – Request for appeal documents regarding Richard Hebbard
- Preti Flaherty – Request for any documents relating to deficiencies or non-compliance with the City's codes, rules and regulations pertaining to 153 Portland Avenue, Dover (Dunston's Market Inc. and/or Mr. Robert Dunston and/or Mrs. Barbara Dunston)
- US Environmental Protection Agency – Request for abatement orders issued by NH DHHS, records of compliance, copies of any permits/approval for converting commercial use to residential use to date for property located at 1 Washington Street.
- Preti Flaherty – Request for all documents related to fire, electrical and safety issues identified at 153 Portland Avenue, Dunston's Market and Deli, prior to June 24, 2022.
- Foster's – Request concerning legal fee expenditures
- CCS Global Tech – Request for information relating SAU 11 MTSS Data Management Software Platform
- Dixon & Associates – Request for application of construction submitted by Chinburg or the general contractor for renovations at 10 Second Street
- Colonial Adjustment – Request for Dover Fire & Rescue documentation of incident at 64 Venture Driver, Dover
- Canibuild.com – Request for GIS Shapefiles for the City of Dover, NH

Goals & General Activities

The City Attorney's Office supported Council and Master Plan goals by handling the following:

Attainable housing (Vision): Assistance with City development agreements. Also assisted with efforts to facilitate development of new housing.

Conservation: Assistance with closing on acquisition of conservation easement.

Transportation: Assisted with acquisition and administration of publicly held easements related to transportation infrastructure.

Goals and General Activities of the Office of the City Attorney:

The Office conducts litigation with an eye toward public service and respectfully communicating with the public, including litigants.

The Office continues to assist with the Cocheco Outfall project and coordinating same with contaminated soils removal by Eversource. Also assisted with City planning for compliance with EPA lead and copper rule for public drinking water systems.

The City Attorney assisted the Committee for Racial Equity and Inclusion with open discussion at a recent meeting.

Other activities of potential interest:

The Office undertook normal review of relevant professional literature. The Office reviewed applicable decisions of the New Hampshire Supreme Court, the United States District Court for the District of New Hampshire, and the United States First Circuit of Appeals. The Office also reviewed case highlights provided by the International Municipal Lawyers Association. The Office receives and reviews professional journals, as well as undertakes periodic review of federal legal developments in the field of education, labor, and other matters.

The City Attorney serves as the chair of the City's Records Committee (as the City Manager appointee). The Office of the City Attorney assists the Ordinance Committee as staff liaison. The Office of the City Attorney also serves as staff liaison for the Ethics Committee.

The Deputy City Attorney is assisting in ongoing labor negotiations.

Dover School District: Assisted with employment matters. Assisted with public records requests. Assistance with resolutions. Assisted with new scholarship donations.

Executive Department: Assisted business development with development agreements. Assisted business development with potential sales of City property.

Community Services: Assisted with multiple code enforcement matters. Assistance with NHDOT agreement reclassifying certain public roads. Assist with preparation for Portland Avenue project. Assisted with new EPA lead/copper rule. Assisted with easement drafting. Assisted with labor and employment matters.

Finance Department: Review and address various inquiries regarding collections.

Library: Assisted with contracting for capital improvements.

Planning: Assisted with compliance matters. Assisted with code enforcement inquiries. Assisted with public art project approvals.

Police: Assisted generally. Assisted with review of new laws and local code. Assisted with parking code inquiries.

Recreation: Assisted with risk management inquiries.

Welfare: Assisted with inquiries.

Pending Civil Litigation Update:

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.

Most recent developments bolded.

Maloney v. City of Dover –

Case is pending with Rockingham Superior Court. In July 2023, the trial court granted the City summary judgment. Plaintiff thereafter filed a motion for reconsideration, which the Court has now denied. Plaintiff filed an appeal. **Case is undergoing appeal briefing.**

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. Following is a list of remaining defendants with a brief note about status of each case:

- Purdue companies: Claims in bankruptcy; following a Second Circuit appeal ruling, the United States trustee has filed a motion to stay while seeking a writ of certiorari (i.e., acceptance of a discretionary appeal) **from** the United States Supreme Court. The United States Supreme Court has now granted certiorari and the appeal is believed to be in the briefing process.
- Endo companies: Claims in bankruptcy, though a potential settlement may be underway.
- Mallinckrodt: Claims in bankruptcy, but money appears to have been distributed to the State of New Hampshire in January 2023.
- Sacklers (Individuals): See Purdue update above.
- Rite-Aid: Has now filed bankruptcy and this Office is working with the City's outside counsel to determine response options.

Mary Hebbard v. City of Dover, John & Karen Brough and Ryan Colbath –

Complaint and counterclaims concerning Old Garrison Road and Sprue Lane. 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 denied. The case was then appealed by Mr. and Mrs. Hebbard. The Hebbards filed an appeal brief in June 2023. The City and other parties submitted opposing briefs in August 2023. The Hebbards have filed a reply brief, which the City moved to strike portions of and the Court has not yet ruled upon. No appeal decision has been received. Case has still not yet been scheduled for oral argument.

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 completed. The Court held an evidentiary hearing on September 9, 2022 relating to damages alleged by the defendants. No decision has issued yet on that damages hearing. The Hebbards have filed other post-hearing items since, to which the City has responded to the extent necessary. The parties are or should be in the process of fulfilling the other obligations of the earlier stipulation they entered into, which includes conveyance of an easement and a mutual release. **To summarize, as of end of January 2024, the Hebbards have not yet fulfilled all of their obligations under the earlier stipulation, and the "damages" matter has been briefed and is still awaiting decision, which includes the City's motion requesting an award attorney's fees (and/or used to setoff of any "damages" found to be due to Mr. and Mrs. Hebbard).**

City of Dover v. Secretary of State (House Redistricting) -

On July 26, 2022, a complaint was filed with the Strafford County Superior Court. In October 2022, the defendants filed a Joint Motion to Dismiss. In November 2022, the plaintiffs filed an objection, to which the defendants filed a reply. Plaintiffs filed a brief surreply memorandum. Case has not yet been scheduled for discovery. In June 2023, the Superior Court (Howard, J.) issued an Order denying the defendants' motion to dismiss. Thereafter, the defendants moved for reconsideration, which the Court denied. In August 2023, the defendants filed an answer to the complaint. In October 2023, with the parties unable to agree on case scheduling, the Court conducted a structuring conference and issued a scheduling order. A deposition of the plaintiffs' expert occurred in December 2023. The parties have now each filed for motions summary judgment. A four-hour summary judgment hearing is scheduled to occur on February 7, 2024. **Case is currently awaiting a summary judgment decision.**

Richard Strahan v. William McNamara -

Declaratory judgment and injunction action filed in U.S. District Court by a citizen against the University of New Hampshire, the Town of Durham, and the City of Dover. In the Complaint, the plaintiff alleges various claims arising out of a no-trespass order related to UNH Wildcats Transit. Outside counsel is defending this matter and has moved to dismiss the claims asserted by the plaintiff against Chief Breault. The Court denied the plaintiff's requests for a preliminary injunction, following the most recent of which the plaintiff filed an interlocutory appeal to the U.S. First Circuit Court of Appeals. The First Circuit later dismissed the interlocutory appeal. Plaintiff moved to amend to assert claim against presiding judge. The United States District Court for New Hampshire has denied the motion to amend and has granted a motion to dismiss Chief Breault as a party. **A new appeal to the First Circuit was recently filed.**

Garry Lane et al v. City of Dover et al. -

In October 2022, abutters filed an appeal of a decision of the Zoning Board of Adjustment granting an equitable waiver of dimensional requirements. The City and other respondent have filed an answer. The City filed a certified record. The final hearing was held on March 22, 2023 and the appellants and the City each filed a memorandum with the Court. The intervenor filed a post-hearing memorandum and the appellants filed a reply to same. In October 2023, the trial court issued an Order on the merits affirming the decision of Dover's ZBA. Mr. and Mrs. Lane have now appealed to the New Hampshire Supreme Court. **The appeal is undergoing briefing.**

Pamela Leighton et. al. v. City of Dover et al -

In November 2022, representatives of the estates of two decedents filed a tort action in Strafford Superior Court, naming as defendants a former Dover police officer and the City of Dover. In December 2022, the City and co-defendant filed answers to the Complaint. Case is now in general discovery. In October 2023, defendants filed a motion for summary judgment. Plaintiffs have objected. Defendants filed a summary judgment reply memorandum, to which the plaintiffs responded by reply in December 2023. No summary judgment hearing has yet been scheduled and no summary judgment decision has issued.

Tibbett v. City of Dover -

The City was notified in January 2023 of an appeal to Superior Court of a subdivision approval in November. In February 2023, the City filed a certified record and answer to the complaint. The City filed a memorandum of law and a hearing on the merits was held on May 1, 2023. By Order dated June 27, 2023, the Superior Court (Will, J.) affirmed the decision by the Dover Planning Board. A motion for reconsideration was thereafter filed by the party/petitioner who filed the Court appeal. By Order dated September 20, 2023 the Court denied the motion for reconsideration. The petitioner has now filed an appeal with the NH Supreme Court. The parties underwent appellate mediation, which was not successful in resolving the dispute. **Case is expected to soon begin undergoing appeal briefing.**

Liberty Mutual v. City of Dover -

A taxpayer has filed a property tax abatement lawsuit with the Strafford County Superior Court. City has accepted service. In October 2023, the City filed an answer. Case has now been structured and is in general discovery.

Franklin Square Apartments, LLC v. City of Dover -

A taxpayer has filed a property tax abatement action with the Board of Tax and Land Appeals. The City Attorney and Deputy City Attorney have filed appearances. Case did not resolve within the mandated settlement period, which will likely prompt the BTLA to set the case for hearing on the merits at a future date.

Essential Properties, LLC v. City of Dover -

A taxpayer has filed a property tax abatement action with the Strafford Superior Court. In December 2023, the City Attorney filed an appearance and answer. Case has been structured and is in general discovery.

NH Real Estate Comm. V. NE Coast to Country Realty Investments, LLC et al -

In December 2023, the City received a notice of a new civil receivership action commenced by the State through its Real Estate Commission. The Court has appointed a receiver to take over the assets of a real estate agency who allegedly committed various unlawful acts. The City appears to have received the notification because one possible real estate asset of the company's principal is owned in Dover, for which water/sewer liens have been perfected. The City Attorney filed an appearance and is monitoring the docket.

Reddyinfosys, Inc. v. City of Dover:

A property owner who appealed a water/sewer assessment to the Dover Utilities Commission and later City Council has now filed a Superior Court action seeking to abate water/sewer charges. City Attorney filed an appearance and motion to continue the hearing and answer deadline, which the Court granted. City Attorney is currently determining next steps in the matter.

Professional Development:



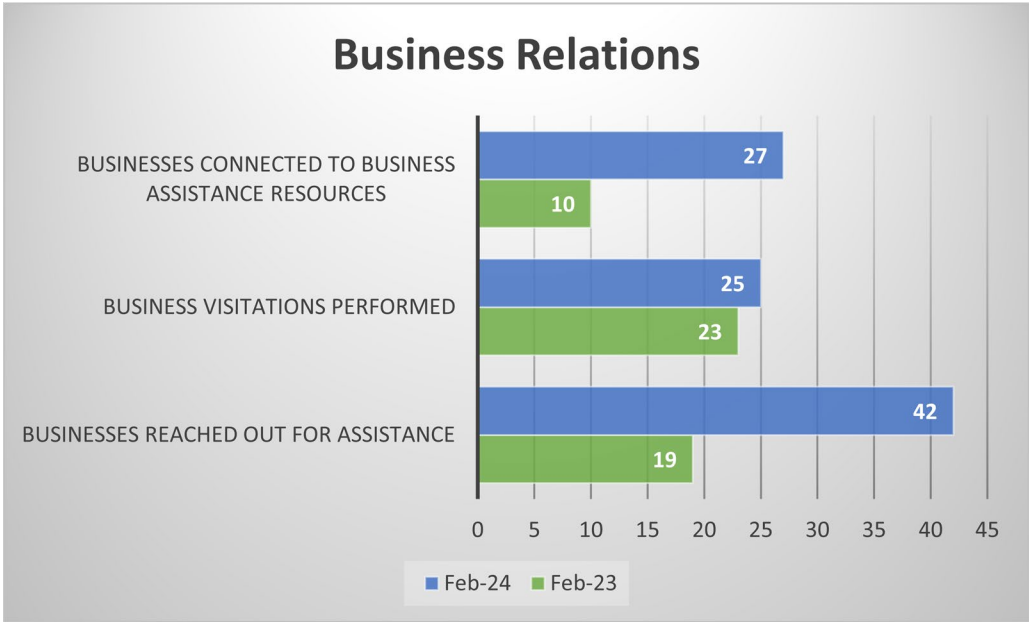
The Office of the City Attorney places significant importance on professional development in areas germane to the City's needs. The City Attorney continues to serve on a bar committee investigating generative artificial intelligence and its impact on the practice of law. The Deputy City Attorney attends monthly meetings for the bar's Law Related Education Committee and is a member of the Inns of Court and participates in monthly networking and continuing education meetings.

Concluding Remarks:

The Office continues its efforts to be more forward looking where possible, with the goal of increasing transparency and preventing problems or disagreements to the extent possible. The Office has increased its efforts to develop and use collaboratively created templates, "best practice" checklists, documented workflows, development of information sheets for legal issues of current public concern or attention, and dissemination of decision-making information to City staff and board members. City Code supplements are continuing on a quarterly update schedule. The recodification of the City's zoning ordinance continues—General Code has provided the proposed, recodified version of Chapter 170, and the Office of City Attorney is working with Planning to review that draft and, if in order, to bring it forward in the form of an ordinance in the near future.

Business Development

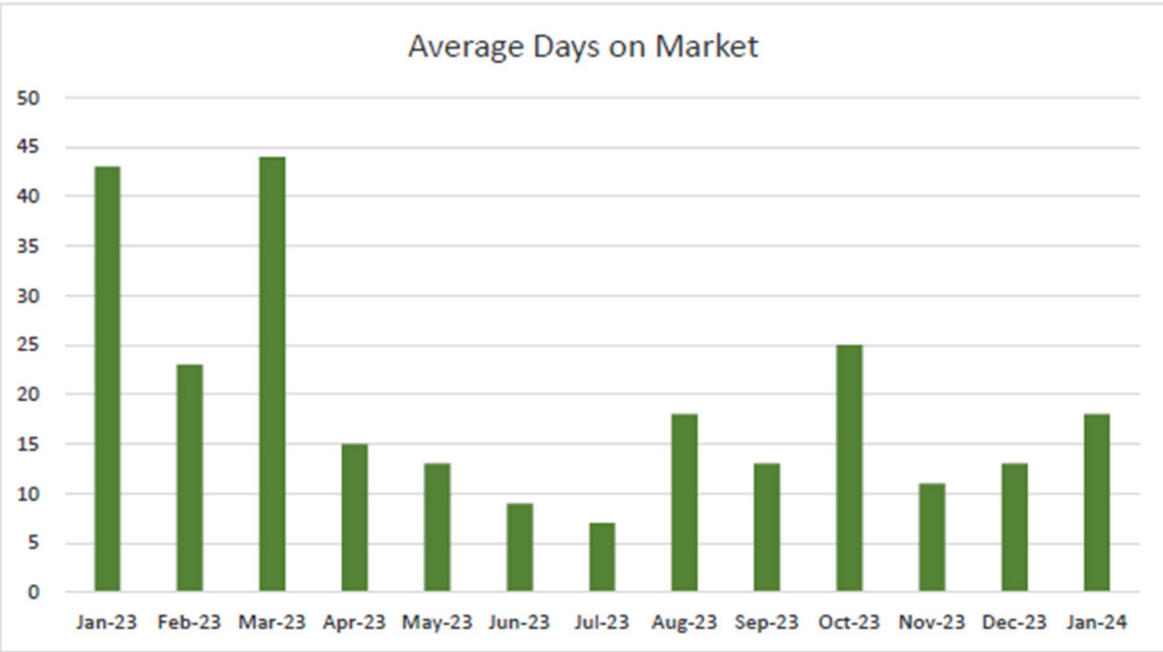
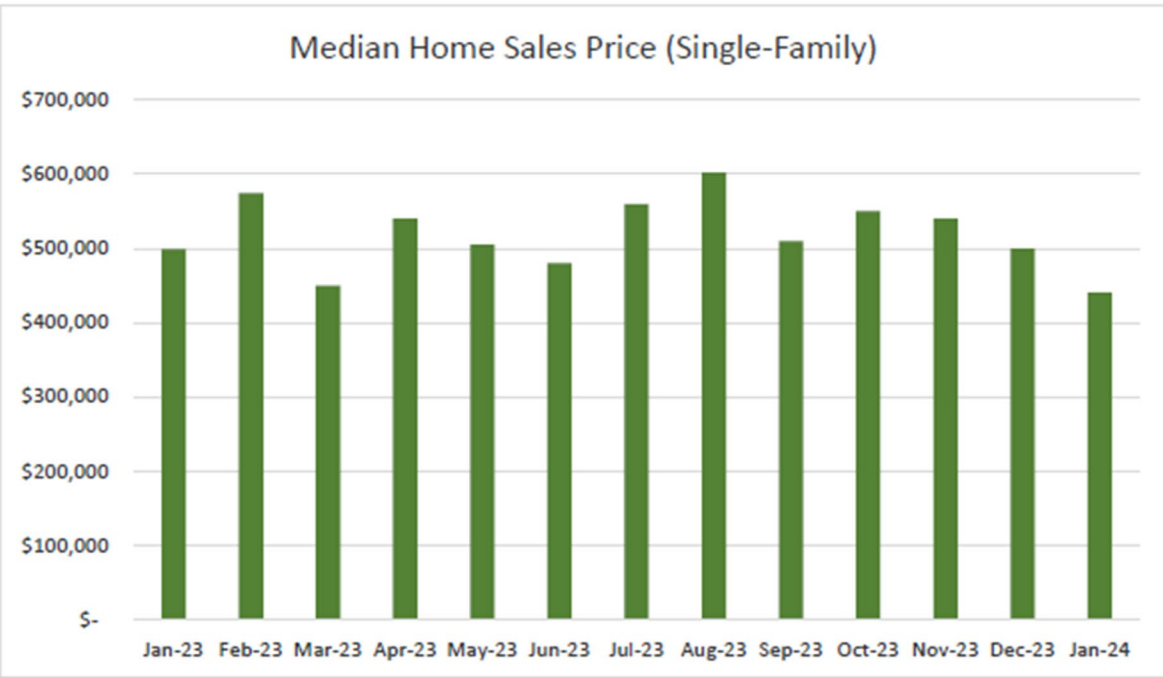
by Christopher Parker, Deputy City Manager



Labor & Home Sales

	January-23	January -24	12-Mo. Avg.
Dover Labor Force	18,840	N/A*	N/A*
Dover Unemployment Rate	2.6%	N/A*	N/A*
Median Home Sales-Single Family	\$499,000	\$440,000	\$ 519,308
Average Days on Market	43	18	16

*Unavailable at time of report.



New Business / Commercial Development / Downtown Updates

- ★ The Dover Retail Group successfully inaugurated its First Friday collaborative shopping event. Despite the challenge of occurring during the school vacation period, the event received positive feedback from patrons who appreciated the opportunity to shop locally, between 5-8 pm, on the first Friday of each month. This enthusiasm has led to an increase in the number of businesses interested in participating in the upcoming April event.
- ★ Recognizing the potential for further growth and the necessity of structured support for their initiatives, the Dover Retail Group is in the process of transitioning into a nonprofit organization. This strategic move towards obtaining a 501(c)(3) status is aimed at enhancing their ability to secure funding for promotional activities and event organization, thereby contributing to the vibrancy and economic vitality of the downtown.
- ★ The division is witnessing a surge in interest in perceived vacant downtown spaces, indicating a healthy demand for commercial real estate. This uptick in business activity, which was noticeable earlier this season, signifies an optimistic outlook among business owners for expansion opportunities.
- ★ The Office of Business Development has revitalized the Discover Dover Stakeholder Group, formerly known as the Tourism Stakeholders Group. Disbanded during the pandemic, the group is set to reconvene, providing a platform for event hosts to coordinate, prevent scheduling conflicts, and foster cross-promotion. This initiative is expected to enhance communication among city stakeholders, local businesses, and hotels, ultimately enhancing the city's appeal to residents and visitors.

Economic Activity

- ✚ There remains a high demand for industrial real estate in New Hampshire. While there has been an increase in the statewide vacancy rate, this is likely due to increased construction and longer times for lease or purchase agreements to be finalized.
- ✚ Despite the increase in industrial real estate vacancies, rental rates continue to rise. In New Hampshire, overall rental rates increased by 12.6% year to year.
- ✚ Office vacancy rates are increasing, potentially showing that companies are determining the best work environment for employees to be hybrid or remote work.
- ✚ In the Greater Boston Area, economic activity appeared to decline slightly. Meanwhile, there was an above average increase in tourism activity.

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

Housing metrics obtained from NHAR-Strafford County.



Waterfront - Update:

This month an extraneous effort was focused on the removal of overburden material (rock or soil overlying other subsurface elements of a site) from the bluff area. The focus of removing the overburden and large amount of clay material is crucial for the preparation of processing ledge quantities below. These ledge elements are useful for structural fill and create a solid base for development. In all, approximately 50-60 thousand cubic yards of material has been moved from the area to date. The effort will continue until the end of the month. Maine Drilling and Blasting has now mobilized, taken preliminary test shots and targeted sequential blasts will methodically create needed ledge relief for both foundation and utility infrastructure installations. The blasting of ledge will also allow for an additional processing effort to commence and be applied directly to the work surface as a result. This effort will further increase the efficiency of the overall effort.

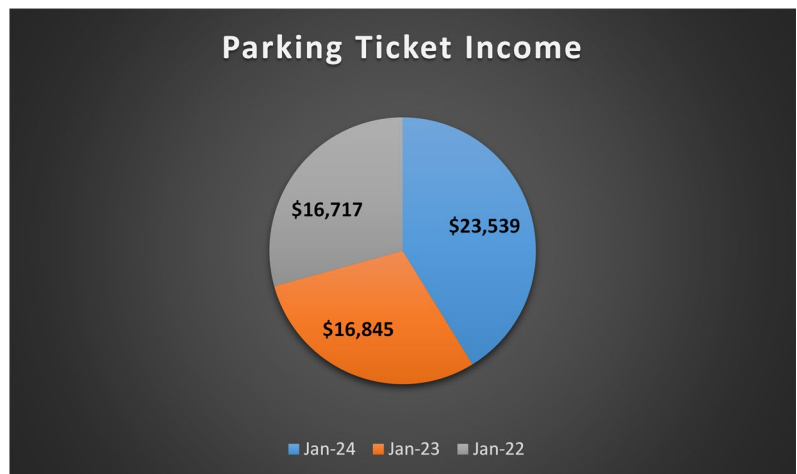
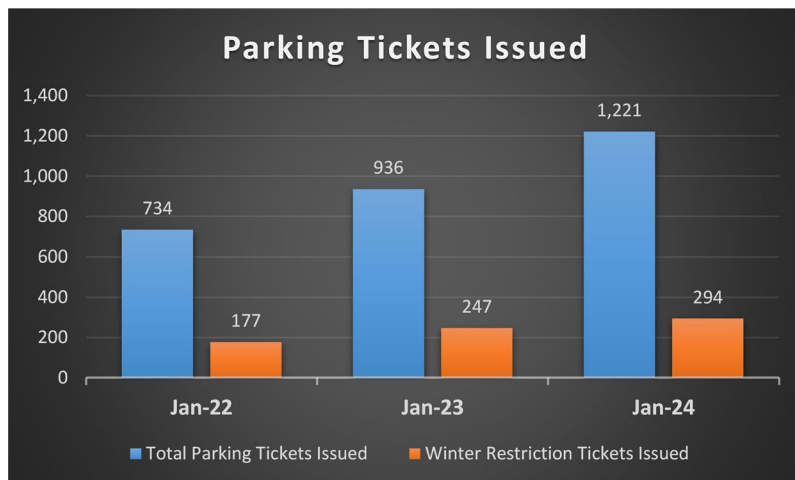
Work has been completed in building footprint “C” on obstruction excavation and removal. The effort is now concentrated on building “D” with a significant effort being focused on the former footprint of the WWTP as its structure has proven to be very deep beneath existing grade. Ground water and unstable soils continues to complicate the effort. Final subgrade adjustments are ongoing to allow for delineation fabric application for the Remedial Action Plan (RAP). Pad site “C” is complete and pad site “D” is nearly complete and awaits the completion of the removal of the former WWTP to proceed. This paves the way for the RAP closure process and the application of the obligated minimum 2’ of clean fill for the pad ready obligation. The effort will continue with in the parcel until parcel 1-4 and 1-5 are complete early next month.

Shoreline work and the construction of the granite toe wall continues to accelerate towards the Makem bridge. Approximately 200’ of granite toe wall has now been completed with an additional 75’ in various stages of completion. The wall has been tied into the historic granite wall on the north side of the bulkhead area. This is where a walk-in kayak ramp was eliminated. Existing sheathing/coffer dam will be now removed and transferred further upstream to pave the way for additional area to be prepped and work to commence on further construction of the wall. The next stage will be application of the flex MSE wall (a sustainable vegetated wall system designed to be natural and long lasting) treatments and associated grade adjustments. The final vacation of existing overhead utilities will be completed early March removing the final obstacles for the completion of the remainder of the shoreline stabilization work.

