

CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, June 12, 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 – RECOGNIZING DOVER ROBOTICS TEAM**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
 - A. **CHANGING THE NAME OF THE CLASS VI PORTION OF LOCKE STREET TO TRANQUILITY WAY**
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. **May 22, 2024 – Regular Meeting**
 - B. **June 5, 2024 – Workshop Meeting**

11. **MAYOR'S REPORT**

12. **UNFINISHED BUSINESS**

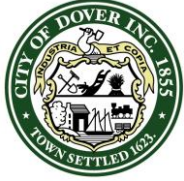
- A. **ORDINANCES IN THE 2nd READING**
- B. **ORDINANCES IN THE 3RD READING**
- C. **RESOLUTIONS**

1. **CHANGING THE NAME OF THE CLASS VI PORTION OF LOCKE STREET TO TRANQUILITY WAY**
SPONSORED BY MAYOR CARRIER BY REQUEST

13. **NEW BUSINESS**

- A. **CONSENT CALENDAR**

1. **AUTHORIZATION TO ENTER CELLULAR TOWER SPACE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC (AT&T) (MAST ROAD TOWER, FCC ASR #1240049)**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **ACKNOWLEDGEMENT AND ACCEPTANCE OF DONATION OF BOOKS FROM ARTSSTREAM**
SPONSORED BY MAYOR CARRIER BY REQUEST



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3. AUTHORIZATION TO ACCEPT AND EXPEND DONATION FROM KENNEBUNK SAVINGS

SPONSORED BY MAYOR CARRIER BY REQUEST

4. AUTHORIZATION TO ACCEPT AND EXPEND DONATION FROM THE ROTARY CLUB OF DOVER

SPONSORED BY MAYOR CARRIER BY REQUEST

5. B24050 UNIFORM RENTAL AND CLEANING

SPONSORED BY MAYOR CARRIER BY REQUEST

6. B24062 CATCH BASIN CLEANING SERVICES

SPONSORED BY MAYOR CARRIER BY REQUEST

7. B24063 ON-SITE GRINDING OF MUNICIPAL BRUSH AND TREE WASTE

SPONSORED BY MAYOR CARRIER BY REQUEST

8. B24065 DOVER BASEBALL DUGOUT REPAIRS

SPONSORED BY MAYOR CARRIER BY REQUEST

9. B24066 AWARD OF BID TO NEW ENGLAND VEHICLE OUTFITTERS FOR PUBLIC SAFETY VEHICLE EQUIPMENT REMOVAL AND INSTALLATION

SPONSORED BY MAYOR CARRIER BY REQUEST

10. B24068 SPECIALIZED MUNICIPAL LEGAL SERVICES

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. Cocheco Waterfront Development Advisory Committee (Carrier) |
| 8. Recreation & Pool 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. Cemetery Board (Warach) |
| 14. Graffiti Management Advisory Committee (Nemeth) | 29. Joint Building Committee – Athletic Complex (Cullen) |
| 15. Ordinance Committee (Shanahan) | |

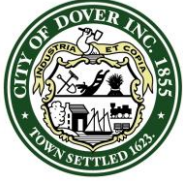
B. RESOLUTIONS

1. B24044(A) PURCHASE OF HOOK TRUCKS FOR COMMUNITY SERVICES - REBID

SPONSORED BY MAYOR CARRIER BY REQUEST

2. B24059 SEWER LINING FOR VARIOUS CITY STREETS

SPONSORED BY MAYOR CARRIER BY REQUEST



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3. DIRECT PURCHASE OF TWO GRUNDFOS DRY WEATHER PUMP REPLACEMENTS AT THE RIVER STREET PUMP STATION

SPONSORED BY MAYOR CARRIER BY REQUEST

4. PUDDING HILL AQUIFER MONITORING PROGRAM 2024-2025 WITH EMERY & GARRETT GROUNDWATER INVESTIGATIONS, LLC

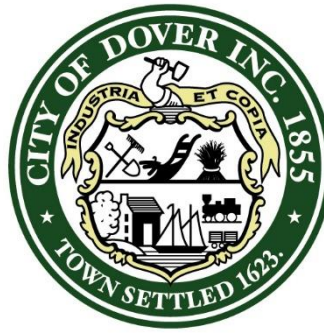
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN



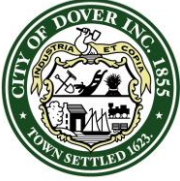
PROCLAMATION

- WHEREAS:** The Dover Robotics Team, comprised of students in grades 7 through 12, demonstrated exceptional dedication, skill, and teamwork during their rookie year in the FIRST Tech Challenge program; and
- WHEREAS:** The team exceeded all expectations by winning six prestigious awards, including the third place Inspire Award, which recognizes teams that best embody the challenge of the FIRST Tech Challenge program and serve as strong ambassadors for FIRST programs and role models for other teams; and
- WHEREAS:** The team also achieved outstanding success by securing a bid to the state championship, where they were awarded the Judges Award for their business acumen and branding standards, showcasing their multifaceted talents and strategic thinking; and
- WHEREAS:** The additional accolades earned by the team include the 1st Place Design Award, recognizing their incorporation of functional and aesthetic industrial design elements into their robot; the 2nd Place Think Award, reflecting their comprehensive journey through the engineering design process; the 1st Place Compass Award, honoring the exceptional guidance and support provided by their adult coach and mentor; and the 1st Place Promote Award, celebrating their compelling video message designed to change our culture and celebrate science, technology, engineering, and math; and
- WHEREAS:** The team members dedicated significant time and effort, meeting 3-4 times a week for 2-3 hours from September to January, and continue to meet twice a week during the off-season to secure sponsorships, schedule outreach events, and enhance their technical skills; and
- WHEREAS:** Despite receiving no school funding, the team's business unit, in their rookie year, successfully secured nearly \$5,000 in grants, ensuring all interested students could participate without financial burden; and
- WHEREAS:** The Dover Robotics Team exemplifies the principles of perseverance, innovation, and community spirit, balancing their robotics commitments with academic responsibilities, part-time jobs, athletics, and other extracurricular activities;

NOW, THEREFORE, I, Robert Carrier, Mayor of the City of Dover, and the entire City Council, do hereby recognize and commend the Dover Robotics Team for their extraordinary achievements, dedication, and contributions to our community. Their accomplishments serve as an inspiration to all, and we celebrate their success and unwavering commitment to excellence in the field of robotics.

IN WITNESS WHEREOF, I have
here unto set my hand and caused
the Seal of the City of Dover to be
affixed this 12th Day of June,
2024.

Robert Carrier, Mayor
City of Dover, New Hampshire



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R - 2024.05.22 - 89**

Resolution Re: Changing the Name of the Class VI Portion of Locke Street to Tranquility Way

WHEREAS: The public right of way known currently as “Locke Street” has an undeveloped, class VI portion running along the southerly boundaries of Tax Map 19, Lots 17 & 17-1 and the northerly boundaries of Tax Map 19, Lots 17-4 & 17-2, as shown in the accompanying plan of record and excerpt of same in the background of this resolution (hereinafter referred to as the “class VI portion” of Locke Street); and

WHEREAS: There is a need and request to rename the class VI portion of Locke Street “Tranquility Way”, which proposal has been reviewed and approved by the City’s Building Official and by the State’s e911 authorities; and

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

There is occasion for changing the name of the class VI portion of Locke Street, being the public right of way area indicated above, and in the background of this resolution. Accordingly, upon passage of this resolution the name of the class VI portion of “Locke Street” shall change to “Tranquility Way.” A return of this name change shall be made to the City Clerk by copy of this resolution, who shall make a record of the name change and forward a copy of such record and this resolution to the New Hampshire Commissioner of Transportation in accordance with RSA 231:133, III.

**REQUIRES PUBLIC HEARING (PER DOVER CODE § 29-3)
TO BE REFERRED TO PUBLIC HEARING ON JUNE 12, 2024**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

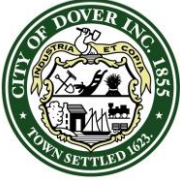
Sponsored by: Mayor Robert Carrier
By request

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

Recorded by: Jerrica Vansylvong-
Bizier
City Clerk

DOCUMENT HISTORY:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

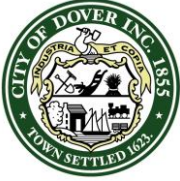
Resolution Number: **R - 2024.05.22 - 89**
Resolution Re: Changing the Name of the Class VI Portion of Locke Street to Tranquility Way

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:

Renaming of public streets is governed by [RSA 231:133](#), [Dover Code § 29-3](#), and [Dover Code § 157-33\(C\)](#). In this instance, an owner of lots abutting the class VI portion of Locke Street has suggested and requested the new name “Tranquility Way” for the class VI portion of Locke Street, which the City’s Building Official has verified is an acceptable name and complies with e911 requirements. The City Council, however, retains ultimate discretion over any naming or re-naming of a public right of way. A survey plan showing the class VI portion of Locke Street accompanies this resolution. An excerpt of same appears below:



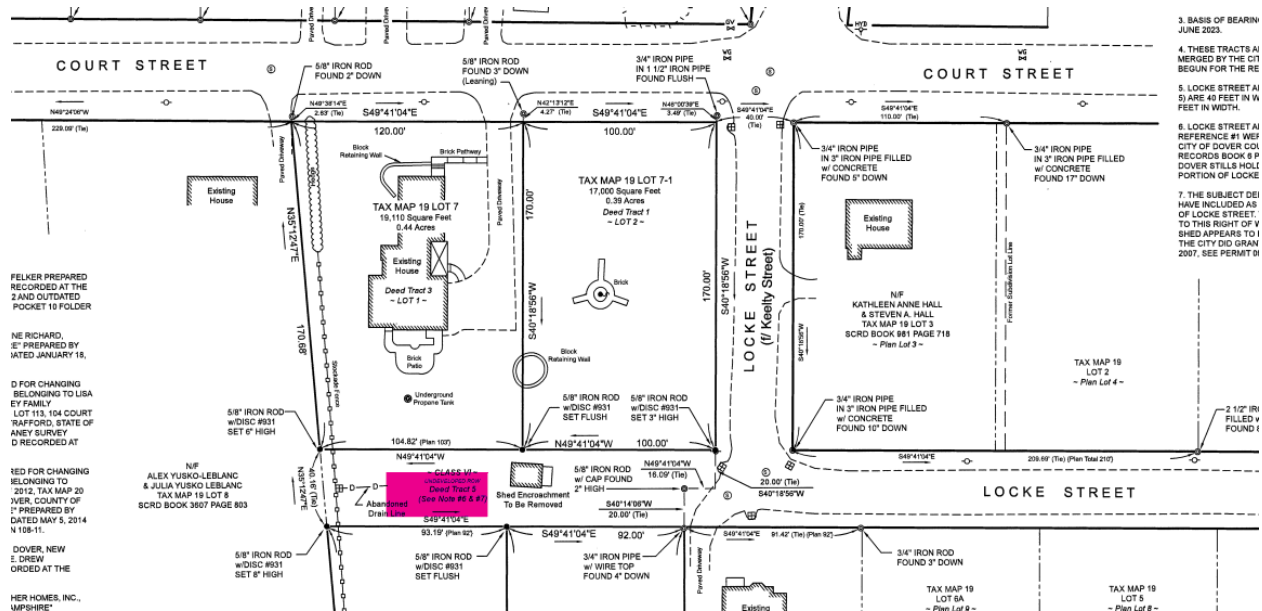
CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R - 2024.05.22 - 89**

Resolution Re: Changing the Name of the Class VI Portion of Locke Street to Tranquility Way



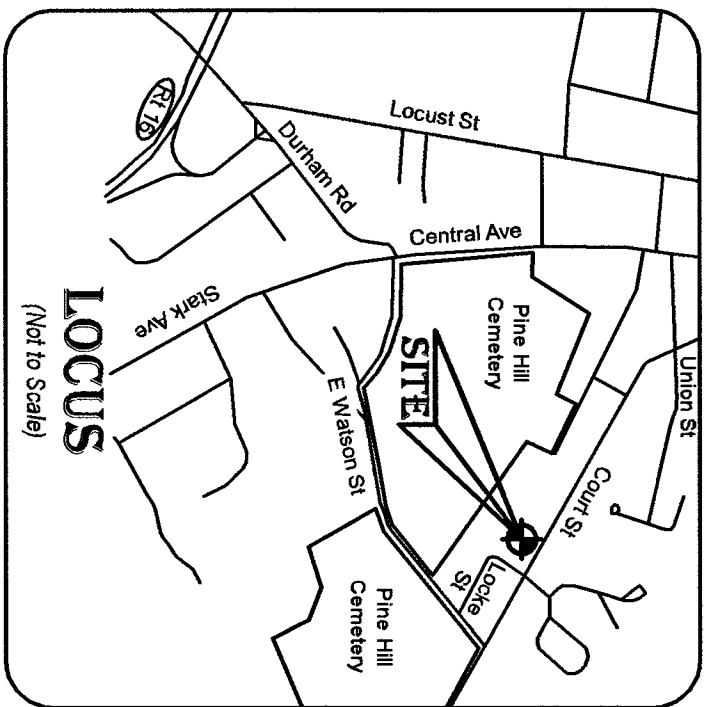
Also accompanying this resolution are the original (1935) public acceptance for reference.

A resolution was passed on February 14, 2024 ([R-2024.02.14-17](#)) approving building permits on the class VI portion of Locke Street.

R-2024.05.22 Renaming Class VI Portion of Locke St (1)
Changing the Name of the Class VI Portion of Locke
Street to Tranquility Way

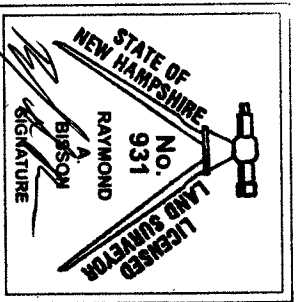
Document Created by: Legal
Document Posted on: June 7, 2024

Page 3 of 3



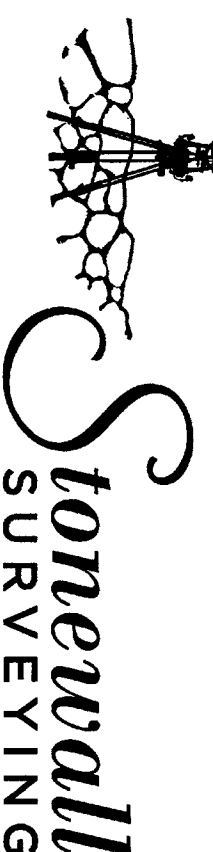
- NOTES:
- OWNER OF RECORD:
JOANNE L. RICHARD LIVING
REVOCABLE TRUST OF 2009
S.C.R.D. BOOK 3722 PAGE 318
DATED MARCH 10, 2009
* CONSISTING OF 5 TRACTS OF LAND
 - TOTAL PARCEL AREA:
77.410 Square Feet OR 1.76 Acres
 - BASIS OF BEARING IS MAGNETIC DECLINATION TAKEN IN JUNE 2023.
 - THESE TRACTS APPEAR TO HAVE BEEN INVOLUNTARILY MERGED BY THE CITY OF DOVER. PROCEEDINGS HAVE BEGUN FOR THE RESTORATION OF THE LOTS.
 - LOCKE STREET AND THE PROPOSED STREET (DEED TRACT 5) ARE 40 FEET IN WIDTH. COURT STREET APPEARS TO BE 50 FEET IN WIDTH.
 - LOCKE STREET AND KEELTY STREET AS SHOWN ON PLAN REFERENCE #1 WERE DEDICATED TO AND ACCEPTED BY THE CITY OF DOVER COUNSEL ON JULY 9, 1995. SEE DOVER ROAD RECORDS BOOK 6 PAGE 105. IT APPEARS THE CITY OF DOVER STILL HOLDS THE RIGHTS TO THE UNDEVELOPED PORTION OF LOCKE STREET.
 - THE SUBJECT DEED BOOK 3722 PAGE 318 APPEARS TO HAVE INCLUDED AS TRACT 5 THE UNDEVELOPED PORTION OF LOCKE STREET. THE CITY OF DOVER STILL HAS RIGHTS TO THIS RIGHT OF WAY AND THEREFORE THE EXISTING SHED APPEARS TO ENROACH INTO THIS RIGHT OF WAY. THE CITY DID GRANT A BUILDING PERMIT FOR THE SHED IN 2007. SEE PERMIT 08-146.

CERTIFICATION
"I certify that this survey plat is not a subdivision pursuant to this title and that the lines of streets and ways shown are those of public or private streets or ways already established and that no new ways are shown."
"I certify that this survey conforms to the ethics and standards set forth by the New Hampshire Land Surveyors Association for a category 1, condition 1 survey."

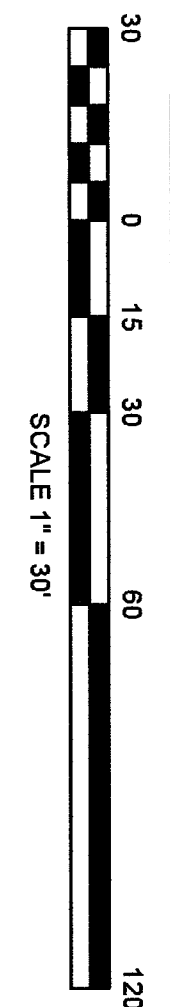


Raymond A. Bisson, LLS #931
Dated October 15, 2023

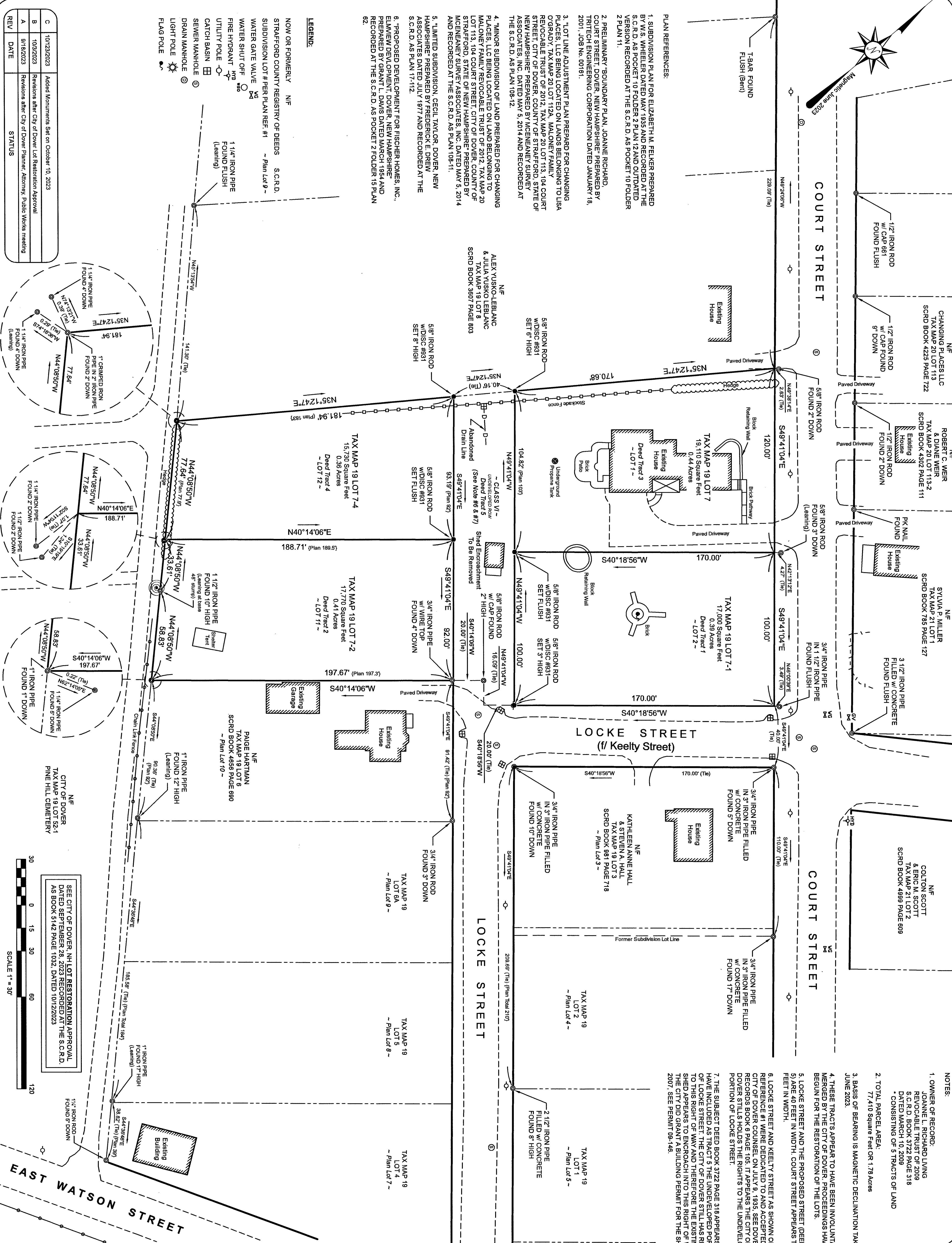
PROPERTY SURVEY
Located at:
109 Court Street, Dover
Strafford County, New Hampshire
For:
**Joanne Richard Living
Revocable Trust**
c/o David Richard
9 Sleepy Hollow Road, Wolfeboro, NH 03894



Licensed in New Hampshire & Maine
P.O. Box 458, Barrington, NH 03825
t: (603) 864-3900 www.stonevallsurveying.com
TAX MAP & LOT NO.: 19/17
DRAWING NO.: 23037 Boundary
PROJECT NO.: 23037
DATE: August 1, 2023



SEE CITY OF DOVER, NH LOT RESTORATION APPROVAL
DATED SEPTEMBER 28, 2023 RECORDED AT THE S.C.R.D.
AS BOOK 5142 PAGE 1032, DATED 10/12/2023



PLAN REFERENCES:
1. SUBDIVISION PLAN FOR ELIZABETH M. FELKER PREPARED BY W.S. WHEELER DATED MAY 1935 AND RECORDED AT THE S.C.R.D. AS POKET 10 FOLDER 2 PLAN 12 AND OUTDATED VERSION RECORDED AT THE S.C.R.D. AS POKET 10 FOLDER 2 PLAN 11.
2. PRELIMINARY "BOUNDARY PLAN, JOANNE RICHARD, COURT STREET, DOVER, NEW HAMPSHIRE" PREPARED BY TRITECH ENGINEERING CORPORATION DATED JANUARY 18, 2001, JOB No. 00161.
3. "LOT LINE ADJUSTMENT PLAN PREPARED FOR CHANGING PLACES, LLC BEING LOCATED ON LANDS BELONGING TO LISA OGRADY, TAX MAP 20 LOT 11-2A, MALONEY FAMILY REVOCABLE TRUST OF 2012, TAX MAP 20 LOT 11-3, 104 COURT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE" PREPARED BY MCNEANEY SURVEY ASSOCIATES, INC. DATED MAY 5, 2014 AND RECORDED AT THE S.C.R.D. AS PLAN 108-12.
4. "MINOR SUBDIVISION OF LAND PREPARED FOR CHANGING PLACES, LLC BEING LOCATED ON LAND BELONGING TO MALONEY FAMILY REVOCABLE TRUST OF 2012, TAX MAP 20 LOT 11-3, 104 COURT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE" PREPARED BY MCNEANEY SURVEY ASSOCIATES, INC. DATED MAY 5, 2014 AND RECORDED AT THE S.C.R.D. AS PLAN 108-11.
5. "LIMITED SUBDIVISION, CECIL TAYLOR, DOVER, NEW HAMPSHIRE" PREPARED BY FREDERICK E. DREW ASSOCIATES DATED JULY 1977 AND RECORDED AT THE S.C.R.D. AS PLAN 17-112.
6. "PROPOSED DEVELOPMENT FOR FISCHER HOMES, INC., ELIMVIEW DEVELOPMENT, DOVER, NEW HAMPSHIRE" PREPARED BY GRANT L. DAVIS DATED MARCH 1954 AND RECORDED AT THE S.C.R.D. AS POKET 2 FOLDER 16 PLAN 62.

REV	DATE	STATUS
C	10/12/2023	Added Measurements Set on October 10, 2023
B	10/9/2023	Revisions after City of Dover Lot Restoration Approval
A	9/18/2023	Revisions after City of Dover Planner, Attorney, Public Works meeting

and Aldermen, Dover, N. H.:

The undersigned respectfully represents that the public there is occasion for two new highways beginning on the northerly side of Watson Street, each 580 feet more or less and the second on the southerly side of Court street and running westerly to intersect with the first said highway, as shown attached and made a part of this petition.

of the land required for said highway, hereinafter, title and interest in and to the land required to dedicate said land for the purpose herein expressed, all claim for damages arising from the acceptance and the construction of the said highway for

this 4th day of June, 1935.

Elizabeth M. Felker
Raymond E. Cavanaugh
Geo. B. Kincaid
Jeremiah Barry
Edward J. Renaud

Said petition is hereby appointed at the Municipal Court Room, at said Dover, on the 26th day of June, 1935, at two o'clock in the afternoon; and it is ordered that notice of said petition and hearing be given to the owners of land over which said highway is to be laid, and to the person, if any, who has the title to the land in case any owner is unknown or deceased, by giving to each, or leaving at his abode, a copy of said petition and this order thereon fourteen days before the said day of hearing, and to all others interested in the said land, a copy of the third floor of the Masonic Temple in said Dover, and leaving a like copy at the abode of each of said city fourteen days at least before the said day of hearing.

at said Dover, this 6th day of June, 1935.

James P. Nadeau
W. T. Boothby
Joseph Marcotte
Joseph A. McCann
Walter M. Lavalley
Daniel Cronin

Leo Carroll
Joseph F. Keenan

Mayor and Aldermen, City of Dover, N. H.

I, George E. Brennan, of Dover, in the County of Strafford and State of New Hampshire, depose and say that on the 10th day of June, 1935, an attested copy of the within petition and order of notice was served by me upon Elizabeth M. Felker, Raymond E. Cavanaugh, Geo. B. Kincaid, Jeremiah Barry and Edward J. Renaud by leaving same at their usual place of abode, and that on said date I posted a like copy on the third floor of the Masonic Temple in said City of Dover and gave in hand a like copy to Maurice A. Blais, City Clerk of said City of Dover, all fourteen days before said date of hearing.

George E. Brennan

of New Hampshire, County of Strafford, SS. June 10, 1935
Then personally appeared the above named George E. Brennan and swore to the foregoing statement by him signed is true to the best of his knowledge and belief. Before me,

Maurice A. Blais
Justice of the Peace

Upon the foregoing petition we appointed a hearing, and gave notice of the same as aforesaid, and on the 26th day of June, 1935, having met at the Municipal Court Room, Orchard Street Building, Dover, New Hampshire, at two o'clock in the afternoon, the time and place appointed and having given notice to all parties in interest who appeared and desired to be heard, and having personally viewed the premises, and having adjourned to the next day evening, July 9th, 1935, at eight o'clock, and having met according to said adjournment and again considered said petition, we are of the opinion that for the accommodation of the public there is occasion for the laying out of two new highways as requested in said petition, described as follows:

Two streets, each forty feet wide, at right angles to each other; one beginning at Court street and the other beginning at Watson street. The easterly side line of Keelty Street is described as follows:- Beginning at an iron pipe driven in the ground on the southerly side line of Court Street, said pipe being 416 feet northwesterly from the intersection of the southerly side line of Court Street and the southerly side line of Watson Street; thence running South 41°45' West a distance of 170 feet to another iron pipe driven in the ground on the southerly side line of the other street hereinafter described.

The northerly side line of Locke Street is described as follows: Beginning at a stake driven in the ground on the westerly side line of Watson Street, said stake being 180 feet southwesterly from the intersection of the southerly side line of Court street and the westerly side line of Watson Street; thence running North 48°-15' West, parallel to Court Street, a distance of 598.5 feet to another stake driven in the ground on the easterly side line of property of Kincaid. All of which is shown on plan of W. S. Wheeler, C. E. dated June, 1935, Dover, New Hampshire.

W. S. Wheeler
City Engineer.

And we award no damages to the respective owners of land over which said highways are laid because said owners dedicated said land and waived all claim for damages.

done under our hands at Dover, this 9th day of July, 1935.

F. Clyde Keefe, Mayor
Joseph Marcotte
James P. Nadeau
Daniel Cronin
Joseph A. McCann
Walter M. Lavalley
W. T. Boothby
Joseph F. Keenan
Leo Carroll
Mayor and Aldermen, Dover, N. H.