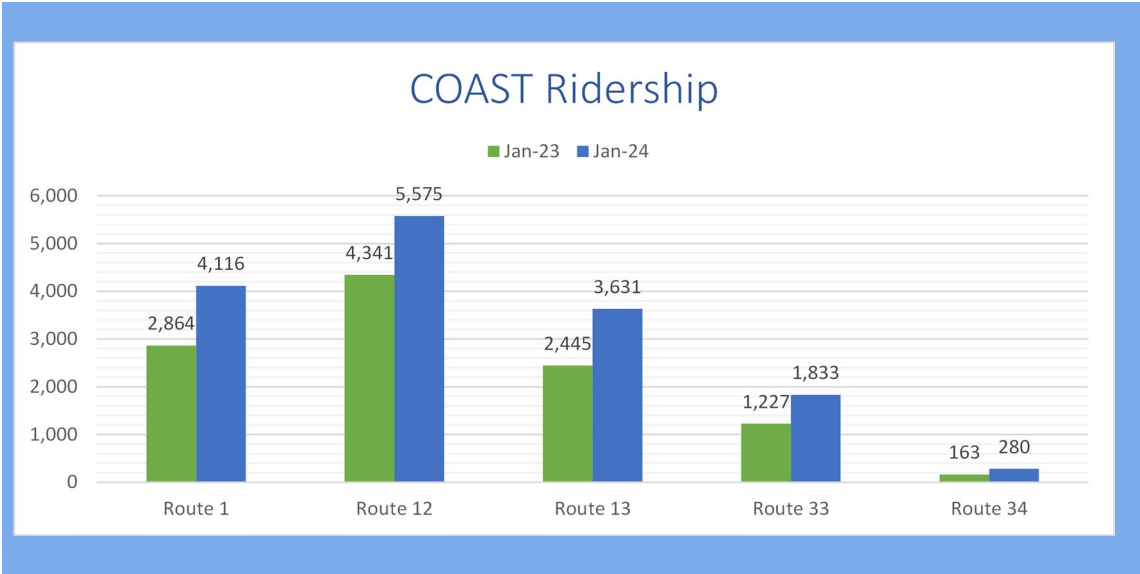
Permanent road construction efforts have also now commenced in areas where utility installations have been completed. The first effort is to install robust coarse subgrade base materials. Second a road stabilization fabric, then the additional select gravels and pavement sections will follow further improving long term access and permanent long-term paved roadways will follow.

One last note, April 8 will most likely see the closing of River Street and the Makem bridge to traffic not accessing the site as crews begin work along the portion of River Street along Henry Law Park.

Parking Division

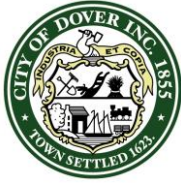


Ridership Activity



Route 1	Dover/Somersworth/Berwick
Route 12	Rochester/Somersworth/Dover
Route 13	Dover/Portsmouth
Route 33	Downtown Dover/County Complex/Portland Ave
Route 34	Downtown Dover/Knox Marsh Rd

J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: City Hall, Council Chambers
Meeting Date: **Wednesday, February 21, 2024**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Nemeth led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

Present: Councilor Cullen, Councilor Nemeth, Councilor Richer, Councilor Williams, Councilor Hackett, Councilor Cullen, Deputy Mayor Shanahan, Mayor Carrier
Also Present: City Manager Joyal, City Attorney Wyatt, City Clerk Vansylyvong-Bizier

5. PUBLIC FORUM

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

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

6. DISCUSSIONS

A. REVIEW OF PROPOSED FY2025 BUDGET

1. SCHOOL

Superintendent Harbron and Business Administrator Limanni gave a PowerPoint presentation on the proposed School Department budget.

2. EXECUTIVE

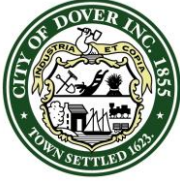
City Manager Joyal gave an overview of the proposed Executive Department budget.

3. FINANCE

Director Lynch gave a PowerPoint presentation on the proposed Finance Department budget.

4. LIBRARY

Director LaFrance gave a PowerPoint presentation on the proposed Library Department budget.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: City Hall, Council Chambers
Meeting Date: **Wednesday, February 21, 2024**
Meeting Time: **7:00 pm**

5. WELFARE

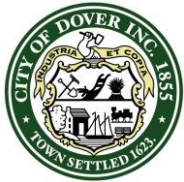
Director Balian gave a PowerPoint presentation on the proposed Welfare Department budget.

6. DOVERNET

Director Dove gave a PowerPoint presentation on the proposed Information Technology budget.

7. ADJOURNMENT

Councilor Richer moved to adjourn.
Vote: 9-0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, February 28, 2024**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Retrosi led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

Present: Councilor Hackett, Councilor Retrosi, Councilor Warach, Councilor Cullen, Councilor Richer, Deputy Mayor Shanahan, Mayor Carrier

Absent: Councilor Williams, Councilor Nemeth

Also Present: City Manager Joyal, City Attorney Wyatt, City Clerk Vansylyvong-Bizier

5. PROCLAMATIONS/AWARDS

None

6. APPROVAL OF AGENDA

Deputy Mayor Shanahan motioned to approve the agenda, seconded by Councilor Hackett.
Vote 7-0.

7. PUBLIC HEARINGS

A. FISCAL YEAR 2025 BUDGET APPROPRIATIONS, FEES, AND CAPITAL IMPROVEMENTS PROGRAM – SCHOOL PORTION ONLY (CITY PORTION PUBLIC HEARING TO BE HELD ON MARCH 20, 2024) SPONSORED BY MAYOR CARRIER BY REQUEST

Fran Meffen, 16 Benjamin Way, spoke in favor of the School budget.

Michelle Clancy, 22 Parsons Lane, spoke in favor of the School budget.

Jim Vershern, 102 Sixth Street, spoke in favor of the School budget.

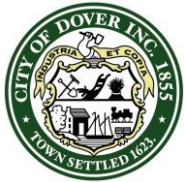
Jack Meffen, 16 Benjamin Way, spoke in favor of the School budget.

Kathy Fahey, 3 Arbor Drive, spoke against the School budget.

Micaela Demeter, 33A Piscataqua Road, spoke in favor of the School budget.

B. AUTHORIZATION TO ACCEPT AND EXPEND INVESTNH MUNICIPAL PER UNIT AWARD GRANT MPU22-126 FROM NH BUSINESS AND ECONOMIC AFFAIRS SPONSORED BY MAYOR CARRIER BY REQUEST

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, February 28, 2024**
Meeting Time: **7:00 pm**

C. ACCEPTANCE OF THE FY25 ACTION PLAN AND THE EXPENDITURES FOR FY25 CDBG ENTITLEMENT FUNDS, FY24 PROGRAM INCOME, AND FY25 PROGRAM INCOME
SPONSORED BY COUNCILOR CULLEN

The Mayor, 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.

Fran Meffen, 16 Benjamin Way, questioned whether the impact fees being charged to developers are enough to cover the increased need for services.

9. CITY MANAGER'S REPORT – PRESENTATION OF FY2023 AUDIT AND ANNUAL COMPREHENSIVE FINANCIAL REPORT

Gail Daudelin from Dover Main Street gave an update on the activities of the organization.

Zach Fentross, from Marcum LLP, gave a PowerPoint presentation on the fiscal year 2023 audit performed.

10. APPROVAL OF MINUTES

A. February 7, 2024 – Workshop Meeting

B. February 14, 2024 – Regular Meeting

Deputy Mayor Shanahan motioned to approve the minutes, seconded by Councilor Retrosi. Vote 7-0.

11. MAYOR'S REPORT

The Mayor and Deputy Mayor gave an overview of the various events they attended over the past few weeks.

Deputy Mayor Shanahan motioned to approve, seconded by Councilor Warach. Vote 7-0.

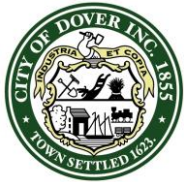
12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

- 1. AUTHORIZATION TO ACCEPT AND EXPEND INVESTNH MUNICIPAL PER UNIT AWARD GRANT MPU22-126 FROM NH BUSINESS AND ECONOMIC AFFAIRS (THIS RESOLUTION REQUIRES A TWO-THIRDS MAJORITY VOTE TO ADOPT PURSUANT TO CITY CHARTER C6-6)**
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, February 28, 2024**
Meeting Time: **7:00 pm**

Deputy Mayor Shanahan motioned to approve, seconded by Councilor Warach. Roll Call Vote: 7-0.

2. ACCEPTANCE OF THE FY25 ACTION PLAN AND THE EXPENDITURES FOR FY25 CDBG ENTITLEMENT FUNDS, FY24 PROGRAM INCOME, AND FY25 PROGRAM INCOME

SPONSORED BY COUNCILOR CULLEN

Deputy Mayor Shanahan motioned to approve, seconded by Councilor Retrosi. Roll Call Vote: 5-0, with Councilor Warach and Councilor Hackett abstaining.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. APPROVAL OF TEMPORARY PUBLIC ART INSTALLATION AT WALDRON COURT SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned to approve, seconded by Councilor Richer. Vote 7-0.

COMMITTEE REPORTS

- | | |
|--|--|
| 1. Arts Commission (Nemeth) | 16. Solid Waste Advisory Committee (Hackett) |
| 2. Conservation Commission (Williams) | 17. Transportation Advisory Commission (Richer) |
| 3. Library Board of Trustees (Nemeth) | 18. Joint Building Committee – DHS (Carrier) |
| 4. Appointments Committee (Williams) | 19. Heritage Commission (Retrosi) |
| 5. Planning Board (Cullen) | 20. Board of Health (Richer) |
| 6. School Board Liaison (Hackett) | 21. Downtown TIF Advisory Board (Warach) |
| 7. Arena Commission (Hackett) | 22. Coheco Waterfront Development Advisory Committee (Carrier) |
| 8. Recreation Advisory (Retrosi) | 23. COAST (Shanahan) |
| 9. Energy Commission (Richer) | 24. Waterfront TIF Advisory Board (Warach) |
| 10. Parking Commission (Warach) | 25. Dover Main Street (Carrier) |
| 11. McConnell Center Advisory Committee (Retrosi) | 26. Strafford Regional Planning Commission (Williams) |
| 12. Legislative Liaison (Shanahan) | 27. Government Affairs (Carrier) |
| 13. Committee for Racial Equity and Inclusion (Nemeth) | 28. Pool Advisory (Retrosi) |
| 14. Graffiti Management Advisory Committee (Nemeth) | 29. Cemetery Board (Warach) |
| 15. Ordinance Committee (Shanahan) | 30. Joint Building Committee – Athletic Complex (Cullen) |

Councilor Cullen gave an update on the Planning Board.

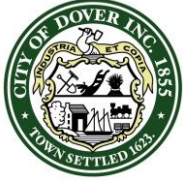
Councilor Hackett gave an update on the School Board and Arena Commission.

Councilor Richer gave an update on the Energy Commission.

Councilor Warach gave an update on the Parking Commission.

B. RESOLUTIONS

- #### **1. AUTHORIZATION TO ACCEPT AND EXPEND NH CHARITABLE FOUNDATION SUPPLEMENT TO THE FEDERAL HIGHWAY ADMINISTRATION'S CULVERT AOP GRANT** **(THIS RESOLUTION REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY VOTE TO BE HELD ON MARCH 13, 2024)** 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, February 28, 2024**
Meeting Time: **7:00 pm**

Deputy Mayor Shanahan motioned to refer to a public hearing, seconded by Councilor Warach. Roll Call Vote: 7-0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

None

15. COUNCIL MATTERS OF INTEREST

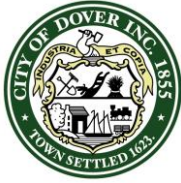
Mayor Carrier directed Councilors to contact Colleen Bessette if they would like to attend the Tri-Chamber Legislative Committee meeting taking place on March 18th.

Deputy Mayor Shanahan announced an Earth Day cleanup with the Dover Do-ers. The Deputy Mayor also gave an overview of the COAST Day-It Forward to the Council.

Mayor Carrier gave an overview of the de-plaquin that was attended by the Mayor, Deputy Mayor Shanahan, City Attorney Wyatt and Deputy City Manager Parker.

16. ADJOURN

Councilor Warach moved to adjourn, seconded by Councilor Richer. Vote: 7-0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: City Hall, Council Chambers
Meeting Date: **Wednesday, March 6, 2024**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Cullen led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

Present: Councilor Cullen, Councilor Nemeth, Councilor Richer, Councilor Hackett, Councilor Retrosi, Councilor Warach, Deputy Mayor Shanahan, Mayor Carrier

Absent: Councilor Williams

Also Present: City Manager Joyal, City Attorney Wyatt, City Clerk Vansylyvong-Bizier

5. PUBLIC FORUM

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

Seth Ulinski, 200 First Street, spoke about the Police Department budget and how cyber crime investigations are funded.

6. DISCUSSIONS

A. REVIEW OF PROPOSED FY2025 BUDGET

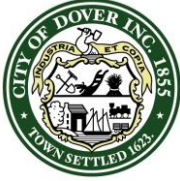
City Manager Joyal gave an overview of the handouts: State Funding in FY2025 Budget, Federal Grant Funding in FY2025 Budget, Tax Cap Over-ride History, and FY2025 Utility Fuel Budget.

1. PLANNING

Planning and Community Development Director Benton gave a PowerPoint presentation on the proposed budget for the Planning and Community Development Department

2. POLICE

Police Chief Breault gave a PowerPoint presentation on the proposed budget for the Police Department.



CITY OF DOVER

CITY COUNCIL - MINUTES

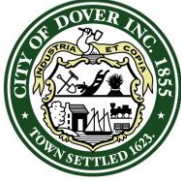
Meeting Type: Workshop Session
Meeting Location: City Hall, Council Chambers
Meeting Date: **Wednesday, March 6, 2024**
Meeting Time: **7:00 pm**

3. FIRE

Fire Chief and Emergency Management Director McShane gave a PowerPoint presentation on the proposed budget for the Fire Department.

7. ADJOURNMENT

Councilor Warach moved to adjourn, seconded by Councilor Nemeth. Vote: 8-0.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 12.A.1. Ordinance Number: O – 2024.02.14 - 2 Ordinance Title: Boards, Commissions and Committees Chapter: 9 Section: 5 Recreation Advisory Board 20 Dover Pool Advisory Committee	

The City of Dover Ordains:

1. **PURPOSE**

As set forth in the background, which is incorporated by reference, the purpose of this ordinance is to repeal the Dover Pool Advisory Committee and merge/consolidate the current members of same with the Recreation Advisory Board.

2. **AMENDMENT**

Chapter 9 entitled “Boards, Commissions and Committees” is hereby amended by revising Section 9-20, “Dover Pool Advisory Committee”, as follows:

a. **THE FOLLOWING ARE AMENDED:**

§ 9-20 ~~Dover Pool Advisory Committee~~ **(Reserved).**

- ~~A.—Membership. The Dover Pool Advisory Committee shall consist of seven members and two alternate members. In addition, there shall be one City Councilor appointed on an ex officio nonvoting basis.~~
- ~~B.—Terms of members. Members shall be appointed to terms of three years. Subsequent appointees shall be appointed to three-year terms or less, if necessary, to achieve a membership with staggered terms.~~
- ~~C.—Authority and duties. The Dover Pool Advisory Committee shall study, consider and recommend to the City Council and City Manager, or designee, general policies for the operation of the Dover pools.~~

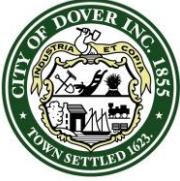
~~6.3.~~ **AMENDMENT**

Chapter 9 entitled “Boards, Commissions and Committees” is hereby amended by revising Section 9-5, “Recreation Advisory Board”, as follows:

a. **THE FOLLOWING ARE AMENDED:**

§ 9-5 **Recreation Advisory Board.**

- A. Membership. The Recreation Advisory Board shall consist of ~~nine~~**eleven** members and three alternates, appointed by the City Council. There may also be a City Council liaison who shall be nominated by the Mayor and appointed by the City Council for the length of his/her Council term.
- B. Terms of members. Members shall be appointed to terms of three years.
- C. Authority and duties. The Recreation Advisory Board shall perform the following functions:



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2024.02.14 - 2**
Ordinance Title: Boards, Commissions and Committees
Chapter: 9
Section: 5 Recreation Advisory Board
20 Dover Pool Advisory Committee

- (1) Study, consider and recommend, to the City Council and the City Manager, or designee, general policies for the provision of recreation programs and facilities.
- (2) Review programs and recommend additions to or deletions of those programs in the City of Dover; advise and recommend to the City Council and the City Manager, or designee, of such improvements.
- (3) Aid and assist the City Council and the City Manager, or designee, in the formulation of future plans and programs for the ultimate benefit of all users of recreational facilities.
- (4) Study and recommend methods for financing proposed recreation developments.

7.4. **TRANSITION PROVISION**

As this ordinance repeals the Dover Pool Advisory Committee, the currently appointed and serving members of the Dover Pool Advisory Committee are, with passage of this ordinance, hereby re-appointed to the Recreation Advisory Board for (and to the extent of) the remainder of their existing terms for the repealed Pool Advisory Committee.

8.5. **TAKES EFFECT**

This ordinance shall take effect upon passage. The City Clerk shall cause publication of notice as required by RSA 47:18.

REQUIRES PUBLIC HEARING

TO BE REFERRED TO PUBLIC HEARING ON MARCH 13, 2024

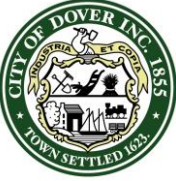
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 12.A.1.	
	Ordinance Number:	O – 2024.02.14 - 2
	Ordinance Title:	Boards, Commissions and Committees
	Chapter:	9
	Section:	5 Recreation Advisory Board 20 Dover Pool Advisory Committee

DOCUMENT HISTORY:

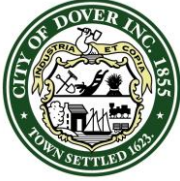
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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:

This ordinance repeals and consolidates/merges the remaining members of the Dover Pool Advisory Committee with the Recreation Advisory Board, as part of the City Council’s ongoing effort to re-organize and streamline City boards and commissions. The authority and duties of the Recreation Advisory Board have not been amended by this ordinance, as it is understood that the existing provisions in Dover Code § 9-5 encompass the Dover Pool Advisory Committee’s preexisting role and duties. There are currently five active and serving members of the Dover Pool Advisory Committee and no alternates, so this ordinance provides for slightly increasing the membership of the Recreation Advisory Board.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.02.28 - 30**

Resolution Re: Authorization to Accept and Expend the NH Charitable Foundation Supplemental to FHWA Culvert AOP Grant

WHEREAS: The City had received notice from the Federal Highway Administrations (FHWA) and the State of New Hampshire Department of Transportation of an award of grant funds for the purpose of funding the advancement of the restoration project and development for the upgrades to the Bellamy Road Culvert; and

WHEREAS: The FHWA Grant amount is \$421,600 and requires a city match of \$26,350 which was approved via resolution [R-2023.12.13-205](#). This NH Charitable Foundation Grant is a non-city match of \$228,400.00 and requires council approval for this portion making the total project amount of \$676,350.00; and

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

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

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

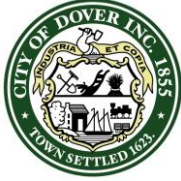
AND, FURTHER BE IT RESOLVED THAT:

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

Financing

Account	Description	Appropriation	Balance
TBD	NH Charitable Foundation	228,400.00	228,400.00

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.02.28 - 30**

Resolution Re: Authorization to Accept and Expend the NH Charitable Foundation Supplemental to FHWA Culvert AOP Grant

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

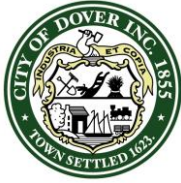
Recorded by: Jerrica Vansylyvong-
Bizier, City Clerk

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.02.28 - 30**

Resolution Re: Authorization to Accept and Expend the NH Charitable Foundation Supplemental to FHWA Culvert AOP Grant

RESOLUTION BACKGROUND MATERIAL:

The City of Dover partnered with the New Hampshire Department of Environmental Services to apply to the FHWA National Culvert Removal, Replacement, and Restoration Grant Program (Culvert AOP Program) for the design and permitting of the replacement of the Bellamy Road Bridge that conveys the Bellamy River.

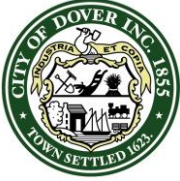
The existing crossing was constructed in 1967 and consists of corrugated metal plate (CMP) culvert. The New Hampshire Department of Transportation (NHDOT) issued a Critical Bridge Deficiency letter in July 2003 to the City recommending the culvert be posted to restrict loading to a maximum of 6 tons as a result of the culvert's severe deterioration. In the fall of 2004, a temporary reinforced concrete liner was constructed along the invert of the culvert to improve the bridge's structural capacity and avoid the change in load classification. The concrete invert contributes to the structure being perched above downstream water surface elevation, which is prohibitive to aquatic organism passage. In 2007, the Bellamy Road was overtopped by flood flows produced during the Patriots Day storm, which caused significant scour along the downstream embankment and road profile. While the structure was not affected, emergency action was required to re-build the road embankment slope on the downstream side with rip rap.

Over the past 20 years, NH Restoration partners have completed 3 dam removal projects along the lower Bellamy River, which has restored aquatic connectivity from Great Bay to an additional 1 mile of freshwater riverine habitat. In order to restore an additional 5.2 miles of stream habitat connectivity for anadromous River Herring, NH Restoration Partners are now focused on resolving a series of stream barriers that contribute to poor aquatic organism passage from river mile 5.1 to 5.3, including the Bellamy Road Culvert (river mile 5.2). The funding from the FHWA Culvert AOP Grant will enable the City of Dover to partner with NH Department of Environmental Services - Coastal Program (NHCP) and NH Fish and Game Department – Marine Division (NHF&G) to advance critical next steps of Bellamy River Fish Passage Restoration Project.

The design process will be guided by the following design objectives:

- to meet transportation needs, including accommodating anticipated vehicles and loadings.
- to optimize fish passage conditions through project reach for anadromous fish
- to safely accommodate flood flows with adequate freeboard
- to incorporate climate change considerations in all design elements
- to adhere to regulatory guidance and rule

The City will use the requested grant funding to hire a consulting engineer to perform design, engineering, and permitting with the abject of achieving 'shovel ready status' within the proposed 3-year grant duration. The requested grant funding will also enable the City to partner with the University of New Hampshire (UNH) Biological Sciences Department to monitor anadromous fish prior to the culvert replacement in accordance with the Culvert AOP Program requirements.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2024.03.13 - 31**

Resolution Re: Assigning Names to Public Streets and Park Within Waterfront Development and Renaming Certain Other Streets (In All, Affecting River Street; Payne Street; Seaport Way; Towne Street; Nebi Park)

WHEREAS: The City is undertaking a public-private partnership for development of City-owned property along and near the Cochecho River, known as the Waterfront Development; and

WHEREAS: New public streets being created in the Waterfront Development require naming, as well as a new public park and other impacted streets/names; and

WHEREAS: The City's Cochecho Waterfront Development Advisory Committee ("CWDAC") has reviewed and recommended names of new streets and a new public park within the Waterfront Development, while City staff reviewed renaming of certain other impacted streets with applicable e-911 authorities.

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

In accordance with RSA 231:133, and as shown in part on the accompanying plan, the following public streets are named (or renamed, as the case may be):

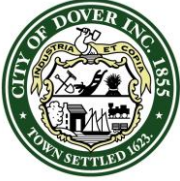
- The portion of current River Street from Henry Law Avenue to the Makem Bridge shall be renamed Payne Street, as shown on the accompanying plan.
- The new loop road within the Waterfront Development shall be named River Street, as shown on the accompanying plan.
- The roadway starting at Payne Street, and continuing after the Makem Bridge, shall be named Seaport Way, as shown on the accompanying plan.
- Towne Drive, which is off Henry Law Avenue and serves as the entrance way to Maglaras Park, shall be renamed Towne Street.

AND, FURTHER BE IT RESOLVED THAT:

As shown in the accompanying plan, the new public park within the Waterfront Development shall be named Nebi Park.

AND, FURTHER BE IT RESOLVED THAT:

A return of this resolution and the public street names set forth herein shall be made by the City Manager (or designee) to the City Clerk. The City Clerk shall thereafter make a record of the new name or name change (as the case may be) and forward a copy of such record to the New Hampshire Commissioner of Transportation, as required by RSA 231:133.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2024.03.13 - 31**
Resolution Re: Assigning Names to Public Streets and Park Within Waterfront Development and Renaming Certain Other Streets (In All, Affecting River Street; Payne Street; Seaport Way; Towne Street; Nebi Park)

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: Jerrica Vanslyvong-
Bizier
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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

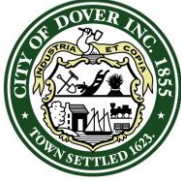
RESOLUTION BACKGROUND MATERIAL:

Historically River Street was the sole roadway that existed on the City's waterfront development parcel. The right of way for River Street ended approximately at the Makem Bridge at the end of Washington Street. After crossing by the Makem Bridge, no right of way existed, although the City had buildings and assigned

Document Created by: Legal
Document Posted on: March 8, 2024

R-2024.03.13 Assigning Names to Public Streets and Park Within Waterfront Development and Renaming Certain Other Streets (In All, Affecting River Street; Payne Street; Seaport Way; Towne Street; Nebi Park)

Page 2 of 3

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.1. Resolution Number: R - 2024.03.13 - 31 Resolution Re: Assigning Names to Public Streets and Park Within Waterfront Development and Renaming Certain Other Streets (In All, Affecting River Street; Payne Street; Seaport Way; Towne Street; Nebi Park)
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addresses for those buildings on the large City owned parcel. Similarly, while a roadway continued over the Makem Bridge to the one private residence on in the area, no right of way was provided to that parcel.

As part of the Cochecho Waterfront Development, right of ways were laid out, as part of the subdivision and site plan. These rights of way were shown on the development plans as Street A and B. It was understood that CWDAC would propose street names to the City Council for acceptance. In December 2023 and January 2024, CWDAC reviewed names. In total, over 30 potential names were considered, ranging from historic figures to indigenous names to reflect the history and diversity of the area. In the end, after discussing the names and gathering input from historians, the community at large, and the indigenous community, CWDAC unanimously voted to recommend the following names:

- The current River Street from Henry Law Avenue to the Makem Bridge shall be renamed Payne Street. This is in honor of William Payne, president of the Dover Manufacturing Company. Henry Law Avenue was previously Payne Street until 1933.
- The main development area of the project will be named River Street.
- The roadway starting at Payne Street, and continuing after the Makem Bridge, will be Seaport Way. This portion has at various times been considered River Street and Washington Street.
- CWDAC also recommended that the new public park be named Nebi Park. Nebi is the Abanaki name for river/water and represents the heritage of the parcel.
- Finally, Towne Drive, which is off Henry Law Avenue and serves as the entrance way to Maglaras Park, should be renamed Towne Street, in compliance with the street name regulations (§ 157-33 of Dover’s Code), which reserves the suffix “Drive” for private roadways.

For clarification, a plan showing certain newly assigned street names accompanies this resolution and is incorporated by reference. All street names proposed herein have been reviewed and endorsed by the State’s e-911 and City’s e-911 committees.

Document Created by: Legal Document Posted on: March 8, 2024	R-2024.03.13 Assigning Names to Public Streets and Park Within Waterfront Development and Renaming Certain Other Streets (In All, Affecting River Street; Payne Street; Seaport Way; Towne Street; Nebi Park) Page 3 of 3
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SITE DATA:
LOCATION: TAX MAP 22 LOTS 1-2, 1-4, 1-5, 1-6, & 1-7
PROPOSED LOTS: RIVER STREET DOVER, NH 03820
OWNER: CITY OF DOVER 288 CENTRAL AVE DOVER, NEW HAMPSHIRE

ZONING DISTRICT: COCHECHO WATERFRONT DISTRICT (CWD)
OVERLAY DISTRICT: N/A
ALLOWED USE: COMMERCIAL PARKING FACILITY, COMMERCIAL RECREATION, DWELLING (2 FAMILY, 3 TO 4 FAMILY, MULTI-FAMILY, AND SINGLE FAMILY), EATING AND DRINKING ESTABLISHMENTS, HOTEL/RETAIL, MARINA, OFFICE, THEATER, AND WATER-RELATED LAND USES (MARINAS, WATERBORNE PASSENGER TRANSPORTATION, WATER RELATED EDUCATION/RESOURCE CENTERS)

DIMENSIONAL REQUIREMENTS:	REQUIRED	PROVIDED
MINIMUM LOT AREA:	N/A	
(PARCEL 1-2)		±4.07 ACRES
(PARCEL 1-4)		±3.61 ACRES
(PARCEL 1-5)		±0.79 ACRES
(PARCEL 1-6)		±0.99 ACRES
(PARCEL 1-7)		±1.02 ACRES
MAXIMUM LOT COVERAGE:	100% ^{**}	
(PARCEL 1-2)		±24.3%
(PARCEL 1-4)		±34.6%
(PARCEL 1-5)		±29.9%
(PARCEL 1-6)		±15.3%
(PARCEL 1-7)		±33.1%
MINIMUM FRONTAGE:	N/A	
MAXIMUM BUILDING HEIGHT:	55 FT	
(PARCEL 1-2)		±57.17 FT ² (BLDG A)
(PARCEL 1-4)		±53.67 FT (BLDG B)
(PARCEL 1-5)		±65.00 FT ² (BLDG C)
(PARCEL 1-6)		±64.25 FT ² (BLDG D)
(PARCEL 1-7)		±33.00 FT
		±33.00 FT
		±56.58 FT ² (BLDG F)
MAXIMUM UNIT DENSITY:	43 UNITS/ACRE	
(PARCEL 1-2)		±38.8 UNITS/ACRE
(PARCEL 1-4)		158 UNITS
(PARCEL 1-5)		±54.0 UNITS/ACRE ³
(PARCEL 1-6)		195 UNITS
(PARCEL 1-7)		±17.7 UNITS/ACRE
		14 UNITS
		±9.0 UNITS/ACRE
		9 UNITS
		±41.3 UNITS/ACRE
		42 UNITS

¹ LOTS LOCATED IN THE COCHECHO WATERFRONT DISTRICT (CWD) AND LOCATED SOUTH OF THE COCHECHO RIVER MAY HAVE A MAXIMUM LOT COVERAGE OF 100% (ADDED 1-22-2003 BY ORD. NO. 35).
² CONDITIONAL USE PERMIT FOR MAXIMUM BUILDING HEIGHT REQUIRED.
³ CONDITIONAL USE PERMIT FOR MAXIMUM UNIT DENSITY REQUIRED.

Payne Street

Seaport Way

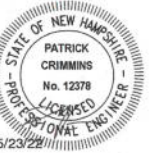
River Street

Nebi Park

Nebi Park

Nebi Park

Tighe&Bo



SCALE IN FEET
60'
GRAPHIC SCALE

Cocheco Waterfront Development

Applicant:
CPI Management,
c/o Cathartes

Owner:
City of Dover

Dover File #: P21-

Dover, New Hampshire

APPROVED

DATE 8/25/22

City of Bober, N.H.

PLANNING BOARD

Shana Crumshank
CHAIRMAN/director

SEE SHEETS G-100 & G-101 FOR
SITE NOTES AND LEGEND

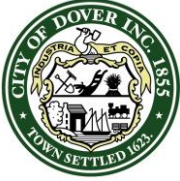
MARK	DATE	DESCRIPTION
D	5/23/2022	PB Submission
C	4/18/2022	TRC Resubmission
B	12/16/2021	TRC Resubmission
A	9/16/2021	TRC Submission
PROJECT NO: C-0960-00		
DATE: July 26, 2022		
FILE: C0960-007-DSGN.D		
DRAWN BY: CJK		
CHECKED: NAH		
APPROVED: PMC		

OVERALL
SITE PLAN

SCALE: AS SHOWN

C-102

Chant



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R - 2024.03.13 - 32**

Resolution Re: Acceptance of Easement from George Maglaras in Relation to Portland Avenue Retaining Wall Project

WHEREAS: In relation to the forthcoming Portland Avenue Retaining Wall project, one abutting property owner—George Maglaras, owner of Tax Map 24, Lot 105 (22 Cocheco Street)—has agreed to grant, at no cost, the City permanent easement rights on that property for maintaining slopes and lateral support and other improvements, as well as temporary easements related to same; and

WHEREAS: The Impact Plan accompanying this resolution depicts the permanent easement area (590 square feet, more or less) as well as the temporary easement areas (5,091 square feet, more or less).

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

On behalf of the City of Dover, and as shown in the accompanying Impact Plan, the City Manager is hereby authorized to negotiate, finalize, sign, acquire, and accept an easement on terms acceptable to all parties, for the location of permanent improvements as part of the Portland Avenue Retaining Wall project and for related temporary easement rights. The City Manager is further authorized to take any necessary steps to record said easement at the Strafford County Registry of Deeds.

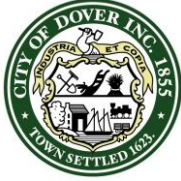
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.2.	
Resolution Number: R - 2024.03.13 - 32 Resolution Re: Acceptance of Easement from George Maglaras in Relation to Portland Avenue Retaining Wall Project		

DOCUMENT HISTORY:

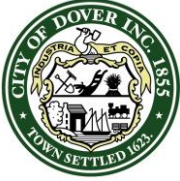
First Reading Date: _____ Approved Date: _____	Public Hearing Date: _____ Effective Date: _____
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DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached plan prepared by Wright Pierce entitled “Impact Plan”, with color-coded features added by City Engineering staff. The City would acquire a permanent easement in the 590 square foot (more or less) area in red hatching/shading, as well as temporary easements for a 5,091 square foot (more or less) as shown in blue hatching/shading.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2024.03.13 – 33**

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: In 2022, 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, but later terminated the purchase prior to closing; and

WHEREAS: Thereafter, Mezzanine expressed renewed interest in the purchase of the same lot, but with certain new terms, namely an earlier closing date and moving permitting obligations to occur post-closing, all as set forth in a new agreement (attached) negotiated by City Staff; and

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

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 between the City of Dover, Dover Business and Industrial Authority, and Mezzanine Catering, LLC.

AND, FURTHER BE IT RESOLVED;

On behalf of the City of Dover, the City Manager is authorized to execute the Purchase and Sale Agreement accompanying this resolution, 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.

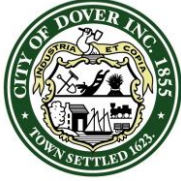
AUTHORIZATION

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: Jerrica Vanslyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.3.	
Resolution Number: R - 2024.03.13 – 33 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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached Purchase and Sale Agreement, incorporated herein by reference. As set forth in Section 4.01, the purchase price remains \$60,000 per usable acre. On March 5, 2024, DBIDA approved this agreement

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. The City Council authorized sale of the land via [R-2022-08-10-171](#), on August 10, 2022. Subsequently, Mezzanine sought time to update finances and secure plan designs and ensure that the parcel would meet its growing needs. It released the City from the previous Purchase and Sales Agreement.

In November of 2023, Mezzanine re-approached the City about the parcel and subsequently arranged for financing. The provisions of the Purchase and Sale are mostly identical to the 2022 agreement. However, the current agreement proposes that Mezzanine purchase the property ahead of seeking Planning Board permits/approvals, with proposed closing in April/May of 2024. DBIDA will still review site plan submittals and architectural details, and the City retains the right of repurchase and other safeguards that the property is developed in accordance with the vision and mission of Enterprise Park.

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 March __, 2024

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated as of July 15, 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 540 days after the later of: (i) the Effective Date; or (ii) the Closing Date pursuant to Section 4.02.

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

“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 date that 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, which includes a 7,500 square foot first floor area with potential mezzanine space 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 is expected to 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 approximately 2,500 square feet. This expansion may be either an addition to the building or an internal build out of a mezzanine space. 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 three (3) 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 four (4) 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 sixty days following the Effective Date, 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
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With a copy to:	City Attorney City of Dover, New Hampshire City Hall
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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.

MEZZANINE CATERING, LLC

Dated: _____

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: _____

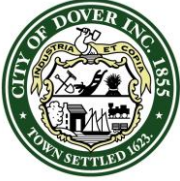
By: _____
Name: Sean O'Connell
Title: Chair

EXHIBIT A

Concept Plan

{to be attached}

4819-8668-2864, v. 1



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2024.03.13 - 34**

Resolution Re: Approving First Amendment to Development Agreement
Between City of Dover and Chinburg Management, LLC
(In re: Old Courthouse)

WHEREAS: By resolution passed January 27, 2021 ([R-2021.01.13 – 015](#)), a development agreement was authorized between the City and Chinburg Management, LLC (“Developer”); and

WHEREAS: The resolution and resulting development agreement contemplated that construction on the Old Courthouse would be completed in 2023. Due to the complexity of rehabilitating a 150-year-old building, adding modern components, issues with updating the electrical feeds in the area of Second Street, First Street and Central Avenue, and supply chain and labor issues that the region is experiencing, completion of the project has been delayed and is expected to occur in the spring season of 2024.

WHEREAS: The development agreement was tied to an approval of usage of the Community Revitalization Tax Credit, enabling the Developer to have the value of the building held to the pre-rehabilitation value for a period of up to 7 years. In conjunction, the Developer committed to providing 12 units at an attainable rental rate for 21 years, which would be significantly reduced without the amendment described herein.

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

On behalf of the City of Dover, the City Manager is authorized to negotiate, draft, and execute an amendment to the current development agreement (and exhibits) between the City and Developer, replacing instances of the dates “March 31, 2023” with “March 31, 2024”, replacing instances of “April 1 2030” (i.e., the start of full assessment) with “April 1, 2031”, and making any other related contractual amendments as may be necessary or deemed advisable by the City Manager in connection with the extended dates herein.

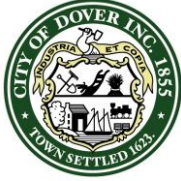
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.4.	
Resolution Number: R - 2024.03.13 - 34 Resolution Re: Approving First Amendment to Development Agreement Between City of Dover and Chinburg Management, LLC (In re: Old Courthouse)		

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

A copy of the signed development agreement is attached and incorporated herein. This amendment will ensure that the full scope of attainable housing is created. Without this amendment, the tax relief period will become 6 years and the Developer will only be required to provide 6 attainable units for 18 years (a reduction of 6 units and 3 years that would be gained through this amendment). The effect of this amendment is to still provide the agreed upon 7-year relief period and tie 20% of the units (12 total) to the HUD Fair Market rental rate, as established by the New Hampshire Housing Finance Authority, for 21 years.

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Development Agreement" or "Agreement") is dated as of Feb 24, 2021 (the "Effective Date"), and is made by and between **CITY OF DOVER, NEW HAMPSHIRE**, a body corporate and politic, and a political subdivision of the State of New Hampshire with an address of 288 Central Avenue, Dover, New Hampshire 03820 (the "City") and **Chinburg Management, LLC**, a New Hampshire limited liability company with an address of 3 Penstock Way, Newmarket, NH 03857 (the "Developer").

RECITALS:

A. WHEREAS, the Developer intends to develop certain real properties in the City of Dover, New Hampshire, including buildings thereon, identified as Map 6, Lot 20, said property consisting of 0.53 acres, more or less, which fronts along Second and First Streets, and is situated between Central Avenue and Chestnut Street in Dover, New Hampshire (the "Project Site"); and

B. WHEREAS, the Developer intends to renovate the existing building, also known as "The Former Strafford County Courthouse", to include a minimum of 3,500 square feet of non-residential use located in the building; and

C. WHEREAS, the Developer desires to ask the City to apply for a RSA 79-E provision, to include a minimum of twenty percent (20%) of the number of residential units created shall be reserved, for three times the life of the 79-E period, for rental rates not to exceed the HUD eighty percent (80%) Rent Limit for the Portsmouth/Dover/Rochester MSA and shall be rented to tenants earning no more than eighty percent (80%) of the median income for the Portsmouth/Dover/Rochester MSA (the "Restricted Units"); and

D. WHEREAS, the City seeks to have any design of any additional building to complement and maintain the historic character of the existing building consistent with the City's zoning. The new building may be considered an addition to the existing building and may contain solely multi-family residential over street level parking; and

E. . WHEREAS, the City is interested in expanding commercial and mixed use development throughout the city, and specifically in the downtown Central Business District; and

F. WHEREAS, the Developer is interested in redeveloping the Project Site, and is seeking the highest and best use of the Project Site through the development of the Project (as that term is defined herein below) on the Project Site; and

G. WHEREAS, the City desires to provide incentives to the Developer to facilitate the redevelopment of the Project Site; and

H. WHEREAS, the City desires an easement underneath the Dover Community Trail including the "Rotary Trailhead" area as it crosses Tax Map 31, Lot 4B, known as the "Transportation Center Lot". The granting of this easement, if and once completed and approved by all necessary public bodies, shall be intended to be in lieu of the Developer paying Recreation Impact Fees for the proposed development on the Project Site; and

I. WHEREAS, the City desires a permanent easement for the land under the "Dover Transportation Center" and an access easement from Chestnut Street to the "Dover Transportation Center". The granting of this easement, if and once completed and approved by all necessary public bodies, shall be intended to be in lieu of the Developer paying Fire and Police Impact Fees for the proposed development on the Project Site; and

J. WHEREAS, the Developer and the City wish to document their Agreement pursuant to which the City will provide such incentives to facilitate the development of the Project Site; and

K. WHEREAS, the Parties have executed a Term Sheet dated November 23, 2020 (the "Term Sheet") which has been executed by the Parties attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

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

"Ad Valorem Tax Payment Obligation" shall have the meaning set forth in Section 5.03 of this Agreement.

"Agreement" or *"Development Agreement"* shall mean this Agreement.

"City" means the City of Dover, New Hampshire having an address of 288 Central Avenue, Dover, New Hampshire 03820.

"City Council" means the City Council for the City of Dover.

"City Manager" means the City Manager for the City of Dover.

"*Covenant Document*" shall have the meaning ascribed to it in Section 5.01, 5.04 and Exhibit F of this Agreement.

"*Developer*" shall mean Chinburg Management, LLC or its assigns as permitted in Section 7.05.

"*Development Agreement*" or "*Agreement*" means this Development Agreement, by and between the City and the Developer, as amended or supplemented from time to time.

"*Minimum Guaranteed Tax Assessment Value*" shall have the meaning ascribed to it in Section 5.02 of this Agreement.

"*Off Site Improvements*" shall have the meaning ascribed to it in Section 4.05 of this Agreement

"*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.

"*Performance Mortgage*" shall have the meaning ascribed to it in Section 5.04 of this Agreement.

"*Planning Board*" means the City of Dover Planning Board.

"*Project*" shall mean the development of the Project Site as a multi-use site containing one or more 2-story or taller buildings with retail and commercial uses located anywhere in the buildings and residential market rate housing, together with the Off Site Improvements, all subject to the approval of the City. Development of the Project may be phased, subject to approval of the Planning Board. The Project, as envisioned and defined by this Agreement, is more fully depicted at Exhibit A-1.

"*Project Site*" shall have the meaning ascribed to it in the Preamble of this Development Agreement.

"*Tax Guarantee Period*" shall have the meaning ascribed to it in Section 5.02 of this Agreement.

ARTICLE II

CONDITIONS PRECEDENT

Section 2.01 City Manager Delivery/City Council Approval.

The Parties acknowledge and agree that unless and until this Agreement is authorized by City Council and executed and delivered by the City Manager, neither this Agreement nor its preceding Term Sheet is binding on either party. The City Manager shall seek approval from the City Council for the City to enter into this Agreement. If the City Council shall fail or refuse to approve this Agreement, this Agreement and any preceding Term Sheet shall terminate and shall be of no force or effect.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Developer.

The Developer represents, warrants and covenants for the benefit of the City as follows:

(a) *Organization.* The Developer 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 Developer has the power and authority to enter into and to perform its obligations under this Development Agreement, and has taken all actions necessary to cause this Development Agreement to be executed and delivered, and this Development Agreement has been duly and validly executed and delivered by the Developer.

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

(d) *No Conflict.* The execution and delivery by the Developer of this Development 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 Developer, 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 Development 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 Developer: (i) in any way questioning its due formation and valid existence; (ii) in any way contesting or affecting the validity of this Development Agreement or the consummation of the transactions contemplated hereby; (iii) which would have a material adverse effect upon the financial condition of the Developer, or any of its principals, or its ability to perform its obligations under this Development Agreement.

Section 3.02 Representations of the City.

The City represents and warrants to the Developer as follows:

(a) *Organization.* The City is a body corporate and politic and a political subdivision of the State of New Hampshire and has the full legal right, power and authority to enter into this Development Agreement, and to carry out and consummate the transactions on its part.

(b) *Authority.* Upon execution of this Development Agreement by the City Manager, the City, by all necessary official action of the City, shall have duly authorized and approved the adoption, execution and delivery by the City of, and the performance by the City of the obligations on its part contained in this Development Agreement. Such authorizations and approvals shall be in full force and effect and shall not have been amended, modified or rescinded, and this Development Agreement shall have been duly executed and delivered and is enforceable against the City, 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 the City: (i) in any way contesting or affecting the validity of this Development Agreement or the consummation of the transactions contemplated hereby; or (ii) in any way affecting the timely construction of the Project.

Section 3.03 No Implied Approvals by City.

Nothing contained in this Development 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 the development of the Project or the Project Site, 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.

Section 3.04 No Waiver of Ordinances, Rules or Regulations.

Nothing herein shall be construed as affecting any party'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 development of the improvements anticipated as part of the Project or the Project Site.

ARTICLE FOUR

PROJECT APPROVALS, CITY INCENTIVES AND ACKNOWLEDGMENTS

Section 4.01 Site Plan Approval; Construction.

The Developer shall obtain final, un-appealable site plan approval for the full build-out of the Project, and shall satisfy all conditions precedent pertaining to such approval, including receipt

of all applicable federal, state and local permits and approvals, by no later than December 31, 2021, which date may be extended, in writing, upon the reasonable request of Developer (the "Approval Expiration Date"). The permits and approvals for the Project shall be in compliance with any and all applicable ordinances, codes, rules and regulations of the City of Dover and/or the State of New Hampshire. If the site plan is not approved by the Approval Expiration Date, or if, once received, any permits and approvals related thereto lapse for a period in excess of thirty (30) days (either event being an "Approval Default"), the City or Developer may terminate this Agreement by written notice to the other party. Notwithstanding the foregoing, in the event of an Approval Default, either party may elect, in its reasonable discretion, to provide the defaulting party with additional time, in writing, to cure the Approval Default. The Developer acknowledges and agrees that the Project shall be constructed in accordance with its permits and approvals. The construction of the Project shall also be in compliance with the applicable codes, ordinances, rules and regulations of the City and the State of New Hampshire.

Section 4.02 Abutter Meetings.

The Developer shall hold meetings with the abutters to the Project Site prior to: (a) Planning Board approval of the site plan application for the Project; and (b) commencement of any demolition or construction on the Project Site. These meetings shall be noticed to the City, and shall employ the same abutter list generated for the site plan submission to the Planning Board. The Developer shall invite the City and provide a copy of the attendance list to the City upon completion of the meeting.

Section 4.03 Design and Architecture.

The Developer acknowledges and agrees that the Project shall be constructed in accordance with this Agreement, including those improvements identified below, and the Permits and Approvals. The construction of the Project shall also comply with the applicable codes, ordinances, rules and regulations of the City and the State of New Hampshire.

Architecture and streetscape for the Project buildings shall be of a traditional design in keeping with the historic nature of the City's downtown area and the Architectural and Urban Design Guidelines for the Central Business District. The overall design shall blend in with the historic structure, including the look and feel of the building within its context. The final design shall be consistent and similar to the renderings and images included in Exhibit A.

The carbon footprint will be minimized as much as reasonably possible incorporating Energy saving provisions into the architecture and construction.

The Project streetscape will be a continuation of the brick and cobble "feel".

During the Developer's prosecution of the Permits and Approvals, the Developer may alter the design or construction of the Project, as described in this Development Agreement, including the Project Plans at Exhibit A, subject to the consent and approval of the City, acting by and through its City Manager, which approval shall not be unreasonably withheld. Any changes to the

design or construction of the Project considered material by the City Manager, in the City Manager's sole discretion, shall require approval by the City Council.

Following the issuance of Permits and Approvals, any material changes to the design or construction of the Project which vary from the Permits and Approvals, shall require the approval of the appropriate board, department, office, agency, officer or employee, in addition to the approval of the City, as set forth above.

Section 4.04 Granting of Easements.

As part of the development of the Project Site, the City desires easements underneath the Transportation Center and access from Chestnut Street to the Transportation Center. The City currently serves as the liaison to the railroad users, Transportation Center tenant, COAST bus, and Wildcat Bus.

The City further desires an easement underneath the Community Trail and Rotary Trailhead which crosses Tax Map 31, Lot 4B, also known as the Transportation Center lot. The Community Trail and associated trailhead opened in 2011 and has served as a major access point to the Community Trail which is overseen by the Community Trail Advisory Committee and is maintained by volunteers and City staff.

As part of the Project, the Developer shall at its sole cost deliver clear, unencumbered, and marketable title by warranty deed for all public easements described in this Section 4.04, and shall draft easement deeds to the satisfaction of the City as well as recordable easement plans to accompany the easements. The Developer shall also present the deeds and plans to the City for review and execution of the deeds, and once the deeds are fully executed record said deeds and plans prior to the Building Permits being issued for development. The City Council's approval of this Agreement shall constitute authorization for the City to accept the easements described in this Section 4.04.

Based on the easements described above, the City and Developer have agreed that the Developer's granting of these easements shall be in lieu of paying the Police, Fire, and Recreation impact fees, provided (and to the extent) the waivers are approved as set forth in Section 4.05 below.

Easement deeds to the City shall be simultaneously recorded in the Strafford County Registry of Deeds by the Developer with at least three (3) days advanced written notice of such recording to the City. The Developer, at its sole cost and expense, shall also be responsible for production of easement plans and deeds pursuant to the approved Site Plans by no later than the Approval Expiration Date. Such plans and the documents necessary to grant the easements shall be reasonably satisfactory to the City's legal counsel and planning staff.

Section 4.05 Impact Fees.

The Developer is currently subject to an impact fee under the City's Impact Fee Ordinance based on its development of the Project. The Developer's total impact fee is based on individual component fees for Recreation, Police, Fire, and School impacts under the Impact Fee Ordinance.