Filed and recorded July 9, 1935 a

Attest:

Maurice A. Blais
City Clerk

City Manager's Report

June 12, 2024

Reporting On:
May 2024

By: J. Michael Joyal, Jr.
City Manager

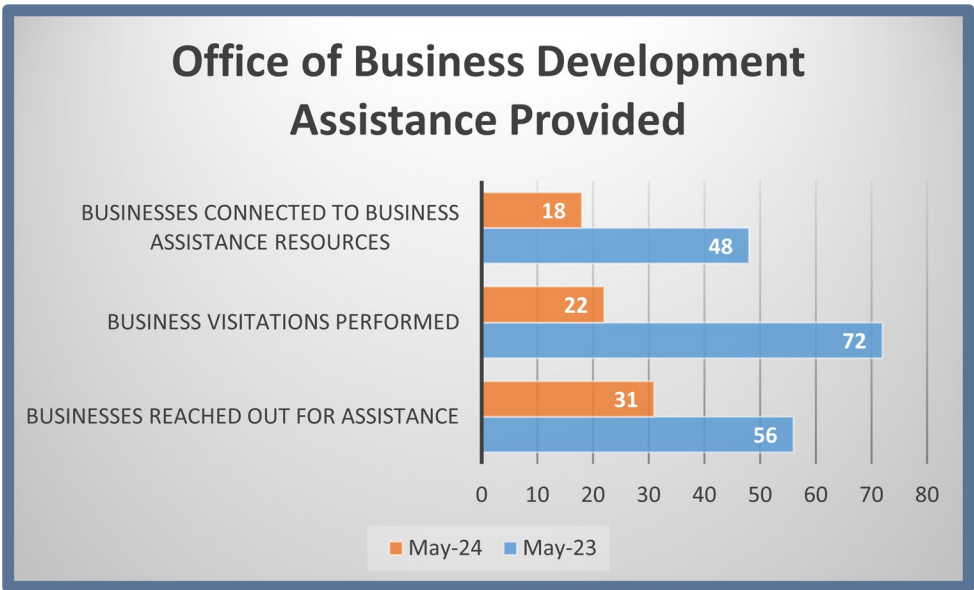
Executive Department

Six Divisions ♦ 23 Employees

Office of Business Development (OBD)

Christopher Parker, Deputy City Manager; James Burdin, Business Development Coordinator; Reid Bickley, Business Development Specialist

	Apr 2023	Apr 2024	12-Mo. Avg.
Dover Labor Force	18,610	18,660	18,668
Dover Unemployment Rate	1.0%	1.9%	2.0%
Median Home Sales-Single Family	\$540,000	\$775,000	\$ 544,000
Average Days on Market	15	5	16



New Business / Commercial Development / Downtown Updates

- Retail spending during May showed a cautious approach from consumers, highlighting a preference for mindful spending and price awareness. In response, retailers are enhancing their marketing strategies and offering attractive programs and incentives to encourage local shopping. The Office of Business Development is collaborating with businesses to integrate new technologies, such as AI, to optimize their marketing and business strategies.
- The Discover Dover Stakeholders group remains active, meeting monthly to develop initiatives that drive visitor traffic from nearby hotels to local shops and restaurants. Additionally, the group is exploring opportunities to secure grants for promoting Dover as a destination.
- Dover's dining scene is flourishing, with the outdoor dining season in full swing. While some restaurants have closed, new establishments are quickly filling those spaces and making impressive progress on their buildouts. A restaurant that relocated to a larger space reported a fourfold increase in business since mid-May, and another newly opened restaurant has been consistently fully booked since its grand opening. Despite ongoing challenges with back-of-house and waitstaff shortages, the sector is showing resilience and growth.
- The Office of Business Development is supporting several new inquiries. Demand for commercial space in Dover is at an all-time high as entrepreneurs seek affordable locations, reflecting strong entrepreneurial interest in the community.

Economic Activity

- The Federal Reserve Bank of Boston noted in May that overall economic activity was generally flat, but that performance across sectors, and even by different firms within sectors varied considerably.
- Many households and consumers continue to be price-conscious. While economists and financial institutions monitor inflation indices in year-over-year comparisons, consumers are more likely to register the cumulative impacts of price increases over recent years. Big-ticket expenses such as housing or childcare can have an outsized impact on these perceptions,
- Overall consumer confidence rebounded in April, even outperforming some expectations. However, overall confidence trends have fluctuated within the same narrow band since late 2022, with consumers reporting stronger confidence in their present situation than in their expectations for the near future.
- As a result, many consumer-facing industries have been hesitant to pass additional price increases on to consumers, and have seen margins narrow.

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

Housing metrics obtained from NHAR-Strafford County.

Childcare

Business Development does not usually report on childcare data, but recent expansion of the NH Child Care Scholarship may be of interest to residents and businesses alike, including lowering barriers to employment by making care more attainable. Changes to the program were included in the SFY 2024-2025 budget and went into effect in January 2024.

New data from 2023 estimated the average tuition cost for an infant in center-based childcare in NH to be \$17,250. Combined tuition prices for an infant and a preschooler averaged \$31,868 in center-based programs. Family-based care providers were more affordable, but still averaged \$22,366 for an infant and a preschooler.

Providers can now be reimbursed based on a child's overall enrollment status. The program previously reimbursed based on attendance, meaning businesses lost income on days that a child was absent. Reimbursement rates have also increased.

Income-based eligibility for families was expanded, and cost shares to families are now capped at 7 percent of their household income. Enrollment in the program has already increased by 10 percent since the expansion took effect.

More information about the program is available online: <https://www.nh-connections.org/families/child-care-scholarship/>

Community Highlights

In early May, members of council relayed resident questions to the Office of Business Development regarding vacant commercial properties downtown. Business Development discussed this issue in its weekly newsletter, *Down to Business*, on May 10, 2024.

Recent issues of *Down to Business* and a link to sign up to receive the newsletter are available through the City website here: <https://www.dover.nh.gov/government/city-operations/executive/business-development/down-to-business/>

Original text of the May 10 newsletter piece follows. Since the original piece was published, both La Dolce Vita and End Zone have opened for business:

With spring arriving, we see renewed activities on the business development front. As we see more people walking and being out and about, let's review downtown Dover's hustle and bustle.

In general, looking at downtown (defined as Central Avenue from Silver to Sixth streets and including connections to Chestnut, Main and Washington streets), we see that it is a vibrant and active space. Sure, there are some vacancies, but it is worth reminding ourselves that a healthy vacancy rate is between 3-5% and currently our vacancy rate is below 1%. Why is a 5% vacancy rate considered healthy? According to industry benchmarks, a 3-5% vacancy rate is a range that most banks use when calculating gross operating income for a property in a stable market.

A walk through downtown illustrates that overall, this area is built out and occupied. Heading north on Central Avenue from Silver Street, the first visible vacancy is between Kirkland and Hale Street. Wing-

itz has recently opened its new location on the corner, and the owner is currently rehabilitating the other two spaces while marketing them to potential tenants.

The former Moe's space is being updated for a similar quick turn over eating and drinking option, and that retail space has attracted interest from a variety of retail users. We expect this area, and the former Wing-itz space, to be occupied based upon the interest shown. The space above the former Moe's is being used by Wing-itz as their corporate offices and might be converted to residential in the future. The Woodman Block, between Wing-itz and City Hall, is full.

The vacant retail space across from City Hall was recently purchased by The Juicery, which is renovating the space for their first Dover location. The mixed-use rehabilitation of the old Foster's building at 333 Central Ave. has leased many of their commercial spaces, but does have a vacant space that could be built out for various commercial tenants.

The next vacancy on Central Avenue, north of Washington Street, is the former Earcraft building. The owner has expressed that he needed to wait until leases expired on April 1 before he could fully assess the structural needs of the building to plan out its future. His vision is to create a vibrant space and he wanted to consider the opportunities for the full space and not a portion of it. Across the street, we were sorry to see Thompson's Tavern close after nine years in Dover, but Endzone has already started to build out their social media and we look forward to hearing more about their plans for that space soon.

From Chapel Street to Broadway, the former Fish Shanty space next to the Downtown Dover Inn is the next vacancy. This space had a kitchen fire and the property owner elected to sell the space rather than re-finish the interior. From Broadway to Sixth Street, a long stretch, there are no vacancies.

Heading south on Chestnut Street, there is a vacant plaza at 47 Chestnut St. This site has been approved for a redevelopment, and the property owners are working on financing and construction timing. In the meantime, they are electing to not lease the space.

Washington Street has a temporary vacancy where the Sassy Biscuit was, but La Dolce Vita has installed their new sign and plan to open this spring. Continuing around the mill, there is a subgrade space in the TD Bank building. Fire and Spice Bistro recently opened on the Washington Street side, and the Main Street commercial spaces are all full.

Looking at the streets between Chestnut Street and Central Avenue, there is new commercial space on Second Street at the Old Courthouse that has not been finished, and there is a 1,500-square-foot space on Third Street for lease. The site of the old Asia restaurant is vacant as the owner works through construction and financing on the mixed-use building the Planning Board has approved for that site.

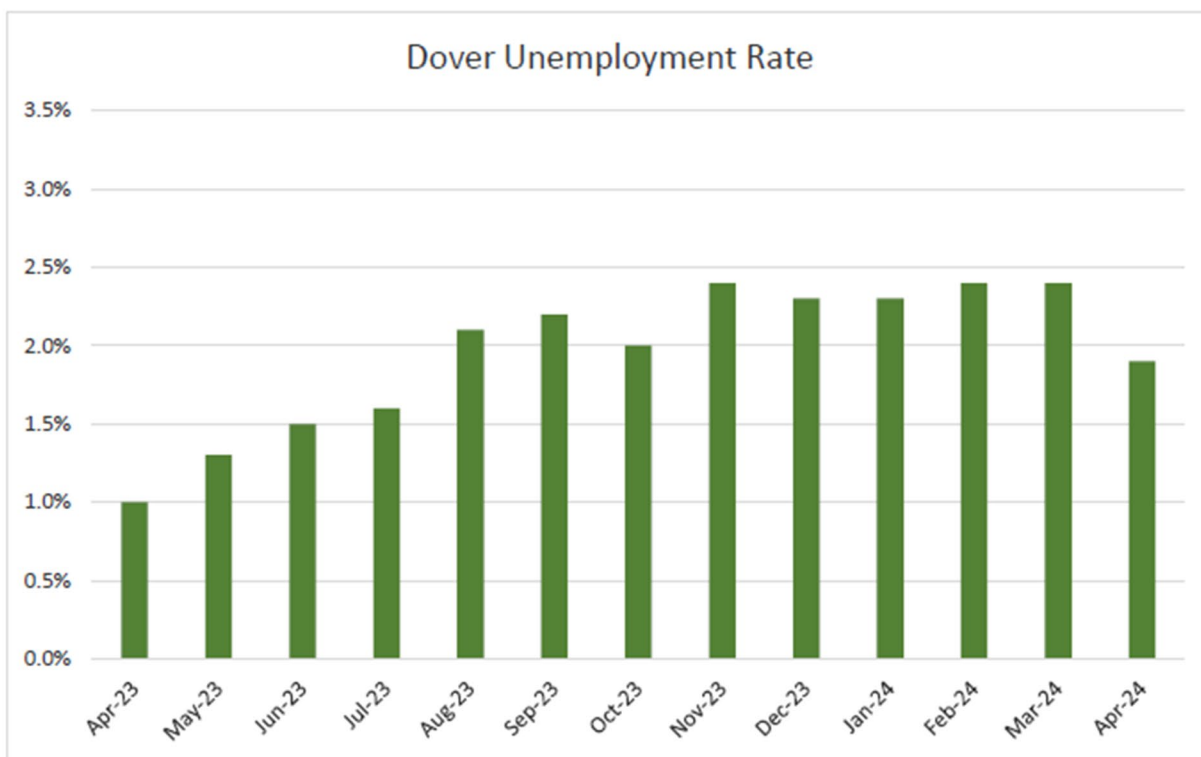
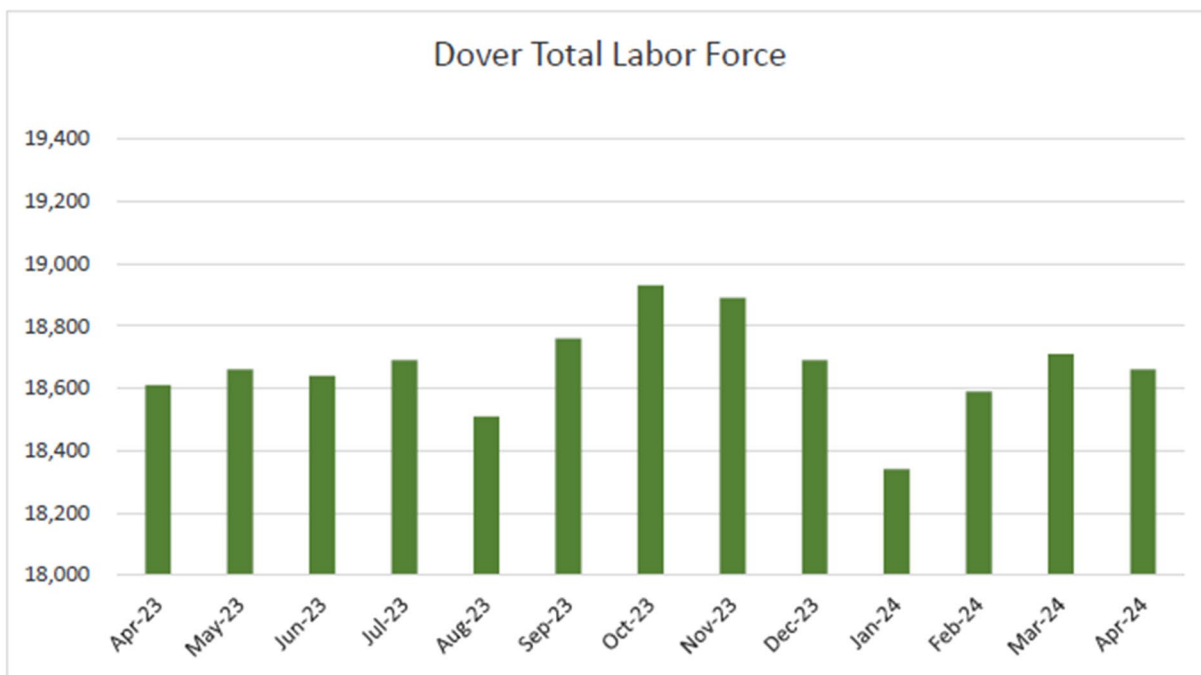
On the business side, we respect business owner's right to control when and how they introduce their business to the public. Sale and lease negotiations are often highly confidential, and staff may also not be aware of the current status or business identity, or may not be able to disclose them until we have seen some sort of announcement from the business themselves.

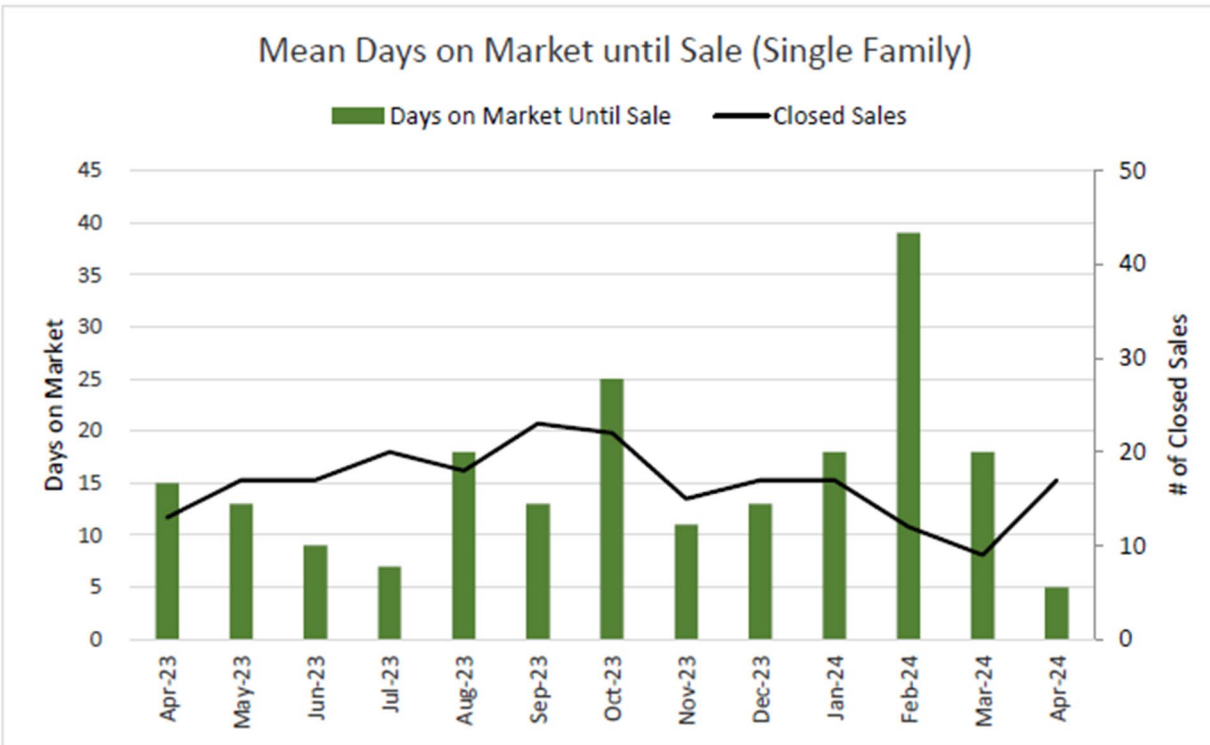
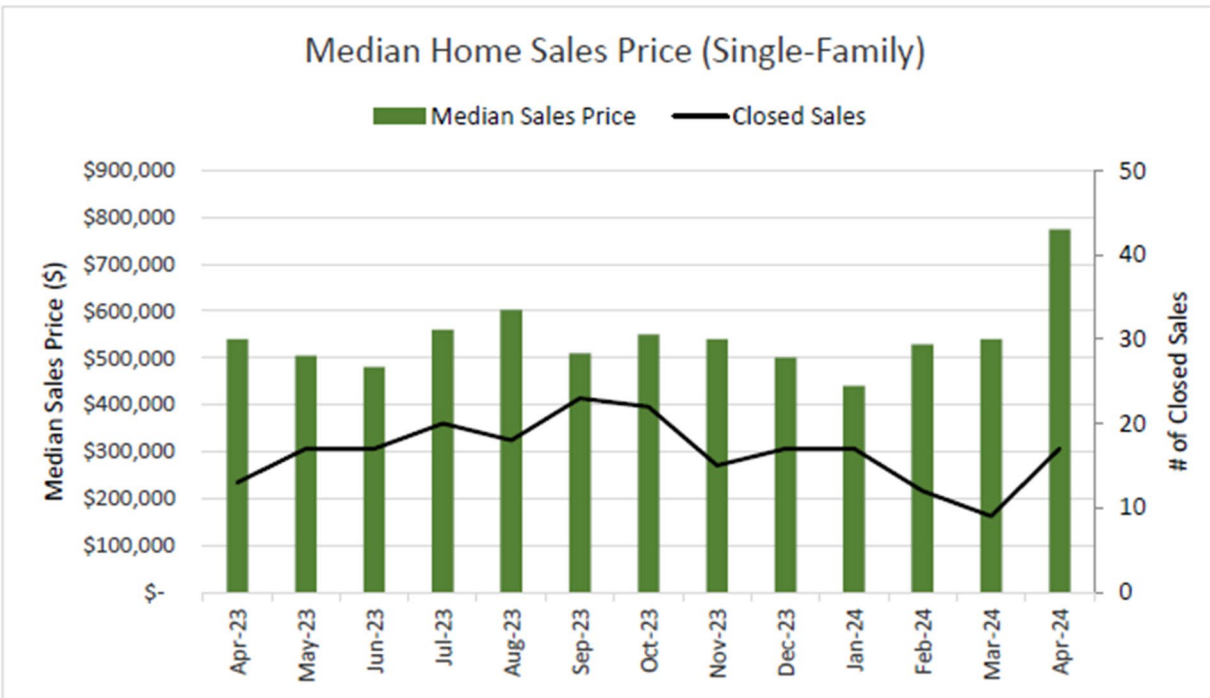
Now, we've accounted for what we can see. Staff regularly prioritizes respectful engagement with commercial property owners regarding their plans, and we support those who seek our assistance. Weekly, if not daily, we receive inquiries from businesses wishing to locate in Dover, and we facilitate connections between those inquiring and the property owners with vacant or soon-to-be vacant commercial spaces. That said, it's not our role to intervene in property owners' plans, which can occasionally result in unaddressed visible vacancies at certain properties, such as 47 Chestnut Street, 333 Central Avenue, and 15 Third Street. We remain optimistic that those property owners will successfully fill these spaces through their connections or referrals made by city staff.

To round out this review, we can jump outside of downtown. The former Ames building was sold earlier this year to the owner of the Shaws Plaza, which incidentally also owns the former Friendly's and Sanel

Auto Parts parcels. They have indicated they are looking at rehabilitating the space to determine the best reuse options. We've had conversations with the owner of the former Chinese restaurant between McDonald's and Cambridge Trust. One of the most notable vacancies in Dover, Liberty Mutual, has an engaged realtor, with whom city staff have weekly conversations on the marketing of that space. It's pretty unique so they are looking for that special buyer or tenant to come along.

Vibrancy and activities abound in Dover, and we are very lucky to have a need for commercial space and to have the active and critical support of our merchants and business.







Waterfront Update:

This month's focus was on completing subsurface utility work and preparing the River Street, and Seaport roadways for stabilized gravels in preparation for future base pavement.

Highlights:

- ✓ Completed all remaining water service work for townhome buildings E-1 and E-2.
- ✓ Installed the last sewer service lines for buildings E-1 and E-2 along River Street.
- ✓ Finished installing all catch basins, completing drainage work in the roadway.
- ✓ Made significant progress on electrical and telecommunication duct banks on Seaport Way and River Street. Over 85% of the work on River Street is complete, with the remaining section located near the southern end of building D. This section includes installing vaults and concrete encasement.
- ✓ Completed forming and concrete pouring for approximately 450-500 feet of duct banks.

Upcoming Work:

- Continue work on electrical and telecommunication duct banks in the Makem bridge intersection.
- Prepare the roadway for paving by conducting pre-RAP survey work.
- Install select gravels to provide stabilized road access throughout the site.

This progress allows for continued work on paving the roadway and providing access to the entire site.

In addition to the above, another milestone in the Project, the City of Dover officially sold three waterfront parcels to the developer, Cathartes, on Friday, May 31, for \$1,316,751.58, as part of the first phase of the site's development.

The parcels are Lot 1-4, Lot 1-5, and Lot 1-6 and encompass more than five acres of 29-acre site. These parcels include the property within the River Street loop road and one parcel on the other side of River Street that borders Seaport Way.

The sale allows Cathartes to begin constructing its buildings, working alongside the city's contractor making the public improvements to the site.

The development plan includes constructing three mixed-use buildings, two multi-family buildings, and three clusters of townhouses. The Planning Board approved Cathartes' site plans in June 2022, which include mixed-use developments with approximately 26,000 square feet of commercial space and 418 residential units.

The money from the land sale will be used to pay the bond payment of the Waterfront Tax Increment Financing District (TIF), along with increased valuations from the private development improvements. The bond is funding the public improvements to the site, including roads, utilities and the public park.



Office of the City Attorney (OCA)

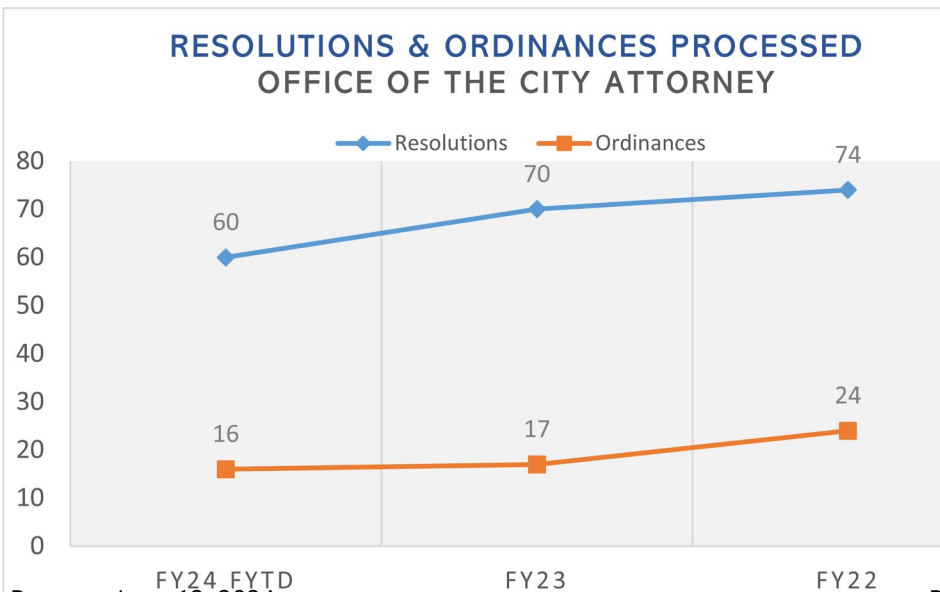
Joshua Wyatt, City Attorney; Jennifer Perez, Deputy City Attorney; Patricia Moniello, Legal Assistant

The Office of the City Attorney provides legal support to City Council, City Manager, City staff and to volunteer boards, commissions and committees of the City of Dover to assist efforts to provide services to constituents/customers. In addition, legal support is provided to the Dover School District and its officials.

Legal support levels are tracked to the extent feasible. The tracking of legal support efforts revolves around “matters” (legal questions and issues raised by staff and all other sources warranting ongoing attention), litigation, legal documents created or reviewed (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, in-progress matters that span months (or longer).

TRACKED UTILIZATION DATA FOR THE MONTH OF MAY 2024

	For Month	FY24 FYTD	FY23	FY22
Legal Matters/Questions Handled	100	974	1,061	790
Review Existing Legal Contracts & Draft Memo	11	141	153	161
Legal Contracts/Memo Created	25	186	201	214
Right to Know Requests Processed	16	79	100	78
Resolutions	6	60	70	74
Ordinances	0	16	17	24
Leases	0	9	4	14
Primex Auto Claims Handled	2	55	80	46
Primex Liability Claims Handled	4	51	67	70
Primex Property Claims Handled	3	53	54	68



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

Nick Georgoulis – Re: 28-30 Second St. planning and zoning documentation

Erik Pfunstein – Re: 28-30 Second St. 2023/2024 water/sewer bills

AEI Consultants – Re: 12 Lincoln St./45 Fifth St. planning and zoning documentation

DG Dominion – Re: 40 Chestnut St./Cocheco Park environmental documentation

Partners Engineering – Re: 633 Central Ave planning and zoning documentation

Partners Engineering – RE: 629 Central Ave. planning and zoning documentation

Dover Professional Fire Officers Association – Request for multiple Human Resources and Finance Reports/documentation request

Boynton Waldron Doleac – Subpoena request for 153 Portland Avenue (Dunston's Market) documentation

Global Zoning Re: 116 Crosby Street zoning/code violation documents

Global Zoning Re: 113 Crosby Street zoning/code violation documents

Whitestone – Re: Route 108/Grapevine Dr. request for Phase 1 Assessment documentation

Frank Curray – Re: Dover School District requesting unclear set of documents.

Rick Hebbard – Re: Fifth Street/Grove Street documents relating to tree cutting

Vincent Marconi – Re: health inspection documents regarding incident at local restaurant

Clear Choice Action – Re: John F. Kennedy, Jr. nomination records

Global Zoning – Re: 10-14 Crosby Road zoning/code violation documents

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

Assisted with closing on Phase I of the Waterfront development.

The City Attorney's Office assisted with initiative to improve tracking and overall experience for service on boards and commissions; assisted with City transparency and overall RSA chapter 91A compliance

Assisted with preliminary review of energy efficiency projects

Other activities of potential interest in May 2024:

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, and the United States Supreme Court (whose decisions usually issue annually in spring through early summer). 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 Office reviews new state legislation weekly for potential impacts on operations.

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.

Dover School District: Assisted with human resources and personnel inquiries; assisted with compliance; assisted with review of policies; assisted with update to purchasing policy; assisted with vendor dispute; assisted with subpoenas and right to know inquiries; reviewed contracts; reviewed draft release; assisted with review of recent federal decision on Divisive Concepts laws

Executive Department:

Human Resources: Assisted with drafting/promulgation of new administrative regulation; assisted with remote work agreement drafting; assisted with labor negotiations; assisted with compliance inquiries.

Business Development: Assisted with real estate closing; assisted with lease drafting; assisted with City efforts to sell real estate.

Information Technology: Assisted with vendor cybersecurity questions; assisted with document retention questions.

Community Services: Assisted with resolution of real estate title issue; assisted with researching questions related to road paint and crosswalks; assisted with easement acquisitions; assisted with code enforcement matters; assisted with subpoena; assisted with contract enforcement/administration.

Finance Department: Assisted with various collection matters; assisted with purchasing compliance inquiries; assisted with tax abatements.

Library: Assisted with disposal of surplus property.

Planning: Assisted with recodification of Chapter 170 (zoning ordinance); assisted with street renaming; assisted with code enforcement; assisted with ordinance review.

Police: Assisted new tower lease; assisted with ASR registration update; assisted with policy/contract review.

Recreation: Assisted with issuance of farmers' market license; assisted with other matters as requested.