The Developer will petition the Planning Board to waive some portion or all of the impact fees in exchange for contributing easements to the City and therefore the public underneath the Community Trail, including trailhead, in lieu of paying the Recreation Impact Fees. Furthermore, included in that petition will also be some portion or all of the Fire and Police Impact Fees, in exchange for granting an easement underneath the Transportation Center including surrounding area as located on Tax Map 31, Lot 4B. The decision to grant any waiver of impact fees is at the sole discretion of the Planning Board and City Council, and in keeping with Article 170-23(F) of the City of Dover Impact Fee Ordinance. Should the Planning Board not waive the fees above, Developer shall have the option of exiting this Agreement.

As contemplated by the Developer and the City under this Agreement, the Developer may propose:

- (a) To contribute fee-simple land instead of easements as described above
- (b) To enlarge the Community Trail easement to include the ability to extend the trail to the railroad adjacent to the River and Transportation Center lot.

Notwithstanding Section 3.03 of this Agreement, in the event the Planning Board shall grant a petition to waive all or some portion of the impact fees set forth above and City Council approval of such waiver is then required, then this Development Agreement shall constitute the City Council's review and consent of such waiver and shall be binding upon the City Council.

Section 4.06 Restricted Residential Units

Provided that the RSA 79-E Provision referenced in Section 5.01 below is in place to provide a public benefit as required by RSA chapter 79-E, Developer agrees to create residential units in the City's urban center and restrict a minimum of 20% of the residential units created for a twenty one year period, which shall begin with the issuance of the Certificate of Occupancy for the first residential unit and will overlap with the duration of the RSA chapter 79-E period. The rental rates for the restricted 20% shall not exceed the HUD 80% Rent Limit for the Portsmouth/Dover/Rochester MSA, which restricted units shall be rented to tenants earning no more than 80% of the median income for the Portsmouth/Dover/Rochester MSA (the "Restricted Units"). To ensure this provision is adequately accomplished, the City and Applicant agree that:

- a. The Restricted Units are permitted to float within the building; the designated units may change over time so long as the total number of Restricted Units remains constant.
- b. At each lease-up of a Restricted Unit, the tenant and property manager shall fill out a tenant income certification form and keep on file at the property manager's office. The City shall have access to the form and should any violation be found, the property manager shall have sixty (60) days to cure the violation. If the violation is not cured, the City may impose a penalty by requiring an additional Restricted Unit for a period of up to 12 months.

- c. The tenant income certification forms shall be updated every twelve (12) months. Should any tenant no longer meet the income eligibility requirements of the Restricted Units, the unit will continue to count towards the total for up to twelve (12) months while the property manager identifies and leases a different unit to a tenant who complies with the income requirements. The Restricted Unit designation will transfer to the newly leased unit.
- d. The obligations set forth in this section shall be imposed and run with title to the Project Site by way of deed restrictions, covenants running with the land, or other similar mechanisms, any and all of which shall, with the exception of the Performance Mortgage discussed below and/or any rights of the City pursuant to RSA chapter 80, be superior in title to any other mortgage, encumbrance, or other interest of record encumbering or affecting the Project Site.

Section 4.07 Issuance of Building Permits for Project.

Notwithstanding the foregoing, no Certificate of Occupancy for the Project shall be issued until the easement deed necessary to convey the property required to the City has been executed and has been recorded at the Strafford County Registry of Deeds.

ARTICLE FIVE

TAX GUARANTY

Section 5.01 RSA 79-E Tax Relief.

The Developer, at its election, may apply for tax relief as allowed by RSA chapter 79-E, and the City, at its election, may grant (but is not obligated to grant) such relief based upon the City's review of the Developer's application. Provided that the Developer qualifies for and is granted RSA 79-E tax relief for the period commencing upon the completion of Project Site construction, as evidenced by the issuance of a certificate of occupancy (which the parties agree shall constitute completion of construction for purposes of RSA 79-E:5, I-a) and ending upon the seventh anniversary of such date (hereinafter the "Tax Relief Period"), the Developer and City agree that during the Tax Relief Period, the taxes for the Project Site shall be set, as per New Hampshire RSA 79-E, at the assessed value for the Project Site in place as of the time the City approves the application for tax relief and the Developer grants to the City a satisfactory covenant to protect public benefit as required by the City's 79-E tax relief program, a copy of which is attached as Exhibit F ("the Covenant Document"). The Covenant Document shall be recorded with the Strafford County Registry of Deeds at the time of, or before, the Developer acquires the Project Site, shall bind the Project Site and run with the land as stated in more detail in Exhibit F,. The Developer shall be solely responsible for ensuring the proper recording and priority of the Covenant Document as stated herein.

In the event that the Developer is denied RSA 79-E tax relief or does not obtain the amount of tax relief it seeks, the Developer, at its election, may terminate this Development

Agreement, or re-open negotiations to modify the terms and conditions of this Agreement. Modifications of this Agreement may require the approval of the City Council as determined by the City Manager.

Section 5.02 Taxes.

After the expiration of the Tax Relief Period, or no later than April 1, 2030, whichever occurs sooner, and continuing for a period of twenty (20) years thereafter (the "Tax Guarantee Period"), the Project Site shall have a Minimum Guaranteed Tax Assessment Value of Seven Million and 00/100 Dollars (\$7,000,000).

During the Tax Guarantee Period, if the actual assessed value of the Project Site decreases by more than twenty-five percent (25%) from the most recent establishment of the actual assessed value of the Project Site in any five year period, and provided that the resulting actual assessed value is less than the then-applicable Guaranteed Tax Assessment Value, the parties agree to discuss whether and how to continue with the Developer's obligations to pay ad valorem taxes based on the applicable Guaranteed Tax Assessment Value for the Project Site, but the City is not required to grant any such relief.

Section 5.03 Tax Shortfalls.

To the extent that in any tax year from the expiration of such Tax Relief Period, the *ad valorem* real property taxes assessed for Project Site are less than the Guaranteed Tax Assessment Value for that year (as provided above), then the Developer shall be responsible for the payment of the difference to the City as if the Project Site was assessed at the Guaranteed Tax Assessment Value (the "Ad Valorem Tax Payment Obligation"). Any Ad Valorem Tax Payment Obligation shall be due and owing at the same time that taxes are generally due for City property owners, and shall be treated as an obligation for the payment of taxes for all purposes related to enforcement of the obligation.

Section 5.04 Performance Mortgage and Continuing Covenant for Guaranteed Tax Assessment Value.

Upon the signing of this Agreement, the Developer shall convey to the City a performance mortgage or other such surety which is satisfactory to the City, to be recorded against the Project Site, to secure the Developer's obligations pursuant to Sections 5.02 and 5.03, above (the "Performance Mortgage"). The form of the Performance Mortgage is attached as Exhibit B. The Performance Mortgage shall be in addition to any financial sureties customarily required by the City for the construction and development of property. The Performance Mortgage shall be subordinate to the Developer's Lender's mortgage except to the tax related covenants within the Performance Mortgage as contained within Sections 5.02 and 5.03. The City shall reasonably cooperate with any lender(s) of the Developer regarding the subordination of its Performance Mortgage by entering into a written subordination agreement in recordable form, provided that such subordination agreement excludes the Developer's covenants to the City contained in Sections 5.02 and 5.03 of the Development Agreement, which covenants shall remain superior to the lender's mortgage and other security instruments

following the recording of such subordination. Upon the issuance of the Certificate of Occupancy, the City shall discharge the Performance Mortgage, and it shall be survived by the covenants set forth in this Section 5.04 of this Agreement, as recorded with the Strafford County Registry of Deeds per Section 7.13 below. Notwithstanding the discharge of the Performance Mortgage, and for so long as this Agreement remains in effect, the Project Site shall, after expiration of the Tax Relief Period set forth in the Covenant Document, or no later than April 1, 2030, whichever occurs sooner, and continuing for a period of twenty (20) years thereafter, by virtue of this Agreement have a Minimum Guaranteed Tax Assessment Value of Seven Million and 00/100 Dollars (\$7,000,000) for all purposes of tax assessment and collection in the City of Dover. For clarification, the Performance Mortgage shall be in addition to any liens or other collections rights of the City provided for in RSA chapter 80, for the collection of taxes.

ARTICLE VI DEFAULT

Section 6.01 Events of Default.

The following shall constitute events of default under this Development Agreement:

- (a) *Material Breach of Agreement.* The material breach by the Developer of its duties and obligations under this Agreement or any related agreement or document, including the failure to pay any sums pursuant to this Agreement, when due, followed by the failure by the Developer to cure such breach within twenty-one (21) days of written notice of such breach by the City; or such additional time as is reasonably needed to cure such default, provided the Developer is diligently pursuing a cure of the default.
- (b) *Failure to Adhere to Agreement.* The failure of the Developer to fulfill those duties and obligations in a timely manner, as set forth in this Development Agreement.
- (c) *False Statements.* Any statement, representation or warranty made by the Developer in this Development Agreement or in connection herewith, or any statement, report, schedule, certificate, or other instrument furnished by the Developer proves to be false, incorrect or misleading in any material respect;
- (d) *Invalid Agreement.* Any material provision of this Development Agreement or any related agreement or document which, at any time for any reason, ceases to be valid and binding on or declared to be null and void, or the validity or enforceability thereof shall be contested by the Developer, or the Developer denies that it has any or further liability or obligation under this Agreement or any other related agreement or document.
- (e) *Failure of Security.* If the security interests and liens created by the Performance Mortgage shall cease to be valid and perfected security interests or liens, as the case may be, in favor of the City with the priorities stated therein.
- (f) *Failure to Obtain or Lapsing of Permits and Approvals.* The occurrence of any Approval Default, including the failure of the Developer to obtain and/or maintain in a timely

manner all permits and approvals, including any certificates, permits, variances, special exceptions and/or other approvals from all federal, state and municipal authorities, including without limitation all approvals and permits relating to subdivision and site plan review, architectural design review, zoning, building codes, water supply and sewage, and environmental laws relating to the development of the Project and the Project Site.

(g) *Attempted Assignment.* The Developer assigns or attempts to assign its rights under this Development Agreement or any interest therein, without the consent of the City which shall not unreasonably be withheld.

(h) *Construction Breach.* The Developer does not complete construction of the Project or the Project Site in accordance with approved plans and specifications or this Development Agreement, or the Developer makes any material change to such plans and specifications without receiving the prior written consent of the City.

(i) *Liens.* Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, are filed against all or any portion of the Project Site and/or the related improvements which are not be discharged or bonded within thirty (30) days of such filing or such greater period of time as shall be permitted by the terms of this Development Agreement.

(j) *Cessation of Work.* Any cessation occurs at any time in construction of the Project, once building permits are issued, for more than thirty (30) days except for strikes, riots, or other causes beyond the Developer's control, without the written consent of the City.

(k) *Tax Liens.* A filing against or relating to the Developer or its principals of (i) a federal tax lien in favor of the United States of America or any political subdivision of the United States of America, or (ii) a state tax lien in favor of any state of the United States of America or any political subdivision of any such state, which is not dismissed within sixty (60) days of the filing date thereof or which the Developer is not contesting in good faith.

(l) *Assignment for Benefit of Creditors; Insolvency.* If the Developer makes an assignment for the benefit of creditors, or institutes any proceeding seeking relief on its behalf as debtor or to adjudicate it as insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, or consents by answer or otherwise to the institution of any such proceeding against it.

(m) *Bankruptcy.* If any proceeding is instituted against the Developer seeking to have an order for relief entered against it as debtor or to adjudicate it as bankrupt, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to bankruptcy or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, which either (i) results, without the consent or acquiescence of the Borrower in any such entry of an order for relief, adjudication of bankruptcy or issuance or entry of any other

order having a similar effect, or (ii) is not dismissed within forty-five (45) days of the date any such order or adjudication is entered.

(n) *Injunctive Relief.* The entry of any court order which enjoins, restrains or in any way prevents the Developer from fulfilling all or any part of its obligations under this Development Agreement, which is not dismissed within thirty (30) days of the filing date thereof or which the Developer is not contesting in good faith.

(o) *Sale; Transfer of Project Site.* The sale, transfer, encumbrance, conveyance or other disposition of all or any portion of the Project Site (except the leasing of portions of the Project Site in the ordinary course of business) until such time as the Performance Mortgage has been released or discharged as to such portion of the Project Site.

(p) *Merger, Dissolution, Consolidation.* The dissociation, dissolution, termination, liquidation, consolidation or merger of the Developer, or any change in the identity, authority or responsibilities of any person having management or policy authority with respect to the Developer from that existing at the execution of this Agreement, without prior written consent from the City.

Section 6.02 Non-Exclusive Rights and Remedies.

In the event of a default of the Developer's obligations under this Development Agreement or any collateral document related to this Development Agreement, the City shall have any and all rights and remedies as set forth in this Development Agreement, in any sureties required by this Development Agreement, and in the Performance Mortgage. Such rights and remedies are non-exclusive, and the City shall have any and all other rights at law or in equity. In the event that the City must engage counsel or expend any other sums for the purpose of enforcing its rights under this Development Agreement or the Performance Mortgage, the Developer shall be responsible for the payment of the City's reasonable fees, costs and expenses, including attorney's fees.

ARTICLE VII MISCELLANEOUS

Section 7.01 Agreement Termination.

In the event that this Development Agreement or any aspect thereof is terminated, and unless otherwise stated in this Development Agreement, termination must be accomplished in writing provided by the terminating party(ies) to the other party(ies). Except as provided in this Development Agreement, upon any such termination, a party shall have no further rights or obligations hereunder except those obligations that expressly survive such termination.

Section 7.02 Indemnification.

(a) The Developer releases the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, from, and agrees that the City, the members

of the City Council 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 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 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 Developer, its agents or anyone who is directly employed in connection with (i) this Development Agreement or (ii) the development of the Project Site, including the construction, maintenance, repair and replacement of any improvements which the Developer is required to undertake pursuant to this Development Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Development Agreement, willful misconduct or fraudulent action of the City, the members of the City Council and the City's respective officers, attorneys, agents and employees.

(b) 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 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 Developer, as applicable, and the Developer, respectively, upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceedings. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall not be paid by the indemnified party unless: (i) the employment of such counsel has been specifically authorized by the Developer, as applicable, in writing; or (ii) the Developer, as applicable, 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, the Developer, 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 Developer, in which case, if the indemnified party notified the Developer in writing that it elects to employ separate counsel at the expense of the Developer, the Developer shall not have the obligation to assume the defense of such action on behalf of such indemnified party and the Developer shall not be responsible for payment of the fees and expense of such separate counsel.

(c) The indemnifications set forth above are intended to and shall include the indemnification of all affected officials, attorneys, agents, board members, officers and employees of the City, 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 Development Agreement.

Section 7.03 Notices.

Any notice, payment or instrument required or permitted by this Development Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by electronic mail 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:

City: City Manager
City of Dover, New Hampshire
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

Developer: Chinburg Management, LLC
3 Penstock Way
Newmarket, NH 03857
Attention: Eric J. Chinburg
Email: echinburg@chinburg.com

With a copy to: Anne M. Crotty, Esq.
AMC Law Group, PLLC
454 Court Street, Suite 202
Portsmouth, NH 03801
Email acrotty@amclawgroup.com

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

Section 7.04 Severability.

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

Section 7.05 Successors and Assigns.

This Development Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Developer may assign this Development Agreement to any related entity controlled by Eric J. Chinburg provided that in all cases, Eric J. Chinburg must retain control of each such entity until the completion of the construction of the Private Improvements as evidenced by the issuance of the Certificate of Occupancy without the City's prior written consent. Said assignment must not alter any responsibilities or obligations contained herein. For purposes of this Agreement, "control" shall mean the ability, directly or indirectly, to direct or cause the direction of the management or policies of the entity or the power

to veto major policy decisions of the entity. Any such assignment of this Development Agreement shall be in writing, and shall clearly identify the scope of the rights and obligations assigned. All other assignments by the Developer shall require the City's prior written consent which shall not be unreasonably withheld.

Section 7.06 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Development 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 Development Agreement thereafter.

Section 7.07 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 Development Agreement shall be binding.

Section 7.08 Parties in Interest.

Nothing in this Development 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 City and the Developer any rights, remedies or claims under or by reason of this Development Agreement or any covenants, conditions or stipulations hereof. All covenants, conditions, promises and agreements in this Development Agreement by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City or the Developer, respectively.

Section 7.09 Amendment.

This Development Agreement may be amended, from time to time, by written supplement hereto and executed by both the City and the Developer. In the event that any amendment to this Development Agreement is, in the sole judgment of the City Manager, materially different from the authority granted to the City Manager to execute and deliver this Development Agreement, such amendment shall require approval of the City Council.

Section 7.10 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 Development Agreement.

Section 7.11 Counterparts.

This Development Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 7.12 Effective Date.

This Development Agreement shall be effective as of the dated date of this Development Agreement.

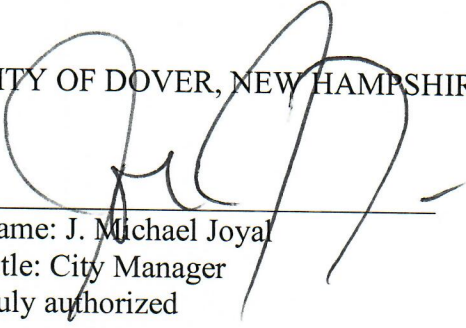
Section 7.13 Notice of Agreement.

This Development Agreement shall be recorded at the Strafford County Registry of Deeds.

[Signature Page follows]

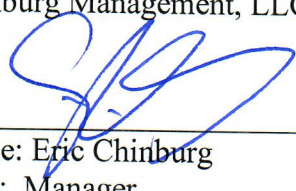
IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the day and year first above written.

CITY OF DOVER, NEW HAMPSHIRE

By: 

Name: J. Michael Joyal
Title: City Manager
Duly authorized

Chinburg Management, LLC

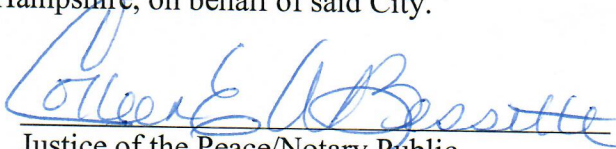
By: 

Name: Eric Chinburg
Title: Manager
Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF Stratford

The foregoing instrument was acknowledged before me this 24 day of February, 2021, by J. Michael Joyal, the City Manager of the City of Dover, New Hampshire, a body politic, under the laws of the State of New Hampshire, on behalf of said City.



Justice of the Peace/Notary Public

My Commission Expires: _____

Notary Seal or Stamp:

COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires August 8, 2023



STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 22 day of JANUARY, 2021, by Eric Chinburg, the Manager, of Chinburg Management, LLC, a limited liability company organized under the laws of the State of New Hampshire on behalf of said limited liability company.

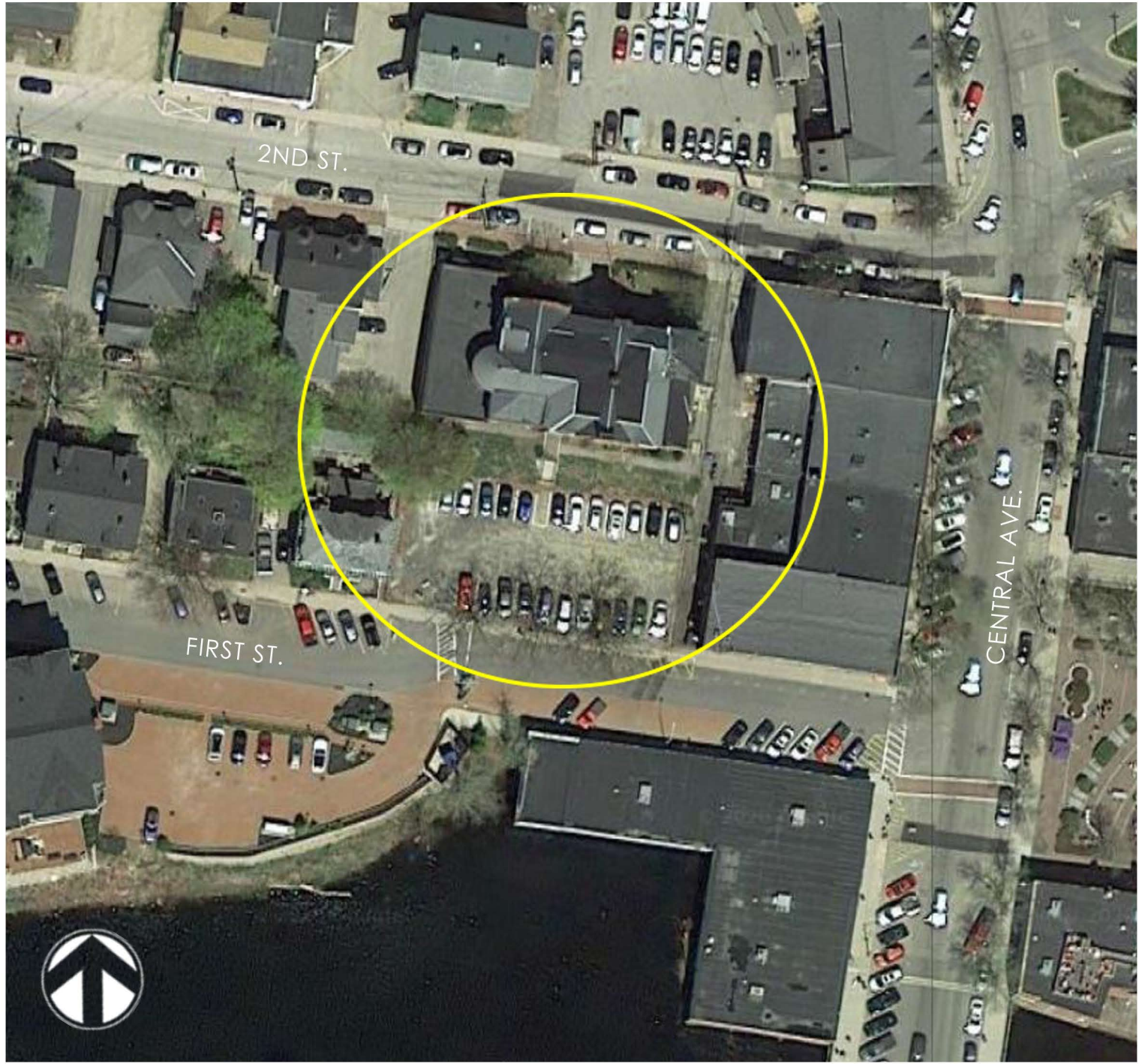
Andrea McCune
Justice of the Peace/Notary Public
My Commission Expires: 6-5-24
Notary Seal or Stamp



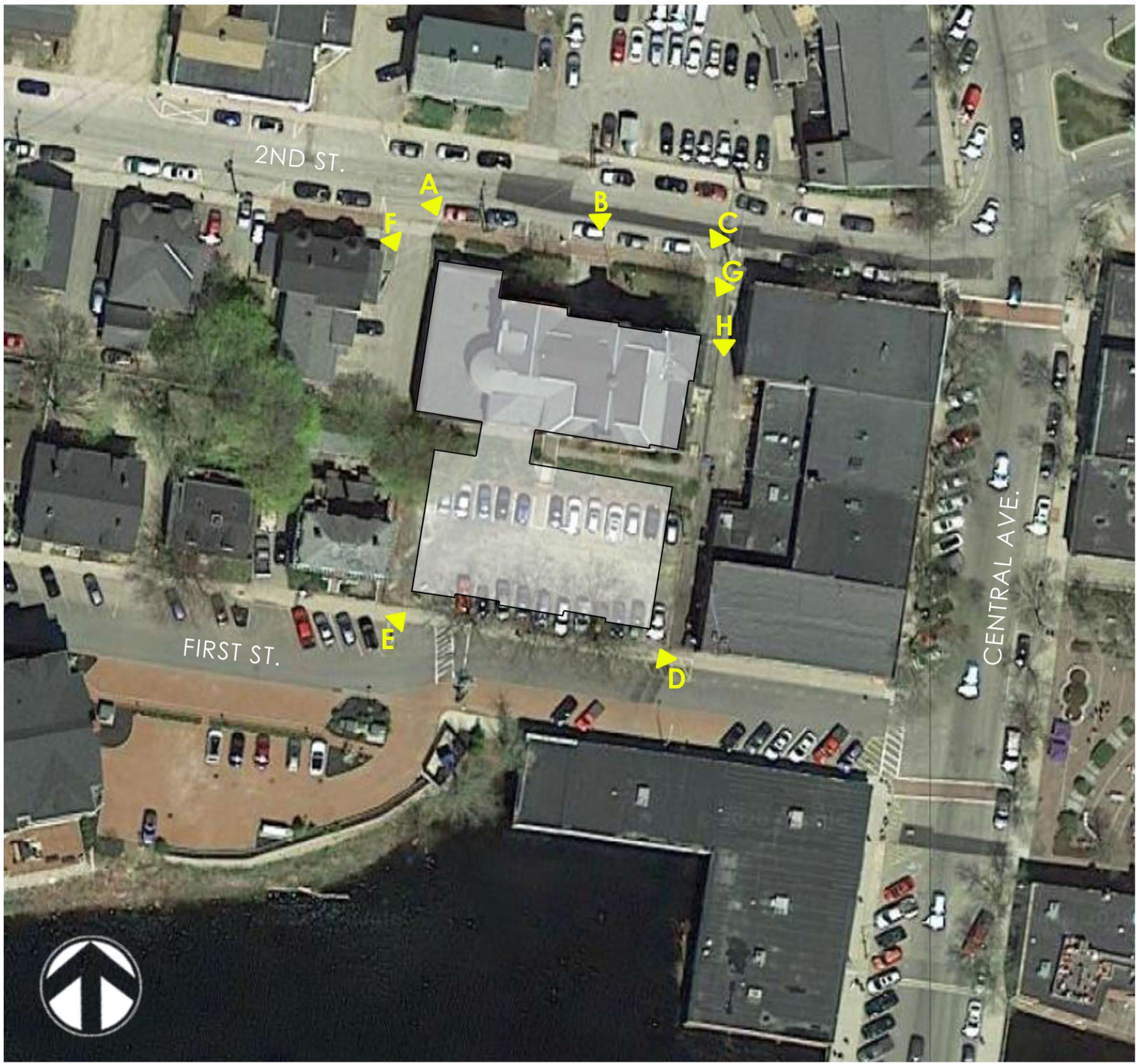
EXHIBIT A

CONCEPTUAL PROJECT SITE PLAN and ARCHITECTURAL DRAWINGS

[attached]