Pending Litigation Updates

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 has filed her brief. In April 2024, the City filed an answering brief. Plaintiff is preparing a reply brief, after which the Supreme Court is expected to determine whether and when oral argument will be scheduled. **In May 2024, Plaintiff filed a reply brief, completing the briefing cycle on appeal. Case is now awaiting either oral argument or final decision on appeal.**

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 received a notice of several Supreme Court Justices disqualifying themselves. No appeal decision has been received. Oral argument has not been scheduled. Case is awaiting either oral argument or final appeal decision.**

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). In April 2024, City filed a motion for status conference. **On May 28, 2024, the Superior Court held a brief telephonic status conference and indicated the Court would be issuing orders on pending motions/issues in the near future.**

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. In April 2024, summary judgment issued in favor of the defendants. Case is being appealed to New Hampshire Supreme Court. **In May 2024, plaintiffs filed an appeal. The defendants did not file a cross-appeal. Appeal has been accepted and case is awaiting further procedural instructions on appeal.**

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. No appeal briefing has occurred yet. **The First Circuit Court of Appeals issued an order allowing plaintiff to file brief late, but as of this report issuing no appeal briefing has occurred.**

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 appellants have filed their brief. In April 2024, the appellees (including City) filed an answering brief. Appellants are expected to file a reply brief, after which the Supreme Court is expected to determine whether and when to hold oral argument. **In May 2024, appellants filed a reply brief. Case is awaiting either oral argument or final appeal decision.**

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 office 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. In April 2024, the trial court granted summary judgment to the defendants. Case is currently within appeal period. **No appeal has been filed and, with appeal period expiring, the summary judgment decision in favor of City is now considered the case's final disposition.**

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 undergoing appeal briefing. **All parties have filed their briefs. Case is awaiting either oral argument or final appeal decision.**

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. In April 2024, Liberty Mutual issued an expert disclosure. **In May 2024, the parties convened a settlement meeting, coming out of which a tentative settlement agreement is in process**

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. Final hearing at the BTLA is now scheduled for October 2024, though that is likely to be continued to accommodate availability of taxpayer's representative.

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. In April 2024, the City filed an answer and counterclaims. **In May 2024, the Superior Court issued a notice of default to plaintiff for failure to answer the City's counterclaims.**

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.

Office of the City Manager (OCM)

Michael Joyal, City Manager; Colleen Bessette, Executive Assistant

In addition to the day to day meetings and employee/citizen support, office staff handled the following throughout the month of May:

Whenever there is a workplace injury, claims are sent immediately from all city departments to the City Manager's Office. During the month April, the City Manager's Assistant (CMA) received and processed 6 Worker's Compensation Claims, as well as continued to monitor and update all open claims throughout the month and coordinated efforts with PRIMEX.

Staff is continuing to recruit using Dover's new platform, JazzHR. In May, the City Manager's Assistant gathered information from various departments and processed a total of 4 job postings during the month. Part of this process is making sure the hiring teams for each posting are continuing to monitor applicants as they come in and that positions are being closed out properly when an applicant is hired.

The City Manager's Assistant monitored new position and/or new hire physicals and background/motor vehicle checks for 12 employees. This oversight ensures all eligible employees and/or applicants are able to move on in the hiring process. Since July, the City Manager's Office has processed 83 job postings.

The City Manager has held Coordinating meetings where the Planning Director, Community Services Director, City Engineer and Deputy City Manager discuss various projects going on in the City of Dover.

The City Manager also held Department Head meetings in May. All department heads and executive division heads attend these meetings. Updates on department happenings are given by each attendee. These meetings are very important to keep everyone on the same page and departments in sync working together.

After the initial round of interviews for the Recreation Director, the City Manager made the decision to repost the position. The new closing date is June 14, 2024. The interview process will begin shortly after that. In the meantime, the Recreation Department is in the capable hands of Rick Conway, Acting Recreation Director.

As time allows, the CMA continues to work with the City Clerk Tax Collector in organizing Board/Committee members and coming up with a new updated procedure for onboarding/offboarding members. A meeting took place between the City Manager's Assistant, City Clerk Tax Collector, City Manager and City Attorney to nail down particulars going forward.

The City Manager's Assistant attended the 2024 NH Wage & Hour Labor Law Webinar in May.

The CMA handles the purchase orders for all divisions of the Executive Department with the exception of IT. She spent time going through purchase orders, closing some out and notifying the divisions of funds remaining with a reminder that fiscal year 2024 is soon coming to a close.

Office of Human Resources (OHR)

Heather Worrall, Director of Human Resources; Jean Tsouramanis, HR Assistant; Gwen Milliman, HR Office Assistant

May Employment Statistics

Employment Separations = 20		Employment New Hires = 8	
Community Services	04	Community Services	01
Fire Department	02	Police Department	01
Planning Department	01	Public Library	02
Recreation Department	12	Recreation Department	03
Welfare Department	01	Welfare Department	01

Employee Anniversaries		
Employee Name	Employee Department	Length of Service
Young, Melissa A	Police	29
Legere, Ann M	Finance	26
Johnstone, Allan	Community Services	25
Moore, Michael T	Community Services	25
Speidel, Marn E	Police	25
Vermette, Raymond A Jr	Community Services	25
Langley, Donna L	Finance	23
Dove, Anne L	Executive	21
Driscoll, Brendan C	Fire	19
Anderson, Nancy T	Library	17
Downs, Robert	Fire	13
Duquette, David	Fire	13
Reynolds, Alexander J	Fire	13
Bickley, Reid A	Executive	8
Clement, Lynne M	Executive	7
Barham, Michael W	Community Services	6
Wyatt, Joshua M	Executive	5
Driscoll, Chelsea	Police	4
Pexton, Olivia	Library	4
Berdecia, Luis M	Police	3
Denio, Taylor M	Fire	2
Merone, Michael P	Police	1
Vetter, Colin E	Community Services	1

Office of Information Technology (OIT)

Annie Dove, Director of Information Technology; Kevin Foster, Deputy Director of IT; Kathleen Meyers, Asset Management Admin, Timothy Pine, Asset Management Tech; TBD, Enterprise Systems Admin; Dave Peters, Systems Tech; Robert Stallings, Utility Systems Admin; Matt Faucher, Public Safety IT Admin; Nick Neathawk, Public Safety IT Tech

Update unavailable at time of report.

Office of Media Services (OMS)

Michael Gillis, Director of Media Services; Brian Early, Media Services Admin; Tom Zimmerman, Media Services Tech; Lynn Clement, Media Services Tech

In May, Media Services provided numerous updates on a variety of city and school projects, public services, and current events. These included special events, construction and infrastructure projects, and previews of upcoming meetings of public bodies.

Media Services produced four episodes of the Dover Download podcast in May. Topics included a preview of Public Works Week, upcoming summer construction projects, a conversation with the executive director of COAST, and a chat with police during National Police Week. Dover Download is a weekly look at what's happening in Dover, hosted by Deputy City Manager Christopher Parker.

Media Services provided coverage of special events in May, including an open house at Community Services on Mast Road, which kicked off Public Works Week. Media Services worked with Community Services staff to promote the event, as well as to create content to showcase the varied work of Community Services.

Media Services worked with the Woodman Museum in May to organize the annual Memorial Day ceremony, held May 27, at Pine Hill Cemetery in Dover. Media Services also provided coverage of the ceremony.

In May, Media Services sent out 73 email newsletters, including the weekly editions of Dover Download, special alerts, and departmental and project updates. These newsletters are designed to help communicate a wide variety of information to the public of general interest and for specific projects and topics and to instill the city's commitment to community stewardship. More than 200 updates were posted to social media and other external communications platforms.

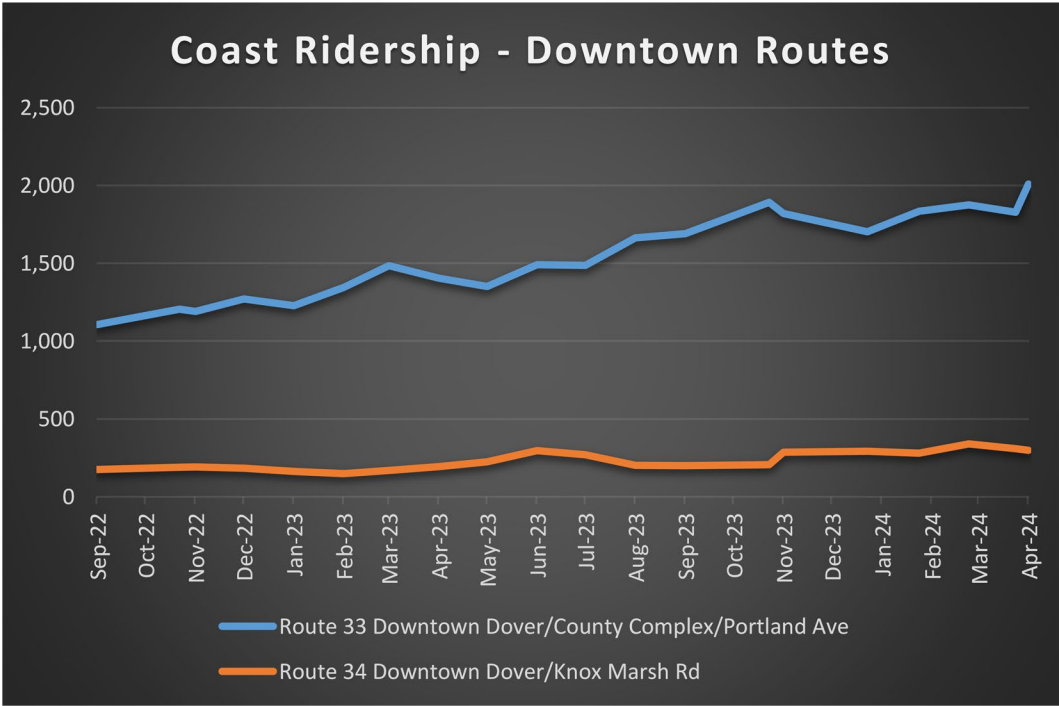
In May, Media Services distributed 50 news releases across multiple platforms for other city matters, including ongoing projects and special announcements.

Media Services provided live and taped televised coverage of 16 meetings and special events in May.



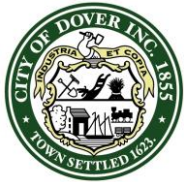
COAST

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: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 22, 2024**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Hackett led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

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

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

5. PROCLAMATIONS/AWARDS

The Mayor presented a proclamation to Betsy Bowman recognizing June 2024 as Alzheimer's Awareness Month. The Mayor presented a proclamation to Councilor Warach recognizing May 2024 as Jewish American Heritage Month.

6. APPROVAL OF AGENDA

Deputy Mayor Shanahan moved to approve the agenda, seconded by Councilor Retrosi. Vote: 9-0.

7. PUBLIC HEARINGS

A. VEHICLES AND TRAFFIC, CHAPTER 141, SECTIONS 30 AND 40 SPONSORED BY MAYOR CARRIER BY REQUEST

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

B. FY2024 DISSOLUTION OF PRIOR YEARS' CAPITAL PROJECT FUNDS INTO THE GENERAL FUND (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE) SPONSORED BY MAYOR CARRIER BY REQUEST

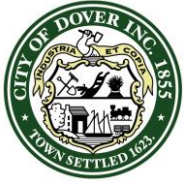
The Mayor, seeing no one wishing to speak, closed the Public Hearing.

C. FY2024 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE) SPONSORED BY MAYOR CARRIER BY REQUEST

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

D. AUTHORIZING ACCEPTANCE OF DONATED FUNDS FROM DOVER400 AND EXPENDITURE OF THE SAME (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE) SPONSORED BY MAYOR CARRIER

Sam Allen, 46 Watson Road, spoke in favor of the Council approving the resolution.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 22, 2024**
Meeting Time: **7:00 pm**

Cliff Blake, 1 List Beth, spoke in favor of the Council approving the resolution.

**E. AUTHORIZATION TO ACCEPT AND EXPEND THE US DEPARTMENT OF ENERGY – ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST**

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.

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

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing and gave an overview of events happening in the City.

Deputy Mayor Shanahan moved to approve the City Manager's Report, seconded by Councilor Warach. Vote: 9-0.

10. APPROVAL OF MINUTES

A. May 1, 2024 – Workshop Meeting

B. May 8, 2024 – Regular Meeting

Deputy Mayor Shanahan moved to approve the Minutes, seconded by Councilor Warach. Vote: 9-0.

11. MAYOR'S REPORT

Mayor Carrier asked Anna Boudreau and Lori Macintosh to the podium to give an overview of "Our Place."

The Mayor gave an overview of events and meeting he has attended, and upcoming events.

Deputy Mayor Shanahan moved to approve the Mayor's Report, seconded by Councilor Warach. Vote: 9-0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING

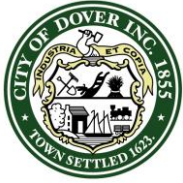
1. VEHICLES AND TRAFFIC, CHAPTER 141, SECTIONS 30 AND 40

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Hackett.

City Manager Joyal gave an overview of the ordinance the Council.

Roll Call Vote: 9-0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 22, 2024**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

1. FY2024 DISSOLUTION OF PRIOR YEARS' CAPITAL PROJECT FUNDS INTO THE GENERAL FUND

(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Retrosi.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 9-0.

2. FY2024 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS

(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Hackett.
City Manager Joyal gave an overview of the resolution to the Council. "
Roll Call Vote: 9-0.

3. AUTHORIZING ACCEPTANCE OF DONATED FUNDS FROM DOVER400 AND EXPENDITURE OF THE SAME

(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)

SPONSORED BY MAYOR CARRIER

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Hackett.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 9-0.

4. AUTHORIZATION TO ACCEPT AND EXPEND THE US DEPARTMENT OF ENERGY – ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT

(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Retrosi.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 9-0.

13. NEW BUSINESS

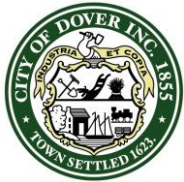
A. CONSENT CALENDAR

1. APPROVAL OF DIRECTOR OF HUMAN RESOURCES OF THE CITY OF DOVER EMPLOYMENT AGREEMENT

SPONSORED BY MAYOR CARRIER BY REQUEST

2. ACCEPTANCE OF PERMANENT EASEMENT AREA FROM TAMMANY PARK, LLC (OWNER OF TAX MAP 31, LOT4A)

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, May 22, 2024**
Meeting Time: **7:00 pm**

- 3. B21051 TRAFFIC CONTROL/FLAGGING SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 4. B24052 2024-2025 VARIOUS CHEMICALS**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 5. B24055 PRECAST CONCRETE STRUCTURES**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 6. B24056 WATER DEPARTMENT SUPPLIES AS NEEDED**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 7. B24057 SEWER DEPARTMENT SUPPLIES AS NEEDED**
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned to approve the Consent Calendar, seconded by Councilor Richer.

Roll Call Vote: 9-0.

COMMITTEE REPORTS

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

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

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

Councilor Nemeth gave an overview of the Library Board of Trustees report to the Council.

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

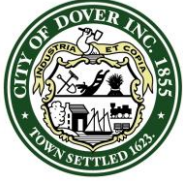
Councilor Hackett gave an overview of the School Board Liaison report to the Council.

Councilor Retrosi gave an overview of the Rec & Pool Advisory Committee report to the Council.

Councilor Richer gave an overview of the Energy Commission report to the Council.

Councilor Warach gave an overview of the Parking Commission report to the Council.

B. RESOLUTIONS



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 22, 2024**
Meeting Time: **7:00 pm**

1. B24034 PROFESSIONAL MUNICIPAL AUDITING SERVICES

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Retrosi.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 9-0.

2. ARCHITECTURAL EVALUATION OF RENOVATIONS AND REPAIRS OF THE DOVER PUBLIC LIBRARY AMENDMENTS

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Hackett.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 9-0.

3. ACKNOWLEDGEMENT AND ACCEPTANCE OF DONATION BY NORTHEAST COLOR FOR WORK AND SUPPLIES

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned for approval, seconded by Councilor Warach.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 9-0.

4. CHANGING THE NAME OF THE CLASS VI PORTION OF LOCKE STREET TO TRANQUILITY WAY

(TO BE REFERRED TO A PUBLIC HEARING ON JUNE 12, 2024)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan motioned to refer the resolution to a public hearing, seconded by Councilor Hackett.
Vote: 9-0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

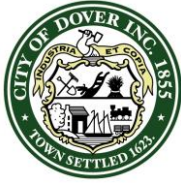
Councilor Nemeth and Councilor Cullen gave an overview of the JBC for the Athletic Complex meeting that took place earlier in the day, to the Council.

Mayor Carrier announced that all 13 Mayors in New Hampshire will be doing a tour of various facilities in the City of Dover.

Councilor Richer gave an overview of the poetry reading she attended at the Dover Public Library earlier in the week.

16. ADJOURN

Councilor Nemeth moved to adjourn, seconded by Councilor Retrosi. Vote: 9-0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: City Hall, Council Chambers
Meeting Date: **Wednesday, June 5, 2024**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Warach led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

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

Absent: Councilor Nemeth, Councilor Williams

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

5. PUBLIC FORUM

Taxpayers, Business owners, and Residents are invited to speak on the subject matter of the Workshop. Statements shall be limited to five minutes.

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

6. DISCUSSIONS

A. ENERGY COMMISSION UPDATE

B. WWTP SOLAR PROJECT

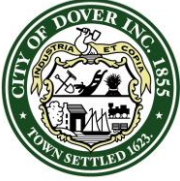
Resilience Manager, Dr. Jackson Kaspari, gave an Energy Commission update as well as an overview of the Waste Water Treatment Plant Solar Project.

Dr. Kaspari and Bill Baber, Chair of the Energy Commission, answered questions from Councilors.

City Manager Joyal asked the Council if they would be receptive to entertaining a vote at a later date to enter into an energy performance contract. There was consensus among the Council.

7. ADJOURNMENT

Councilor Warach motioned to adjourn, seconded by Councilor Cullen. Vote: 7-0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R - 2024.05.22 - 89**

Resolution Re: Changing the Name of the Class VI Portion of Locke Street to Tranquility Way

WHEREAS: The public right of way known currently as “Locke Street” has an undeveloped, class VI portion running along the southerly boundaries of Tax Map 19, Lots 17 & 17-1 and the northerly boundaries of Tax Map 19, Lots 17-4 & 17-2, as shown in the accompanying plan of record and excerpt of same in the background of this resolution (hereinafter referred to as the “class VI portion” of Locke Street); and

WHEREAS: There is a need and request to rename the class VI portion of Locke Street “Tranquility Way”, which proposal has been reviewed and approved by the City’s Building Official and by the State’s e911 authorities; and

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

There is occasion for changing the name of the class VI portion of Locke Street, being the public right of way area indicated above, and in the background of this resolution. Accordingly, upon passage of this resolution the name of the class VI portion of “Locke Street” shall change to “Tranquility Way.” A return of this name change shall be made to the City Clerk by copy of this resolution, who shall make a record of the name change and forward a copy of such record and this resolution to the New Hampshire Commissioner of Transportation in accordance with RSA 231:133, III.

**REQUIRES PUBLIC HEARING (PER DOVER CODE § 29-3)
TO BE REFERRED TO PUBLIC HEARING ON JUNE 12, 2024**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

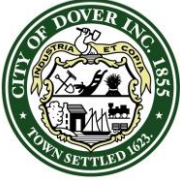
Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Jerrica Vansylvong-
Bizier
City Clerk

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

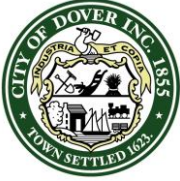
Resolution Number: **R - 2024.05.22 - 89**
Resolution Re: Changing the Name of the Class VI Portion of Locke
Street to Tranquility Way

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:

Renaming of public streets is governed by [RSA 231:133](#), [Dover Code § 29-3](#), and [Dover Code § 157-33\(C\)](#). In this instance, an owner of lots abutting the class VI portion of Locke Street has suggested and requested the new name “Tranquility Way” for the class VI portion of Locke Street, which the City’s Building Official has verified is an acceptable name and complies with e911 requirements. The City Council, however, retains ultimate discretion over any naming or re-naming of a public right of way. A survey plan showing the class VI portion of Locke Street accompanies this resolution. An excerpt of same appears below:



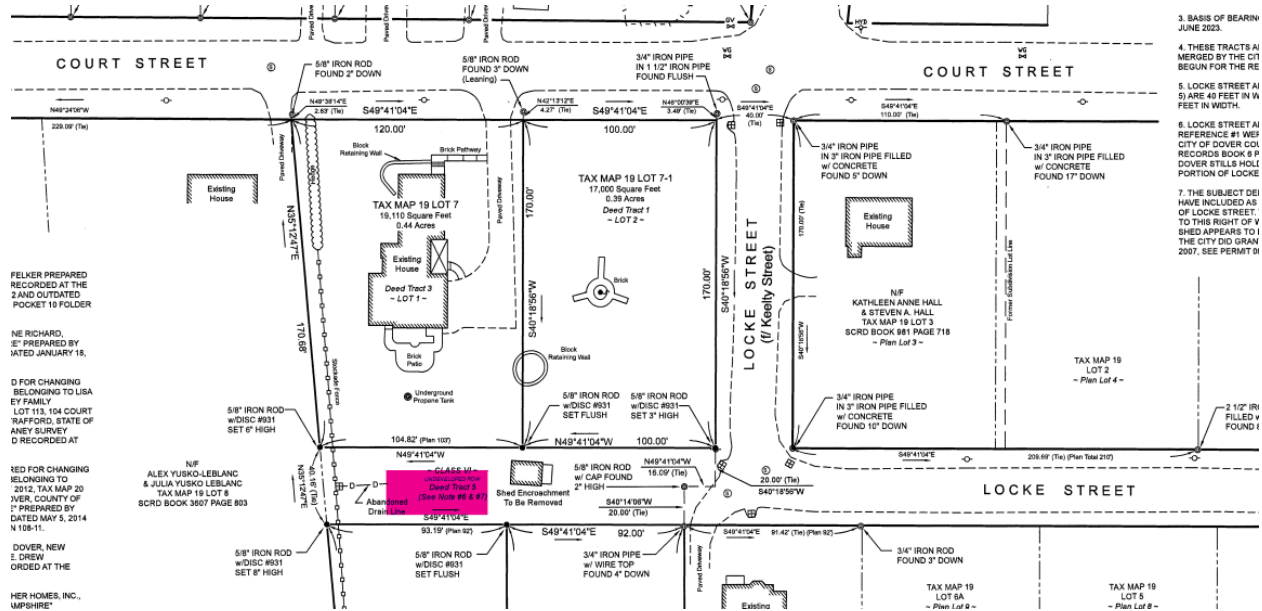
CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R - 2024.05.22 - 89**

Resolution Re: Changing the Name of the Class VI Portion of Locke Street to Tranquility Way



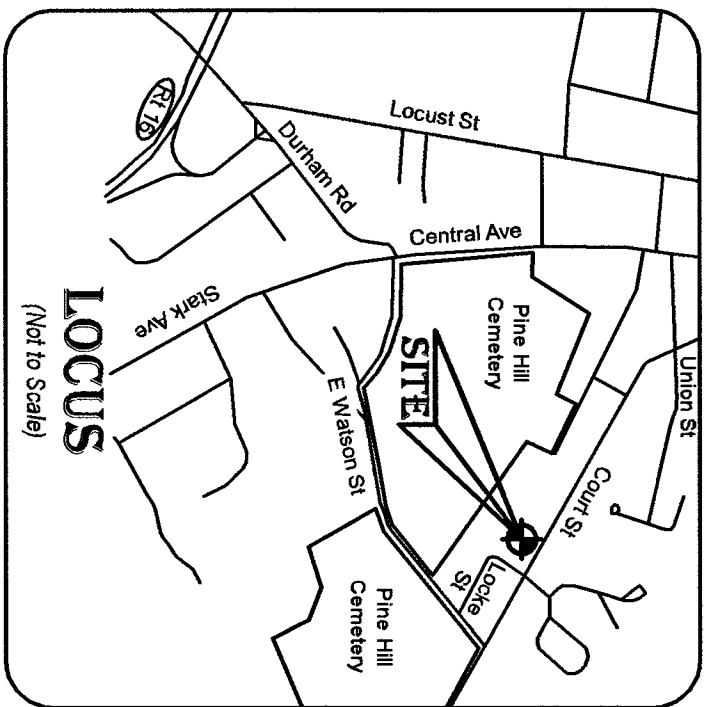
Also accompanying this resolution are the original (1935) public acceptance for reference.

A resolution was passed on February 14, 2024 ([R-2024.02.14-17](#)) approving building permits on the class VI portion of Locke Street.

R-2024.05.22 Renaming Class VI Portion of Locke St (1)
Changing the Name of the Class VI Portion of Locke
Street to Tranquility Way

Document Created by: Legal
Document Posted on: June 7, 2024

Page 3 of 3

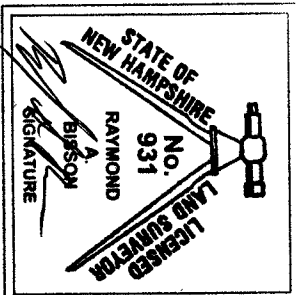


NOTES:

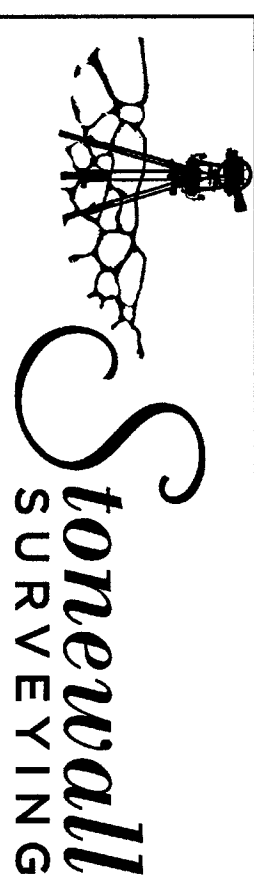
- OWNER OF RECORD:
JOANNE L. RICHARD LIVING
REVOCABLE TRUST OF 2009
S.C.R.D. BOOK 3722 PAGE 318
DATED MARCH 10, 2009
* CONSISTING OF 5 TRACTS OF LAND
- TOTAL PARCEL AREA:
77.410 Square Feet OR 1.76 Acres
- BASIS OF BEARING IS MAGNETIC DECLINATION TAKEN IN JUNE 2023.
- THESE TRACTS APPEAR TO HAVE BEEN INVOLUNTARILY MERGED BY THE CITY OF DOVER. PROCEEDINGS HAVE BEGUN FOR THE RESTORATION OF THE LOTS.
- LOCKE STREET AND THE PROPOSED STREET (DEED TRACT 5) ARE 40 FEET IN WIDTH. COURT STREET APPEARS TO BE 50 FEET IN WIDTH.
- LOCKE STREET AND KEELTY STREET AS SHOWN ON PLAN REFERENCE #1 WERE DEDICATED TO AND ACCEPTED BY THE CITY OF DOVER COUNSEL ON JULY 9, 1995. SEE DOVER ROAD RECORDS BOOK 6 PAGE 105. IT APPEARS THE CITY OF DOVER STILL HOLDS THE RIGHTS TO THE UNDEVELOPED PORTION OF LOCKE STREET.
- THE SUBJECT DEED BOOK 3722 PAGE 318 APPEARS TO HAVE INCLUDED AS TRACT 5 THE UNDEVELOPED PORTION OF LOCKE STREET. THE CITY OF DOVER STILL HAS RIGHTS TO THIS RIGHT OF WAY AND THEREFORE THE EXISTING SHED APPEARS TO ENROACH INTO THIS RIGHT OF WAY. THE CITY DID GRANT A BUILDING PERMIT FOR THE SHED IN 2007. SEE PERMIT 08-146.

CERTIFICATION
"I certify that this survey plat is not a subdivision pursuant to this title and that the lines of streets and ways shown are those of public or private streets or ways already established and that no new ways are shown."
"I certify that this survey conforms to the ethics and standards set forth by the New Hampshire Land Surveyors Association for a category 1, condition 1 survey."