EXISTING



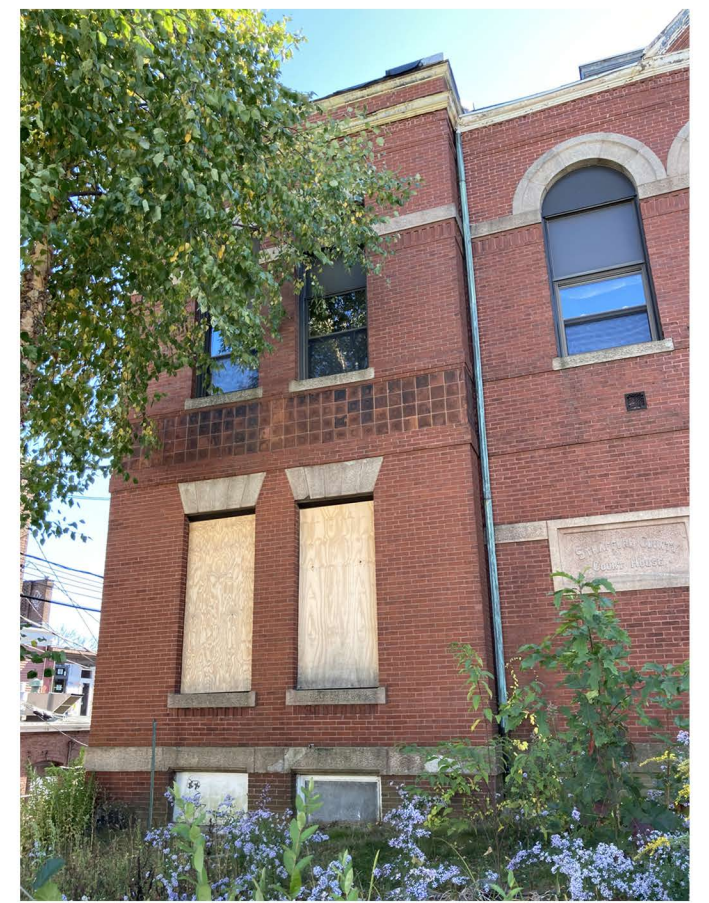
PROPOSED FOOTPRINT



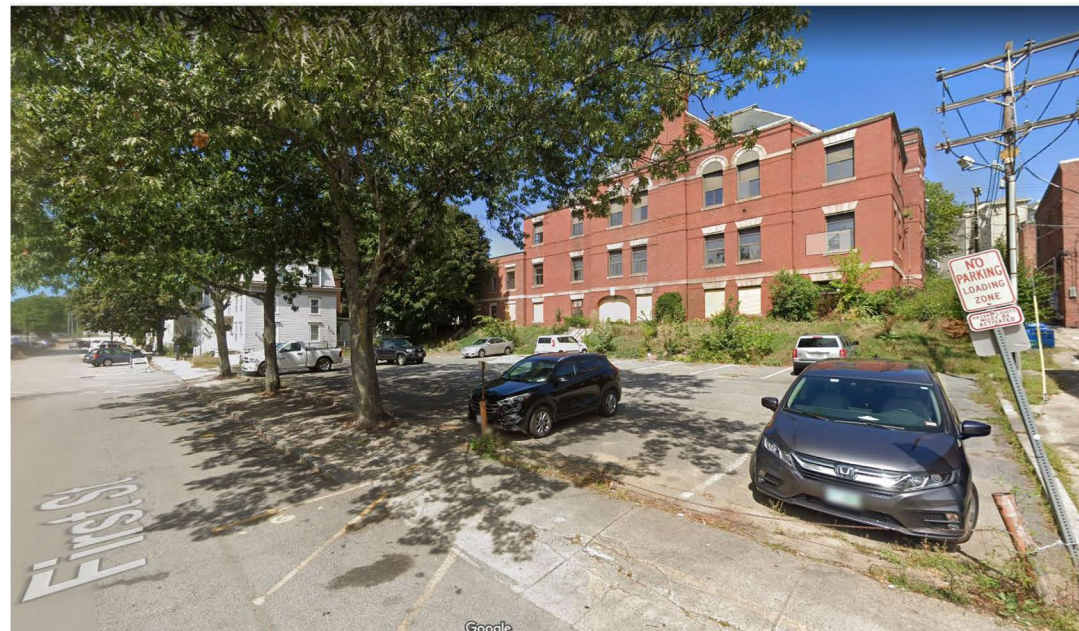
A.



B.



C.



D.



E.

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

SITE CONTEXT PHOTOS
FEBRUARY 18, 2021



2.0



G.



H.



F.





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

PROPOSED VIEWS
FEBRUARY 18, 2021



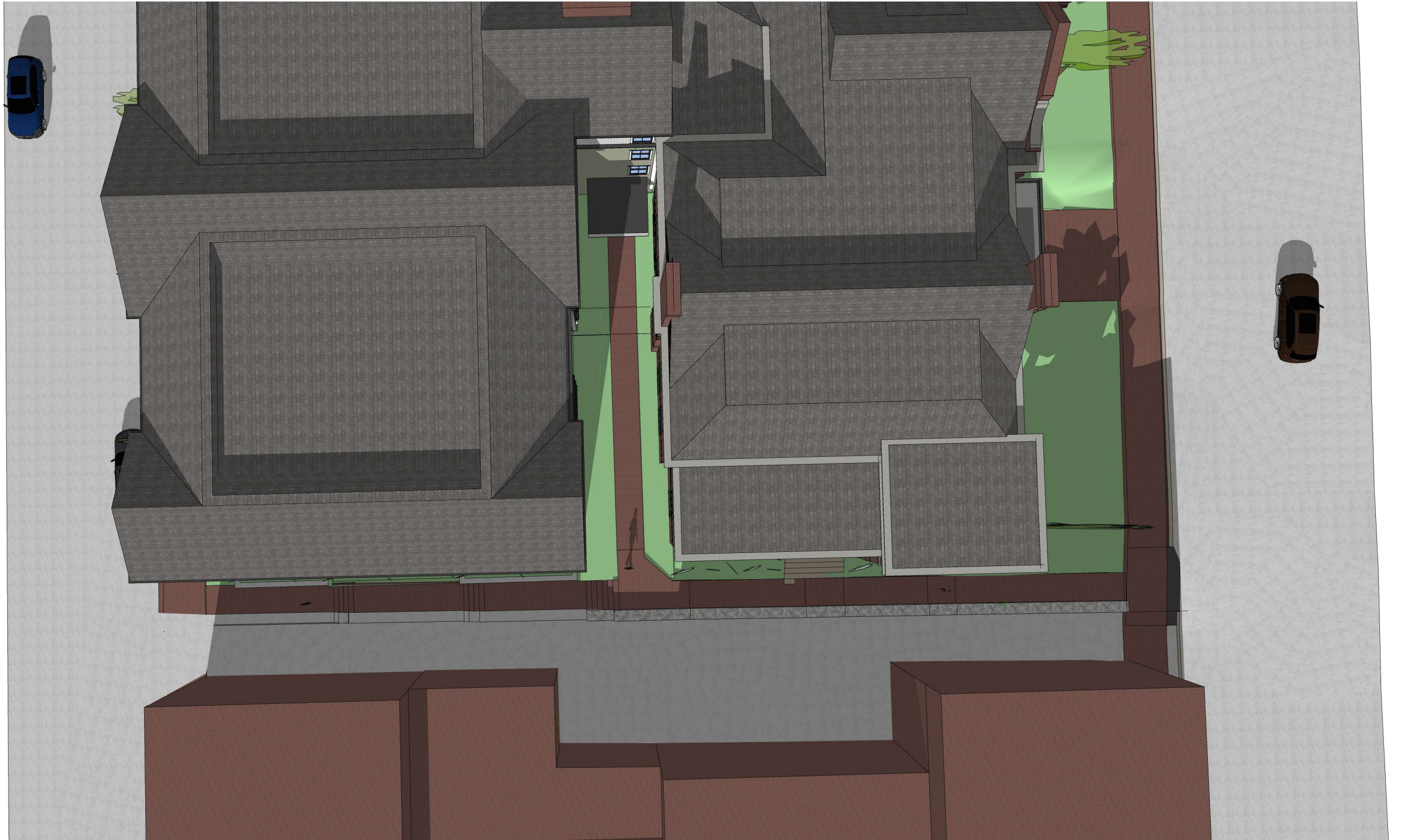
3.0



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

PROPOSED VIEWS
FEBRUARY 18, 2021





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

PROPOSED VIEWS
FEBRUARY 18, 2021



3.2



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

PROPOSED VIEWS
FEBRUARY 18, 2021



3.3



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

PROPOSED VIEWS
FEBRUARY 18, 2021



3.4



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

PROPOSED VIEWS
FEBRUARY 18, 2021



3.5

EXHIBIT B

Performance Mortgage

MORTGAGE DEED

Chinburg Management, LLC, a New Hampshire limited liability company, having an address of, 3 Penstock Way, Newmarket, NH 03857 (hereinafter the "Mortgagor"), for valuable consideration, grants the **CITY OF DOVER**, a New Hampshire corporate and body politic, and political subdivision of the State of New Hampshire, having an address of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter the "Mortgagee"), WITH MORTGAGE COVENANTS, to secure the:

A. The timely and proper performance, payment, and satisfaction of all future expectant ad valorem Tax Guarantee Period and other obligations of the Mortgagor as provided in Sections 5.02 and 5.03 of a certain Development Agreement by and between the Mortgagor and Mortgagee of even date, and any modifications or amendments thereto (hereinafter referred to as the "Agreement"), all as more fully described in the Agreement;

B. Payment of all sums now or hereafter advanced by the Mortgagee in accordance herewith to protect the security of this Mortgage as provided for hereinafter;

C. Payment, performance and satisfaction of Mortgagor's liabilities and other obligations under the terms, conditions, representations, warranties and covenants contained in sections 5.02 and 5.03 of the Agreement and any and all amendments, deferrals, extensions, renewals and substitutions thereto and therefor.

The following premises:

- I. **LAND:** Certain real properties in the City of Dover, New Hampshire, including buildings thereon, identified as Map 6, Lot 20, said property consisting of .053 acres, more or less, in the aggregate, which fronts along Washington Street, and is situated between Locust Street and Chestnut Street in Dover, New Hampshire, and more particularly described in Exhibit C annexed hereto and hereby made a part hereof (the "Mortgaged Premises").
- II. **IMPROVEMENTS AND FIXTURES:** All buildings and improvements now situated upon the Mortgaged Premises or which may hereafter be constructed on the Mortgaged Premises or added thereto, together with all fixtures now or hereafter owned by Mortgagor or in which Mortgagor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Premises or the buildings or improvements thereon (the "Improvements").

TOGETHER WITH all privileges, and appurtenances thereto or in any way appertaining or belonging thereto, any and all rights of access serving the Mortgaged Property.

All of which land, Improvements and other property and rights hereby granted, sold and conveyed, or intended so to be, hereinafter generally referred to as the "Mortgaged Property".

The Mortgagor for itself and its successors and assigns covenants and agrees as follows:

1. Mortgagor will pay any indebtedness secured by this Mortgage at the time and in the manner as provided in Sections 5.02 and 5.03 of the Agreement.
2. Mortgagor will faithfully perform all covenants, duties and obligations as set forth in Sections 5.02 and 5.03 of the Agreement and this Mortgage.
3. Mortgagor will keep the Mortgaged Property in good order and condition and will not permit any waste thereof, reasonable wear and tear excepted.
4. Mortgagor will keep the structures, fixtures and improvements now existing or hereafter erected or situated on the Mortgaged Property insured against loss by fire and other hazards, casualties and contingencies, said insurance to be placed with such companies and be for such periods as may be required by the Mortgagee. Such policies shall be endorsed with a standard mortgagee clause, with loss payable to the Mortgagee and the Mortgagor as their interest may appear, and shall be deposited with the Mortgagee.
5. Mortgagor will pay, before the same become delinquent or any penalty attaches thereto for nonpayment, all taxes, assessments and charges of every nature that may now or hereafter be levied or assessed, upon the Mortgaged Property or any part thereof, and will pay, before the same become delinquent or any penalty attached thereto for the nonpayment, all taxes which by reason of nonpayment create a lien prior to the lien of the Mortgage and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc. as the Mortgagee may require.
6. Mortgagor will maintain the Mortgaged Property in compliance with all federal, state and local governmental rules, regulations, laws, permits and approvals.

The Mortgagor further agrees that if there shall be any default of any of the terms, conditions, or covenants of Sections 5.02 and 5.03 of the Agreement or Section B. of this Mortgage, all sums due the Mortgagee by the Mortgagor shall at the option of the Mortgagee become immediately due and payable, and the Mortgagee or its heirs, successors and assigns shall have the STATUTORY POWER OF SALE.

This is not homestead property of either person identified as the Mortgagor in this deed.

This Mortgage will be discharged by the Mortgagee at the termination of the Tax Guarantee Period, as that term is defined in the Agreement.

DATED this _____ day of _____, 201__.

Chinburg Management, LLC

Witness

By:

(Name)

(Title)

Duly Authorized

CITY OF DOVER, NEW HAMPSHIRE

Witness

By:

J. Michael Joyal, City Manager

Duly Authorized

STATE OF _____
COUNTY OF _____, 2021__

Personally appeared the above named _____, duly authorized
_____ of Chinburg Management, LLC, known to me or satisfactorily proven to be
the person whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD _____, 2021__

Personally appeared the above named J. Michael Joyal, duly authorized City Manager of
the City of Dover, New Hampshire, known to me or satisfactorily proven to be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

EXHIBIT C
Mortgage - Property Description

EXHIBIT D

Easements Plan

EXHIBIT E

Term Sheet

EXHIBIT F

Covenant

Per RSA 79-E:8 (Community Revitalization Tax Relief Incentive)

Chinburg Management LLC, by and through Eric J. Chinburg, Managing Partner, (hereinafter referred to as "GRANTOR"), 3 Penstock Way, Newmarket, NH 03857, owner of property situated at 10 Second Street, Dover, NH, designated as Tax Map 6 Lot 20 in the City of Dover, acquired by GRANTOR by deed(s) recorded at Book ____, Page ____, in the Strafford County Registry of Deeds. (hereinafter referred to as the "PROPERTY"), on behalf of GRANTOR itself, its successors and assigns, in exchange for consideration of tax relief granted to GRANTOR by the City of Dover pursuant to the provisions of RSA 79-E, agrees to and asserts the following Covenants imposed by, and in favor of, the City of Dover, 288 Central Avenue, Dover, County of Strafford, State of New Hampshire (hereinafter referred to as "GRANTEE").

These covenants are made in exchange for property tax relief granted with respect to the PROPERTY as a result of the rehabilitation and expansion of the building on the PROPERTY to be accomplished by the GRANTOR in accordance with GRANTOR'S proposal approved by GRANTEE on Month, Date, 2021, as well as the GRANTOR's site plan approved by the Dover Planning Board on Month, Date, 2021.

This Covenant is to protect the public benefit in accordance with the provisions of RSA 79-E for a term of fourteen years, beginning on April 1st of the first tax year commencing immediately after the completion of the rehabilitation and expansion work. Notwithstanding the foregoing, the contemplated tax relief shall be null and void if the proposed rehabilitation and expansion work is not completed by March 31, 2023. Rehabilitation and expansion work shall be deemed complete when the final Certificate of Occupancy has been issued for the residential portion of the GRANTEE's proposal.

The GRANTEE agrees that the PROPERTY, if the building is rehabilitated and expanded in accordance with GRANTOR'S proposal approved by GRANTEE on Month, Date, 2021, provides a demonstrated public benefit in accordance with the provisions of RSA 79-E:7 insomuch as the rehabilitation and expansion of the building on said property:

- I. Enhances the economic vitality of downtown;
- II. It promotes the preservation and reuse of existing building stock throughout a municipality by the rehabilitation of historic structures.
- III. Promotes development of municipal centers, providing for efficiency, safety and a greater sense of community consistent with RSA 9-B.
- IV. Increases residential housing in urban or town centers.

In addition, the GRANTOR agrees that at no point during the term of the Covenant shall the property become tax exempt.

The term of the Covenant which is hereby granted by the GRANTOR to the GRANTEE with respect

to the above described PROPERTY shall be fourteen years: the first seven commencing as of the first date of tax relief co-extensive with the tax relief period, and seven additional years thereafter. During this term, the provisions of this Covenant shall apply and be binding.

In addition to the above, the GRANTOR covenants as follows:

GRANTOR'S COVENANTS:

REHABILITATION OF BUILDING. The Grantor agrees to rehabilitate and expand the building located on the PROPERTY during the term of this Agreement in accordance with GRANTOR'S proposal approved by GRANTEE on Month, Date, 2021. The rehabilitation and expansion of the building contemplated by GRANTOR'S proposal approved by GRANTEE on Month, Date, 2021 shall be completed by the GRANTOR on or before March 31, 2023. The rehabilitation and expansion of the building shall be deemed complete when the final Certificate of Occupancy has been issued for the residential portion of the GRANTEE's proposal. The tax relief period will commence April 1, 2023, if and only if the rehabilitation and expansion of the building is completed prior to March 31, 2023. Once commenced, under no circumstance shall the tax relief period extend beyond March 31, 2030. If the rehabilitation and expansion of the building is not complete prior to March 31, 2023, then the parties' tax relief agreement shall be void and the PROPERTY shall be fully assessed for the value of that work during the tax year commencing April 1, 2023.

MAINTENANCE OF THE PROPERTY. The GRANTOR agrees and is required to maintain, use and keep the structure in a condition that furthers the public benefits for which the tax relief was granted and accepted during the term of the covenant.

RESTRICTION OF RESIDENTIAL UNIT RENTS. The GRANTOR agrees and is required to maintain a minimum of 20% of the residential units created such that rental rates shall not exceed the HUD 80% Rent Limit for the Portsmouth/Dover/Rochester MSA, which restricted units shall be rented to tenants earning no more than 80% of the median income for the Portsmouth/Dover/Rochester MSA (the "Restricted Units").

REQUIRED INSURANCE, USE OF INSURANCE PROCEEDS, AND TIMEFRAME TO REPLACE OR REMOVE DAMAGED PROPERTY. The GRANTOR agrees and is required to obtain and maintain casualty insurance on the structure and Property, as well as flood insurance if appropriate. The GRANTEE shall be entitled to a lien against proceeds for any insurance claims to ensure proper restoration or demolition of any damaged structures and property. The GRANTEE further requires that the restoration or demolition commence within one year following any insurance claim incident; otherwise the GRANTOR shall be subject to the termination provisions set forth in RSA 79-E:9, I.

RECORDING. The GRANTEE agrees to and shall provide for the recording of this covenant with the Strafford County Registry of Deeds. It shall be a burden upon the PROPERTY and bind all transferees and assignees of such PROPERTY. The GRANTOR may only assign its rights with written consent of the GRANTEE, which shall not be unreasonably withheld. The GRANTOR shall be solely responsible for prompt payment of the recording fee(s).

ASSESSMENT OF THE PROPERTY. The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Tax Relief Granted based on the pre-rehabilitation value, as of April 1, 2021, or such other value utilized by the Assessor to address improvements not covered by RSA 79-E. If the terms of these covenants are not met, the Property Tax Relief will be discontinued, and the GRANTEE

will assess all taxes to the owner as though no tax relief was granted, with interest in accordance with RSA 79-E:9, II.

RELEASE, EXPIRATION, CONSIDERATION.

I. RELEASE. The GRANTOR may apply to the local governing body of the City of Dover for a release from the foregoing discretionary tax relief and associated covenant within the duration of the tax relief period of RSA 79-E upon a demonstration of extreme personal hardship. Upon release from such covenants, the GRANTOR shall thereafter pay the full value assessment of such structure(s) and land to the Tax Collector of the City of Dover.

II. EXPIRATION. Upon final expiration of the terms of the tax relief and associated covenants the tax assessment will convert to the then full fair market value. These covenants will be concluded seven years after the return to full market value. In no circumstance shall the tax relief period extend beyond March 31, 2030.

III. CONSIDERATION. The Tax Collector shall issue a summary receipt to the owner of such PROPERTY and a copy of the governing body of the City of Dover for the sums of tax relief accorded during the term of this Covenant. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Covenant to the GRANTOR who shall record such a release with the Strafford County Registry of Deeds. A copy of such release or renewal shall also be sent to the local assessing official.

IV. MAINTENANCE OF STRUCTURE. If, during the term of the Covenant, the GRANTOR shall fail to maintain the structure in conformity with the foregoing Covenant, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the covenants shall be terminated and a penalty shall be assessed in accordance with Paragraph I above.

ENFORCEMENT. If a breach of this Covenant is brought to the attention of the GRANTEE, the GRANTEE shall notify the GRANTOR, in writing of such breach, which notification shall be delivered in hand and/or by certified mail to the GRANTOR.

The GRANTOR shall have 30 days from the date of such notice to undertake those actions, including restorations, which are reasonably calculated to cure the said breach and to notify the GRANTEE thereof.

If the GRANTOR fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE'S expenses, court costs and legal fees, shall be paid by the GRANTOR.

The GRANTOR, by executing this Covenant to the GRANTEE, represents that it has the authority to enter into this Covenant, agrees to be bound by and to observe and enforce the provisions hereof, and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTOR, all in furtherance of the purposes for which this Tax Relief and associated Covenant is delivered.

DATED this ____ day of _____, 2021.

GRANTOR

Chinburg, Management LLC.

By:

Eric Chinburg
Managing Partner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by GRANTOR, the duly authorized TITLE for the GRANTOR.

Notary Public/Justice of the Peace
My Commission Expires: _____

ACCEPTED this _____ day of _____, 2021.

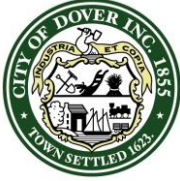
GRANTEE
City of Dover

By:

J. Michael Joyal, Jr.
City Manager
Duly Authorized

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by J. Michael Joyal, Jr., the duly authorized City Manager for the GRANTEE.

Notary Public/Justice of the Peace
My Commission Expires: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2024.03.13 - 35**

Resolution Re: B24038 Plumbing Services As Needed

WHEREAS: Requests for sealed Bid # B24038 was issued and received for as needed Plumbing Services As Needed on February 8th, 2024 with rates to hold for (1) one year and with option to renew (2) two additional year terms subject to annual review, funding availability and vendor satisfaction; and

WHEREAS: One bid reply was received. Time and Material rates were offered by the current vendor, Dennis Munson Plumbing & Heating, for hourly rates and materials mark ups. Past history with this vendor has been very successful and response is deemed most advantageous to the City and thereby being recommended is Dennis Munson Plumbing & Heating of Dover NH.

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

The Purchasing Agent is hereby authorized to issue purchase orders to Dennis Munson Plumbing & Heating of Dover NH given the rates provide in conjunction with B24038. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
xxxx.1.xxx.xxxxx.4433	Maintenance of Equipment	357,576.25	59,156.72
xxxx.1.xxx.xxxxx.4431	Maintenance of Building	430,322.56	176,559.98

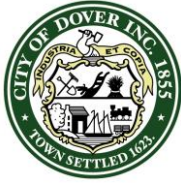
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2024.03.13 - 35**

Resolution Re: B24038 Plumbing Services As Needed

DOCUMENT HISTORY:

First Reading Date:

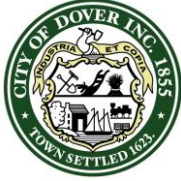
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2024.03.13 - 35**

Resolution Re: B24038 Plumbing Services As Needed

RESOLUTION BACKGROUND MATERIAL:

The plumbing contractor must be licensed in the state of New Hampshire, and have general knowledge of residential and commercial plumbing systems. The contractor must have their own vehicle, tools & meters. The contractor must be able to respond to emergencies within a 2-hour time frame. The successful bidder must have at least five (5) years experience in the field.

Rates are to be for a one (1) year period of time (2/28/2024-3/1/2025), to be renewed for each of two (2) additional years, subject to funding availability, annual pricing review and negotiations at the end of each annual period.

Bid Information:

Sealed Bid # B24038 was issued and received for an as needed Plumbing Services contractor on February 8, 2024.

Purchasing Agent reached out to 5 plumbing vendors that were sent this bid via Constant Contact to determine why they did not respond or chose to bid. Only one vendor replied and indicated that the reason that they did not bid was that they do not have any time or manpower to service the City at this time.