Raymond A. Bisson, LLS #931
Dated *October 15, 2023*

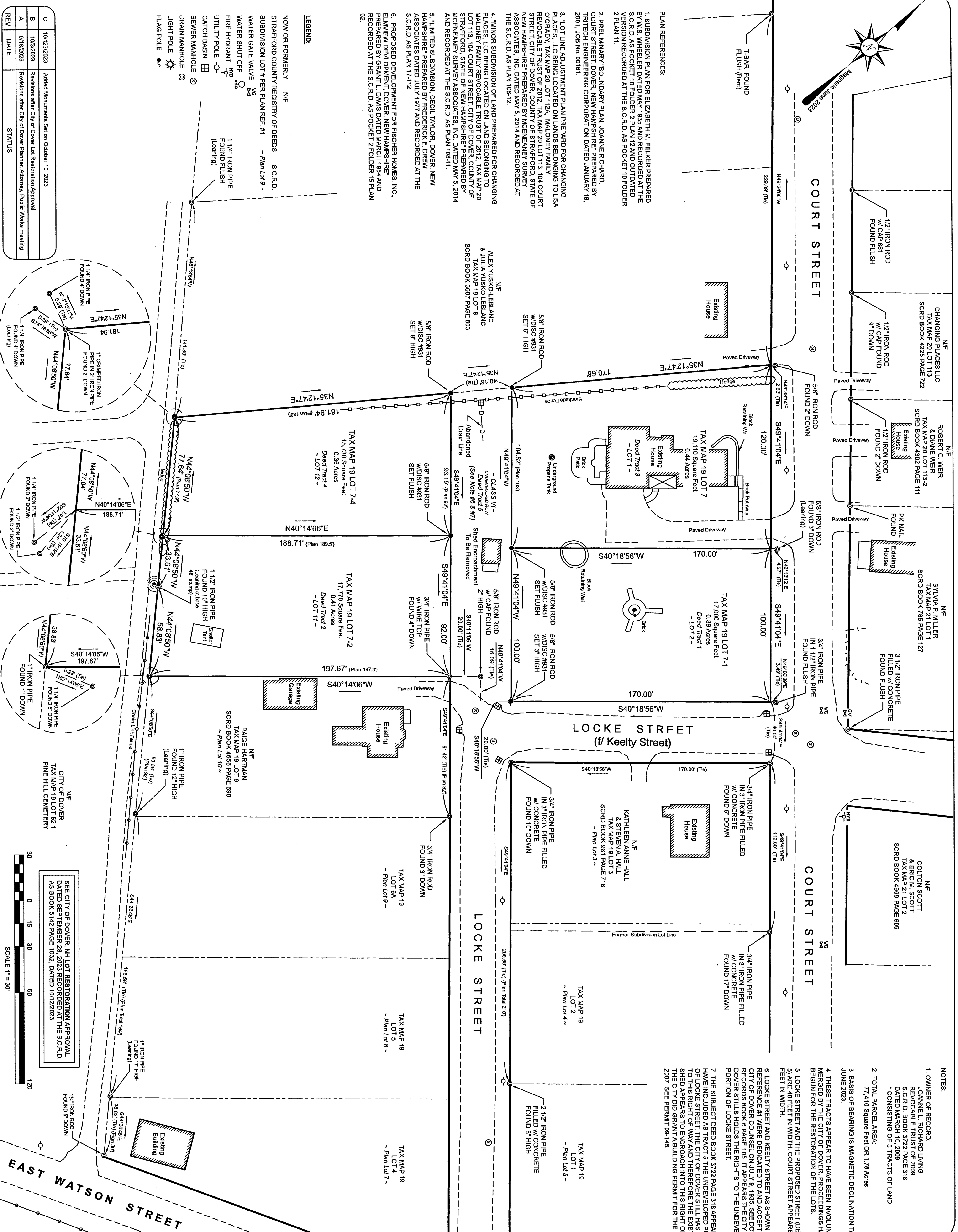
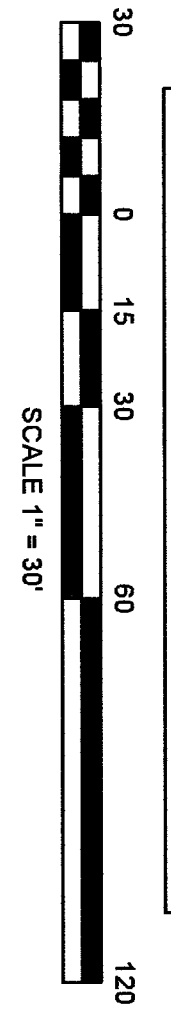


PROPERTY SURVEY
Located at:
109 Court Street, Dover
Strafford County, New Hampshire
For:
**Joanne Richard Living
Revocable Trust**
c/o David Richard
9 Sleepy Hollow Road, Wolfeboro, NH 03894



Licensed in New Hampshire & Maine
P.O. Box 458, Barrington, NH 03825
t: (603) 864-3900 www.stonevallsurveying.com
TAX MAP & LOT NO.: 19/7
DRAWING NO.: 23037 Boundary
PROJECT NO.: 23037
DATE: August 1, 2023
SCALE: 1" = 30'
SHEET: 1 of 1

SEE CITY OF DOVER, NH LOT RESTORATION APPROVAL
DATED SEPTEMBER 28, 2023 RECORDED AT THE S.C.R.D.
AS BOOK 5142 PAGE 1032, DATED 10/12/2023



REV	DATE	STATUS
C	10/12/2023	Added Measurements Set on October 10, 2023
B	10/9/2023	Revisions after City of Dover Lot Restoration Approval
A	9/18/2023	Revisions after City of Dover Planner, Attorney, Public Works meeting

and Aldermen, Dover, N. H.:

The undersigned respectfully represents that the public there is occasion for two new highways beginning on the northerly side of Watson Street, each 580 feet more or less and the second on the southerly side of Court street and running westerly to intersect with the first said highway, as shown attached and made a part of this petition.

of the land required for said highway, hereinafter dedicated said land for the purpose herein expressed, and all claim for damages arising from the acceptance and the construction of the said highway for

this 4th day of June, 1935.

Elizabeth M. Felker
Raymond E. Cavanaugh
Geo. B. Kincaid
Jeremiah Barry
Edward J. Renaud

Said petition is hereby appointed at the Municipal Court Room, at said Dover, on the 26th day of June, 1935, at two o'clock in the afternoon; and it is ordered that notice of said petition and hearing be given to the owners of land over which said highway is to be laid, and to the person, if any, who has the custody of the land in case any owner is unknown or deceased, by giving to each, or leaving at his abode, a copy of said petition and this order thereon fourteen days before the said day of hearing, and to all others interested in the said land, by giving a like copy of the third floor of the Masonic Temple in said Dover, and leaving a like copy at the abode of each of said city fourteen days at least before the said day of hearing.

at said Dover, this 6th day of June, 1935.

James P. Nadeau
W. T. Boothby
Joseph Marcotte
Joseph A. McCann
Walter M. Lavalley
Daniel Cronin

Leo Carroll
Joseph F. Keenan

Mayor and Aldermen, City of Dover, N. H.

I, George E. Brennan, of Dover, in the County of Strafford and State of New Hampshire, depose and say that on the 10th day of June, 1935, an attested copy of the within petition and order of notice was served by me upon Elizabeth M. Felker, Raymond E. Cavanaugh, Geo. B. Kincaid, Jeremiah Barry and Edward J. Renaud by leaving same at their usual place of abode, and that on said date I posted a like copy on the third floor of the Masonic Temple in said City of Dover and gave in hand a like copy to Maurice A. Blais, City Clerk of said City of Dover, all fourteen days before said date of hearing.

George E. Brennan

of New Hampshire, County of Strafford, SS. June 10, 1935
Then personally appeared the above named George E. Brennan and swore to the foregoing statement by him signed is true to the best of his knowledge and belief. Before me,

Maurice A. Blais
Justice of the Peace

Upon the foregoing petition we appointed a hearing, and gave notice of the same as aforesaid, and on the 26th day of June, 1935, having met at the Municipal Court Room, Orchard Street Building, Dover, New Hampshire, at two o'clock in the afternoon, the time and place appointed and having given notice to all parties in interest who appeared and desired to be heard, and having personally viewed the premises, and having adjourned to the next day evening, July 9th, 1935, at eight o'clock, and having met according to said adjournment and again considered said petition, we are of the opinion that for the accommodation of the public there is occasion for the laying out of two new highways as requested in said petition, described as follows:

Two streets, each forty feet wide, at right angles to each other; one beginning at Court street and the other beginning at Watson street. The easterly side line of Keelty Street is described as follows:- Beginning at an iron pipe driven in the ground on the southerly side line of Court Street, said pipe being 416 feet northwesterly from the intersection of the southerly side line of Court Street and the southerly side line of Watson Street; thence running South 41°45' West a distance of 170 feet to another iron pipe driven in the ground on the southerly side line of the other street hereinafter described.

The northerly side line of Locke Street is described as follows: Beginning at a stake driven in the ground on the westerly side line of Watson Street, said stake being 180 feet southwesterly from the intersection of the southerly side line of Court street and the westerly side line of Watson Street; thence running North 48°-15' West, parallel to Court Street, a distance of 598.5 feet to another stake driven in the ground on the easterly side line of property of Kincaid. All of which is shown on plan of W. S. Wheeler, C. E. dated June, 1935, Dover, New Hampshire.

W. S. Wheeler
City Engineer.

And we award no damages to the respective owners of land over which said highways are laid because said owners dedicated said land and waived all claim for damages.

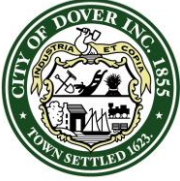
done under our hands at Dover, this 9th day of July, 1935.

F. Clyde Keefe, Mayor
Joseph Marcotte
James P. Nadeau
Daniel Cronin
Joseph A. McCann
Walter M. Lavalley
W. T. Boothby
Joseph F. Keenan
Leo Carroll
Mayor and Aldermen, Dover, N. H.

Attested and recorded July 9, 1935 a

Attest:

Maurice A. Blais
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2024.06.12 - 90**

Resolution Re: Authorization to Enter Cellular Tower Space Lease
Agreement with New Cingular Wireless PCS, LLC (AT&T)
(Mast Road Tower; FCC ASR #1240049)

WHEREAS: The City owns a cellular tower located at 271 Mast Road with a Federal Communications Commission registration #1240049, which tower has available space for rental; and

WHEREAS: New Cingular Wireless PCS, LLC (AT&T) has requested to lease and collocate cellular infrastructure on the aforesaid tower that is compatible with other, preexisting uses; and

WHEREAS: City staff have verified likely compatibility of uses and have negotiated a draft lease, which in general provides for payment of initial rent to the City of \$2,000 per month (with time-based, scheduled increases), an initial five-year term, five additional five-year renewal terms at the tenant's option, and other terms as set forth in the draft lease accompanying this resolution.

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: (i) finalize and sign a tower space lease agreement between the City of Dover and New Cingular Wireless PCS, LLC (AT&T), for lease of space on the City's cellular tower at 271 Mast Road, and (ii) take all actions deemed necessary or advisable to administer, enforce, and fulfill the City's obligations set forth within the aforesaid tower space lease.

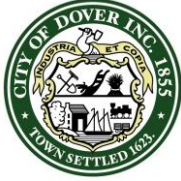
AUTHORIZATION

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.1.	
Resolution Number: R - 2024.06.12 - 90 Resolution Re: Authorization to Enter Cellular Tower Space Lease Agreement with New Cingular Wireless PCS, LLC (AT&T) (Mast Road Tower; FCC ASR #1240049)		

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:

The City Council exercises “care and superintendence” of City property. *See* RSA 47:5. In this instance, the subject tower at 271 Mast Road was funded and built by Omnipoint Holdings, Inc. (T-Mobile) in 2003, and subsequently transferred to the City in exchange for providing that company reduced rent. The tower is believed to have enough useful life to accommodate the proposed new tenant. City staff and the City’s tower vendor have worked to verify the proposed new use likely will have no interference with City operations. A draft lease accompanies this resolution with a lease exhibit showing the subject tower and proposed new use. The reasonableness of the rent amount (initial rent of \$2,000 per month, or \$24,000 per year) was researched by City staff using public information and a review of another municipality’s tower leasing. For example, the City of Rochester entered into a lease with a cellular provider in or about 2020 providing for annual rent of \$24,000. Separately, this website (<https://www.steelinthear.com/cell-tower-lease-rates/>) maintains a database of tower leases and provides, as of 2022, “on average wireless carriers entered into new lease[s] with landowners at an average of \$1,050/mo. or \$12,600/year on a nationwide basis.” *See also:* <https://www.towergenius.com/cell-tower-lease-rates-formula-2022/>

Market: New England
Cell Site Number: NH4105
Cell Site Name: NSB at Dover NH
Search Ring Name: Dover NH
Fixed Asset Number: 12676455

TOWER STRUCTURE LEASE AGREEMENT

THIS TOWER STRUCTURE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by City of Dover, a New Hampshire municipal corporation, having a mailing address of 288 Central Avenue, Dover NH, 03820 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower structure (the “**Tower**”), together with all rights and privileges arising in connection therewith, located at 271 Mast Road, in the County of Strafford, State of New Hampshire (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement. This Tower was constructed by Omnipoint Holdings, Inc. (“**Omnipoint**”) pursuant to an existing Tower Lease between the City of Dover and Omnipoint dated as of October 31, 2003 (“**the Omnipoint Lease**”). As per Section 1 of the Omnipoint Lease, Landlord owns the Tower, and shall be responsible for maintaining the Tower and the grounds on the Property. A copy of the Omnipoint Lease is attached hereto as Exhibit A.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) Approximately 240 square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant’s equipment (the “**Ground Space**”);

(b) The portion of the Tower selected by Tenant and dedicated for Tenant’s exclusive use, and consisting of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Tenant’s communication equipment and improvements might be located, operated or maintained (the “**Primary RAD Space**”). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which Tenant’s communication equipment is located. The location of the Primary RAD Space is identified in Exhibit 1. At any time during the Term of this Agreement, with prior written Landlord approval (which shall not be unreasonably withheld, conditioned or delayed) Tenant may use limited portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Tenant’s improvements and equipment that extend outside the Primary RAD Space (the “**Extended Primary RAD Space**”), subject to Tenant’s confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(c) Those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant’s utility providers) are located between the Ground Space or any Incremental Ground Space (as hereinafter defined) and the Primary RAD Space or any Additional RAD Space and between the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Ground Space and Primary RAD Space; and between Tenant’s equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have a limited license, subject to all terms including but not limited to revocability as set forth in

N.H. RSA 231:160 et seq. to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises, provided Tenant obtains any required siting, excavation, and/or any other required permitting or approvals from Landlord and further provided Tenant provides the Landlord with adequate as-built or similar plans. The Ground Space, Primary RAD Space, and Connection Space are hereinafter collectively referred to as the “**Premises.**”

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**” or “**Communication Facilities**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use solely on account of such conceptual description. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to reasonably use Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator fueled only by propane, and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term and at no additional cost to Tenant, other than the rent owed under Section 4. Recognizing the Property is located within a public drinking water aquifer, Tenant shall be prohibited from storing any liquid fuel (not including the propane referenced above for a generator) or any type of hazardous waste or hazardous material on-site and, prior to bringing any liquid fuel or hazardous waste or material on to the Premises in connection with any type of use, Tenant shall obtain Landlord’s prior written consent (which shall not be unreasonably withheld, conditioned or delayed). With prior written notice to Landlord, Tenant may be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Landlord agrees that Tenant may, with prior written consent of Landlord (which shall not be unreasonably withheld, conditioned or delayed), use and occupy additional space on the Tower at any additional center of radiation (“**RAD Center(s)**”) (each, an “**Additional RAD**,” and the additional space that AT&T uses or occupies, the “**Additional RAD Space**”) upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Tenant’s confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Site Structure on which the Incremental Equipment is located, operated, or maintained. Tenant may also use additional ground space at the Property in increments of one square foot outside of the Ground Space, provided that such space is available or might be made available (the “**Incremental Ground**

Space"). Upon Tenant's use of any Additional RAD, Additional RAD Space, or Incremental Ground Space, such RAD or space shall be deemed part of the Premises.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, two thousand and No/100 Dollars (\$2,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In the event that Tenant uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars (\$250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In the event that Tenant uses or occupies Incremental Ground Space, Rent shall be increased by one dollar and No/100 Dollars (\$1.00) per month per square foot of space (the "**Incremental Ground Space Rent**"). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(d) In the event that Tenant uses or occupies any Additional RAD Space and (i) Tenant has used all of the Allowed Wind Load Surface Area, (ii) structural modifications are required because Tenant's use or occupancy of the Additional RAD Space causes the Tower to exceed the maximum allowable combined stress ratio under the structural standards generally accepted within the telecommunications industry (the "**Structural Standards**"), and (iii) Tenant elects to undertake those structural modifications at Tenant's sole cost, Rent shall be increased by the amount of \$0.08 per square inch of Wind Load Surface Area that exceeds the Allowed Wind Load Surface Area (the "**Incremental Use Rent**"). Otherwise, Tenant's rent to use or occupy the Additional RAD Space shall be \$0.00. The initial amount of Incremental Use Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(e) Effective upon the anniversary of the Rent Commencement Date of this Agreement during each year of the Initial Term and each Renewal Term(s) the then current Rent shall increase by an amount equal to two percent (2%) over the total Rent payable by Tenant for the preceeding twelve (12) month period.

(f) All taxes payable under this Agreement shall be billed by Landlord in accordance with Landlord's normal property tax billing system. All other charges such as utilities shall be billed by Landlord, within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall

not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Tenant shall be responsible for obtaining all federal, state, and/or local governmental approvals (hereinafter "**Government Approvals**"). Nothing in this Agreement shall be construed as an approval, or implied approval, of the City of Dover in their capacity as a governmental entity. Nothing in this Agreement in any way relieves the Tenant of compliance with applicable law, including Tenant's obligation to obtain any local permitting and/or code approvals necessary in connection with Tenant's planned use of the Premises. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right, at Tenant's sole cost, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. In exercising any of the foregoing rights, (i) Tenant shall not unreasonably disturb any other person's use or enjoyment of their personal property on the Property, (ii) Tenant shall obtain any necessary permit if on public property; and (iii) Tenant shall be solely responsible for any damage done and/or restoring any disturbed area to the condition it was in preceding Tenant's investigatory work performed pursuant to this subparagraph, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(d) Landlord has obtained all approvals required under the Omnipoint Lease required to enter into this Agreement.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant;

(e) by Landlord or Tenant for any reason expressly set forth and allowed in this Agreement; or

(f) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays the Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement

(i) by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will carry and maintain in effect such general liability policy as Tenant may deem necessary. Insurance coverage to be maintained by the Tenant shall equal the following:

(a) Commercial General Liability insurance per ISO form CG 00 01 or equivalent covering liability arising from premises, operations, personal injury, products/completed operations, and contractual liability with limits - of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the Landlord by the Tenant, as well as proof of an endorsement or policy additional insured provisions confirming the Landlord's additional insured status. The Landlord shall be included as an additional insured on the Tenant's general liability insurance policy as respects to this Agreement, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the Landlord with the same scope of coverage provided to the Tenant under the general liability policy without subjecting the Landlord to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the Landlord prior to cancellation of the policy. The Tenant shall also provide the Landlord certificates of renewal and, if requested, proof of an endorsement or policy additional insured provisions for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.

(b). Commercial Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Tenant in connection with this Lease Agreement at no cost to the Landlord. The coverage of said insurance policy shall be in the amount of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the Landlord by the Tenant. The Tenant shall also provide the Landlord certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy

(c). Tenant shall maintain Workers Compensation Insurance in compliance with the requirements of New Hampshire RSA Chapter 281-A for all of its employees as required by said law. Additionally, Tenant shall have Employers Liability coverage of One Million (\$1,000,000) per accident/ per disease, per employee/ per disease, policy limits.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency users on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Moreover, Tenant's use of the Premises shall not damage or materially interfere with the operations of Omnipoint or its successors or assigns, provided Omnipoint or its successors or assigns operates and continues to operate within their respective frequencies and in accordance with all applicable laws and regulations. Should Tenant's use of the Premises at any point unreasonably interfere with the Landlord's existing radio frequency uses on the Property or with the existing operations of Omnipoint (or Omnipoint's successors or assigns), then Tenant may, at Tenants' sole expense, attempt to remedy said interference to Landlord's reasonable satisfaction. , failing which Landlord shall have the option to terminate this Agreement by giving Tenant ninety (90) days prior written notice and subject to the provisions of Section 15. Landlord's termination of this Agreement pursuant to this provision shall be without further obligation of Landlord and without any recourse by Tenant.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Other than the use and rights of the Landlord and Omnipoint set forth in Paragraph 8(a) above for their existing equipment, operations, radio frequency users and frequencies, Landlord will not otherwise, nor will

Landlord permit its employees, tenants (including but not limited to Omnipoint), licensees, invitees, agents or independent contractors to otherwise undertake any new activity or use that interferes in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement (“**New Interference**”). Landlord will cause such New Interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such New Interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing the New Interference (except for intermittent testing to determine the cause of such interference) until the New Interference has been corrected.

(d) For the purposes of this Agreement, “interference” may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim) directly resulting or arising directly from the (i) installation, use, maintenance, repair or removal of the Communication Facility, or (ii) the negligence of the Tenant, its employees, contractors, or agents or (iii) Tenant’s breach of any provision of this Agreement, , except to the extent attributable to the negligent or intentional act or omission of Landlord, employees, invitees, or agents or independent contractors.

(b) Subject to the limitations and exclusions set forth in N.H. RSA chapter 507-B and those limitations and exclusions relating to the City’s governmental risk pooling indemnity or insurance, Landlord agrees to indemnify and hold Tenant harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim arising directly from the actions or failure to act of Landlord, its employees, invitees, agents, or Landlord’s breach of any provision of this Agreement (subject to the limitation on liability set forth in Section 24(c) below), except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, or agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple and solely owns the Tower, subject to the terms of the Omnipoint Lease; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant’s Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord’s execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will, if acceptable to Landlord’s lender or lienholder, provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by

Landlord and the holder of such security interest, which may be substantially in the form attached hereto as **Exhibit 10(b)** if acceptable to the Landlord's lienholder and/or lender.

11. **ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, that to the best of Landlord's knowledge and belief after reasonable investigation (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, Tenant reasonably determines in good faith, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** Except in the case of an extreme weather-related event (e.g., snow storm) that may require City road maintenance or emergency response personnel to first address other priorities or tasks, at all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, subject to the requirement of prior notice given to Omnipoint as set forth in Paragraph 1 of the Omnipoint Lease. Such required notice shall be provided to Omnipoint in redacted form, as provided in the Omnipoint Lease. Any change in Omnipoint's notice is Landlord's responsibility to provide to Tenant and Tenant shall not be liable if it provides notice to an outdated contact. Landlord grants to Tenant a license on the same terms as this Agreement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Landlord shall execute a letter granting Tenant Access to the Property

Commented [DW1]: AT&T agrees however requires the lease is in redacted form, with financial details removed. We are happy to provide a redacted executed copy when the time is right.

Commented [WJ2R1]: Are "financial details" the price? I ask because the City is subject to a public records law that would make that information public. It would be public when the lease goes to City Council for approval/authorization.

Commented [RC3R1]: Correct, as a policy my client will not directly share financial information (base rent, escalation rates and holdover rates) with competitors. We understand it will all go public, we just can't hand those sensitive details over easily. That said, if Omnipoint were to dig through public record we understand they could find that information

substantially consistent with this Agreement and in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default, subject to the limitation on liability set forth below in Section 24(c) below. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will, at Tenant's sole cost, repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord, and Tenant shall be solely responsible for Landlord's costs incurred in connection with removing same. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord or Landlord's agent/designee will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Notwithstanding the foregoing, in the event of a structural problem with the Tower that would necessitate substantial expenditure on the part of the Landlord, Landlord may, at its option and with at least one hundred eighty (180) days prior written notice, terminate this Agreement without further obligation of the Landlord or recourse by the Tenant. Tenant reserves the right to install a Temporary Tower while any structural issues are resolved either by Landlord or Tenant. Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "Allowed Wind Load Surface Area"). "Wind Load Surface Area" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Tenant shall be responsible for the costs of all structural modifications to the Tower as related to its installation or future upgrades, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication

Commented [DW4]: In the event there is a structural problem, would Dover be open to the installation of a temporary tower while structural modifications are completed. Further, would ATT be able to offer recourse such as a financial contribution towards modifications or tower replacement to avoid losing the site altogether?

Commented [WJ5R4]: Leave it in and I will check with City staff internally to see if it is problematic.

Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications to comply with the Structural Standards, Tenant may, at the discretion of the Landlord and only with Landlord's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), undertake and pay, at Tenant's sole cost, for the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Tower modification costs to support the future installations of new tenants or Omnipoint or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant a license over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable, license evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent or taxes in accordance with Section 21 if such Rent or tax remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; (ii) Tenant's failure to pay all taxes when due in accordance with Section 21; or (iii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: NH4105; Cell Site Name: NSB at Dover (NH)
Fixed Asset #: 12676455
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: NH4105; Cell Site Name: NSB at Dover (NH)
Fixed Asset #: 12676455
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: City of Dover (Attn: City Manager)
288 Central Avenue
Dover NH, 03820

With a copy to: City of Dover (Attn: City Attorney)
288 Central Avenue
Dover NH, 03820

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law. Landlord consents to Tenant's right to remove all or portion of the Communication Facility from time to time at Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Pursuant to NH RSA 72:23, I, Tenant shall be responsible for and agrees to pay, no later than the due date within thirty (30) days of its receipt of an invoice or tax bill from Landlord, all properly assessed current and potential real and personal property taxes on all portions of the Property, Premises, and/or Tower used by or occupied directly attributable to Tenant. Tenant is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the Tenant. Failure of the Tenant to timely pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Agreement without further obligation of Landlord and without any recourse by Tenant in accordance with the terms of Section 15 of this Agreement.

(b) Omitted

(c) Other than those taxes set forth in Sections 21(a) above, Landlord shall be responsible for all other (i) taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales,

Commented [DW6]: My Client agrees in principal but will request a final legal review before signing. No changes proposed at this time.

Commented [WJ7R6]: Understood. The new language at the end is acceptable.

use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Except as required in this Section 21 and applicable law as amended, nothing herein shall otherwise require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(d) Landlord shall issue ad valorem property tax notices to Tenant in keeping with Landlord's normal real estate taxation billing and collection method.

(e) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant with respect to the valuation of the Premises. Landlord shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(f) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(g) Any tax-related notices shall be sent to Tenant in keeping with Landlord's normal real estate taxation billing and collection method. Promptly after the Effective Date, Tenant shall provide Tenant's billing address to the taxing authority for the authority's use for tax billing or in the event the authority needs to communicate with Tenant.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Except in the event Landlord's emergency services functions requires a particular temporary or permanent use of the Property, and except for existing leases and leased spaces as of the date of this Agreement

(which may be sub-leased from time to time), Landlord agrees not to otherwise sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of new, other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant at Tenant's sole cost and in Tenant's sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, as determined reasonably and in good faith, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. (Intentionally deleted.)

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, (i) Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability; (ii) each party's liability for breach of contract and/or breach of Agreement shall be limited to the equivalent of 12 months of Rent payments at the then applicable rate due pursuant to this Agreement as liquidated damages.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv)

exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired. This Agreement shall be deemed to have been jointly drafted.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address. Landlord may also reasonably request a completed W-9 from Tenant, as deemed necessary.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees /Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including but not limited to review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may reasonably request (without cost to Landlord) from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

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

(r) **No Oil/Gas/Water/Mineral Rights:** The parties acknowledge that Landlord does not grant, lease, let or demise hereby, but expressly excepts and reserves herefrom, all rights to oil, gas, water, and mineral

in, on, or under and that might be produced or mined from the Property. No drilling or other activity shall be undertaken by Tenant on or beneath the surface of the Property, licensed area or right-of-way generally or to recover any oil, gas, water, or minerals.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

[Insert Landlord's Name]

[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____] _____
Its: [Insert Title]
Date: [Insert Date]

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____] _____
Its: [Insert Title]
Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2023, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2023 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A
Omnipoint Lease

DRAFT

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Tower Structure Lease Agreement dated [Insert Date], 2023, by and between City of Dover, a New Hampshire municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A portion of the property described in a certain real estate deed in the City of Dover, County of Strafford, recorded in the Strafford County Registry of Deeds ("SCRD"), at Book 648, Page 272, as may further be affected by deeds recorded at SCR D Book 4719, Page 52, Book 4719, Page 55, Book 4719, Page 59, and SCR D Plans #11958, #11959 and #12019.

The land with buildings thereon situated in Dover, Strafford County, State of New Hampshire known and being numbered: 271 Mast Road and identified for tax purposes as the Dover Assessor's Map H, Lot 58.