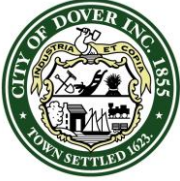
Award Information:

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:	112	Number of Responses:	1
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	1 yr	Estimated Delivery:	As needed
Recommended Award to:	Dennis Munson Plumbing & Heating	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B24038 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

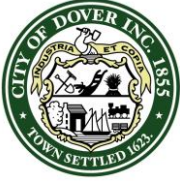
Agenda Item#: 13.A.6.

Resolution Number: **R - 2024.03.13 - 36**
Resolution Re: **CDL Training for Community Services**

- WHEREAS: The City has struggled to recruit and hire individuals with a Commercial Driver's License (CDL) either level B or A. As such, the City resorted to hiring unlicensed personnel and worked to providing training in order to obtain CDL licensure; and
- WHEREAS: The city has 4 in-house trainers but one is on medical leave and the other 3 are in vital roles of city operations and cannot currently provide the necessary training and;
- WHEREAS: The Purchasing Agent reached out to 4 vendors and Patten's Commercial Driver Training, Croydon, NH, was selected as they were the only firm that could provide on-site training, and;
- WHEREAS: Per Dover Purchasing Code 5-29c-Exemptions to Formal Bidding- Sole Source purchases where the proposed purchase is manufactured or provided by only one entity, and/or the city has already committed to a certain product, manufacturer, brand, or service provider. The City had a backlog of 10 positions that didn't have the required CDL licensure for assistance with winter snow removal operations. Continuity of operations requires licensed personnel, and training evolution can take several months for a single driver.
- 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 Patten's Commercial Driver Training, Croyden, NH in the amount of \$28,500. 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
1000.1.300.41951.4240.00000.00.000.000.100	Cemetery - Staff Development	\$1,500.00	\$1,380.00
1000.1.300.43111.4240.00000.00.000.000.100	CS - Admin - Staff Development	\$1,700.00	\$901.00
1000.1.300.43112.4240.00000.00.000.000.100	Engineering - Staff Development	\$9,000.00	\$6,523.00
1000.1.300.43121.4240.00000.00.000.000.100	Streets - Staff Development	\$4,800.00	\$2,474.71
1000.1.300.43155.4240.00000.00.000.000.100	Storm Water - Staff Development	\$3,400.00	\$1,967.50
1000.1.300.43180.4240.00000.00.000.000.100	Facilities & Grnds - Staff Development	\$6,950.00	\$6,316.00
3320.1.300.43230.4240.00000.00.000.000.100	Residential Solid Waste - Staff Development	\$1,675.00	\$1,675.00
5300.1.300.43320.4240.00000.00.000.000.100	CS - Water - Staff Development	\$7,742.50	\$1,565.95
5320.1.300.43250.4240.00000.00.000.000.100	CS - Sewer - Staff Development	\$7,742.50	\$1,161.30
5320.1.300.43256.4240.00000.00.000.000.100	CS - Sewer - WWTP -Staff Development	\$5,000.00	\$898.00
6310.1.550.49200.4240.00000.00.000.000.100	Fleet Maint - Staff Development	\$8,000.00	\$4,853.80



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2024.03.13 - 36**
Resolution Re: CDL Training for Community Services

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

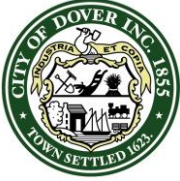
Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2024.03.13 - 36**
Resolution Re: CDL Training for Community Services

RESOLUTION BACKGROUND MATERIAL:

The Federal Motor Carrier Safety Administration (FMCSA) changed their rules related to the operation and licensure of Commercial Vehicles. It used to be that the City could hire a non-licensed CDL person, and they could obtain a written permit and go a road licensure test at any time. Now there is a mandatory Entry Level Driver Training accreditation process, and then all drivers must go for mandatory Behind The Wheel Training, sort of like younger drivers attempting to obtain their regular vehicle operators license.

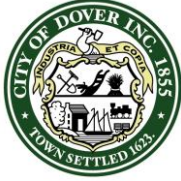
At Community Services, almost every position outside of administration requires a minimum of a Class-B CDL license, which is required to operate any vehicle in excess of 26,000 pounds, which would include our large winter snow removal equipment. The collectively bargain labor contracts have a very low entry-level wage for Truck Drivers. As such, we routinely have to hire a non-CDL licensed person as an entry-level, general laborer, and provide inhouse training so they may obtain required CDL-B.

We have very few senior-level drivers, or those have obtained highest level of CDL licensure, which is Class A. While our preference would be to continue in-house training, the shortage of current trainers, and the need to address a large number of unlicensed personnel requires use of outside contractors. The hope is that outside trainers will help “train-the-trainer” and other existing staff will gain skills, knowledge, and confidence to safely train new personnel.

Patten’s was selected by reviewing the FMCSA website for NH licensed and accredited training providers. The list was significantly narrowed down by searching for providers that would travel to our location, and training using our own vehicles and driving City roads. Patten’s ended up being the only providing fully responding and taking time to meet with staff to review possible training options and programs.

Award Information:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2024.03.13 - 37**

Resolution Re: Purchase of Street Sweeper Supplies, Equipment and Service through Allied Equipment, LLC – Sole Source Purchase

WHEREAS: Allied Equipment, LLC of Hartland, ME was approved via R-2022.05.11-096 as the sole authorized and exclusive distributor for Global Environmental Products, Inc., a manufacturer of street sweepers in the states of Maine, Vermont and New Hampshire, and;

WHEREAS: Allied Equipment, LLC is also a NH approved distributor relative to sweeper parts identified by manufacturers such as Keystone and Wharhog, and;

WHEREAS: The City has been very pleased with the availability, service and pricing structure offered by this vendor, it is the recommendation to continue to purchase parts and equipment items on an as-needed basis through Allied Equipment, LLC as both a sole source and approved NH distributor; and

WHEREAS: Per 5-29C. Exemptions to Competitive Bidding: Sole Source purchases where the proposed purchase is manufactured or provided by only one entity and/or the City has already committed to a certain product, manufacture, brand or service provider.

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

The Purchasing Agent is hereby authorized to issue Purchase Orders on an as needed basis to Allied Equipment, LLC of Hartland, ME for the purchase of street sweeper supplies and equipment, as well as related service. 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
6310.1.550.49200.4895.00000.00	Fleet Maint - Cost of Sales	797,745.00	180,601.00

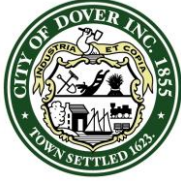
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2024.03.13 - 37**

Resolution Re: Purchase of Street Sweeper Supplies, Equipment and Service through Allied Equipment, LLC – Sole Source Purchase

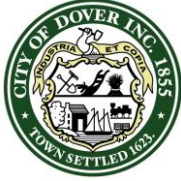
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2024.03.13 - 37**

Resolution Re: Purchase of Street Sweeper Supplies, Equipment and Service through Allied Equipment, LLC – Sole Source Purchase

RESOLUTION BACKGROUND MATERIAL:

The City currently has one (1) 2020 Global M3 High Performance Mechanical Street Sweeper that was purchased new in 2021, and two (2) Johnston Sweepers, now under Global, which were manufactured in 2003 and 2007. Allied Equipment, LLC is the sole authorized and exclusive distributor for Global Environmental Products, Inc. In addition, Allied is identified by manufacturers, such as Keystone and Wharhog, to be an authorized distributor of their products.

Bid Information:

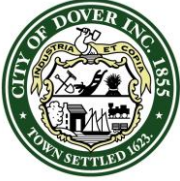
Per 5-29C. Exemptions to Competitive Bidding: Sole Source purchases where the proposed purchase is manufactured or provided by only one entity and/or the City has already committed to a certain product, manufacture, brand or service provider. With the added freight, this retroactive approval for a purchase exceeded the \$25,000.00 threshold, therefore, Council approval is required.

Award Information:

A purchase order(s) will be issued on an as needed basis to Allied Equipment, LLC to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	No
Prices will hold for:	N/A – purchase as needed	Estimated Delivery:	As Needed
Recommended Award to:	Allied Equipment, LLC	Fund:	6310-Fleet Maint.
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase may exceed the \$25,000 amount requiring Council approval.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2024.03.13 - 38**
Resolution Re: Approval of Municipal Agreement Concerning
Reclassification of a Portion of Dover Point Road (West)
and Wentworth Terrace; Acceptance of Related Easements
from State of New Hampshire

WHEREAS: In or around 2010, the New Hampshire Department of Transportation (“NHDOT”) undertook reconstruction of the Spaulding Turnpike and related improvements, as part of which NHDOT entered into a Municipal Agreement with the City of Dover on or about June 1, 2010 and, in 2017, a separate lighting agreement concerning the Scammell Bridge also involving the Town of Durham; and

WHEREAS: Having now completed the reconstruction of the Spaulding Turnpike improvements, NHDOT has determined to reclassify and reassign maintenance of class V (locally maintained) public roads and related terms, as set forth in the proposed Municipal Agreement accompanying this resolution.

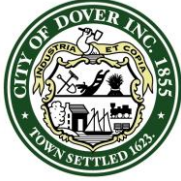
WHEREAS: In general terms, the Municipal Agreement will reassign maintenance of a portion of Dover Point Road (West), Wentworth Terrace, and certain other areas, along with transfer to the City of related easement rights.

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

That the City Manager is authorized to sign the Municipal Agreement between NHDOT and the City accompanying this resolution, as well as perform the City’s obligations within and ensure the other parties’ performance of their obligations. The City Manager, on behalf of the City of Dover, is further authorized to negotiate, finalize, sign, acquire, and accept any and all permanent easements in relation to the aforesaid Municipal Agreement, including but not necessarily limited to those easements specifically called out in the aforesaid agreement, and to take any necessary steps to record said easements at 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:	Jerrica Vanslyvong- Bizier City Clerk		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.1.	
Resolution Number: R – 2024.03.13 - 38 Resolution Re: Approval of Municipal Agreement Concerning Reclassification of a Portion of Dover Point Road (West) and Wentworth Terrace; Acceptance of Related Easements from State of New Hampshire		

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

A copy of the proposed Municipal Agreement is attached and incorporated herein by reference. The proposed agreement includes as an exhibit a color-coded map explaining the current changeover of maintenance. The recitals to that agreement provide additional context. The current proposed agreement has been negotiated by City staff over recent years. An earlier 2010 agreement with NHDOT foreshadowed the current proposed agreement, once the Spaulding Turnpike improvements by NHDOT have been completed.

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
AND
CITY OF DOVER**

MUNICIPAL AGREEMENT

STATE PROJECT: Newington-Dover 11238Q

This AGREEMENT, executed in duplicate and entered into this ____ day of _____, 2024 between the State of New Hampshire (hereinafter "STATE"), Department of Transportation (hereinafter "DEPARTMENT") with the principal place of business at 7 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483 and the City of Dover (hereafter "CITY"), a municipal corporation with a principal place of business at 288 Central Avenue, Dover NH 03820

WITNESSETH that,

WHEREAS, the STATE acquired easement interests of various real property in connection with the original layout of for East Side Road (currently Dover Point Road) under the 1933 US Public Works Project NRM 262 and subsequently modified under the original layout with fee ownership of the Spaulding Turnpike under LS 1821(1) in 1953 as shown on historic plans located on-line through the STATE's Project Map Viewer; and

WHEREAS, the DEPARTMENT entered into a Municipal Agreement with the CITY on June 1, 2010 for the reconstruction of the Spaulding Turnpike completed under the construction contract 11238-L to include the construction of a new southbound, four lane bridge, reconstruction of General Sullivan pedestrian and bike approach structure and widening of Wentworth Terrace (formerly Hilton Drive) from one lane to two lane operation with a flanking sidewalk; and

WHEREAS, the Department entered into a Municipal Lighting Agreement with the CITY and Town of Durham on October 10, 2017, to energize and maintain the ornamental lighting on the Scammell Bridge through a third party; and

WHEREAS, the DEPARTMENT completed the reconstruction of the Spaulding Turnpike under construction contract 11238-Q beginning north of Exit 1 in the town of Newington, and continuing north approximately 3.5 miles, to the existing toll booth in the City of Dover north of Exit 4 (US Rte. 4). The work in the City of Dover includes, but not limited to, the rehabilitation and reconstruction of the northerly bridge abutment of the Little Bay Bridge (northbound), construction of a retaining wall under the Little Bay Bridge adjacent to Wentworth Terrace, illumination of Exit 5 northbound ramps, extension of Wentworth Terrace for one-way operation into the existing street network with an easterly flanked sidewalk, resurfacing of the Pomeroy Cove pedestrian/bike trail with installation of bollards, reconstruction of Exit 6 to include northbound two lane off ramp, construction of new single lane northbound on ramp, the upgrade of the single lane southbound off ramp to Spur Road and the construction of a new two lane southbound on ramp, reconstruction of US Rte. 4 starting at the Scammell Bridge easterly to Dover Point Road (north) intersection with Homestead Lane, the reconstruction of Dover Point Road (east) from its intersection with Dover Point Road (north) southerly to the new cul-de-sac at the former northbound on ramp access point, reconstruction of Spur Road from its intersection with the hybrid roundabout northerly to beyond the southbound bound Exit 6 off ramp, and resurfacing of Boston Harbor Road and Dover Point Road (west) with construction of new sidewalk southerly to Leighton Road. The construction includes the installation pedestrian crosswalks and flashing beacon at for crossing of US Rte. 4 on the westerly approach to the hybrid two-lane roundabout at the pedestrian crosswalks; and

WHEREAS, the State Legislature has delegated to the Commissioner of the DEPARTMENT full authority to establish compact sections, reassign class I and class II highways to class V roadways and to determine the contribution toward maintenance (RSA 229:5, 228:21, 228:27, 228:36, 235:23, and 236:1); and

WHEREAS, the improvements under 11238-L and 11238-Q alters the State Maintenance responsibilities and necessitates reclassification of State maintained roadways (see attached plan entitled "Proposed Maintenance Responsibilities – Dover"); and

WHEREAS, the improvements included the construction and rehabilitation of sidewalks under 11238-L for Wentworth Terrace and Pomeroy Cove bike/ped access, and under 11238-Q for Dover Point Road (west),

Boston Harbor Road, Spur Road and US Rte. 4 to the Scammell Bridge at the request of the community and CITY; and

WHEREAS, the Department maintenance forces, by policy and practice, do not maintain community sidewalks within the state or non-state-maintained highways.

NOW, THERFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT at its own cost continue to own and be responsible for the maintenance of Turnpike improvements from the Little Bay Bridges through Exit 6 interchange to beyond the existing Dover toll booth to include US Rte. 4 to and including the Scammell Bridge through the hybrid two-lane roundabout to the city compact along Dover Point Road (north). This maintenance includes, but not limited to, US Rte. 4 bridge over the Spaulding Turnpike, Exit 6 northbound and southbound ramp traffic signals and hardware, soundwalls, Right-of-Way (ROW) fencing, water quality basins and drainage associated with the turnpike roadway, retaining walls supporting the turnpike improvements (including retaining walls along Wentworth Terrace, DMV and Pomeroy Cove Ped/Bike trail), and all roadway elements such as pavement, stripping, roadside signage, overhead signs and structures, Intelligent Transportation Systems (ITS) and roadside safety hardware. The DEPARTMENT will be responsible for operation including power supply to the signal control for Spaulding Turnpike Exit 6 northbound and southbound intersections with US Rte. 4 and luminaries (streetlights) located on the Spaulding Turnpike, Exit 6 interchange and US Rte. 4 as referenced on the Newington-Dover 11238-Q contract plans as follows:

NHDOT District 6 Maintenance	Station Location	Light Fixture Type
US Rte. 4 (Roundabout)	27+46, Rt.	Aluminum Light Pole
US Rte. 4 (Roundabout)	213+85, Rt	Aluminum Light Pole

NHDOT Bureau of Turnpikes Maintenance	Station Location	Light Fixture Type
Spaulding Turnpike	1603+10, Lt	Aluminum Light Pole
Spaulding Turnpike	1603+40, Rt.	Aluminum Light Pole
Spaulding Turnpike	1605+10, Lt. & Rt.	Aluminum Light Pole
Spaulding Turnpike	1607+20, Lt. & Rt.	Aluminum Light Pole
Spaulding Turnpike	1648+21, Rt.	Aluminum Light Pole
Spaulding Turnpike	1650+40, Rt.	Aluminum Light Pole
Spaulding Turnpike	1669+25, Rt.	Aluminum Light Pole
Spaulding Turnpike	1671+16, Lt.	Aluminum Light Pole
Spaulding Turnpike	1676+73, Rt.	Aluminum Light Pole
Spaulding Turnpike	1679++29, Rt.	Aluminum Light Pole
Spaulding Turnpike	16+79+55, Lt.	Aluminum Light Pole
Spaulding Turnpike	1680+86, Rt.	Aluminum Light Pole
Spaulding Turnpike	1680+97, Lt.	Aluminum Light Pole
Spaulding Turnpike	1682+39, Lt.	Aluminum Light Pole
Spaulding Turnpike	1682+50, Rt.	Aluminum Light Pole
Spaulding Turnpike	1685+47, Rt.	Aluminum Light Pole
Spaulding Turnpike	1685+77, Lt.	Aluminum Light Pole
Spaulding Turnpike	1688+11, Lt.	Aluminum Light Pole
Spaulding Turnpike	1688+61, Lt.	Aluminum Light Pole
Spaulding Turnpike	1691+33, Lt.	Aluminum Light Pole
US Rte. 4/Dover Point Road (North)	220+09, Rt	On Signal Pole
US Rte. 4/Dover Point Road (North)	222+15, Lt.	Aluminum Light Pole
US Rte. 4/Dover Point Road (North)	231+72, Lt	On Signal Pole
Spur Road/ Off Ramp	113+10, Rt.	Aluminum Light Pole
Spur Road/ Off Ramp	107+18, Lt	Aluminum Light Pole

- B. The STATE, by itself or through the DEPARTMENT, will transfer easement rights and maintenance responsibilities to the City of Dover through reclassification as a Class V highway Wentworth Terrace from its junction with Dover Point Road (west) and Leighton Road to its connection into the Wentworth Terrace residential neighborhood and including the one-way neighborhood streets CITY and Dover Point Road (east) from its intersection with Dover Point Road (north)

southerly to the reconstructed cul-de-sac at the former location of the northbound on ramp. The DEPARTMENT will transfer drainage easements acquired on Parcel D-90 (Anastas property) and Parcel D-100 (Shevelin property) for outlet of city street drainage as identified within the 11238-Q contract plans to the CITY prior to reclassification,

- C. The CITY, at its own costs and expenses, shall have authority to regulate, discretion over, and be responsible for the maintenance of the roads as Class V highways as shown on the plan entitled “Proposed Maintenance Responsibilities – Dover”: Boston Harbor Road/Dover Point Road (west)/Wentworth Terrace, Spur Road and Dover Point Road (east) to include but not limited to, the summer and winter maintenance for pavement, structural section, curbing, sidewalks, roadway stripping, highway signage, drainage , roadside safety hardware, and streetscape landscaping. In maintaining the aforesaid roads, the CITY will follow applicable law and applicable CITY policies, each as may be amended from time to time within CITY’s discretion.

- D. The STATE, by itself or through the DEPARTMENT will transfer maintenance responsibilities to the CITY and the CITY, at its own costs and expenses, shall have authority to regulate, discretion over, and provide maintenance of sidewalks constructed for pedestrian connectivity between Spur Road and Boston Harbor Road within the US Rte. 4, two-lane hybrid roundabout. The maintenance obligations and discretion transferred by the DEPARTMENT to the CITY shall include all pedestrian pavement markings, street signage, and pedestrian flashing beacon to include pedestrian strain poles, pedestal poles, foundations, conduit, fiber optic cables and control cabinet including power source. The CITY will coordinate any pedestrian signal timing adjustments through the Bureau of Traffic for safe and efficient traffic progression and coordination for the Spaulding Turnpike Exit 6 ramps.

- E. The CITY, at its own costs and expenses, shall have authority to regulate, discretion over, and provide maintenance of luminaires for street lighting along the Scammell Bridge and approaches, but only to the extent located within the City of Dover, and in accordance with NHDOT/City of Dover/Town of Durham Municipal Lighting Agreement dated October 10, 2017. In addition, the City will be responsible for maintenance of streetlights along Boston Harbor Road, Dover Point Road (East), Dover Point Road (West), and Dover Point Road (North) northerly to the City Compact line and as referenced on the Newington-Dover 11238-Q contract plans as follows:

City Maintenance	Station Location	Light Fixture Type
Dover Point Road (North)	241+50, Rt.	Luminaire on utility pole
Dover Point Road (North)	243+40, Rt.	Luminaire on utility pole
Dover Point Road (North)	247+50, Rt.	Luminaire on utility pole
Dover Point Road (North)	248+10, Lt.	Luminaire on utility pole
Dover Point Road (North)	251+15, Rt.	Luminaire on utility pole
Dover Pont Road (East)	9001+05, Lt.	Luminaire on utility pole
Dover Pont Road (East)	9007+05, Lt.	Luminaire on utility pole
Dover Pont Road (East)	9013+10, Rt.	Luminaire on utility pole
Dover Pont Road (East)	9017+10, Rt.	Luminaire on utility pole
Dover Pont Road (East) [Ped Trail]	914+95, Lt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	804+05, Lt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	811+80, Lt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	815+45, Lt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	823+60, Rt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	825+30, Lt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	831+95, Lt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	843+80, Lt.	Luminaire on utility pole
Dover Point Road (West)/ Boston Harbor Road	845+75, Lt.	Luminaire on utility pole
US Rte. 4/Scammell Bridge (Special Agreement)	14+60, Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	15+55, Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	16+45 Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	17+40, Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	18+20, Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	19+15, Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	20+85, Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	22+60, Lt. & Rt.	Architectural Pole
US Rte. 4/Scammell Bridge (Special Agreement)	23+95, Lt. & Rt.	Architectural Pole

- F. The CITY, at its own cost and expense, shall have authority to regulate, discretion over, and provide landscape maintenance for landscaping installed within City ROW along the reclassified Wentworth Terrace, Pomeroy Cove Ped/Bike Trail, and Dover Point Road (west). In addition, the CITY will in its discretion be responsible for, and may seek the assistance of a local volunteer group to provide landscape maintenance, for planting material located at the end of the cul-de-sac on Dover Point Road (east), between Spur Road and the westerly Turnpike soundwall, within the perimeter of the two-lane hybrid roundabout and within the median of US Rte. 4 from the roundabout easterly to the southbound on ramp.

- G. The CITY and DEPARTMENT agree that the landscaped areas located at the end of the cul-de-sac on Dover Point Road (east), between Spur Road and the westerly Turnpike soundwall maybe left to naturalize over time. They further agree that should the CITY or local volunteer group discontinue landscaping maintenance of the landscaping located around the perimeter and within the two-lane hybrid roundabout and within the median of US Rte. 4 from the roundabout easterly to the southbound on ramp, then the landscaping will be removed at the discretion of the NHDOT.

- H. The DEPARTMENT acknowledges the authority and discretion of the CITY to complete routine maintenance without specific approval of the DEPARTMENT. The CITY agrees that should adjustments be necessary to the roads constructed under this project due to changed traffic conditions or operational needs, such adjustments will not be make without prior approval of the DEPARTMENT.

- I. The CITY shall defend, indemnify, and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all third-party claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent act or omission of the CITY in the performance of maintenance pursuant to this agreement. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity, official immunity, discretionary function immunity, other immunities, the limitations and conditions of liability set forth statutes, or any tort defense of the STATE, the DEPARTMENT or CITY including but not limited to any immunity existing under common law or RSA Chapter 507-B or RSA chapter 230 or RSA chapter 231, all such immunities and defenses are hereby reserved.

- J. It is further understood and agreed between the DEPARTMENT and the CITY that the DEPARTMENT will not be responsible for any expenses or costs incurred by the CITY under this AGREEMENT for the management of the AGREEMENT conditions. Notwithstanding the foregoing, nothing contained herein shall be construed as the CITY waiving its eligibility or ability to apply for any funds or grant programs that are available throughout the STATE or agencies thereof.

- K. The CITY acknowledges that this AGREEMENT has the approved by the City Council, whereby based upon approval, the CITY represent that it has full power and authorly to execute, deliver and perform this AGREEMENT in accordance with the terms.

IN WITNESS WHEREOF, the parties her have affixed their signatures, the CITY of Dover, New Hampshire, on this _____ day of _____, 2024, and the DEPARTMENT of Transportation on this _____ day of _____, 2024.