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

DRAFT

EXHIBIT 10(b)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

DRAFT

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called “**Mortgagee**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WITNESSETH:

WHEREAS, Tenant has entered into a certain Tower Structure Lease dated [Insert Date], 20 , (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the “**Mortgage**”) upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] (“**Property**”), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] (“**Mortgage**”); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: [Insert Landlord's Name]
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]]
Its: [Insert Title]
Date: [Insert Date]

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]]
Its: [Insert Title]
Date: [Insert Date]

MORTGAGEE: [Insert Mortgagee's Name] ,

By: _____
Print Name: [_____]]
Its: [Insert Title]
Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGEMENTS

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2023, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2023, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2023 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____

DRAFT

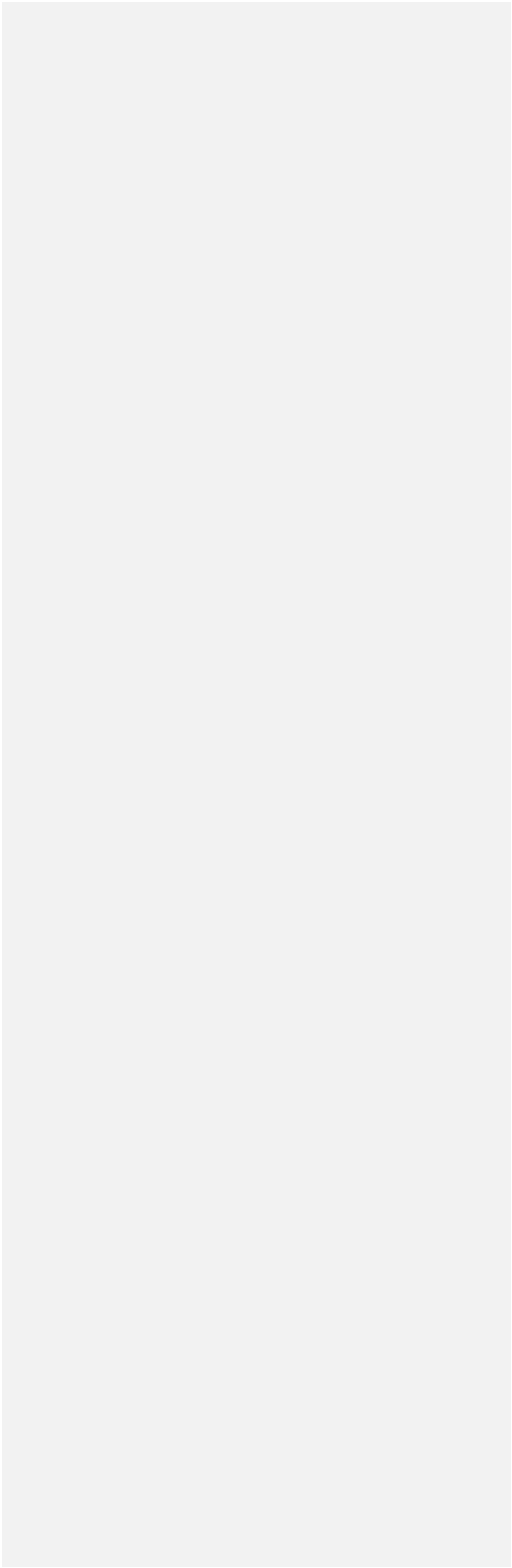


EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

A portion of the property described in a certain real estate deed in the City of Dover, County of Strafford, recorded in the Strafford County Registry of Deeds ("SCRD"), at Book 648, Page 272, as may further be affected by deeds recorded at SCR D Book 4719, Page 52, Book 4719, Page 55, Book 4719, Page 59, and SCR D Plans #11958, #11959 and #12019.

The land with buildings thereon situated in Dover, Strafford County, State of New Hampshire known and being numbered: 271 Mast Road and identified for tax purposes as the Dover Assessor's Map H, Lot 58.

The Premises is legally described as follows:

DRAFT

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

Certain detected Per- and Polyfluoroalkyl substances (“PFAS”), 1,4 Dioxane, and methyl tertiary-butyl ether (“MtBE”) detected in groundwater; may be present in soil

Commented [RB8]: Market to note this information. Has a Phase I been completed?

DRAFT

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

DRAFT

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a lease with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area, subject to the notice requirement set forth in the Agreement (except in case of emergency).

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

DRAFT

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between City of Dover, a New Hampshire municipal corporation, having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Tower Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated rights and licenses are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

LANDLORD:

City of Dover, a New Hampshire municipal corporation, [Insert Landlord's Name]
, a
[Insert Jurisdictional State, and Entity Type]

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2023, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2023 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

Commented [RB9]: Please attach Exhibit 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between City of Dover , a New Hampshire municipal corporation, , as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A portion of the property described in a certain real estate deed in the City of Dover, County of Strafford, recorded in the Strafford County Registry of Deeds ("SCRD"), at Book 648, Page 272, as may further be affected by deeds recorded at SCR D Book 4719, Page 52, Book 4719, Page 55, Book 4719, Page 59, and SCR D Plans #11958, #11959 and #12019.

The land with buildings thereon situated in Dover, Strafford County, State of New Hampshire known and being numbered: 271 Mast Road and identified for tax purposes as the Dover Assessor's Map H, Lot 58

The Premises are described and/or depicted as follows:

Commented [WJ10]: Will need ATT to provide plan showing the spaces comprising "Premises" as defined above in lease.

Commented [RC11R10]: Yes, We will include the lease exhibit with the site plan showing the "premises"

W-9 FORM

[FOLLOWS ON NEXT PAGE]

DRAFT

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irs.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

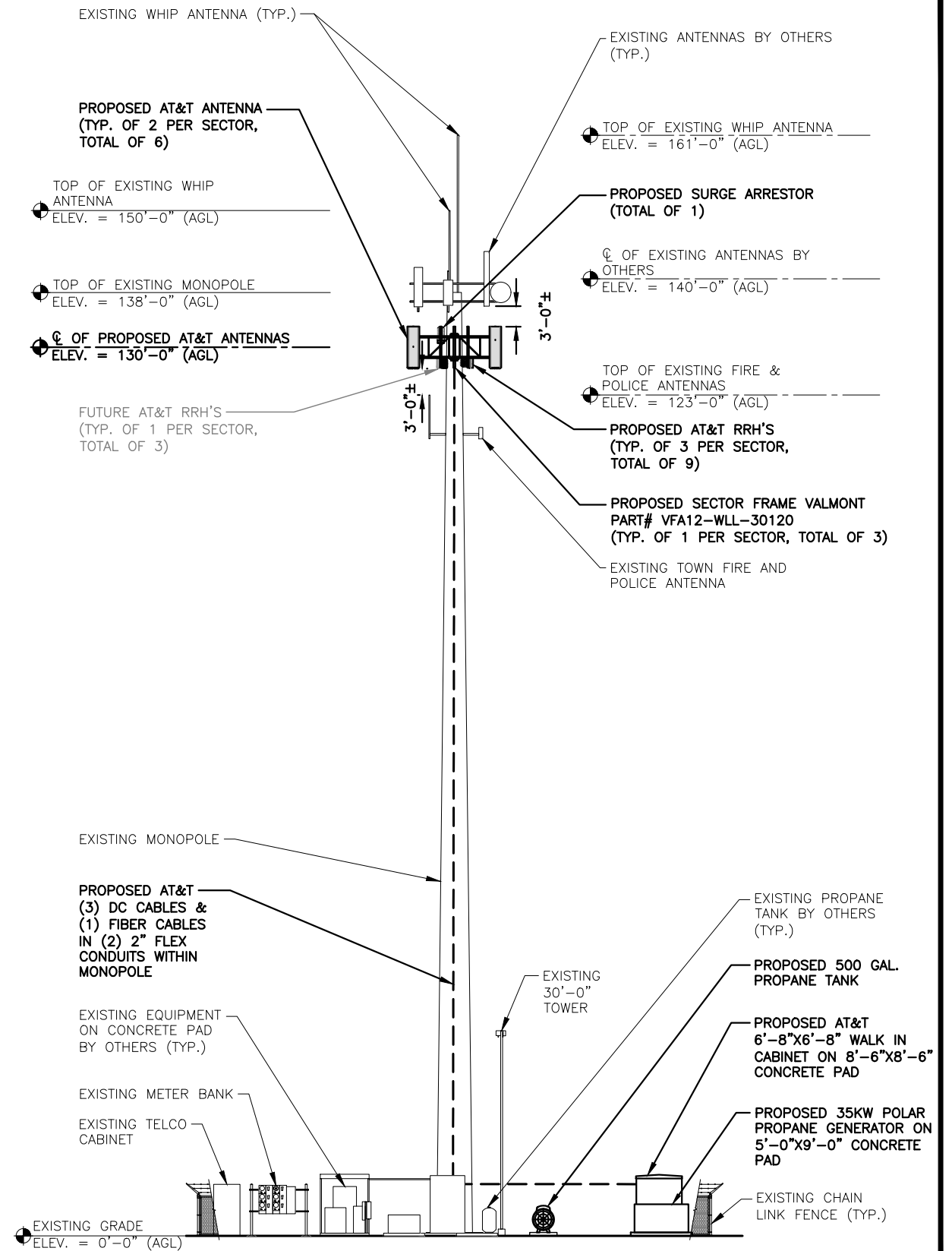
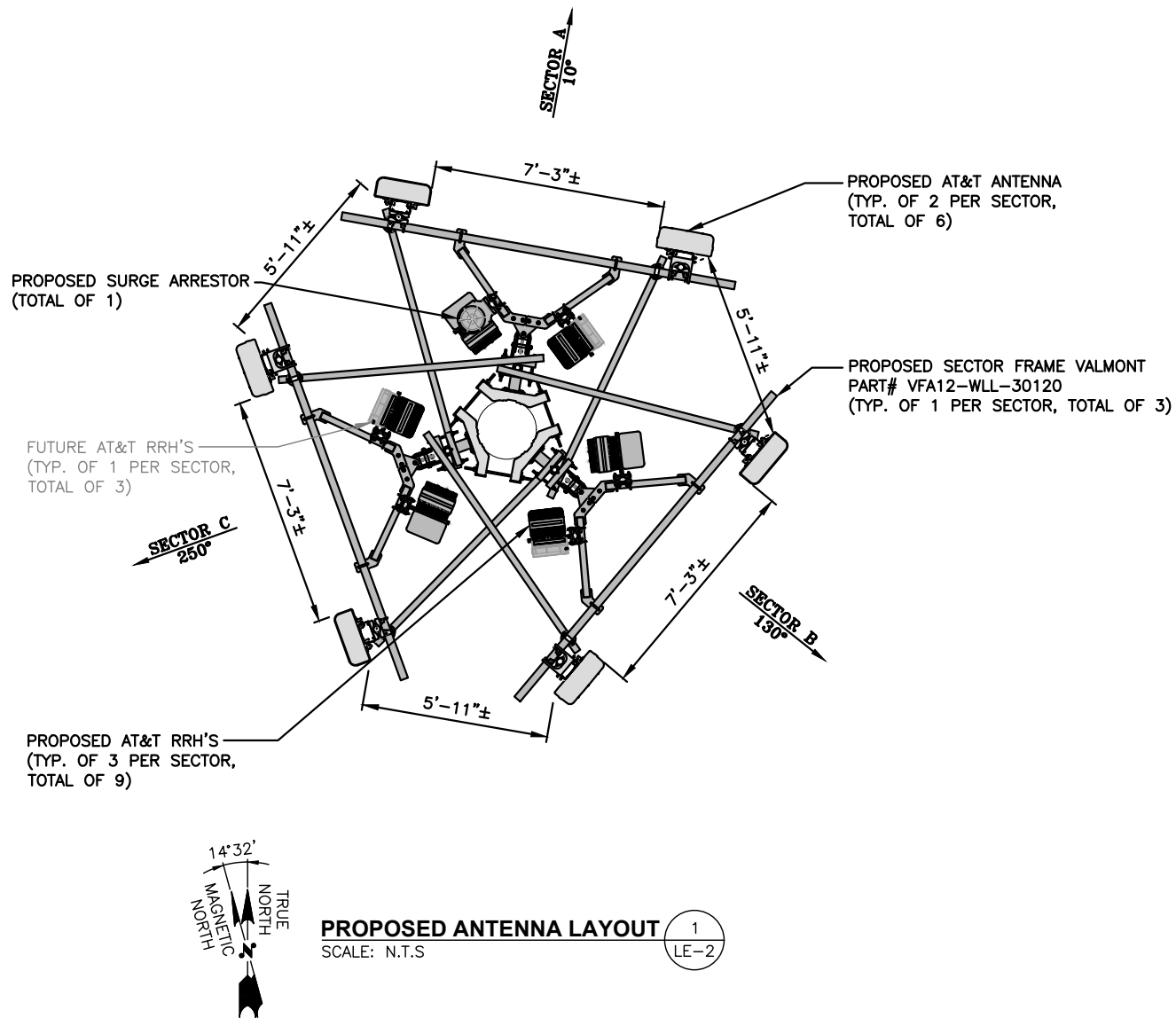
By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)			Requester's name and address (optional)
	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
	Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.			
			Social security number ____ - ____ - ____ or Employer identification number ____ - ____ - ____	
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.				
Sign Here		Signature of U.S. person ▶		
		Date ▶		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.				
Cat. No. 10231X		Form W-9 (Rev. 12-2014)		

NOTE:

REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



ELEVATION

22x34 SCALE: 3/32"=1'-0"
11x17 SCALE: 3/64"=1'-0"

2

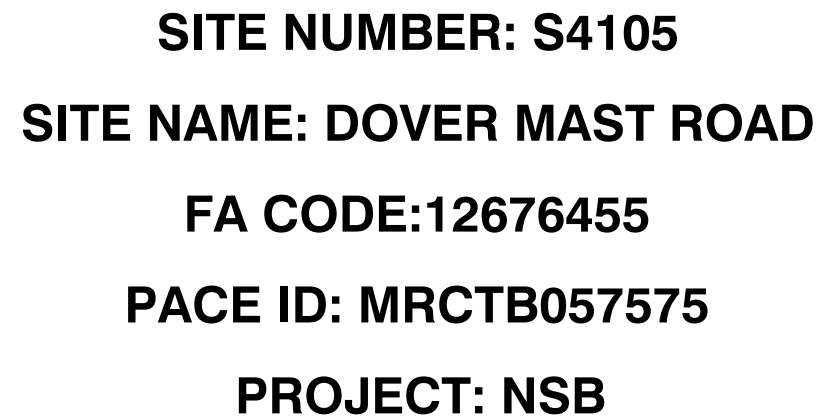
LE-2

0 5'-4" 10'-8" 21'-4" 32'-0"

NO.	DATE	REVISIONS	BY	CHK	APP'D
3	03/14/24	ISSUED FOR REVIEW	CC	JC	DPH
2	03/22/23	ISSUED FOR REVIEW	DO	JC	DPH
1	03/07/22	ISSUED FOR REVIEW	CC	JC	DPH
0	03/01/22	ISSUED FOR REVIEW	AR	JC	DPH
SCALE: AS SHOWN			DESIGNED BY: JC		
			DRAWN BY: AR		

AT&T		
ANTENNA LAYOUT & ELEVATIONS (NSB)		
SITE NUMBER	DRAWING NUMBER	REV
S4105	A-2	2

PROJECT INFORMATION	
SCOPE OF WORK:	TELECOMMUNICATIONS FACILITY (NSB A EXISTING 138'-0" A.G.L. TALL MONOPOLE. PROPOSED WALK-IN CABINET, AND GENERATOR WILL BE INSTALLED AT GRADE INSIDE A EXISTING FENCED-IN COMPOUND. PROPOSED SIX PANEL ANTENNAS AND ASSOCIATED EQUIPMENT WILL BE INSTALLED AT A HEIGHT OF 130'-0" A.G.L.):
	<u>ITEMS TO BE INSTALLED ON EXISTING MONOPOLE:</u>
	• (3) TPA65R-BU6DA-K ANTENNAS • (3) DMP65R-BU6DA-K ANTENNAS • (3) 4478 B14 RRH'S • (3) 8843 B2/B66A RRH'S • (3) 4449 B2/B12 RRH'S • (3) FUTURE 4415 B30 RRH'S • (1) DC9-48-60-24-8C-EV SURGE ARRESTORS
	<u>ITEMS TO BE INSTALLED IN EXISTING COMPOUND:</u>
	• 6'-8" X 6'-8" WALK-IN CABINET ON PROPOSED 10'-6" X 10'-6" CONCRETE PAD • (1) GPS ANTENNA MOUNTED TO WALK-IN CABINET WALL • (1) DC-12 BOX MOUNTED TO WALK-IN CABINET WALL • 30'-0" ICE BRIDGE • (1) FIBER MANAGEMENT BOX ON PROPOSED ICE BRIDGE POST • 35KW GENERAC PROPANE GENERATOR ON PROPOSED 5'-0" X 9'-0" CONCRETE PAD • UNDERGROUND PROPANE LINE TO GENERATOR • UNDERGROUND 2"Ø CONDUIT WITH POWER & FIBER RUNS
SITE ADDRESS:	271 MAST ROAD DOVER, NH 03820
APPLICANT:	AT&T 550 COCHITUATE ROAD FRAMINGHAM, MA 01701
SITE OWNER:	CITY OF DOVER 288 CENTRAL AVENUE DOVER, NH 03820
LATITUDE:	43.170806 N, 43° 10' 14.90" N
LONGITUDE:	70.899650 W, 70° 53' 58.74" W
TYPE OF SITE:	MONOPOLE/ WALK-IN CABINET
TOWER HEIGHT:	138'-0"±
RAD CENTER:	130'-0"±



VICINITY MAP

GENERAL NOTES

GET ON I-90 E, HEAD SOUTHWEST, TURN RIGHT TOWARD LEGGATT MCCALL CONN, TURN LEFT ONTO LEGGATT MCCALL CONN, CONTINUE ONTO BURR ST, TURN LEFT ONTO COCHITUATE RD, USE THE RIGHT LANE TO TAKE THE I-90 E/MASS PIKE RAMP TO BOSTON, (TOLL ROAD), TAKE I-95 N TO NH-108 S/CENTRAL AVE IN DOVER. TAKE EXIT 7 FROM NH-16 N, MERGE ONTO I-90 E, (TOLL ROAD), USE THE RIGHT 2 LANES TO TAKE EXIT 123 TOWARD I-95/PORTSMOUTH/PROVIDENCE, (TOLL ROAD), KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR I-95 N/PORTSMOUTH AND MERGE ONTO I-95 N, KEEP RIGHT AT THE FORK TO STAY ON I-95 N, FOLLOW SIGNS FOR PORTSMOUTH NH, (TOLL ROAD), ENTERING NEW HAMPSHIRE, KEEP LEFT AT THE FORK TO STAY ON I-95 N, (TOLL ROAD), TAKE EXIT 4 ON THE LEFT TO MERGE ONTO NH-16 N/US-4 W TOWARD WHITE MTS, CONTINUE ONTO NH-16 N, (TOLL ROAD), TAKE EXIT 7 FOR NH-108 S TOWARD DURHAM, (TOLL ROAD), CONTINUE ON NH-108 S TO YOUR DESTINATION, TURN LEFT ONTO NH-108 S/CENTRAL AVE, CONTINUE TO FOLLOW NH-108 S PASS BY SUBWAY (ON THE LEFT), TURN RIGHT ONTO MAST RD, TURN RIGHT, TURN LEFT, DESTINATION WILL BE ON THE RIGHT

1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE AT&T MOBILITY REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
4. CONSTRUCTION DRAWINGS ARE VALID FOR SIX MONTHS AFTER ENGINEER OF RECORD'S STAMPED AND SIGNED SUBMITTAL DATE LISTED HEREIN.

DRAWING INDEX

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GN-1	GENERAL NOTES	5
SN-1	SPECIAL INSPECTION NOTES	5
A-1	COMPOUND & EQUIPMENT PLANS	5
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UNDERGROUND SERVICE ALERT



ED FOR CONSTRUCTION	CC	JC	DPH		AT&T	
ED FOR CONSTRUCTION	MJ	JC	DPH			
ED FOR REVIEW	DO	JC	DPH			
ED FOR REVIEW	CC	JC	DPH			
ED FOR REVIEW	MJ	JC	DPH			
REVISIONS				BY	DATE	
DESIGNED BY: JC	DRAWN BY: AR		SHEET NUMBER		DRAWING NUMBER	REV
			S4105		T-1	5



271 MAST ROAD
DOVER, NH 03820
STRAFFORD COUNTY



5	03/14/24	ISSUED FOR CONSTRUCTION	CC	JC	DPH		AT&T		
4	04/11/23	ISSUED FOR CONSTRUCTION	MJ	JC	DPH				
3	03/27/23	ISSUED FOR REVIEW	DO	JC	DPH				
2	10/11/22	ISSUED FOR REVIEW	CC	JC	DPH		TITLE SHEET		
1	09/22/22	ISSUED FOR REVIEW	CC	JC	DPH		(NSB)		
NO.	DATE	REVISIONS		BY	CHK	DATE	DRAWING NUMBER	DRAWING NUMBER	REV
SCALE: AS SHOWN		DESIGNED BY: JC	DRAWN BY: AR		S4105		T-1		5

GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ), THE SITE-SPECIFIC (UL, LPI, OR NFPA) LIGHTING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81 STANDARDS) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
5. EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS AND #2 AWG STRANDED COPPER FOR OUTDOOR BTS.
6. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER ELECTRICALLY CONDUCTIVE REINFORCING STEEL MUST HAVE IT BONDED TO THE GROUND RING USING AN EXOTHERMIC WELD CONNECTION USING #2 AWG SOLID BARE TINNED COPPER GROUND WIRE, PER NEC 250.50

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR – SMARTLINK
SUBCONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
OWNER – AT&T MOBILITY
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
13. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.

14. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL BE AIR-ENTRAINED AND SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
15. ALL STRUCTURAL STEEL WORK SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS. ALL STRUCTURAL STEEL SHALL BE ASTM A36 (Fy = 36 ksi) UNLESS OTHERWISE NOTED. PIPES SHALL BE ASTM A53 TYPE E (Fy = 36 ksi). ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED. TOUCH UP ALL SCRATCHES AND OTHER MARKS IN THE FIELD AFTER STEEL IS ERECTED USING A COMPATIBLE ZINC RICH PAINT.
16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND "GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF AT&T SITES."
17. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
18. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
19. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
20. APPLICABLE BUILDING CODES:

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE: IBC 2018 WITH NEW HAMPSHIRE AMENDMENTS
ELECTRICAL CODE: REFER TO ELECTRICAL DRAWINGS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318; BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE;

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION;

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H, STRUCTURAL STANDARDS FOR STEEL

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS

AGL	ABOVE GRADE LEVEL	EQ	EQUAL	REQ	REQUIRED
AWG	AMERICAN WIRE GAUGE	GC	GENERAL CONTRACTOR	RF	RADIO FREQUENCY
BBU	BATTERY BACKUP UNIT	GRC	GALVANIZED RIGID CONDUIT	TBD	TO BE DETERMINED
BTCW	BARE TINNED SOLID COPPER WIRE	MGB	MASTER GROUND BAR	TBR	TO BE REMOVED
BGR	BURIED GROUND RING	MIN	MINIMUM	TBRR	TO BE REMOVED AND REPLACED
BTS	BASE TRANSCEIVER STATION	P	PROPOSED	TYP	TYPICAL
E	EXISTING	NTS	NOT TO SCALE	UG	UNDER GROUND
EGB	EQUIPMENT GROUND BAR	RAD	RADIATION CENTER LINE (ANTENNA)	VIF	VERIFY IN FIELD
EGR	EQUIPMENT GROUND RING	REF	REFERENCE		



SITE NUMBER: S4105
SITE NAME: DOVER MAST ROAD

271 MAST ROAD
DOVER, NH 03820
STRAFFORD COUNTY



5	03/14/24	ISSUED FOR CONSTRUCTION	CC	JC	BPH	Professional Engineer P. HAMM No. 111013 State of New Hampshire Seal	AT&T		
4	04/11/23	ISSUED FOR CONSTRUCTION	MJ	JC	DPH		GENERAL NOTES		
3	03/27/23	ISSUED FOR REVIEW	DC	JC	DPH		(NSB)		
2	10/11/22	ISSUED FOR REVIEW	CC	JC	DPH		DRAWING NUMBER		
1	09/22/22	ISSUED FOR REVIEW	MA	JC	DPH		REV		
NO.	DATE	REVISIONS	BY	CHK	APP'D		S4105	GN-1	5
SCALE: AS SHOWN		DESIGNED BY: JC		DRAWN BY: AR					

STRUCTURAL NOTES:

- DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS, INTERNATIONAL BUILDING CODE, EIA/TIA-222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA, TOWERS AND ANTENNA SUPPORTING STRUCTURES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER OF RECORD.
- DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
- STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (Fy=50 ksi), MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 UNLESS OTHERWISE INDICATED.
- STEEL PIPE SHALL CONFORM TO ASTM A500 "COLD-FORMED WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING", GRADE B, OR ASTM A53 PIPE STEEL BLACK AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL. ACTUAL OUTSIDE DIAMETER IS LARGER.
- STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X "HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS". ALL BOLTS SHALL BE 3/4" DIA UON.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT COMPLYING WITH REQUIREMENTS OF ASTM A780. GALVANIZING REPAIR PAINT SHALL HAVE 65 PERCENT ZINC BY WEIGHT, ZIRP BY DUNCAN GALVANIZING, GALVA BRIGHT PREMIUM BY CROWN OR EQUAL. THICKNESS OF APPLIED GALVANIZING REPAIR PAINT SHALL BE NOT NOT LESS THAN 4 COATS (ALLOW TIME TO DRY BETWEEN COATS) WITH A RESULTING COATING THICKNESS REQUIRED BY ASTM A123 OR A153 AS APPLICABLE.
- CONTRACTOR SHALL COMPLY WITH AWS CODE FOR PROCEDURES, APPEARANCE AND QUALITY OF WELDS, AND FOR METHODS USED IN CORRECTING WELDING. ALL WELDERS AND WELDING PROCESSES SHALL BE QUALIFIED IN ACCORDANCE WITH AWS "STANDARD QUALIFICATION PROCEDURES". ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND D.I.I. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "STEEL CONSTRUCTION MANUAL", 14TH EDITION.
- INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE MISFITTING OR NON-CONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE CONSTRUCTION MANAGER PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
- UNISTRUT SHALL BE FORMED STEEL CHANNEL STRUT FRAMING AS MANUFACTURED BY UNISTRUT CORP., WAYNE, MI OR EQUAL. STRUT MEMBERS SHALL BE 1 5/8"x1 5/8"x12GA, UNLESS OTHERWISE NOTED, AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
- EPOXY ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS. AN INTERNALLY THREADED INSERT, A SCREEN TUBE AND A EPOXY ADHESIVE. THE ANCHORING SYSTEM SHALL BE THE HILTI-HIT HY-270 AND OR HY-200 SYSTEMS (AS SPECIFIED IN DWG.) OR ENGINEERS APPROVED EQUAL.
- EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-325, GROUP II, TYPE 4, CLASS I, HILTI KWIK BOLT III OR APPROVED EQUAL. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
- WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND COORDINATE RELATED WORK WITH THE BUILDING OWNER AND THE EXISTING ROOF INSTALLER. WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT VOID THE EXISTING ROOF WARRANTY. ROOF SHALL BE WATERTIGHT.
- ALL FIBERGLASS MEMBERS USED ARE AS MANUFACTURED BY STRONGWELL COMPANY OF BRISTOL, VA 24203. ALL DESIGN CRITERIA FOR THESE MEMBERS IS BASED ON INFORMATION PROVIDED IN THE DESIGN MANUAL. ALL REQUIREMENTS PUBLISHED IN SAID MANUAL MUST BE STRICTLY ADHERED TO.
- NO MATERIALS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
- SUBCONTRACTOR SHALL FIREPROOF ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL: WHERE APPLICATION IS MADE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE INSPECTION CHECKLIST ABOVE.

THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN OF THE PROJECT ARE PERMITTED TO ACT AS THE APPROVED AGENCY AND THEIR PERSONNEL ARE PERMITTED TO ACT AS THE SPECIAL INSPECTOR FOR THE WORK DESIGNED BY THEM, PROVIDED THOSE PERSONNEL MEET THE QUALIFICATION REQUIREMENTS.

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SUBMIT A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 107.1 AS A CONDITION FOR ISSUANCE. THIS STATEMENT SHALL BE IN ACCORDANCE WITH SECTION 1705.

REPORT REQUIREMENT: SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THEY ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS SHALL BE SUBMITTED.

NOTES:

- ALL CONNECTIONS TO BE SHOP WELDED & FIELD BOLTED USING 3/4"Ø A325-X BOLTS, UNLESS OTHERWISE NOTIFIED.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED BEFORE ORDERING MATERIAL.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED PRIOR TO STEEL FABRICATION.
- VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED PRIOR TO THE INSTALLATION OF THE ROOF PLATFORM. ENGINEER OF RECORD IS TO APPROVE EXISTING CONDITIONS IN ORDER TO MOVE FORWARD.
- CENTERLINE OF PROPOSED STEEL PLATFORM SUPPORT COLUMNS TO BE CENTRALLY LOCATED OVER THE EXISTING BUILDING COLUMNS.
- EXISTING BRICK MASONRY COLUMNS/BEARING TO BE REPAIRED/REPLACED AT ALL PROPOSED PLATFORM SUPPORT POINTS. ENGINEER OF RECORD TO REVIEW AND APPROVE.

NOTES:

- REQUIRED FOR ANY NEW SHOP FABRICATED FRP OR STEEL.
- PROVIDED BY MANUFACTURER, REQUIRED IF HIGH STRENGTH BOLTS OR STEEL.
- PROVIDED BY GENERAL CONTRACTOR; PROOF OF MATERIALS.
- HIGH WIND ZONE INSPECTION CATB 120MPH OR CAT C,D 110MPH INSPECT FRAMING OF WALLS, ANCHORING, FASTENING SCHEDULE.
- ADHESIVE FOR REBAR AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308 FOR CRACKED CONCRETE AND SEISMIC APPLICATIONS. DESIGN ADHESIVE BOND STRENGTH HAS BEEN BASED ON ACI 355.4 TEMPERATURE CATEGORY B WITH INSTALLATIONS INTO DRY HOLES DRILLED USING A CARBIDE BIT INTO CRACKED CONCRETE THAT HAS CURED FOR AT LEAST 21 DAYS. ADHESIVE ANCHORS REQUIRING CERTIFIED INSTALLATIONS SHALL BE INSTALLED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER PER ACI 318-11 D.9.2.2. INSTALLATIONS REQUIRING CERTIFIED INSTALLERS SHALL BE INSPECTED PER ACI 318-11 D.8.2.4.
- AS REQUIRED; FOR ANY FIELD CHANGES TO THE ITEMS IN THIS TABLE.