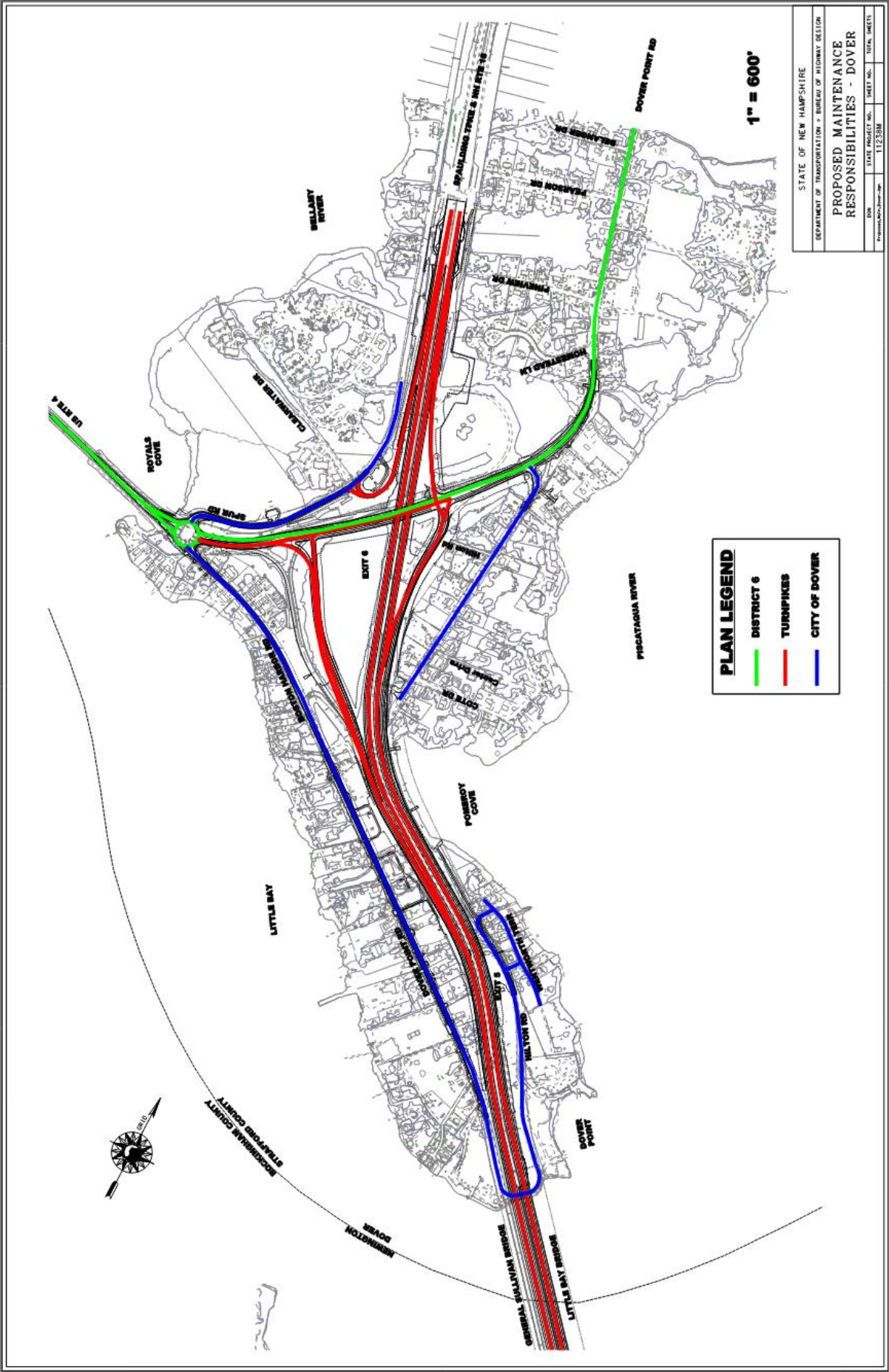
NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION

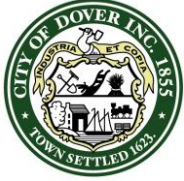
CITY OF DOVER

By: _____
Commissioner

BY: _____
City Manager

CC: Bureau of Turnpikes
Bureau of Operations
District Six Maintenance
Bureau of Traffic
Bureau of Planning & Community Assistance
City of Dover Community Services Department





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2024.03.13 - 39**

Resolution Re: B14074 Construction Phase for the Composite Elevated Water Storage Tank, Additional Scope of Work, Underwood Engineers, Inc.

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

WHEREAS: In 2022, the City received a Scope of Work in the amount of \$460,000.00 for professional engineering services for the construction phase of the Composite Elevated Water Storage Tank, which included construction administration, resident project representative services, startup services, O&M manuals, record drawings, field testing and additional design services. This work was approved by council via [R-2022.04.27-092](#); and

WHEREAS: On February 6, 2024, the City received an additional scope of work for extended construction administration and observation as Contractor needs additional time to complete construction of project. It is the recommendation to proceed with a contract amendment in the amount of \$150,000.00 to Underwood Engineers, Inc for oversight services.

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

The Purchasing Agent is hereby authorized to issue a purchase order amendment for Additional Construction Administration and Observation to Underwood Engineers, Inc. of Portsmouth, NH for the Composite Elevated Water Storage Tank, in the amount not to exceed \$150,000.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
5300.1.300.43320.4757.03547.23.	Glenwood Ave Storage Tank	3,746,402.27	150,000.00

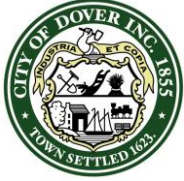
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2024.03.13 - 39**
Resolution Re: B14074 Construction Phase for the Composite Elevated Water Storage Tank, Additional Scope of Work, Underwood Engineers, Inc.

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2024.03.13 - 39**

Resolution Re: B14074 Construction Phase for the Composite Elevated Water Storage Tank, Additional Scope of Work, Underwood Engineers, Inc.

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested the submission of Statements of Qualifications from full service engineering firms to provide services for water system facilities upgrades including, but not limited to, eight wells and three water treatment facilities. Underwood Engineers, Inc. was selected via council approval Resolution [R-2016.10.26-142](#).

UE has been assisting the City with several water system infrastructure projects, including the current Composite Elevated Water Storage Tank which was constructed off Webb Place. The tank construction contract included a \$300,000 contingency allowance, which has been reduced by \$150,000 to cover the anticipated UE extra work proposal. Additionally, the City is discussing contract terms or possible liquidated damages with the tank contractor, as they exceeded their milestone completion dates, thus requiring more engineering oversight and administration by UE. In addition to a reduction in the construction cost, the City is requesting a \$161,000 credit from the contractor, which theoretically would address and cover the additional engineering services.

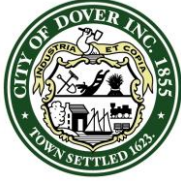
A breakdown of Underwood's Professional Engineering Services is provided below. Their Original Scope of Work #19 was approved for professional engineering services for the construction phase of the Composite Elevated Water Storage Tank, which includes construction administration, resident project representative services, startup services, O&M manuals, record drawings, field testing and additional design services in the amount not to exceed \$460,000.00. The amended amount would increase it to a not-to-exceed \$610,000.00.

Task	Total	Amendment	New Total
Task 1: Construction Administration	\$ 100,000.00	\$100,000.00	\$200,000.00
Task 2: Resident Project Representative	\$ 250,000.00	\$50,000.00	\$50,000.00
Task 3: Startup Services	\$ 20,000.00		
Task 4: O&M Manuals	\$ 16,000.00		
Task 5: Record Drawings	\$ 18,000.00		
Task 6: Field Testing	\$ 26,000.00		
Task 7: Additional Design Services	\$ 30,000.00		
Total	\$ 460,000.00	\$150,000.00	\$610,000.00

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	206	Number of Responses:	4
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	2021
Recommended Award to:	Underwood Engineers, Inc.	Fund:	Water/CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed \$25,000.00

[B14074 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.03.13 - 40**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for FY2025

WHEREAS: In Fiscal Year 2022 the City Council last reviewed and adopted property tax exemption qualifying criteria and exemption levels; and

WHEREAS: In order for elderly, disabled and deaf applicants to be eligible for an exemption they must meet certain income and asset criteria and due to changing market values of properties within the City; and

WHEREAS: The City Council desires to provide continued tax relief to the elderly, blind, disabled and deaf in the form of higher exemption levels and qualifying criteria that is consistent with changes in market values and CPI adjusted income and asset levels; and

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

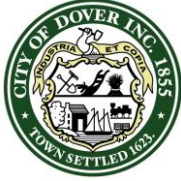
Under the provisions of RSA 72:27-a, the amounts of assessed value that will be exempt from property taxation by category of age, blindness, disability or deafness are changed as follows:

		Current	Revised	
Description	Type	Level	Level	Change
Elderly 65-74	Value Exemption	166,000	206,000	40,000
Elderly 75-79	Value Exemption	234,000	291,000	57,000
Elderly 80+	Value Exemption	300,000	373,000	73,000
Blind	Value Exemption	166,000	206,000	40,000
Disabled	Value Exemption	166,000	206,000	40,000
Deaf	Value Exemption	166,000	206,000	40,000

Also under the provisions of RSA 72:27-a, that the qualifying income and asset levels for an exemption for elderly, disabled, and deaf exemptions are changed as follows:

Maximum	Current	New	
Income	Levels	Levels	Change
Single	47,000	52,600	5,600
Married	64,000	71,600	7,600

Maximum	Current	New	
Assets	Levels	Levels	Change
All Applicants	186,100	206,200	20,100



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.03.13 - 40**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for FY2025

FURTHER BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

In accordance with provisions of RSA 72:27-a, this resolution is effective April 1, 2024.

Also, the City Manager is requested to review and recalculate the amounts of exemptions and qualifying criteria every 10 years using the same methodology contained in this resolution. This information will be presented to the City Council.

THIS RESOLUTION REQUIRES A PUBLIC HEARING AND A MAJORITY VOTE OF COUNCIL

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Dennis Shanahan
Deputy Mayor

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

Recorded by: Jerrica Vansylyvong-Bizier
City Clerk

DOCUMENT HISTORY:

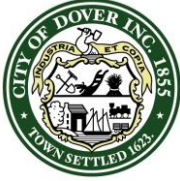
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

Document Created by: Finance Department
Document Posted on: March 8, 2024

R-2024.03.13 Setting of Property Tax Exemptions for
Elderly Blind and Disabled for FY2025 (1)
Page 2 of 7



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.03.13 - 40**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for FY2025

RESOLUTION BACKGROUND MATERIAL:

The resolution increases the exemption qualifying criteria for the elderly, disabled, and deaf and increases the amount of assessed value exempt from property taxes for eligible elderly, blind, disabled and deaf persons. The amounts of each exemption level and qualifying criteria were last set for FY2023. Exemption levels were last increased for FY2023. If the applicant qualifies, the exemption amount is deducted from the total assessed value in order to arrive at the net taxable value. The effect of granting exemptions is that the taxpayer receiving the exemption has a reduction in taxes.

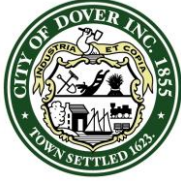
In order for elderly, disabled, and deaf applicants to be eligible for an exemption level, they must meet certain income and asset criteria. Income and assets from the previous calendar year is used to determine eligibility. Exemptions for the blind have no income or asset qualifying criteria. Income is defined as the total annual income from all sources including Social Security, but does exclude life insurance proceeds, expenses and cost incurred conducting a business, and proceeds from the sale of assets; these items are accounted for as assets. Assets criteria include all forms of tangible and intangible assets; however, the actual residence (including land up to 2 acres) is not included toward the maximum amount.

CPI COLA adjustments to Social Security benefits over the past 2 years has been 11.9%. This results in recipients receiving more income over the levels that existed in FY2022 when City Council last made modifications to exemption criteria. The proposed income levels have been adjusted by the CPI COLA adjustments made to Social Security benefits.

The City recertifies all credits and exemptions once in every five years. The City assessing office has seen some pending applications where the situation exists that some taxpayers who qualified for an exemption 5 years ago would no longer qualify because of the COLA adjustments made to their Social Security income over the past 2 years. Since the qualifying criteria limits would be exceeded, these elderly taxpayers could receive an increase in taxes this fall of approximately \$3,278 up to \$5,925 depending upon their exemption level. City officials believe this would result in a hardship for these taxpayers least able to adjust to such a significant increase in their property taxes.

The proposed asset levels have been adjusted by 10.8%, being the CPI-U Boston Area annual average from each of the past two years:

CPI-U BOSTON	
2022	7.1
2023	3.7



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.03.13 - 40**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for FY2025

In order to become effective for the taxes due in December 2024, this resolution must be passed with an effective date of April 1, 2024. In accordance with RSA 72:27-a, the City Council can set the effective date for the adoption of this resolution. An identified effective date later than April 1, 2024 would result in this resolution actually being effective for the tax year beginning on April 1, 2025 (FY2026). An effective date of April 1, 2025 could result in pending recertification applications being denied and an elderly resident property owner facing a property tax increase in the fall of \$3,278 up to \$5,925 depending on their exemption level.

Exemption Levels

The new levels for exemptions were calculated by taking set percentages of the FY2024 average assessed value for a single-family home of \$513,892. It is currently projected that in FY2025 the average single-family home assessment will increase 10%, to an average value of \$565,281. The average single family home assessment is used as a basis because 68% of individuals receiving exemptions live in single-family homes. The percentages used are 36.5% for age 65-74, 51.5% for age 75-79, and 66% for age 80 plus. The proposed increase for exemptions for FY2025 (TY2024) would be as follows:

1st Tier (ages 65-74) \$206,000 which is \$565,281 x 36.5%;

2nd Tier (ages 75-79) \$291,000 which is \$565,281 x 51.5%;

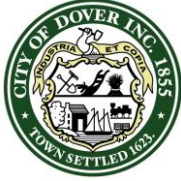
3rd Tier (ages 80+) \$373,000 which is \$565,281 x 66.0%.

This would have an estimated impact of \$0.06 increase to the FY2025 estimated tax rate of \$19.75, resulting in an estimated rate of \$19.81.

Current Level of Exemptions	Current #	Current Level	Current Amount	New Level	Amount with Current #	Increase
Exemption Levels	#	Level	Amount	Level	Current #	Increase
Elderly 65-74	53.5	166,000	8,881,000	206,000	11,021,000	2,140,000
Elderly 75-79	39	234,000	9,126,000	291,000	11,349,000	2,223,000
Elderly 80+	114.5	300,000	34,350,000	373,000	42,708,500	8,358,500
Blind	10	166,000	1,660,000	206,000	2,060,000	400,000
Disabled	40	166,000	6,640,000	206,000	8,240,000	1,600,000
Disabled 100%	1	455,100	455,100	455,100	455,100	0
Deaf	1	166,000	166,000	206,000	206,000	40,000
Total Exemptions to Value	259		61,278,100		76,039,600	14,761,500

Exemption Application Filing

All applications for exemptions must be made to the local assessing officials by April 15th, 2024, so that exemptions are effective for tax rate setting in October 2024.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.03.13 - 40**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for FY2025

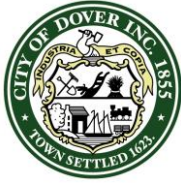
Estimated Tax Levy FY2025			
Tax Levy	City	41,066,820	
	School - Local	57,388,299	
	School - State	6,937,255	
	County	10,716,507	
	Total	116,108,881	
	Less: Vet Credits	(1,027,876)	
	Net Tax Levy	115,081,005	
		Tax Rate Information	
		Current Levels	New Levels
Values	Gross	5,951,685,420	5,951,685,420
	Exemptions	(61,278,100)	(76,039,600)
	Net	5,890,407,320	5,875,645,820
	Utilities	(108,946,700)	(108,946,700)
	Net w/o Utilities	5,781,460,620	5,766,699,120
Rates	City	6.98	7.00
	School - Local	9.75	9.78
	School - State	1.20	1.21
	County	1.82	1.82
	Total	19.75	19.81

Exemption for the Elderly

RSA 72:39-b To qualify for an exemption for the elderly, a person must be 65 years of age or older and meet income and asset limitations. The amount of a qualified elderly exemption is based on the applicant's age. Applicants for elderly exemptions must also have been a resident of New Hampshire for at least three consecutive years preceding April 1st of the year in which the exemption is claimed. Only one elderly exemption is allowed on the primary residence.

Exemption for the Blind

RSA 72:37 To qualify for an exemption for the blind, the person must be legally blind as determined by the administrator of Blind Services Program, Bureau of Vocational Rehabilitation of the Department of Education. There are no income or asset restrictions for a blind exemption. Applicants for blind exemptions must be a resident of New Hampshire as of April 1st of the year



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.03.13 - 40**

Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for FY2025

in which the exemption is claimed. Blind exemptions can be received in conjunction with an elderly exemption.

Exemption for the Disabled

RSA 72:37-b To qualify for an exemption for the disabled, a person must be eligible under Title II or Title XVI of the Federal Social Security Act for benefits to the disabled and meet income and asset limitations. Applicants for disabled exemptions must also have been a resident of New Hampshire for at least five years preceding April 1st of the year in which the exemption is claimed. Disabled exemptions are received until age 65, at which time the property owner may apply for an elderly exemption.

Exemption for the Deaf or Severely Hearing Impaired

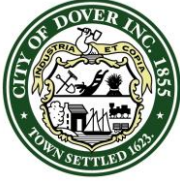
RSA 72:38-b To qualify for an exemption for the deaf, a person must have a 71 Db hearing loss or greater in the better ear as determined by a licensed audiologist or qualified otolaryngologist and meet income and asset limitations. Applicants for deaf exemptions must also have been a resident of New Hampshire for at least five consecutive years preceding April 1st of the year in which the exemption is claimed. Applicants must meet income and asset limitations. Deaf exemptions can be received in conjunction with an elderly exemption.

Exemption for Certain Disabled Veterans – 100% Exemption

RSA 72:36-a To qualify for a total tax exemption for certain disabled veterans a person must be discharged from military service of the United States under conditions other than dishonorable, or an officer who is honorably separated from military service and is 100 percent permanently and totally disabled; or as a result of service connection is a double amputee, paraplegic, or has blindness in both eyes with visual acuity of 5/200 or less and who owns a specially adapted homestead acquired with VA assistance. The surviving spouse of such a person is also eligible to receive this credit. The credit applies to the person's primary residence.

Tax Rate Impact

The adoption of the proposed changes to the exemption levels and qualifying income levels is expected to not increase the number of taxpayers eligible for exemptions. The changes are proposed in an effort to allow elderly taxpayers to continue to receive their exemptions and at a level consistent with recent market changes. The estimated increase in tax impact for these proposed changes is \$0.06 on the tax rate. The estimated value to be exempted from assessed tax value is \$76,039,600. The tax equivalent impact of the exemptions is approximately \$1,664,293, which represents approximately \$0.28 of the City's estimated tax rate. The table below provides a breakdown of existing elderly, blind and disabled exemptions granted by the City.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.03.13 - 40**

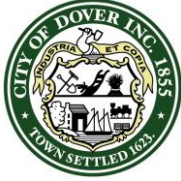
Resolution Re: Setting of Property Tax Exemptions for Elderly, Blind and Disabled for FY2025

Level	Projected (TY24/FY25)		
	Actual	Levels	Total
Elderly 65-74	53.5	206,000	11,021,000
Elderly 75-79	39	291,000	11,349,000
Elderly 80+	114.5	373,000	42,708,500
Blind	10	206,000	2,060,000
Disabled	40	206,000	8,240,000
Deaf	1	206,000	206,000
100% Disable Veteran	1		455,100
Total	259		76,039,600
Imputed Tax Levy Effect			1,664,293
Estimated Tax Rate Impact			0.28

STRAFFORD COUNTY

Municipality	Elderly Exemption							Disabled Exemption						Blind	Deaf Exemption					
	RSA 72:39-a							RSA 72:37-b						RSA 72:37	RSA 72:38-b					
	Elderly Exemption 65-74	Elderly Exemption 75-79	Elderly Exemption 80+	Single Income Limit	Married Income Limit	Single Asset Limit	Married Asset Limit	Disabled Exemption Adopted?	Disabled Exemption	Single Income Limit	Married Income Limit	Single Asset Limit	Married Asset Limit	Blind Exemption	Deaf Exemption Adopted?	Deaf Exemption	Single Income Limit	Married Income Limit	Single Asset Limit	Married Asset Limit
Barrington	85,000	127,500	161,500	36,000	50,000	125,000	125,000	Yes	50,000	30,000	50,000	75,000	75,000	15,000	No	0	0	0	0	0
Dover	166,000	234,000	300,000	47,000	64,000	186,100	186,100	Yes	166,000	47,000	64,000	186,100	186,100	166,000	Yes	166,000	47,000	64,000	186,100	186,100
Durham	125,000	175,000	225,000	38,000	52,000	200,000	200,000	Yes	110,000	38,000	52,000	155,000	155,000	30,000	No	0	0	0	0	0
Farmington	75,000	95,000	125,000	40,000	80,000	75,000	75,000	No	0	0	0	0	0	15,000	No	0	0	0	0	0
Lee	217,500	262,500	337,500	46,500	59,400	222,500	222,500	No	0	0	0	0	0	15,000	No	0	0	0	0	0
Madbury	90,000	110,000	130,000	40,000	50,000	180,000	180,000	No	0	0	0	0	0	15,000	No	0	0	0	0	0
Middleton	20,000	25,000	30,000	30,000	40,000	75,000	75,000	No	0	0	0	0	0	15,000	No	0	0	0	0	0
Milton	42,500	64,000	85,000	30,000	40,000	75,000	75,000	No	0	0	0	0	0	15,000	No	0	0	0	0	0
New Durham	45,000	65,000	90,000	26,000	35,000	60,000	60,000	Yes	13,400	26,000	35,000	60,000	60,000	15,000	No	0	0	0	0	0
Rochester	75,000	100,000	125,000	35,000	50,000	100,000	100,000	Yes	75,000	35,000	50,000	100,000	100,000	75,000	No	0	0	0	0	0
Rollinsford	50,000	75,000	100,000	32,000	36,000	100,000	100,000	No	0	0	0	0	0	15,000	No	0	0	0	0	0
Somersworth	65,000	80,000	90,000	35,000	50,000	100,000	100,000	No	0	0	0	0	0	25,000	No	0	0	0	0	0
Strafford	30,000	40,000	50,000	30,000	40,000	75,000	75,000	Yes	30,000	20,000	30,000	35,000	35,000	15,000	No	0	0	0	0	0

Source: NH DRA Tax Year 2022 (FY2023) Data

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 13.C.1. Ordinance Number: O – 2024.03.13 - 3 Ordinance Title: Licensing Chapter: 97 Section: 3 Fees. 6 Street Fairs, Soliciting Funds, Raffles, Peddlers and Vendors.
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The City of Dover Ordains:

1. PURPOSE

This ordinance is intended to update the Dover Code consistent with a companion ordinance concerning Chapter 109 clarifying licensing in light of recent legislation repealing RSA chapter 320.

2. AMENDMENT

Chapter 97 entitled “Licensing” is hereby amended by revising Section 97-3, “Fees”, as follows:

a. THE FOLLOWING ARE AMENDED:

§ 97-3 Fees.

Every licensee shall pay in advance for such license, for the use of the City, such sum or sums as the City Council may determine, but in no case shall such license fee be in excess of the maximum sum fixed in RSA 286, except where the City Council or Licensing Board determines per RSA 286:4-a that the fee is inadequate to reimburse the City for the extra expense in protecting the health and safety of the public which can reasonably be attributed to the event to be licensed.

3. AMENDMENT

Chapter 97 entitled “Licensing” is hereby amended by revising Section 97-6, “Street Fairs, Soliciting Funds, Raffles, Peddlers and Vendors”, as follows:

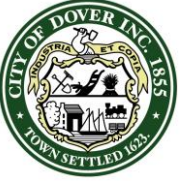
a. THE FOLLOWING ARE AMENDED:

§ 97-6 Street Fairs, Soliciting Funds, Raffles, Peddlers and Vendors.

The Licensing Board shall have authority in the first instance to consider and, if appropriate, issue licenses or permits pursuant to RSA 31:100 (entitled “Street Fairs”), RSA 31:91 (entitled “Soliciting Funds”), RSA chapter 287-A (entitled “Raffles”), RSA 31:102-a (entitled “Hawkers, Peddlers and Vendors”), and/or Chapter 109, Peddlers and Vendors, of the Code of the City of Dover, as applicable.

4. TAKES EFFECT

This ordinance shall take effect upon passage. The City Clerk shall cause publication of notice as required by RSA 47:18.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 13.C.1.	
	Ordinance Number:	O – 2024.03.13 - 3
	Ordinance Title:	Licensing
	Chapter:	97
	Section:	3 Fees. 6 Street Fairs, Soliciting Funds, Raffles, Peddlers and Vendors.

REQUIRES PUBLIC HEARING
TO BE REFERRED TO PUBLIC HEARING ON APRIL 10, 2024

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:	Jerrica Vanslyvong-Bizier City Clerk		

DOCUMENT HISTORY:

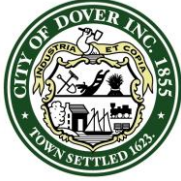
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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:

This ordinance is not intended to codify any substantive change to the City’s Code or administration of same, but is instead technical in nature in keeping with a related ordinance concerning Dover Code 109.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 13.C.2. Ordinance Number: O – 2024.03.13 - 4 Ordinance Title: Peddlers and Vendors Chapter: 109 Section: 3 Definitions. 5 Inspection. 7 Exemptions. 8 Violations and penalties.
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The City of Dover Ordains:

1. **PURPOSE**
- This ordinance is intended to update the Dover Code with technical amendments consistent with a companion ordinance concerning Chapter 109 clarifying the local code in light of recent legislation repealing RSA chapter 320.
2. **AMENDMENT**
- Chapter 109 entitled “Peddlers and Vendors” is hereby amended by revising Section 109-3, “Definitions”, as follows:

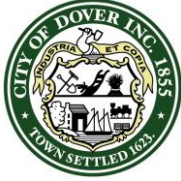
a. **THE FOLLOWING ARE AMENDED:**

§ 109-3 **Definitions.**
As used in this chapter, the following terms mean:

MOTOR VEHICLE
Any vehicle used for the displaying, storing or transporting of articles offered for sale by a vendor, which is required to be licensed and registered by the Division of Motor Vehicles.