SPECIAL INSPECTION CHECKLIST

BEFORE CONSTRUCTION

CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
N/A	ENGINEER OF RECORD APPROVED SHOP DRAWINGS ¹
N/A	MATERIAL SPECIFICATIONS REPORT ²
N/A	FABRICATOR NDE INSPECTION
N/A	PACKING SLIPS ³

ADDITIONAL TESTING AND INSPECTIONS:

DURING CONSTRUCTION

CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
N/A	STEEL INSPECTIONS
N/A	HIGH STRENGTH BOLT INSPECTIONS
N/A	HIGH WIND ZONE INSPECTIONS ⁴
N/A	FOUNDATION INSPECTIONS
N/A	CONCRETE COMP. STRENGTH, SLUMP TESTS AND PLACEMENT
N/A	POST INSTALLED ANCHOR VERIFICATION ⁵
N/A	GROUT VERIFICATION
N/A	CERTIFIED WELD INSPECTION
N/A	EARTHWORK: LIFT AND DENSITY
N/A	ON SITE COLD GALVANIZING VERIFICATION
N/A	GUY WIRE TENSION REPORT

ADDITIONAL TESTING AND INSPECTIONS:

AFTER CONSTRUCTION

CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	MODIFICATION INSPECTOR REDLINE OR RECORD DRAWINGS ⁶
N/A	POST INSTALLED ANCHOR PULL-OUT TESTING
REQUIRED	PHOTOGRAPHS

ADDITIONAL TESTING AND INSPECTIONS:

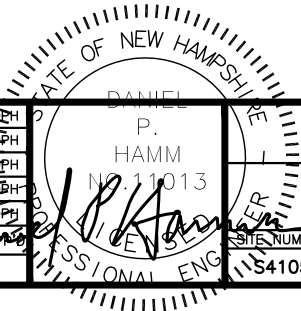


SITE NUMBER: S4105
SITE NAME: DOVER MAST ROAD

271 MAST ROAD
DOVER, NH 03820
STRAFFORD COUNTY



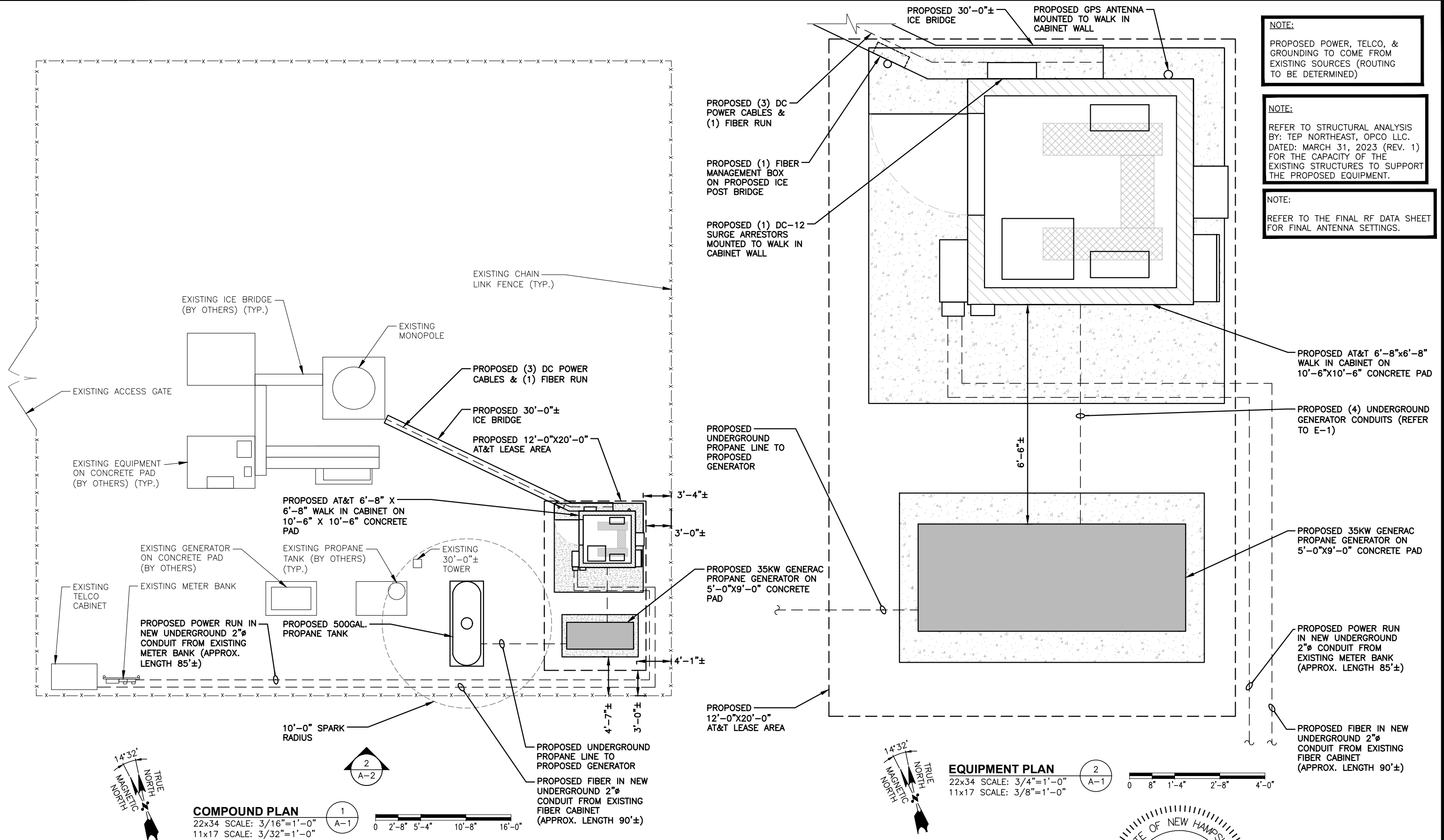
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4	04/11/23	ISSUED FOR CONSTRUCTION	MJ	JC	DPH
3	03/27/23	ISSUED FOR REVIEW	DO	JC	DPH
2	10/11/22	ISSUED FOR REVIEW	CC	JC	DPH
1	09/22/22	ISSUED FOR REVIEW	MJ	JC	DPH
NO.	DATE	REVISIONS	BY	CHK	APP
SCALE: AS SHOWN		DESIGNED BY: JC	DRAWN BY: AR		



AT&T

SPECIAL INSPECTION NOTES
(NSB)

SITE NUMBER	DRAWING NUMBER	REV
S4105	SN-1	5



NOTE:
PROPOSED POWER, TELCO, & GROUNDING TO COME FROM EXISTING SOURCES (ROUTING TO BE DETERMINED)

NOTE:
REFER TO STRUCTURAL ANALYSIS BY: TEP NORTHEAST, OPCO LLC. DATED: MARCH 31, 2023 (REV. 1) FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.

NOTE:
REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

EQUIPMENT PLAN
22x34 SCALE: 3/4"=1'-0"
11x17 SCALE: 3/8"=1'-0"

COMPOUND PLAN
22x34 SCALE: 3/16"=1'-0"
11x17 SCALE: 3/32"=1'-0"



SITE NUMBER: S4105
SITE NAME: DOVER MAST ROAD

271 MAST ROAD
DOVER, NH 03820
STRAFFORD COUNTY



5	03/14/24	ISSUED FOR CONSTRUCTION	CC	JC	DPH		AT&T			
4	04/11/23	ISSUED FOR CONSTRUCTION	MJ	JC	DPH		COMPOUND & EQUIPMENT PLANS			
3	03/27/23	ISSUED FOR REVIEW	DO	JC	DPH		(NSB)			
2	10/11/22	ISSUED FOR REVIEW	CC	JC	DPH		SITE NUMBER			
1	09/22/22	ISSUED FOR REVIEW	MJ	JC	DPH		DRAWING NUMBER			
NO.	DATE	REVISIONS		B	CC	DPH	PROFESSIONAL ENGINEER			
SCALE: AS SHOWN		DESIGNED BY: JC		DRAWN BY: AR		SITE NUMBER		DRAWING NUMBER		REV
						S4105		A-1		5

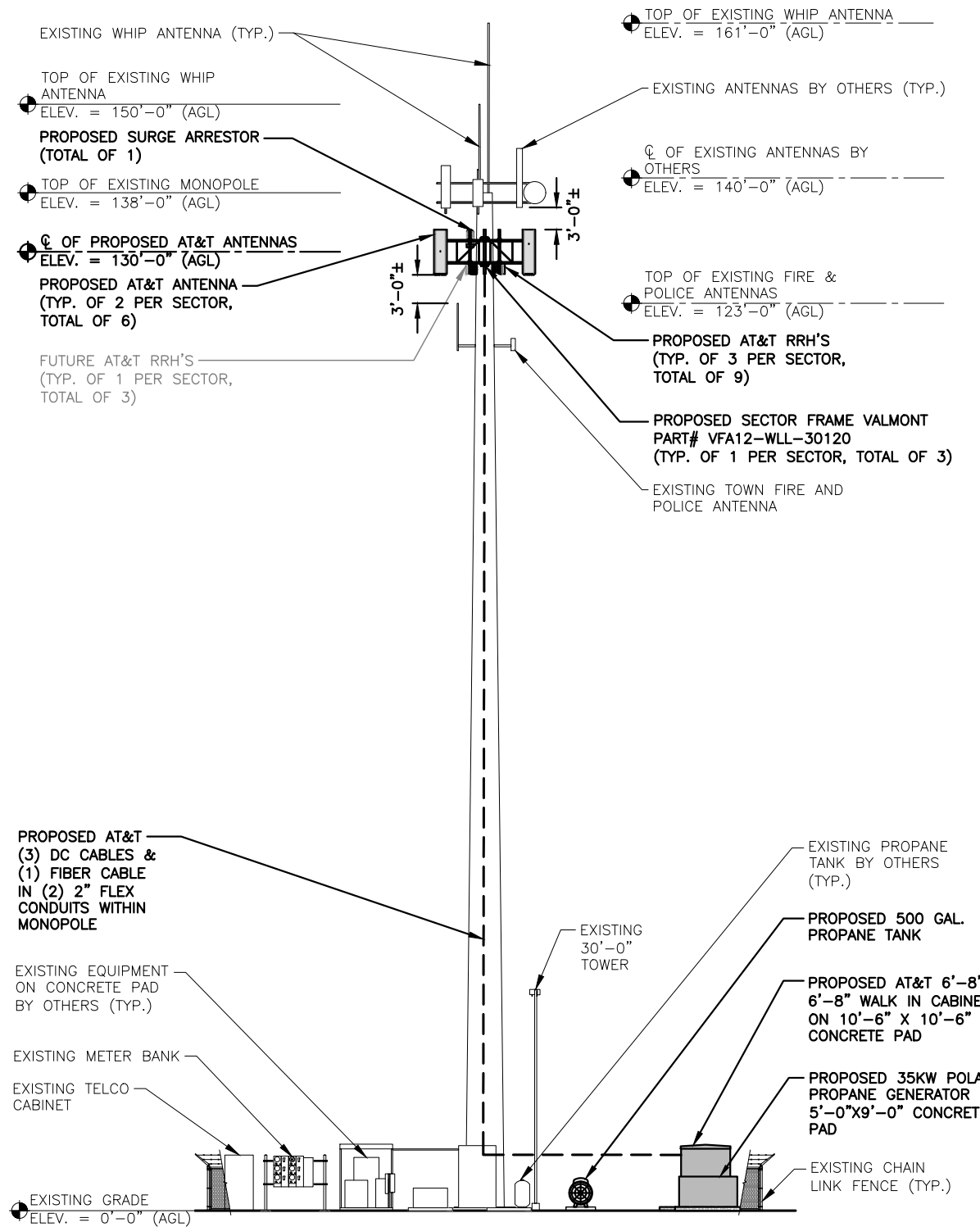
AN ANALYSIS FOR THE CAPACITY OF
THE EXISTING **ANTENNA MOUNT** TO
SUPPORT THE PROPOSED LOADING
HAS BEEN COMPLETED BY:
TEP NORTHEAST, OPCO LLC.
DATED: MARCH 29, 2023. (REV.1)

REFER TO THE FINAL RF DATA SHEET
FOR FINAL ANTENNA SETTINGS.

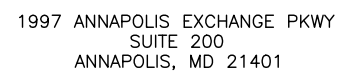
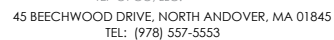
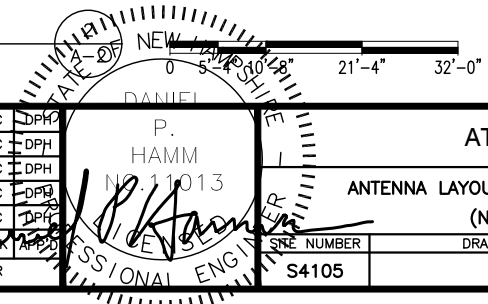
REFER TO STRUCTURAL ANALYSIS
BY: TEP NORTHEAST, OPCO LLC.
DATED: MARCH 31, 2023 (REV. 1)
FOR THE CAPACITY OF THE
EXISTING STRUCTURES TO SUPPORT
THE PROPOSED EQUIPMENT.



SCALE: N.T.S



22x34 SCALE: 3/32"=1'-0"
11x17 SCALE: 3/64"=1'-0"



271 MAST ROAD
DOVER, NH 03820
STRAFFORD COUNTY



5	03/14/24	ISSUED FOR CONSTRUCTION	CC	JC	DPH		AT&T ANTENNA LAYOUT & ELEVATIONS (NSB)
4	04/11/23	ISSUED FOR CONSTRUCTION	MJ	JC	DPH		
3	03/27/23	ISSUED FOR REVIEW	DP	JC	DPH		
2	10/11/22	ISSUED FOR REVIEW	JC	JC	DPH		
1	09/22/22	ISSUED FOR REVIEW	MJ	JC	DPH		
NO.	DATE	REVISIONS	BY	CHK	APP		
SCALE: AS SHOWN		DESIGNED BY: JC	DRAWN BY: AR			SHEET NUMBER S4105	DRAWING NUMBER A-2 REV 5

NOTE:

AN ANALYSIS FOR THE CAPACITY OF THE EXISTING ANTENNA MOUNT TO SUPPORT THE PROPOSED LOADING HAS BEEN COMPLETED BY: TEP NORTHEAST, OPCO LLC. DATED: MARCH 29, 2023. (REV.1)

NOTE:

REFER TO STRUCTURAL ANALYSIS BY: TEP NORTHEAST, OPCO LLC. DATED: MARCH 31, 2023 (REV. 1) FOR THE CAPACITY OF THE EXISTING STRUCTURES TO SUPPORT THE PROPOSED EQUIPMENT.

NOTE:

REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

NOTE:

SEE RFDS FOR RRH FREQUENCY AND MODEL NUMBER

PROPOSED RRU REFER TO THE FINAL RFDS AND CHART FOR QUANTITY, MODEL AND DIMENSIONS

NOTE:
MOUNT PER MANUFACTURER'S SPECIFICATIONS.

PROPOSED RRUS DETAIL

SCALE: N.T.S

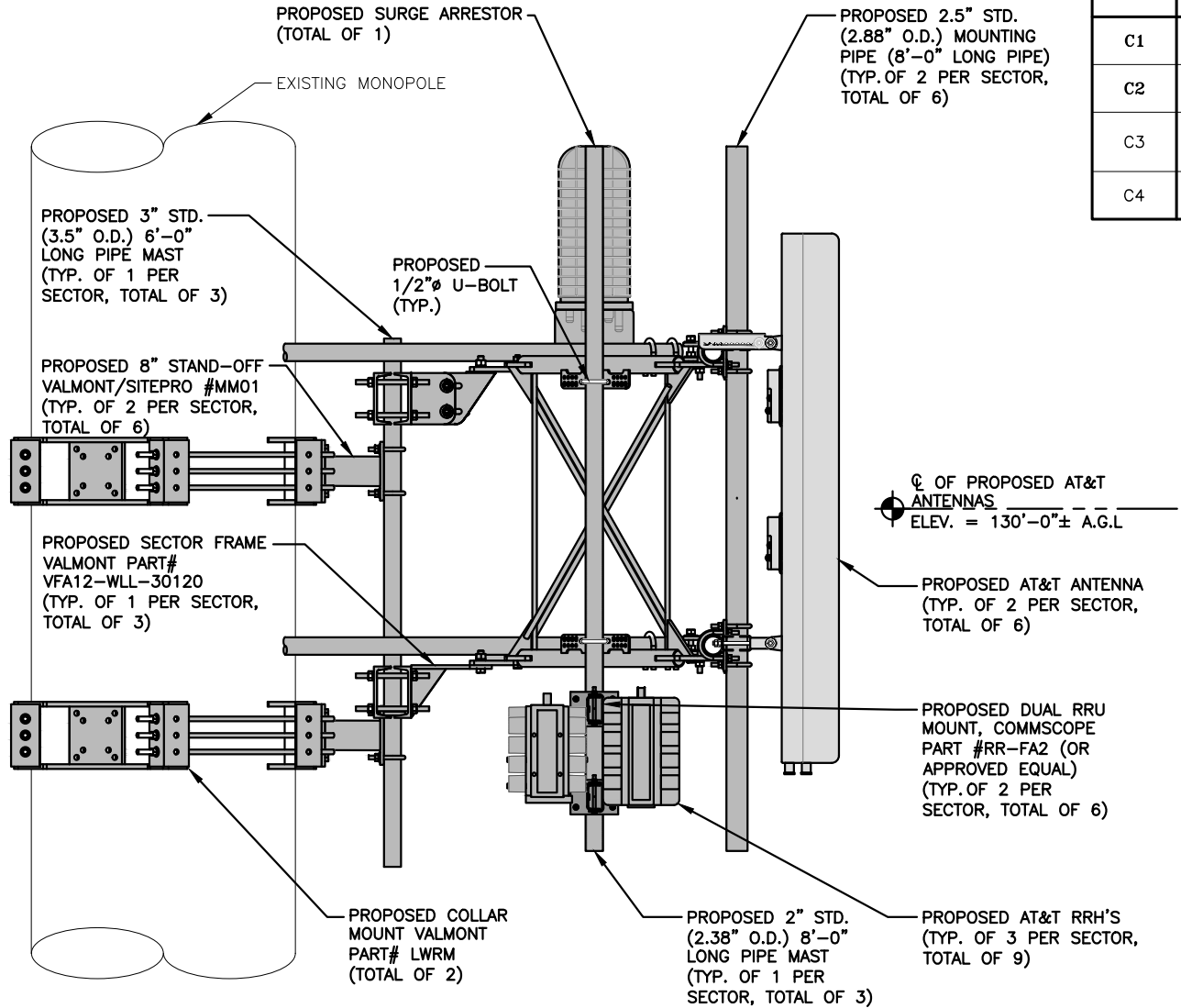
1
A-3

ANTENNA SCHEDULE											
SECTOR	EXISTING/ PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L x W x D)	ANTENNA CL HEIGHT	AZIMUTH	TMA/ DIPLEXER	RRU	SIZE (INCHES) (L x W x D)	FEEDER	RAYCAP
A1	PROPOSED	LTE B14/AWS/PCS	TPA65R-BU6DA-K	72X21X7.8	130'-0"	10°	-	(P) (1) 4478 B14 (P) (1) 8843 B2/B66A	18.1X13.4X8.3 14.9X13.2X10.9	(3) DC POWER CABLES & (1) FIBER RUN	(P) (1) RAYCAP DC9-48-60-24-8C-EV
A2	PROPOSED	LTE 700 BC/850/WCS	OPA65R-BU6DA-K	72X20.7X7.7	130'-0"	10°	-	(P) (1) 4449 B5/B12 (F) (1) 4415 B30	14.9X13.2X10.4 20.4X18.5X7.5		
A3	-	-	-	-	-	-	-	-	-		
A4	-	-	-	-	-	-	-	-	-		
B1	PROPOSED	LTE B14/AWS/PCS	TPA65R-BU6DA-K	72X21X7.8	130'-0"	130°	-	(P) (1) 4478 B14 (P) (1) 8843 B2/B66A	18.1X13.4X8.3 14.9X13.2X10.9		
B2	PROPOSED	LTE 700 BC/850/WCS	OPA65R-BU6DA-K	72X20.7X7.7	130'-0"	130°	-	(P) (1) 4449 B5/B12 (F) (1) 4415 B30	14.9X13.2X10.4 20.4X18.5X7.5		
B3	-	-	-	-	-	-	-	-	-		
B4	-	-	-	-	-	-	-	-	-		
C1	PROPOSED	LTE B14/AWS/PCS	TPA65R-BU6DA-K	72X21X7.8	130'-0"	250°	-	(P) (1) 4478 B14 (P) (1) 8843 B2/B66A	18.1X13.4X8.3 14.9X13.2X10.9		
C2	PROPOSED	LTE 700 BC/850/WCS	OPA65R-BU6DA-K	72X20.7X7.7	130'-0"	250°	-	(P) (1) 4449 B5/B12 (F) (1) 4415 B30	14.9X13.2X10.4 20.4X18.5X7.5		
C3	-	-	-	-	-	-	-	-	-		
C4	-	-	-	-	-	-	-	-	-		

FINAL ANTENNA SCHEDULE

SCALE: N.T.S

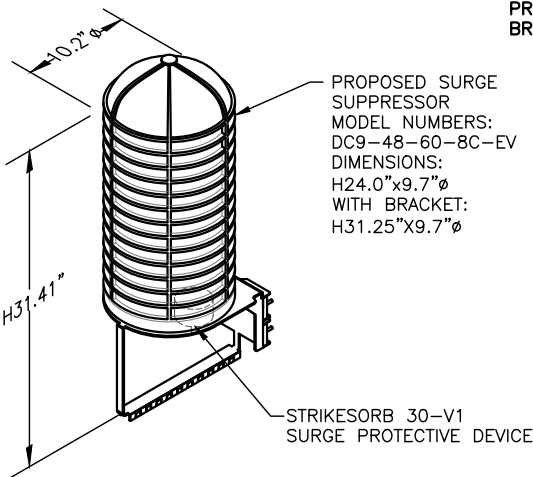
2
A-3



PROPOSED SECTOR FRAME,
ANTENNA,SURGE SUPPRESSOR
& RRH'S MOUNTING DETAIL

22x34 SCALE: 1"=1'-0"
11x17 SCALE: 1/2"=1'-0"

3
A-3

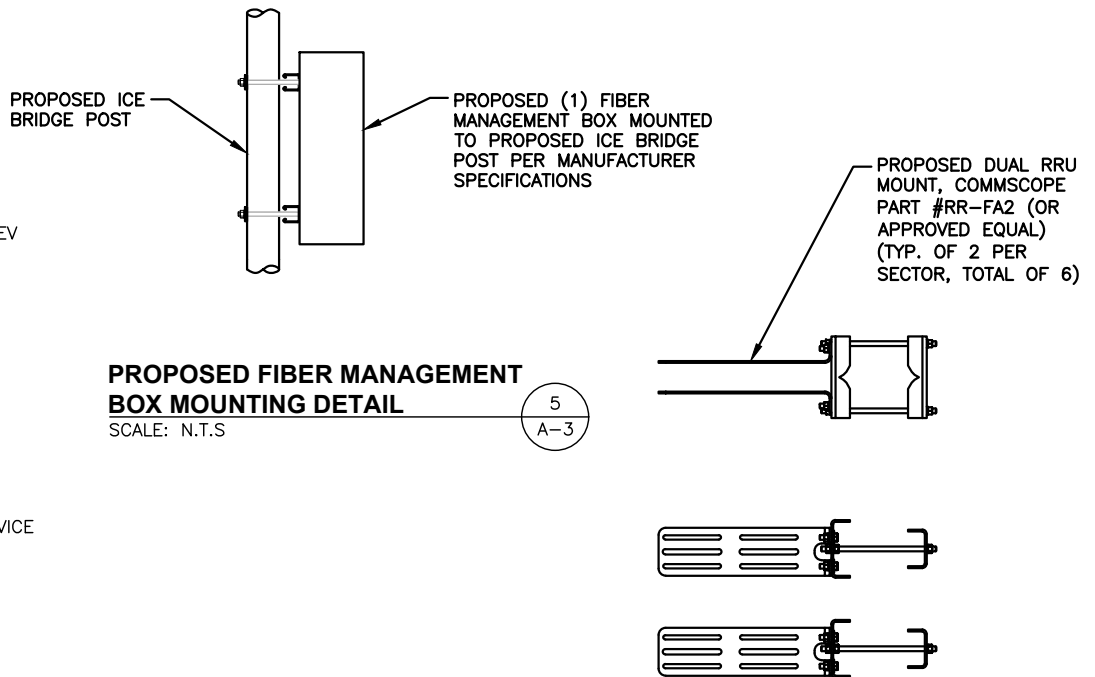


NOTE:
MOUNT PER MANUFACTURER'S SPECIFICATIONS.

DC SURGE SUPPRESSOR DETAIL

SCALE: N.T.S

4
A-3



PROPOSED FIBER MANAGEMENT
BOX MOUNTING DETAIL

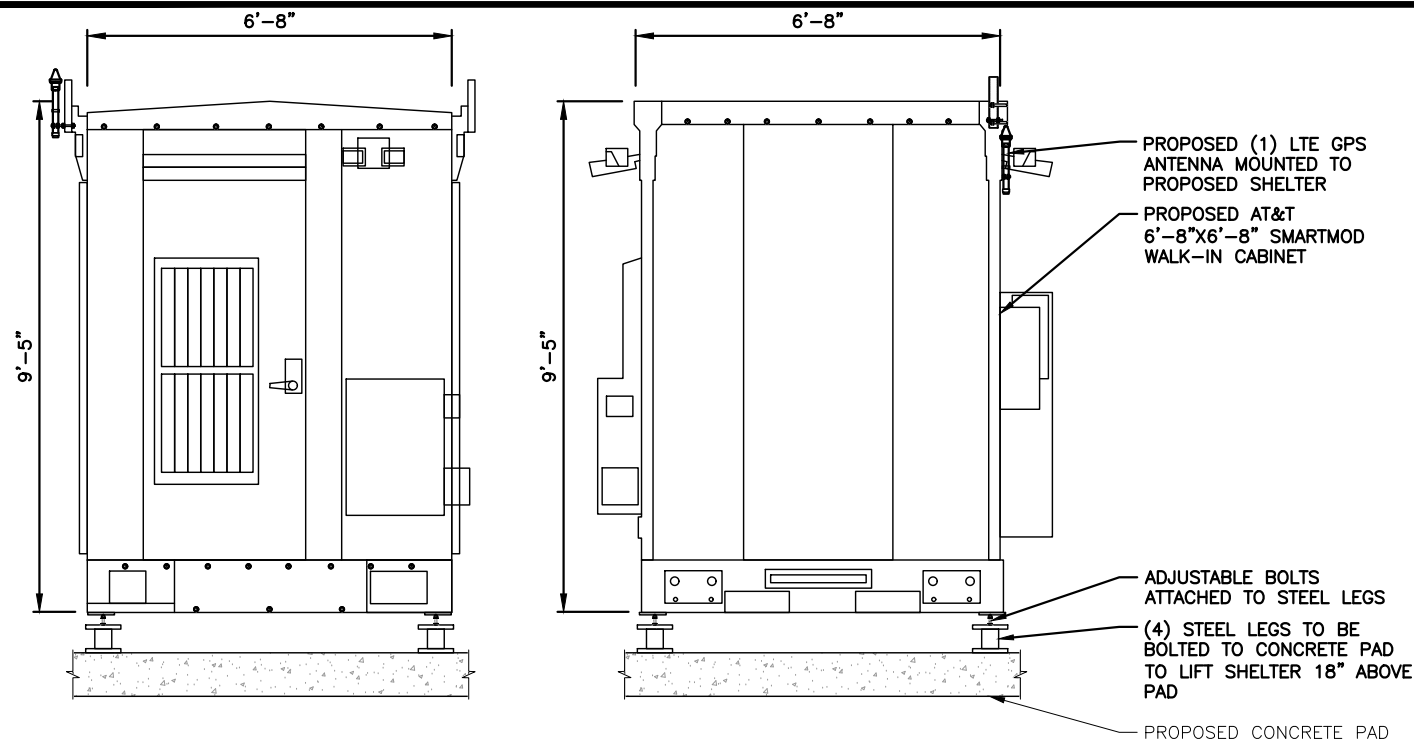
SCALE: N.T.S

5
A-3

BACK TO BACK RRU MOUNT DETAIL

SCALE: N.T.S

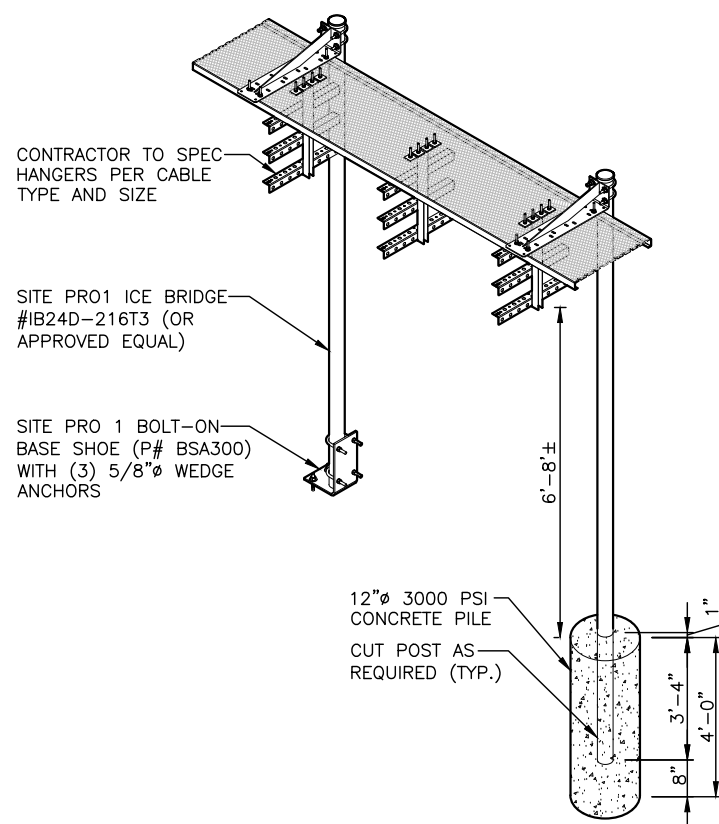
6
A-3



NOTE:
SHELTER SHALL BE MOUNTED PER
MANUFACTURER'S SPECIFICATIONS.

TYPICAL SHELTER DETAIL
SCALE: N.T.S

1
A-4



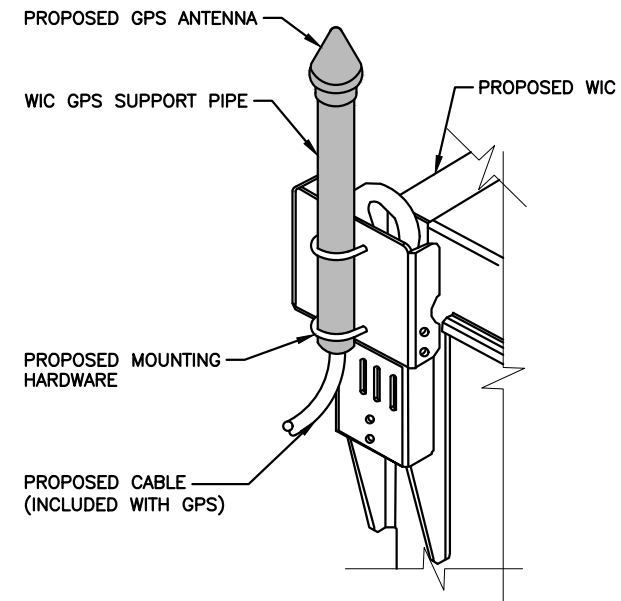
CABLE BRIDGE DETAIL
22x34 SCALE: N.T.S

3
A-4



PROPOSED 35kW PROPANE GENERAC GENERATOR
SCALE: N.T.S

4
A-4

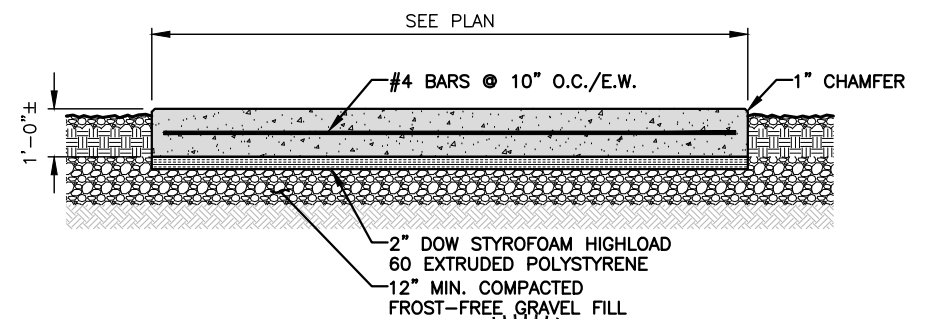


GPS MOUNTING DETAIL
N.T.S

2
A-4

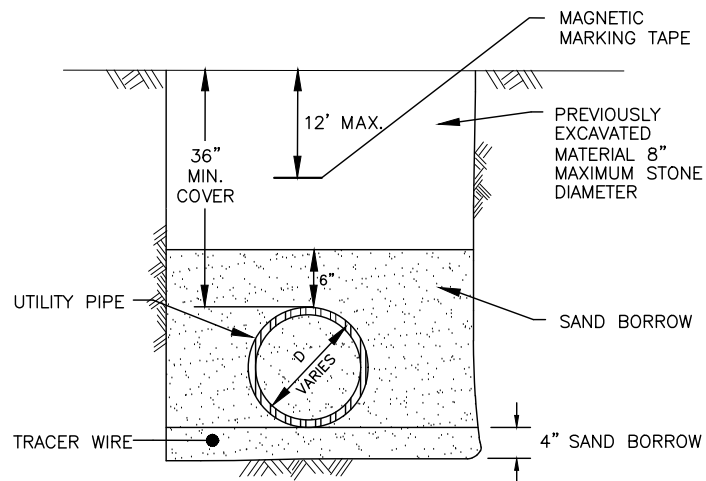
FOUNDATION NOTES & CONCRETE SPECIFICATIONS:

1. FOUNDATION AREA SHALL BE EXCAVATED TO THE DEPTH AND DIMENSIONS SHOWN ON THE PLANS. EXISTING LEDGE AND ALL OTHER EXISTING UNSUITABLE MATERIAL SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE. THE SUBGRADE SHALL BE ROLLED WITH A 1-TON, VIBRATORY, WALK-BEHIND ROLLER AT A SPEED OF LESS THAN 2 FPS, 6 PASSES MINIMUM, TO PROVIDE UNYIELDING SURFACE.
2. UNDERCUT SOFT OR "WEAVING" AREAS A MINIMUM OF 12 INCHES DEEP. BACKFILL UNDERCUT AREA WITH FILL MEETING THE SPECIFICATIONS OF STRUCTURAL FILL.
3. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (f'_c)=4000 psi. CONCRETE TO BE AIR ENTRAINED, DESIRED AIR CONTENT TO BE 6% (PLUS OR MINUS 2%)
4. REINFORCING BAR TO BE ASTM A615 GRADE 60.
5. WELDED WIRE FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A185. WIRES FOR FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A82.
6. COORDINATE WITH MANUFACTURER OF PREFABRICATED SHELTER FOR LOCATION OF ATTACHMENTS TO BASE SLAB.
7. ALL REINFORCING TO HAVE MINIMUM CONCRETE COVER PER ACI SPECIFICATIONS.
8. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO LATEST EDITION OF ACI 318 AND APPLICABLE STATE BUILDING CODE.



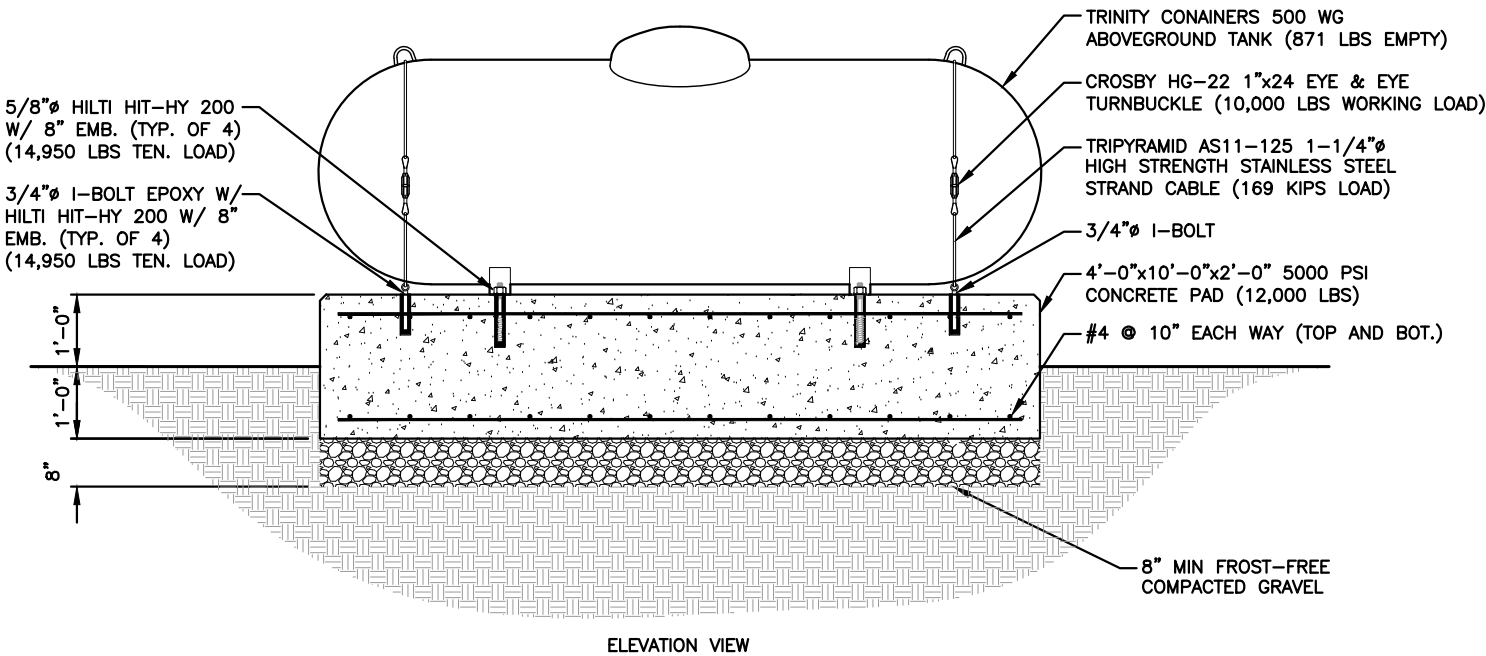
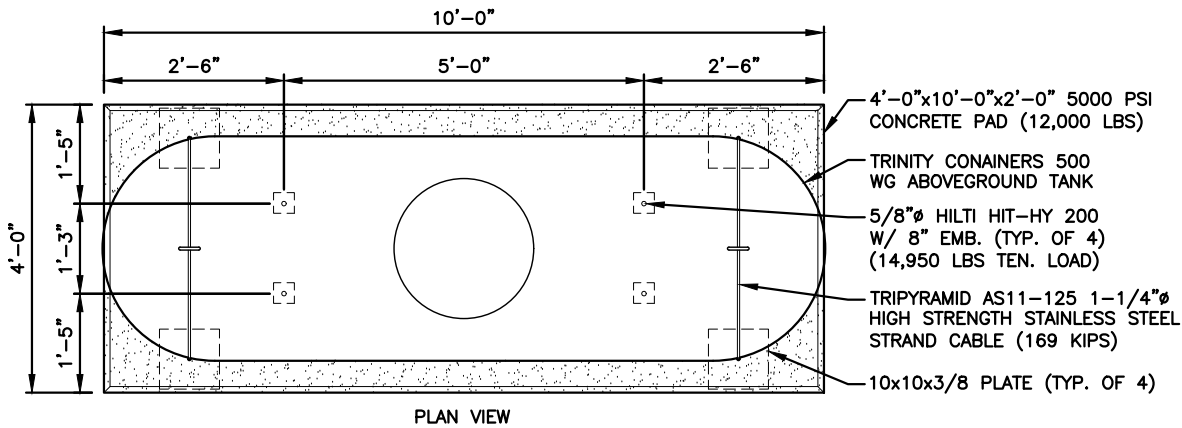
CONCRETE PAD DETAIL
22x34 SCALE: N.T.S

5
A-4



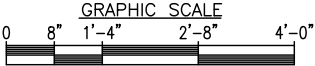
NOTES: 1 COMPACT ALL BACKFILL MATERIAL WITH VIBRATORY PLATE EQUIPMENT (MINIMUM TWO PASSES) TO A MINIMUM DENSITY OF 95 PERCENT OF THE STANDARD PROCTOR DENSITY AS DETERMINED BY ASTM D698. 2 PLACE BACKFILL MATERIALS IN MAXIMUM ONE FOOT LIFTS.

GAS PIPING TRENCH SECTION
SCALE: N.T.S.



PROPANE TANK MOUNTING
22x34 SCALE: 3/4"=1'-0"
11x17 SCALE: 3/8"=1'-0"

2
A-5

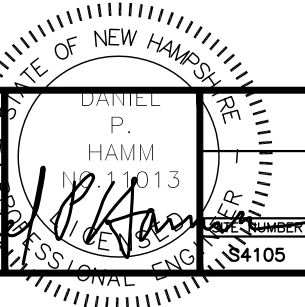


SITE NUMBER: S4105
SITE NAME: DOVER MAST ROAD

271 MAST ROAD
DOVER, NH 03820
STRAFFORD COUNTY

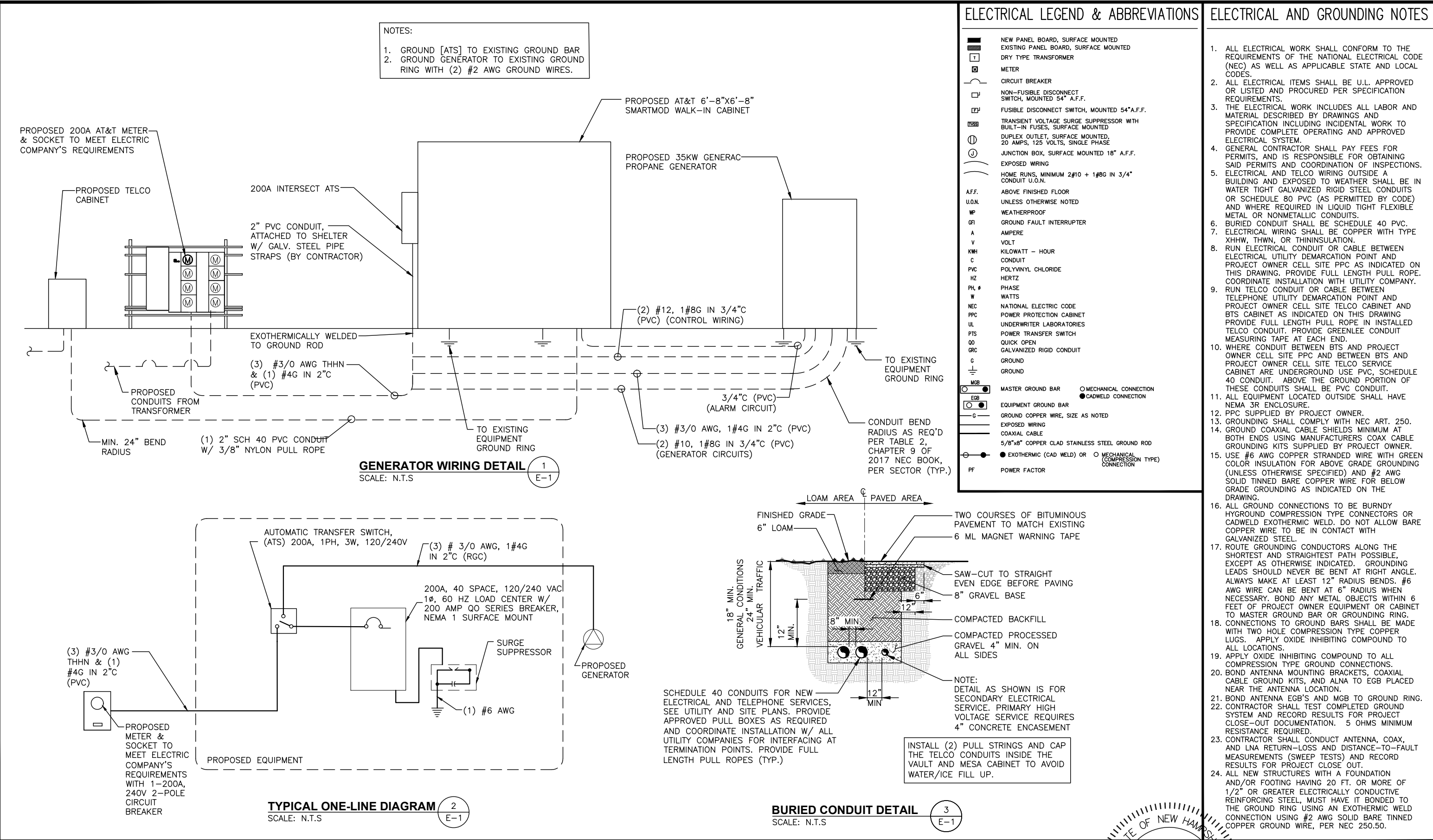


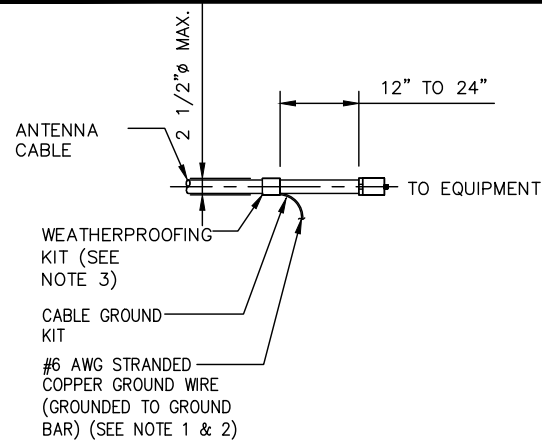
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4	04/11/23	ISSUED FOR CONSTRUCTION	MJ	JC	DPH
3	03/27/23	ISSUED FOR REVIEW	DO	JC	DPH
2	10/11/22	ISSUED FOR REVIEW	CC	JC	DPH
1	09/22/22	ISSUED FOR REVIEW	MJ	JC	DPH
NO.	DATE	REVISIONS	BY	CHKD	APPD
SCALE: AS SHOWN		DESIGNED BY: JC	DRAWN BY: AR		



AT&T
DETAILS
(NSB)

DRAWING NUMBER	REV
S4105	5





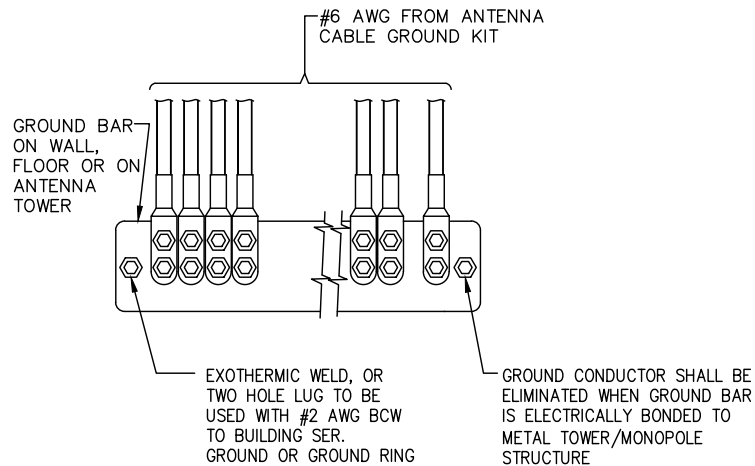
NOTES:

- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
- GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
- WEATHER PROOFING SHALL BE TWO-PART TAPE SUPPLIED WITH KIT. COLD SHRINK SHALL NOT BE USED.

CONNECTION OF CABLE GROUND KIT TO ANTENNA CABLE

SCALE: N.T.S.

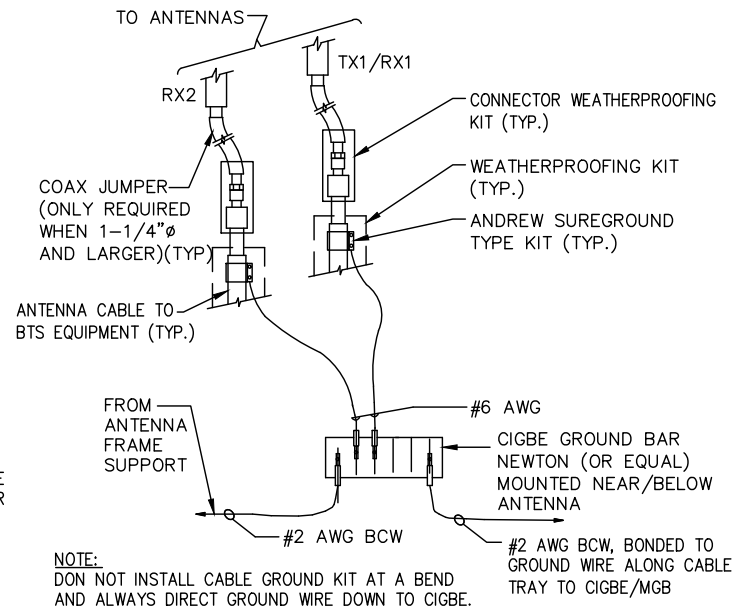
1
G-1



INSTALLATION OF GROUND WIRE TO GROUND BAR

SCALE: N.T.S.

2
G-1



INSTALLATION OF GROUND WIRE TO GROUNDING BAR TOWER

SCALE: N.T.S.

3
G-1

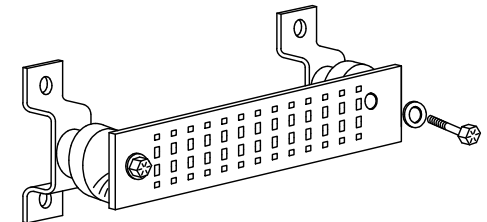
EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "P" - SURGE PRODUCERS

CABLE ENTRY PORTS (HATCH PLATES) (#2 AWG)
GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)
TELCO GROUND BAR
COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2 AWG)
+24V POWER SUPPLY RETURN BAR (#2 AWG)
-48V POWER SUPPLY RETURN BAR (#2 AWG)
RECTIFIER FRAMES.

SECTION "A" - SURGE ABSORBERS

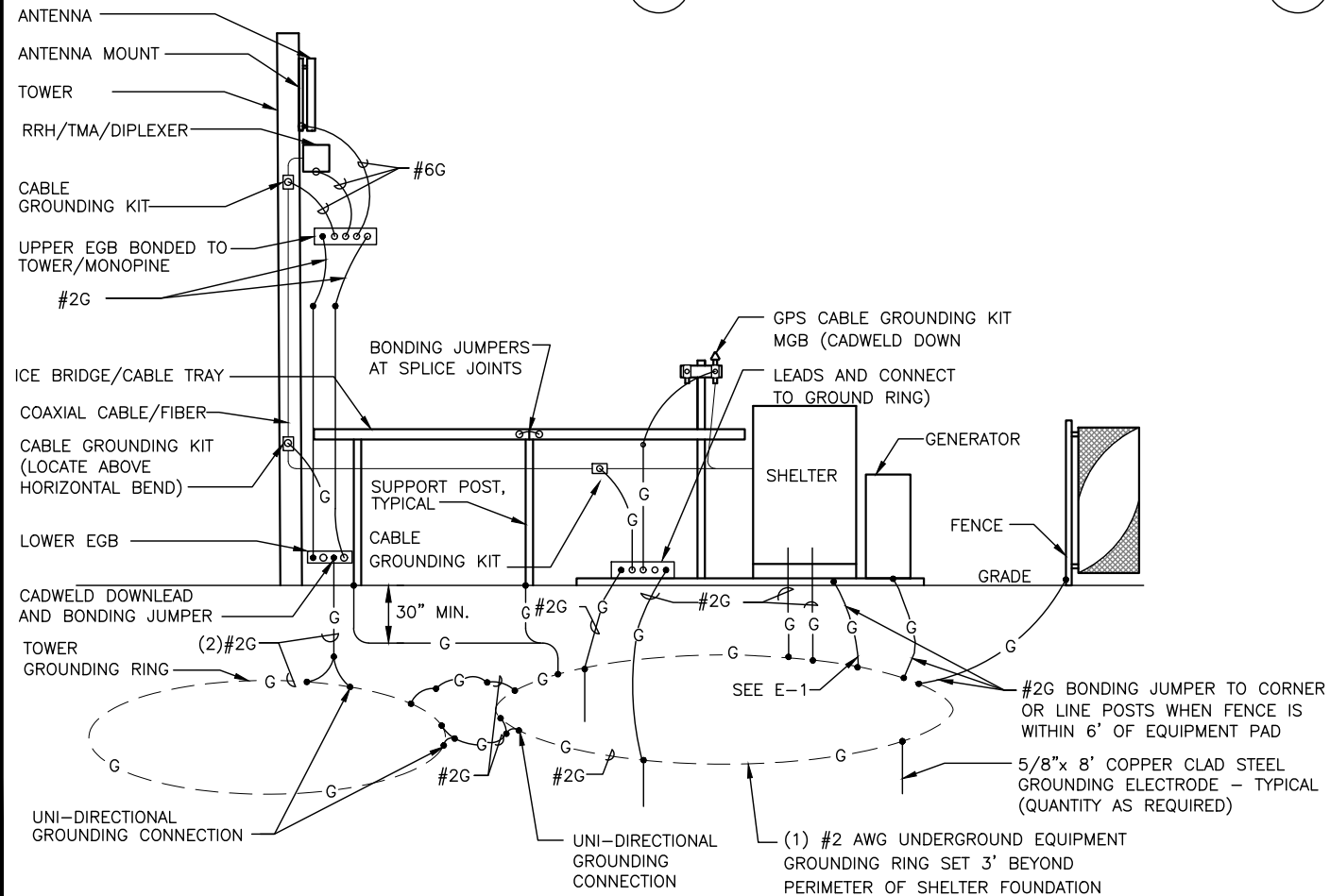
INTERIOR GROUND RING (#2 AWG)
EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2 AWG)
METALLIC COLD WATER PIPE (IF AVAILABLE) (#2 AWG)
BUILDING STEEL (IF AVAILABLE) (#2 AWG)



GROUND BAR - DETAIL

SCALE: N.T.S.

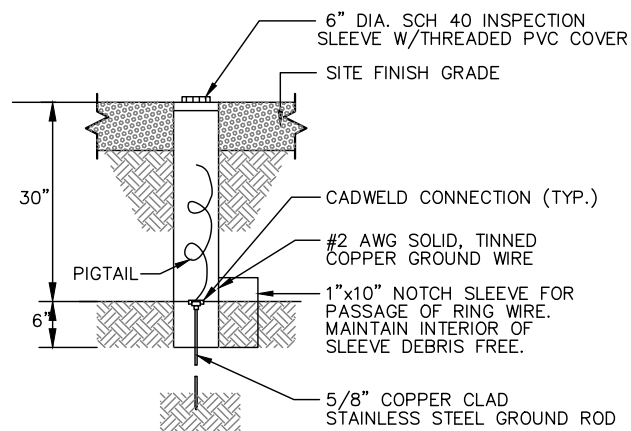
4
G-1



GROUNDING ONE-LINE DIAGRAM

SCALE: N.T.S.

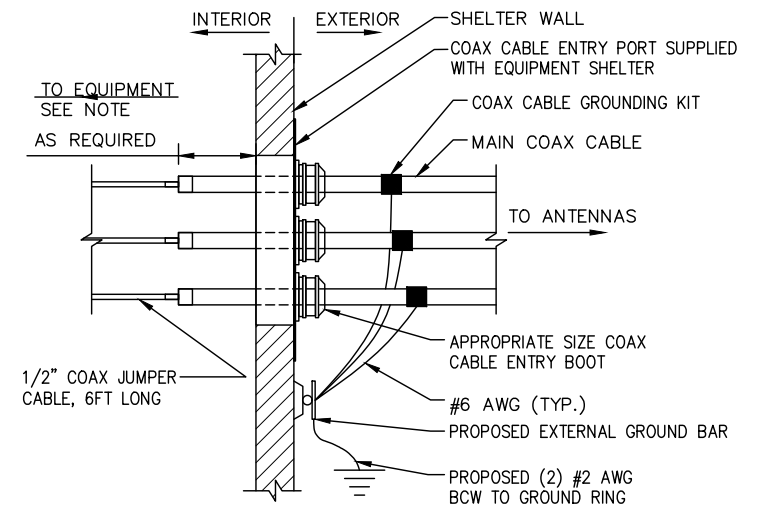
5
G-1



GROUND ROD TEST WELL DETAIL

SCALE: N.T.S.