PEDDLER
~~As defined in RSA 320:1, and includes a~~Any person, whether a resident of the City of Dover or not, traveling by foot, wagon, motor vehicle, cart, vehicle, or any other type of conveyance from place to place, from house to house or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck farm products or provisions, offering and exposing the same for sale from stock or by sample for future delivery, or offering to perform personal services for household repairs or improvements, or solicits or induces any person to sign any contracts relating to household repairs and improvements, or who, without travelling from place to place, shall sell or offer the same for sale from a wagon, stand, motor vehicle, railroad car, cart, or other vehicle or conveyance. The term "peddler" shall not be construed to include an individual who displays his merchandise on a public sidewalk immediately adjacent to his place of business, provided that any merchandise so displayed allows 48 inches of pedestrian travel width consistent with the provisions of Chapter 125, Streets and Sidewalks.

PUBLIC PROPERTY
Any City-owned or -controlled property, including but not limited to streets and sidewalks.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 13.C.2. Ordinance Number: O – 2024.03.13 - 4 Ordinance Title: Peddlers and Vendors Chapter: 109 Section: 3 Definitions. 5 Inspection. 7 Exemptions. 8 Violations and penalties.
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SELL
Includes any offer or attempt to offer any exchange of a product or service.

STAND
Any table, showcase, bench, rack, pushcart, wagon or any other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Division of Motor Vehicles, used for the displaying, storing or transporting of articles offered for sale by a peddler.

VENDOR
A peddler who on public property sells food, beverage or merchandise from a stand, motor vehicle or his person.

3. **AMENDMENT**
Chapter 109 entitled “Peddlers and Vendors” is hereby amended by revising Section 109-5, “Inspection”, as follows:

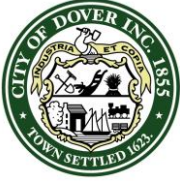
a. **THE FOLLOWING ARE AMENDED:**
§ 109-5 Inspection.
A vendor of food and beverages shall comply with the inspection provisions and standards for restaurants contained in Chapter **85**, Food Service Establishments, and the following:

A. The equipment used in vending food and beverages shall not be used until the vendor receives a certificate of inspection indicating compliance with this section.

B. Each food and beverage vending business ~~shall may~~ be inspected ~~at least~~ quarterly, and normally will be inspected at least annually, by the Health Officer.

4. **AMENDMENT**
Chapter 109 entitled “Peddlers and Vendors” is hereby amended by revising Section 109-7, “Exemptions”, as follows:

a. **THE FOLLOWING ARE AMENDED:**
§ 109-7 Exemptions.
A. Noncommercial vendors such as religious, charity, political and other social nonprofit organizations are exempt from these provisions and are not required to apply for an exemption.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2024.03.13 - 4**
Ordinance Title: Peddlers and Vendors
Chapter: 109
Section: 3 Definitions.
5 Inspection.
7 Exemptions.
8 Violations and penalties.

- B. Participants in any street fair, as defined by RSA 31:100, which may be authorized from time to time by the City Council, ~~and persons selling agricultural products from their own labor on land they own or till~~ shall be exempt from the ~~fee~~ requirements of Chapter 109, Peddlers and Vendors, but are not exempt from the requirements of Chapter 85, Food Service Establishments. ~~§ 109-6 only. All other provisions of this chapter shall apply to said participants. "Said participants"~~ Street fair participants shall be defined as those persons or business organizations which have been listed and identified by the organization sponsoring any such street fair. Any list compiled by said organization for the purposes of this subsection shall be completed and provided to the Licensing Board, to the Police Department, or to the City Clerk placed on file in the office of the City Clerk on or before the first day of the street fair.
- C. Persons selling agricultural products from their own labor on land they own or till shall be exempt from the provisions of Chapter 109, Peddlers and Vendors.
- D. Any person conducting business in any industry or association trade show within the limits of the City of Dover are exempt from the provisions of Chapter 109, Peddlers and Vendors.

5. AMENDMENT

Chapter 109 entitled "Peddlers and Vendors" is hereby amended by revising Section 109-8, "Violations and penalties", as follows:

a. THE FOLLOWING ARE AMENDED:

§ 109-8 Violations and penalties.

Any person, firm or corporation violating any provisions of this chapter shall be guilty of a violation and be subject to a fine as provided in the City Fine Schedule.

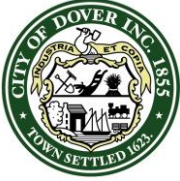
6. TAKES EFFECT

This ordinance shall take effect upon passage. The City Clerk shall cause publication of notice as required by RSA 47:18.

REQUIRES PUBLIC HEARING

TO BE REFERRED TO PUBLIC HEARING ON APRIL 10, 2024

AUTHORIZATION



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2024.03.13 - 4**
Ordinance Title: Peddlers and Vendors
Chapter: 109
Section: 3 Definitions.
5 Inspection.
7 Exemptions.
8 Violations and penalties.

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: Jerrica Vanslyvong-
Bizier
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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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:

This ordinance is not intended to effectuate a substantive change to the administration of the City's Code. Effective September 1, 2023, the State repealed former RSA chapter 320, which among other things provided certain definitions and other rules/regulations applicable to hawkers and peddlers. *See* Laws 2023, 79:299. This ordinance in large part simply clarifies Dover's local regulations, to avoid any confusion about the repeal of the State statute. A copy of former RSA chapter 320 accompanies this ordinance, for reference.

CHAPTER 320

HAWKERS AND PEDDLERS

General Provisions

Section

- 320:1. Definition.
- 320:2. Prohibition; Selling on State Property; Contracts Void; Penalty.
- 320:3. Exceptions.
- 320:4-320:7. [Repealed.]
- 320:8. State Licenses.
- 320:9. Term; Transfer.
- 320:10. Record.
- 320:11. Persons Exempt.
- 320:12. Endorsing License; Exhibiting License.
- 320:13. License, Effective Where: [Repealed.]
- 320:13-a. Veterans' Conventions.
- 320:14. Revocation of Licenses.
- 320:14-a. Appeal.
- 320:15. Counterfeiting Licenses, etc.
- 320:16. Assistance for Issuance.

Sale of Artificial Flowers, etc.

- 320:17. Prohibition. [Repealed.]
- 320:18. Permission Granted. [Repealed.]
- 320:19. Penalty. [Repealed.]

Sales for Religious and Benevolent Purposes

- 320:20. Right to Solicit and Sell. [Repealed.]
- 320:21. Exemptions. [Repealed.]
- 320:21-a. Certain Negotiable Instruments Prohibited.
- 320:21-b. When Assignee not Subject to Defenses.
- 320:22. Penalty.

NOTES TO DECISIONS

1. Generally

The right to enact reasonable statutes and ordinances for regulation and licensing hawkers and peddlers has been recognized in this jurisdiction for a long period of time; however,

the regulation and licensing must not unduly or unfairly discriminate against nonresidents. *Warren Kay Vantine Studio v. Portsmouth*, 95 N.H. 171, 59 A.2d 475, 1948 N.H. LEXIS 207 (N.H. 1948).

RESEARCH REFERENCES AND PRACTICE AIDS

Cross References.

Adoption of bylaws by cities generally, see RSA 47:17.

Adoption of bylaws by towns generally, see RSA 31:39.

Adoption of ordinances by cities, towns or village districts providing for licensure and regulation of hawkers and peddlers, see RSA 31:102-a.

Home solicitation sales generally, see RSA 361-B.

Licensing standards generally, see RSA 332-A.

Regulation of business practices for consumer protection generally, see RSA 358-A.

Regulation of itinerant vendors generally, see RSA 321.

GENERAL PROVISIONS

320:1. Definition.

The terms "hawker" and "peddler" shall mean and include any person, as defined by RSA 358-A:1, either principal or agent, who:

I. Travels from town to town or from place to place in the same town selling or bartering, or carrying for sale or barter or exposing therefor, any goods, wares, or merchandise, either on foot or from any animal, cart, or vehicle; or

II. Travels from town to town, or place to place in the same town, offering to perform personal services for household repairs or improvements, or solicits or induces any person to sign any contracts relating to household repairs and improvements, including contracts for the replacement or installation of siding on any residence or building; or

III. Keeps a regular place of business, open during regular business hours at the same location, but who offers for sale or sells and delivers, personally or through his agents, at a place other than his regular place of business, goods, wares, or merchandise.

HISTORY:

1931, 102:1; RL 188:1; RSA 320:1; 1969, 481:1; 1973, 558:1; 1988, 27:1, eff. July 1, 1988.

Amendment Notes

—1969.

Rewritten to the extent that a detailed comparison would be impracticable.

—1973.

Rewritten to the extent that a detailed comparison would be impracticable.

—1988.

Rewritten to the extent that a detailed comparison would be impracticable.

320:2. Prohibition; Selling on State Property; Contracts Void; Penalty.

No hawker or peddler shall sell or barter or carry for sale or barter, or expose therefor, any goods, wares or merchandise, unless he holds a license to do so as herein provided. No person may operate as a hawker or a peddler in any building or on any land owned, leased, or controlled by the state, except as provided in RSA 186-B:13. Any person violating this section shall, notwithstanding the provisions of title LXII, be guilty of a violation and fined not more than \$500. The clerk of the district or municipal court shall dispose of fines so collected by the court as provided in RSA 502:14 or RSA 502-A:8. Any contract relating to household repairs and improvements or for siding for any building or residence solicited by any person who has not obtained the licenses as herein provided for shall be void and unenforceable, and any sale or barter of any goods, wares or merchandise by any such person shall be voidable. Provided further that any time before midnight, at the expiration of 3 business days following the signing of any solicited home repair, home improvement installment contract or cash sale of \$25 or more by the parties solicited or the owner, the parties solicited or the owner may serve a notice of cancellation upon the licensee or principal vendor.

HISTORY:

1931, 102:1; RL 188:2; RSA 320:2; 1969, 481:2; 1973, 558:2; 1983, 383:67; 1991, 254:4, eff. Aug. 9, 1991.

Amendment Notes

—1969.

Rewritten to the extent that a detailed comparison would be impracticable.

—1973.

Rewritten to the extent that a detailed comparison would be impracticable.

RESEARCH REFERENCES AND PRACTICE AIDS

Cross References.

Classification of crimes, see RSA 625:9.

Exceptions, see RSA 320:3.

Home solicitation sales generally, see RSA 361-B.

Sentences, see RSA 651.

References in text.

Title LXII, referred to in this section, is

320:3. Exceptions.

The provisions of this chapter shall not apply to the following:

I. Itinerant vendors as defined in RSA 321:1.

II. Any person selling the product of his own labor or the labor of his family or the product of his own farm or the one he tills.

III. Any person conducting sales of personal household goods on his own property.

IV. Any nonprofit organization, community chest, fund or foundation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes when no part of the entity's earnings benefit any private shareholder or individual.

V. Any person conducting business in any industry or association trade show.

VI. Any person who sells exclusively antiques, used goods, or vintage items.

HISTORY:

1931, 102:1; 1941, 210:1; RL 188:3; 1951, 186:1; RSA 320:3; 1988, 27:8; 1991, 254:5, eff. Aug. 9, 1991.

Amendment Notes

—1988.

Added "nor to any person conducting sales of

—1983.

Rewrote the former second sentence as the present second and third sentence and made other minor stylistic changes.

—1991.

Inserted "Selling on State Property" following "Prohibition" in the section catchline and added the second sentence.

classified to Title 62 of LEXIS New Hampshire Revised Statutes Annotated, which is comprised of chapters 625–651-E.

RSA 502:14, referred to in this section, was repealed by 2006, 267:3, I, eff. June 9, 2006.

personal household goods on his own property, nor to itinerant vendors as defined in RSA 321:1" following "he tills" at the end of the section.

—1991.

Rewritten to the extent that a detailed comparison would be impracticable.

320:4–320:7. [Repealed.]

[Repealed 1969, 481:10, eff. Sept. 1, 1969.]

Former section(s).

Former RSA 320:4, which was derived from 1931, 102:1; 1941, 210:1; RL 188:4; RSA 320:4; and 1955, 185:1, related to granting of local licenses generally. See now RSA 31:102-a.

Former RSA 320:5, which was derived from 1931, 102:1 and RL 188:5, related to the oath to be taken by applicants for local licenses and to the issuance of the license. See now RSA 31:102-a.

Former RSA 320:6, which was derived from 1931, 102:1; 1941, 210:1; and RL 188:6, related to the contents of local licenses and to the number of licenses required by persons desiring to sell goods, etc., in more than one town or city. See now RSA 31:102-a.

Former RSA 320:7, which was derived from 1931, 102:1; 1941, 210:1; RL 188:7; RSA 320:7; and 1955, 185:2, related to fees for local licenses. See now RSA 31:102-a.

320:8. State Licenses.

I. Upon compliance with this section and upon payment of \$50 for a state license, the secretary of state may grant special state licenses. Applications for such licenses shall be made upon blanks prepared by the secretary of state requiring such information regarding the applicant's character and qualifications as the secretary shall deem pertinent.

II. Any person so licensed may do business as a hawker or peddler in any city or town in this state, provided the licensee complies with all local ordinances, bylaws and regulations, including those adopted under RSA 31:102-a. If an applicant not a natural person applies for a license under this chapter, the sum of \$5,000 deposited with the secretary of state in cash or surety bond shall be required, and the employees or agents of such corporation shall be covered under such cash payment or surety bond. Any surety bond posted under this section shall remain effective for at least 60 days after the annual renewal date. All such agents or employees shall be permitted to apply for licenses under such cash payment or surety bond.

III. The annual license renewal fee shall be \$50. At the time the renewal fee is submitted to the secretary of state, the licensee shall:

(a) Update information pertaining to the license, if necessary.

(b) Submit written proof that any surety bond required by paragraph II is in effect and will remain in effect as required in paragraph II.

HISTORY:

1931, 102:1; RL 188:8; 1951, 186:2; RSA 320:8; 1955, 185:3; 1969, 481:3; 1973, 558:3; 1979, 278:1; 1981, 515:2; 1983, 186:1; 1988, 27:9; 1990, 3:25, 26; 1995, 95:1, eff. May 16, 1995.

Amendment Notes**—1955.**

Rewritten to the extent that a detailed comparison would be impracticable.

—1969.

Rewritten to the extent that a detailed comparison would be impracticable.

—1973.

Rewritten to the extent that a detailed comparison would be impracticable.

—1979.

Rewritten to the extent that a detailed comparison would be impracticable.

—1981.

Paragraph II: Added "including those adopted under RSA 31:102-a" following "regulations" at the end of the first sentence.

—1983.

Paragraph III: Added.

—1988.

Paragraph I: Substituted "is" for "shall be" preceding "no police chief" in the third sentence.

Paragraph II: Rewrote the former second and third sentences as the present second sentence and added the third and fourth sentences.

Paragraph III(b): Substituted "as required in

paragraph II" for "until the next renewal date of the license" following "remain in effect".

Paragraph III: Substituted "\$50" for "\$35" in the first sentence of the introductory paragraph.

—1990.

Paragraph I: Substituted "\$50" for "\$35" in the first sentence.

—1995.

Paragraph I: Deleted the third sentence.

RESEARCH REFERENCES AND PRACTICE AIDS**Cross References.**

Exemptions from license fee requirements, see RSA 320:11.

320:9. Term; Transfer.

All licenses issued under the provisions of this chapter shall bear the date on which they are issued and shall continue in force, subject to the provisions of RSA 320:8, III, unless revoked by the secretary of state under RSA 320:14. Any hawker or peddler who does not comply with the requirements for license renewal under RSA 320:8, III shall be subject to the same penalty as if he had no license. Said licenses may not be transferred.

HISTORY:

1931, 102:1; RL 188:9; RSA 320:9; 1969, 481:4; 1983, 186:2, eff. Aug. 9, 1983.

—1983.

Rewritten to the extent that a detailed comparison would be impracticable.

Amendment Notes**—1969.**

Rewritten to the extent that a detailed comparison would be impracticable.

RESEARCH REFERENCES AND PRACTICE AIDS**Cross References.**

Penalties generally, see RSA 320:2.

320:10. Record.

The secretary of state shall keep records of all licenses issued by him with the number of each, the names and residences of the persons licensed and the sums received therefor, and all such records shall be open for public inspection.

HISTORY:

1931, 102:1; 1941, 210:1; RL 188:10; RSA 320:10; 1969, 481:5, eff. Sept. 1, 1969.

Amendment Notes**—1969.**

Rewritten to the extent that a detailed comparison would be impracticable.

RESEARCH REFERENCES AND PRACTICE AIDS

Cross References.

Access to governmental records generally, see

RSA 91-A.

Issuance of licenses generally, see RSA 320:8.

320:11. Persons Exempt.

Any soldier or sailor disabled in any war in which the United States has been engaged or by sickness or disability contracted therein or since his discharge because of such service, and the widow of any such soldier or sailor so long as she remains unmarried, or any citizen of this state over 70 years of age, shall be exempt from paying the license fees required by this chapter.

HISTORY:

1931, 102:1; RL 188:11.

RESEARCH REFERENCES AND PRACTICE AIDS

Cross References.

Licenses and fees generally, see RSA 320:8.

320:12. Endorsing License; Exhibiting License.

Every person licensed as a hawker or peddler shall endorse his usual signature upon his license. When this license is demanded of him by a mayor, selectmen, alderman, city or town clerk, sheriff or his deputy, any constable or police officer or the person to whom he sells or offers or exposes for sale his wares, he shall forthwith exhibit the same; and, if he neglects or refuses to do so, he shall be liable to the same penalty as if he had no license.

HISTORY:

1931, 102:1; 1941, 210:1; RL 188:12; RSA 320:12; 1969, 481:6, eff. Sept. 1, 1969.

Amendment Notes

—1969.

Deleted the third and fourth sentences.

RESEARCH REFERENCES AND PRACTICE AIDS

Cross References.

Penalties generally, see RSA 320:2.

320:13. License, Effective Where. [Repealed.]

[Repealed 1969, 481:10, eff. Sept. 1, 1969.]

Former section(s).

Former RSA 320:13, which was derived from 1931, 102:1 and RL 188:13, related to limita-

tions upon the territorial effectiveness of licenses.

320:13-a. Veterans' Conventions.

Licenses granted pursuant to the provisions of this chapter shall entitle a peddler or hawker to operate at meetings or conventions of recognized veterans' organizations, but only at such meetings or conventions with the specific approval of the organization concerned.

HISTORY:

1965, 166:1; 1969, 481:7, eff. Sept. 1, 1969.

Amendment Notes

—1969.

Deleted "state or local" preceding "licenses granted".

320:14. Revocation of Licenses.

Any license granted by the secretary of state may be revoked by him after hearing (1) upon conviction of the licensee of any offense which in the judgment of the secretary of state warrants such revocation or (2) upon the submission to the secretary of state of evidence satisfactory to him that, during the term of the license, and acting under cover thereof, the licensee has accepted or solicited money, otherwise than through a bona fide sale or barter of goods, wares or merchandise or has in any manner solicited alms from the public, or (3) upon a finding by him that the applicant has wilfully falsified his application for license or (4) upon consideration of evidence that the holder of said license is insane, a sexual psychopath, is or has been guilty of assault upon others or whose conduct has been otherwise disorderly and is of such violent or offensive demeanor that to permit him to retain such license would constitute a threat to the peace or safety of the public or (5) that the holder of said license is at large pending appeal from a conviction for a violation of the law involving extreme moral turpitude. Whenever any person is convicted of a violation of any provision of this chapter relative to hawkers and peddlers, the clerk of the court or the trial justice by whom such person was convicted shall notify the secretary of state. Any person whose license has been revoked under this section shall be ineligible to be licensed as a hawker or peddler in this state for a period of not less than one year or more than 5 years from the date of said revocation. Any person whose license has been revoked, as a condition precedent to issuance of any new license, shall be required to furnish to the revoking authority satisfactory evidence of renewed reputation and character or mental health in addition to the certificate required to qualify for such license under RSA 320:8.

HISTORY:

1931, 102:1; 1941, 210:1; RL 188:14; RSA 1969.

320:14; 1955, 185:4; 1969, 481:8, eff. Sept. 1,

1969.

Amendment Notes

—1969.

Rewritten to the extent that a detailed comparison would be impracticable.

—1955.

Rewritten to the extent that a detailed comparison would be impracticable.

320:14-a. Appeal.

Any person whose license is revoked under this chapter shall have the right of appeal provided by RSA 541.

HISTORY:

1955, 185:5, eff. June 9, 1955.

320:15. Counterfeiting Licenses, etc.

Whoever counterfeits or forges a license, or has a counterfeited or forged license in his possession with the intent to utter or use the same as true, knowing it to be false or counterfeit, or attempts to sell under a license which has expired or has been revoked or cancelled, or which has not been issued or transferred to him, or has in his possession another's license with intent to use the same shall be guilty of a misdemeanor if a natural person, or guilty of a felony if any other person.

HISTORY:

1931, 102:1; RL 188:15; RSA 320:15; 1973, 529:74, eff. at 11:59 p.m., Oct. 31, 1973.

Amendment Notes

—1973.

Rewritten to the extent that a detailed comparison would be impracticable.

RESEARCH REFERENCES AND PRACTICE AIDS**Cross References.**

Classification of crimes, see RSA 625:9.

Forgery generally, see RSA 638:1.

Sentences, see RSA 651.

320:16. Assistance for Issuance.

The secretary of state is authorized to employ such assistance and to incur such expense for the issuance of state licenses hereunder as the governor and council may approve, and the governor is authorized to draw his warrant therefor.

HISTORY:

1931, 102:1; 1941, 210:1; RL 188:16.

SALE OF ARTIFICIAL FLOWERS, ETC.**320:17. Prohibition. [Repealed.]**

[Repealed 2011, 66:1, eff. January 1, 2012.]

Former section(s).

Former RSA 320:17, which was derived from 1935, 86:1 and RL 188:18, related to prohibition.

320:18. Permission Granted. [Repealed.]

[Repealed 2011, 66:1, eff. January 1, 2012.]

Former section(s).

Former RSA 320:18, which was derived from 1935, 86:1; RL 188:19; 1945, 24:1; and 1953, 67:1, related to permission granted.

320:19. Penalty. [Repealed.]

[Repealed 2011, 66:1, eff. January 1, 2012.]

Former section(s).

Former RSA 320:19, which was derived from 1935, 86:1; RL 188:20; RSA 320:19; and 1973, 528:206, related to penalty.

SALES FOR RELIGIOUS AND BENEVOLENT PURPOSES**RESEARCH REFERENCES AND PRACTICE AIDS****Cross References.**

Authorization of solicitations, etc., for charitable purposes generally, see RSA 31:91.

320:20. Right to Solicit and Sell. [Repealed.]

[Repealed 1987, 260:4, II, eff. July 19, 1987.]

Former section(s).

Former RSA 320:20, which was derived from 1937, 87:1; RL 188:21; RSA 320:20; and 1965, 250:1, related to the issuance of temporary licenses and the disposition of funds collected.

320:21. Exemptions. [Repealed.]

[Repealed 1987, 260:4, III, eff. July 19, 1987.]

Former section(s).

Former RSA 320:21, which was derived from 1937, 87:2 and RL 188:22, related to exempted sales and solicitations.

320:21-a. Certain Negotiable Instruments Prohibited.

In a consumer credit sale or consumer lease by a hawker or peddler, other than a sale or lease primarily for an agricultural purpose, the hawker or peddler may not take a negotiable instrument other than a check as evidence of the obligation of the buyer or lessee. A holder is not in good faith if he takes a negotiable instrument with notice that it is issued in violation of this section.

HISTORY:

1969, 481:9, eff. Sept. 1, 1969.

RESEARCH REFERENCES AND PRACTICE AIDS**Cross References.**

Home repair or improvement installment contracts generally, see RSA 320:2.

Home solicitation sales generally, see RSA 361-B.

Manufacturer's right to indemnification from purchaser or lessee, see RSA 359-F.

Regulation of business practices for consumer protection generally, see RSA 358-A.

Sales generally, see RSA 382-A:2-101 et seq.

320:21-b. When Assignee not Subject to Defenses.

With respect to a consumer credit sale or consumer lease, by a hawker or peddler, other than a sale or lease primarily for an agricultural purpose, an assignee of the rights of the hawker or peddler is subject to all claims and defenses of the buyer or lessee against the hawker or peddler arising out of the sale or lease notwithstanding an agreement to the contrary, but the assignee's liability under this section may not exceed the amount owing to the assignee at the time the claim or defense is asserted against the assignee. Rights of the buyer or lessee under this section can only be asserted as a matter of defense to or set-off against a claim by the assignee.

HISTORY:

1969, 481:9, eff. Sept. 1, 1969.

RESEARCH REFERENCES AND PRACTICE AIDS**Cross References.**

Home repair or improvement installment contracts generally, see RSA 320:2.

Home solicitation sales generally, see RSA 361-B.

Manufacturer's right to indemnification from purchaser or lessee, see RSA 359-F.

Regulation of business practices for consumer protection generally, see RSA 358-A.

Sales generally, see RSA 382-A:2-101 et seq.

320:22. Penalty.

Any person violating the provisions of this subdivision shall be guilty of a misdemeanor.

HISTORY:

1937, 87:3; RL 188:23; RSA 320:22; 1973, 528:207, eff. at 11:59 p.m., Oct. 31, 1973.

Amendment Notes**—1973.**

Rewritten to the extent that a detailed comparison would be impracticable.

RESEARCH REFERENCES AND PRACTICE AIDS**Cross References.**

Classification of crimes, see RSA 625:9.

Sentences, see RSA 651.