6
G-1

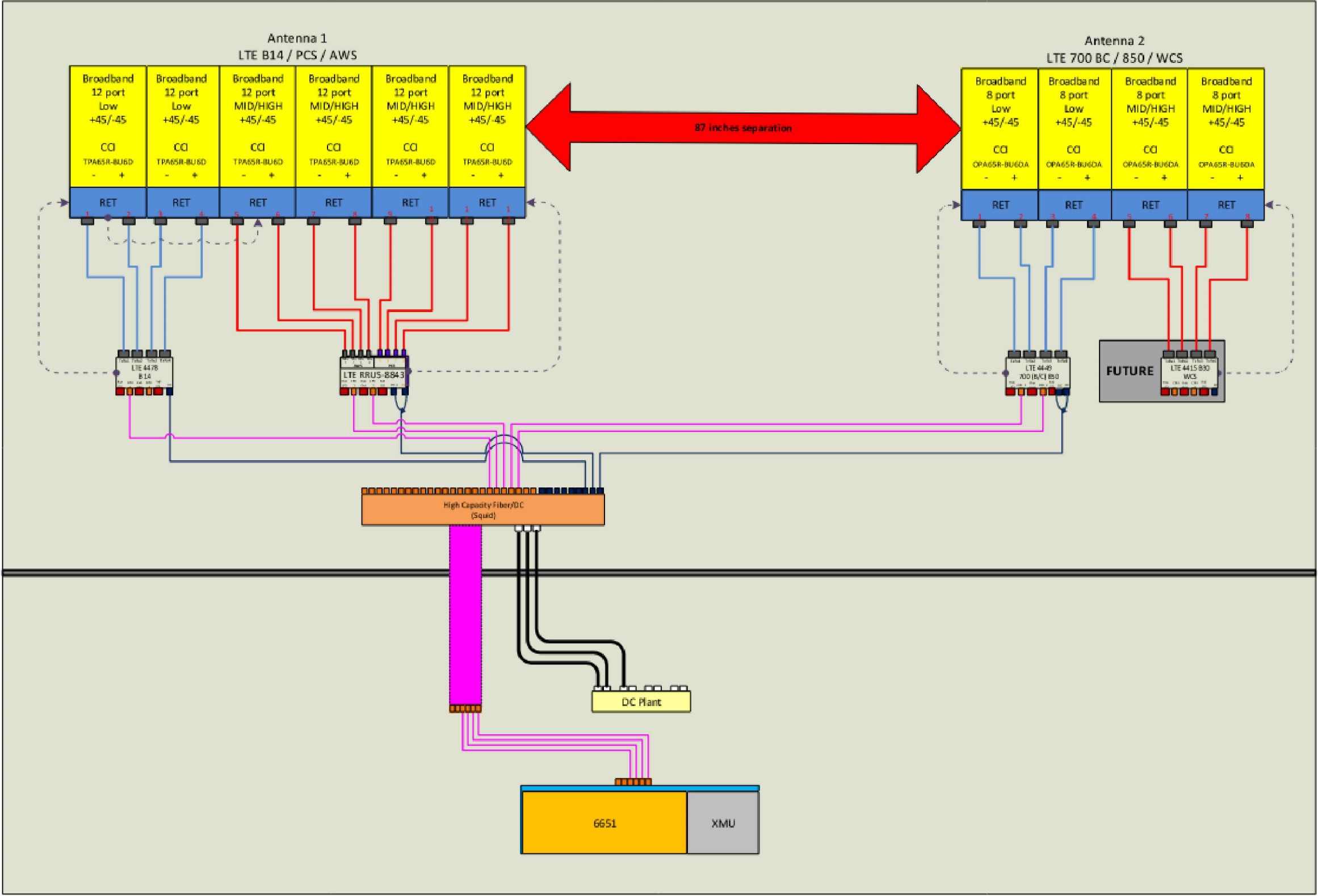


NOTE:
EXTEND MAIN COAXIAL CABLE AS CLOSE AS POSSIBLE TO BTS EQUIPMENT. MAX LENGTH OF BTS JUMPER IS 6 FT.

INSTALLATION OF GROUND WIRE TO GROUND BAR

SCALE: N.T.S.

7
G-1



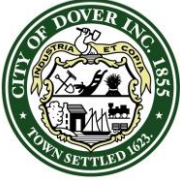
NOTE:
1. CONTRACTOR TO CONFIRM ALL PARTS.
2. INSTALL ALL EQUIPMENT TO MANUFACTURER'S RECOMMENDATIONS

NOTE:
REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

RF PLUMBING DIAGRAM 1
SCALE: N.T.S. RF-1

5	03/14/24	ISSUED FOR CONSTRUCTION	CC	JC	DPH
4	04/11/23	ISSUED FOR CONSTRUCTION	MJ	JC	DPH
3	03/27/23	ISSUED FOR REVIEW	DO	JC	DPH
2	10/11/22	ISSUED FOR REVIEW	CC	JC	DPH
1	09/22/22	ISSUED FOR REVIEW	MJ	JC	DPH
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED BY: JC	DRAWN BY: AR		

AT&T		
RF PLUMBING DIAGRAM (NSB)		
SITE NUMBER	DRAWING NUMBER	REV
S4105	RF-1	5



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2024.06.12 - 91**

Resolution Re: Acknowledgement and Acceptance of Donation of Books
from ArtsStream

WHEREAS: The City of Dover Public Library has received notice of a donation of 420 books from ArtsStream of Rollinsford NH; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b, Appropriations for Funds Made Available During Year (adopted in Resolution R-2023.02.15-029 Fiscal Year 2024 Budget Appropriations) authorization by the City Council to expend the donation for the purposes intended as needed; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b Section IIIb; unanticipated fund amounts or donation of tangible gifts (books) values less than \$10,000.00 requires only City Council approval and not public hearing; and

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

The generous donation of books from ArtsStream of Rollinsford NH is hereby acknowledged, appreciated, and accepted.

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



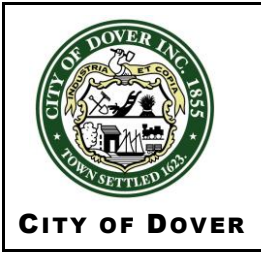
Agenda Item#: 13.A.2.

DOCUMENT HISTORY:

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

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.			

The City of Dover received a donation of 420 books by Susan Schwake titled Art For All Seasons from ArtsStream at a current book value of \$18.41 each.



CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: R – 2024.06.12 - 92

Resolution Re: Authorization to Accept and Expend Donation from Kennebunk Savings

WHEREAS: The City of Dover received a \$500.00 donation from the Kennebunk Savings to support the Dover Public Library Children’s Summer Reading Program; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b, Appropriations for Funds Made Available During Year (adopted in Resolution R-2023.02.15-029 Fiscal Year 2024 Budget Appropriations) authorization by the City Council to expend the donation for the purposes intended as needed; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b Section IIIb; unanticipated fund amounts less than \$10,000.00 requires only City Council approval and not public hearing; and

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

In accordance with NH RSA 31:95-b, the City Manager is authorized to expend the donation From Kennebunk Saving to the City of Dover, and any funding received is hereby appropriated for said purposes.

AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible purposes identified, 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 City Manager, or designee, is hereby authorized to contract with vendors 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
TBD	Library Gifts	500.00	500.00

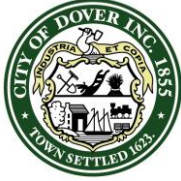
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.3.	
Resolution Number: R – 2024.06.12 - 92 Resolution Re: Authorization to Accept and Expend Donation from Kennebunk Savings		

DOCUMENT HISTORY:

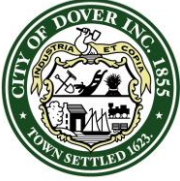
First Reading Date: _____ Approved Date: _____	Public Hearing Date: _____ Effective Date: _____
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DOCUMENT ACTIONS:

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:

The City of Dover received a \$500.00 donation from the Kennbunk Savings for the anticipated purchase of summer reading books.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2024.06.12 - 93**
Resolution Re: Authorization to Accept and Expend Donation from the Rotary Club of Dover

WHEREAS: The City of Dover received a \$1,000.00 donation from the Rotary Club of Dover NH to support the Dover Public Library Children's Summer Reading Program; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b, Appropriations for Funds Made Available During Year (adopted in Resolution R-2023.02.15-029 Fiscal Year 2024 Budget Appropriations) authorization by the City Council to expend the donation for the purposes intended as needed; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b Section IIIb; unanticipated fund amounts less than \$10,000.00 requires only City Council approval and not public hearing; and

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

In accordance with NH RSA 31:95-b, the City Manager is authorized to expend the donation from the Rotary Club to the City of Dover, and any funding received is hereby appropriated for said purposes.

AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible purposes identified, 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 City Manager, or designee, is hereby authorized to contract with vendors 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
TBD	Library Gifts	1,000.00	1,000.00

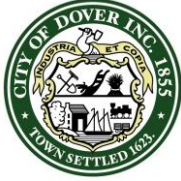
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.4.	
Resolution Number: R – 2024.06.12 - 93 Resolution Re: Authorization to Accept and Expend Donation from the Rotary Club of Dover		

DOCUMENT HISTORY:

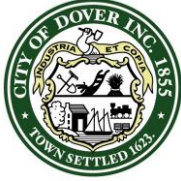
First Reading Date: Approved Date:	Public Hearing Date: Effective Date:
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DOCUMENT ACTIONS:

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:

The City of Dover received a \$1,000.00 donation from the Rotary Club of Dover NH for the anticipated purchase of summer books.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2024.06.12 - 94**

Resolution Re: B24050 Uniform Rental and Cleaning Services

WHEREAS: A Sealed (RFP) Request for Proposal B24050 was issued and received for Uniform Rental and Cleaning Services on May 15, 2024 at 2:00 pm. The city is required by several collective bargaining units to provide and clean uniforms. The RFP requested a locked in rate for 3 years with a non-appropriation of funds clause for various items of clothing, as well as shop towels and floor mats. A mandatory prebid meeting was conducted on May 1, 2024 with one vendor attending; and

WHEREAS: One bid response was received and reviewed for necessary qualifications, experience, skills, project understanding, approach and ability to comply with proposed scope of services; and

WHEREAS: The proposal providing all required information and deemed most responsive was submitted by Cintas of Manchester NH. It is the recommendation of the team to award to Cintas at unit pricing as outlined in the proposal.

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 Cintas of Manchester NH for uniform rental and cleaning services at rates provided in conjunction with Bid B24050. 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.1.300.xxxxx.4615.xxxxx	CS Clothing & Uniforms	46,008.00	46,008.00
6310.1.550.49200.4612.00000	Fleet Maint Operating Supplies	9,000.00	9,000.00
1000.1.390.45500.4615.00000	Library Clothing and Uniforms	1,020.00	1,020.00
1000.1.390.45500.4651.00000	Library Maint Supplies Buildings	7,919.00	7,919.00
xxxx.1.350.xxxxx.4615.00000	Rec Clothing & Uniforms	17,470.00	17,470.00
xxxx.1.350.xxxxx.4651.00000	Rec Maint Supplies Buildings	38,300.00	38,300.00

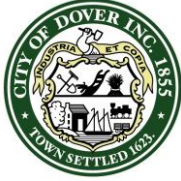
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2024.06.12 - 94**

Resolution Re: B24050 Uniform Rental and Cleaning Services

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

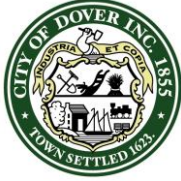
VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		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

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, NH is requesting pricing information and availability for a contract of Work Uniform/Rental and Cleaning Services to be used by the Community Services, Public Library & Recreation Departments. The City of Dover seeks enter into a Three (3) year contract contingent upon annual funding appropriations by the City Council. The anticipated contract period shall be from July 1, 2024 to June 30, 2027. The contract must have a non-appropriation of funds clause should the funds not budgeted for this particular purchase in future years.

Prior to the bid going out, another vendor had expressed interest in bidding on this service. Purchasing Agent got them set up as a new vendor and the vendor did receive the invitation to bid. Unfortunately, the vendor did not attend the mandatory pre-bid meeting so was unable to submit a proposal.

Purchasing Agent also reached out to 4 other suppliers that received the invitation to bid. One contact was no longer with a company so the invitation to be was not received. PA requested they resign up to receive future bids with a more current contact. Another supplier does not rent uniforms; only sells them. Another contact had their email addresses changed due to a buy out and signed up to receive the next bid.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2024.06.12 - 94**

Resolution Re: B24050 Uniform Rental and Cleaning Services

Bid Information:

A Sealed (RFP) Request for Proposal B24050 was issued and received for Uniform Rental and Cleaning Services on May 15, 2024 at 2:00 pm.

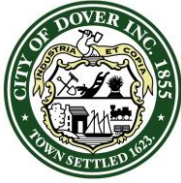
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Emailed:	34	Number of Responses:	1
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	For 3 years	Estimated Delivery:	As needed
Recommended Award to:	Cintas	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

[Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2024.06.12 - 95**

Resolution Re: B24062 Catch Basin Cleaning Services

WHEREAS: A Sealed Request for Bid #B24062 was solicited and received on May 22, 2024 at 2:00 PM for Catch Basin Cleaning Services of approximately 1,569 catch basins in the North end of the City for work to begin after July 1, 2024 and completed no later than December 31, 2024; and

WHEREAS: Two (2) bid responses were received and reviewed for necessary qualifications, experience, skills, project understanding, approach and ability to comply with proposed scope of services. It is the recommendation by the Community Services Department, to award to Wind River Environmental, dba Eastern Pipe Service, of Bow, NH at the rate of \$60.00 per basin for a total projected amount of \$94,140.00; and

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

The Purchasing Agent is hereby authorized to issue a purchase order to Wind River Environmental for Catch Basin Cleaning Services given the rates provided in conjunction with Bid #B24062 in the projected amount not to exceed \$94,140.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43155.4443.00000.00	Stormwater Rental of Equip.	146,300.00	146,300.00

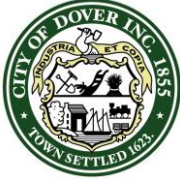
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2024.06.12 - 95**

Resolution Re: B24062 Catch Basin Cleaning Services

DOCUMENT HISTORY:

First Reading Date:

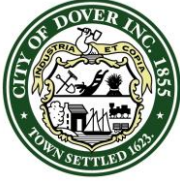
Public Hearing Date:

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 – 2024.06.12 - 95**

Resolution Re: B24062 Catch Basin Cleaning Services

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, NH has approximately 4897 catch basins in its storm water drainage system. The catch basins are divided into two sections of the city, a north end and a south end. The Community Services Department is responsible for the operation and maintenance of approximately 1,569 basins in the north end of the storm water system and 1,657 basin in the south end of the storm water system. Some of the catch basins are inaccessible via truck- mounted cleaning equipment, thus they are not included for bidding estimates. The City traditionally tackles roughly ½ of the total basins each year. Last year the City cleaned 1,659 in the south end of the city. This year's request for proposal was be for approximately 1,569 basins in the north end of the city.

The City intends to identify a qualified vendor to remove all water and debris from approximately 1,569 catch basins in the north end of city while providing a basic condition assessment for each basin cleaned.

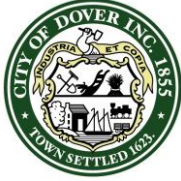
Attachment C is a map of the storm water system in the north end and indicates which structures are to be cleaned the summer of 2024. The successful vendor will be allowed to leave their equipment at the Dover Public Works Facility on Mast Road to help facilitate timely, daily operational activities, if they wish. The vendor selected will be responsible for transporting catch basin debris to the City of Dover Waste Water Treatment Plant 484 Middle Rd in Dover for proper disposal. All cleaning work is to be completed no later than December 31, 2024.

A Community Services Department employee will be assigned to the selected vendor for coordination and inspection of basins to ensure compliance with the city of Dover MS4 requirements. The City will provide the vendor with a location map. City staff will be notified immediately by the Vendor if a basin is found with a silt bag in it.

Community Services Department is making this recommendation to award Wind River Environmental, as they were the lowest bidder.

Award Information:

A purchase order will be issued to Wind River Environmental to authorize expenditures as outlined in this resolution.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

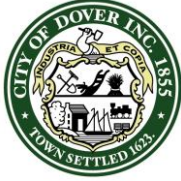
Resolution Number: **R – 2024.06.12 - 95**

Resolution Re: B24062 Catch Basin Cleaning Services

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations emailed:	101	Number of Responses:	2
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	N/A	Contract:	Yes
Prices will hold for:	December 31, 2024	Estimated Delivery:	As needed, after July 1, 2024
Recommended Award to:	Wind River Environmental	Fund:	Operating
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.

[B24062 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2024.06.12 - 96**

Resolution Re: B24063 On-Site Grinding of Municipal Brush and Tree Waste

WHEREAS: A Sealed Request for Proposal #B24063 was issued and received for on-site grinding of municipal brush and tree waste on May 29, 2024 at 2:00 PM. Contract terms will be effective July 1, 2024 with the provision of two additional, one-year extensions contingent upon satisfactory vendor performance, funding availability and mutually agreed upon negotiated rates for said subsequent years of service; and

WHEREAS: Two bid responses were received and reviewed for necessary qualifications, experience, skills, project understanding, approach and cost. The low bidder did not provide the required information in their submittal, thereby deemed a non-conforming submittal. The bid that provided the required information was submitted by The Dirt Doctors of Pembroke, NH; and

WHEREAS: It is the recommendation to accept the proposal submitted by The Dirt Doctors of Pembroke, NH for on-site grinding of municipal brush and tree waste at \$750.00 per 100-yard load.

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 The Dirt Doctors of Pembroke, NH for on-site grinding of municipal brush and tree waste at \$750.00 per 100-yard load. 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
1000.1.300.43240.4421.00000.00	Waste Disposal Services	242,360.00	242,360.00

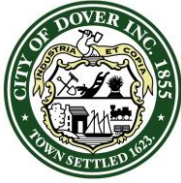
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

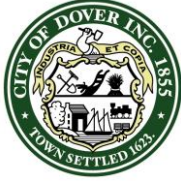
Resolution Number: **R – 2024.06.12 - 96**
Resolution Re: B24063 On-Site Grinding of Municipal Brush and Tree
Waste

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.7.

Resolution Number: **R – 2024.06.12 - 96**
Resolution Re: B24063 On-Site Grinding of Municipal Brush and Tree Waste

RESOLUTION BACKGROUND MATERIAL:

The services provide on-site grinding with the vendor providing a high-speed grinder and operator/excavator to grind accumulated brush and tree products at the Dover Recycling Center with all chips removed by the vendor at the time of grinding. The City accumulates approximately 1,200 tons of brush and tree waste on an annual basis. The pricing per 100-yard load is \$750.00 and while volumes may vary, the City estimates potential for as much as 70 to 80 loads, for a potential cost of as much as \$60,000.00.

Bid Information:

A Sealed Request for Proposal #B24063 was issued and received for on-site grinding of municipal brush and tree waste on May 29, 2024 at 2:00 PM.

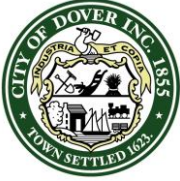
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Emailed:	96	Number of Responses:	2 (one non-compliant)
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	2021
Recommended Award to:	The Dirt Doctors	Fund:	CS-Recycling Management
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.

[B24063 Bid Documents and Vendor Lists](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2024.06.12 - 97**
Resolution Re: B24065 Dover Baseball Dugout Repairs

- WHEREAS: Sealed bid B24065 for Dover Baseball Dugout Repairs, that included a mandatory pre-bid meeting on May 9, 2024, was received on May 23, 2024 @ 2:30 p.m.; and
- WHEREAS: The City of Dover, New Hampshire wishes to undertake repairs and renovations to dugout facilities at four separate parks: Shaw's Lane, Woodman Park, Sullivan Drive and Horne Street fields, and;
- WHEREAS: One (1) bid submittal was received from Covered Bridge Outdoor Construction Corp, Manchester, NH, in the amount of \$73,700.00 and;
- WHEREAS: City staff have reviewed the lone submittal, and feel the costs are commensurate with level of repair requested, and also that in some instances, repairs are urgently required, therefore recommend proceeding with Covered Bridge Outdoor Construction Corp, Manchester, NH.

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 Covered Bridge Outdoor Construction Company, Manchester, NH for a total, not to exceed, \$73,700.00. The City Manager, or designee, is hereby authorized to contract with the vendors 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
1000.1.300.43180.4432.000000.00	F&G - Maint Chrgs/Improv	302,024.00	77,628.00

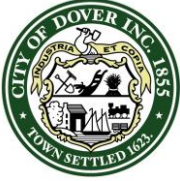
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

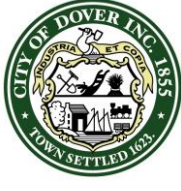
Resolution Number: **R - 2024.06.12 - 97**
Resolution Re: B24065 Dover Baseball Dugout Repairs

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.8. Resolution Number: R - 2024.06.12 - 97 Resolution Re: B24065 Dover Baseball Dugout Repairs
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RESOLUTION BACKGROUND MATERIAL:

The City of Dover has a number of recreation ballfields with dugouts constructed of wood with asphalt shingled roofs. Each field being built in different times with dugout built differently, each field has different repairs needed. All fields will require roof replacement, due to high winds at certain fields metal roofing will be required to reduce the need to constantly repair damaged shingles.

Locations are Horne Street Ballfield, Woodman Park Ballfield, Sullivan Drive Ballfield and Shaw's Lane Softball Field.

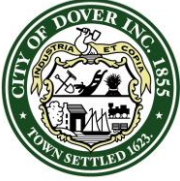
Some dugouts will require repairs of rotted lumber due to years of exposure to the elements, with rotted wood to be replaced in kind with pressure-treated dimensional lumber. At least one dug out will have to be reconstructed due to erosion around the concrete supports, and a new retaining wall will need to be constructed to reduce erosion.

Project is expected to be complete by August 31, 2024.

Purchasing Agent reached out to the 3 other vendors who attended the pre-bid meeting to request why they did not bid. One indicated that due to their current work load, they couldn't commit to our required completion date for this project. The other two did not respond to the inquiry.

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	106	Number of Responses:	1
Warranty:	Yes	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	Work to be complete by August 31, 2024
Recommended Award to:	Covered Bridge Outdoor Construction Corporation	Fund:	General
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval

[**B24065 Bid Documents**](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2024.06.12 - 98**
Resolution Re: B24066 Award of Bid to New England Vehicle Outfitters
for Public Safety Vehicle Equipment Removal and
Installation

WHEREAS: A sealed Request for Proposal #B24066 was issued and received for Public Safety Vehicle Equipment Removal and Installation on May 22, 2024 at 2:30 p.m; and

WHEREAS: The scope of work lists removal of public safety vehicle equipment and reinstall into four (4) new police vehicles with new parts and existing equipment from other police vehicles; and

WHEREAS: The city received three replies, and the offer deemed most advantageous came from the low bidder New England Vehicle Outfitters, LLC (NE-VO). The city currently utilizes this vendor for other work throughout the city. It is the recommendation to award project to NE-VO in the amount of \$45,349.00; and

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

The Purchasing Agent is hereby authorized to issue a purchase order to New England Vehicle Outfitters LLC in the amount of \$45,349.00. 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
4025.1.210.42120.4742.02152.25	Police - Light Vehicles	144,000.00	68,333.00
4022.1.210.42120.4742.02152.22	Police Cruisers	2,480.00	2,480.00

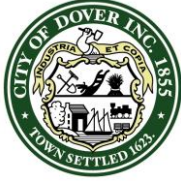
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.9. Resolution Number: R – 2024.06.12 - 98 Resolution Re: B24066 Award of Bid to New England Vehicle Outfitters for Public Safety Vehicle Equipment Removal and Installation
---	---

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:

The City of Dover Police Department has a cruiser replacement program, in which older police vehicles are replaced. This specific year will involve the replacement of three 2017 police vehicles and one 2012 vehicle with 2023 model year vehicles. This replacement plan is essential to maintain safe vehicle operation and limit maintenance costs of vehicles that are used on average 20+ hours a day. Vehicles taken off line are sold. The revenue from the sales is used to purchase smaller more fuel-efficient vehicles for other city departments in need of vehicles. Fleet Services recommends purchasing Ford Police Interceptor Utility (SUV) vehicles. Some of the equipment in the 2017 cruisers will not fit the body style changes of the 2023 vehicles, requiring the purchasing of certain new equipment.

A. Two (2) Marked Patrol Cruisers:

Will essentially be full builds including, but not limited to, equipment such as prisoner partitions, hard plastic transport seats, a rear partition divider, light bar, siren, rifle mount, and the installation of previously purchased equipment such as an in-cruiser video system, radar unit and radio.

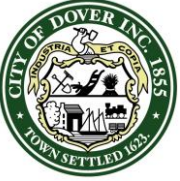
B. One (1) Marked Patrol Cruiser:

Existing equipment that can be reused will be transferred from a 2017 to a 2023 cruiser. This may include, but is not limited to a partition, radar unit, electronic printer, rifle mount and radio. Some existing equipment such as the hard plastic seat, rear partition and light bar will need to be updated and replaced.

C. One (1) Unmarked Cruiser :

This 2023 Ford Explorer will replace a 2012 Ford Fusion. This vehicle will require a center console and emergency lighting.

Document Created by: Purchasing	R-2024.06.12 B24066 Public Safety Vehicle Equipment
Document Posted on: June 7, 2024	Removal and Installation
	Page 2 of 3

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.9. Resolution Number: R – 2024.06.12 - 98 Resolution Re: B24066 Award of Bid to New England Vehicle Outfitters for Public Safety Vehicle Equipment Removal and Installation
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Bid Information:

A sealed Request for Proposal #B24066 was issued and received for Public Safety Vehicle Equipment Removal and Installation on May 22, 2024 at 2:30 p.m

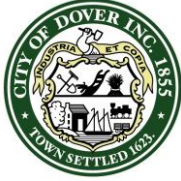
Award Information:

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:	48	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	asap
Recommended Award to:	New England Vehicle Outfitters LLC	Fund:	Police
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000

[B24066 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2024.06.12 - 99**

Resolution Re: B24068 Specialized Municipal Legal Services

WHEREAS: The City occasionally has the need to retain outside legal counsel on various types of matters; and

WHEREAS: The sealed request for proposal #B24068 was requested and received for “As Needed” Specialized Municipal Legal Services on May 23, 2024 at 2:00 p.m.; and

WHEREAS: Two (2) vendors responded with varying amounts of prior experience with the City, a wide spectrum of experience in municipal related legal issues, and varying rate structures for services rendered as needed. Rates are to hold for two (2) years unless otherwise noted beginning July 1, 2024; and

WHEREAS: The vendors submitting proposal and deemed most advantageous to the City are:

Mitchell Municipal Group, PA
Drummond Woodsum & McMahon

Laconia, NH
Manchester, 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 the above referenced vendors for as needed specialized municipal legal services at rates provided in conjunction with Bid #B24068. 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.4334.xxxxx.xx	Legal Services	110,000.00	110,000.00

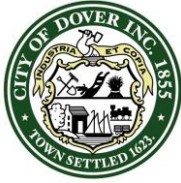
AUTHORIZATION

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.A.10.

Resolution Number: **R – 2024.06.12 - 99**

Resolution Re: B24068 Specialized Municipal Legal Services

DOCUMENT HISTORY:

First Reading Date:

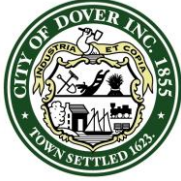
Public Hearing Date:

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.10.

Resolution Number: **R – 2024.06.12 - 99**

Resolution Re: B24068 Specialized Municipal Legal Services

RESOLUTION BACKGROUND MATERIAL:

Day-to-day legal matters impacting and or involving the City are managed by the City Attorney. Historically, the City has utilized outside specialized legal services in the areas of Environmental Law, and Labor and Employment law. In addition, limited use of outside legal services occurs in general municipal law involving matters for which the City Attorney has a conflict of interest or in matters of importance requiring a second opinion or additional assistance. Two (2) vendors responded with varying amounts of prior experience with the City, a wide spectrum of experience in municipally related legal issues, and varying rate structures for services rendered as needed.

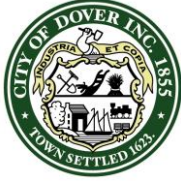
Award Information:

A purchase order(s) will be issued to the vendors selected to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations emailed:	35	Number of Responses:	2
Warranty:	N/A	Terms:	Net 30
Work Bonded:	No	Contract:	Yes
Prices will hold for:	2 Years (6/30/2026)	Estimated Delivery:	As needed
Recommended Award to:	Firms as outlined in this resolution to be used on an as-needed basis.	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.

[B24068 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2024.06.12 - 100**

Resolution Re: B24044(A) Purchase of Hook Trucks for Community Services
- Rebid

WHEREAS: A sealed Request for B24044(A) was solicited and received on May 1, 2024 @ 2:00 p.m. EST for Two (2) Hook Trucks for Community Services consisting of one single axle truck and one tandem axle truck; and

WHEREAS: Three (3) bid responses were received and reviewed for necessary specifications. The low bids deemed most advantageous were received from, O'Connor Motor Company, Augusta Maine submitted pricing for a 2025 Western Star Chassis, for the Tandem Axle Truck, at a total price of \$355,144.00 plus \$9,952.00 for extended warranties and Allegiance Trucks, Manchester, NH submitted for a 2026 International Truck, the Single Axle Truck at a total price of \$302,475.00 plus \$10,466.00 for extended warranties; and

WHEREAS: Community Services recommends the purchase from both O'Connor Motor Company and Allegiance Trucks, based on familiarity with the brand and parts as well as cost; and

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to O'Connor Motor Company of Augusta, ME for the purchase of 2025 Western Star Chassis in the amount of \$365,096.00 and Allegiance Trucks, Manchester, NH for a 2026 International Truck in the amount of \$312,941.00, both for Community Services. 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
4025.1.300.43121.4743.03110.25	Heavy Vehides	550,000.00	550,000.00
5300.1.300.43320.4743.03512.25	Water Share-Heavy Equipment	40,000.00	40,000.00
5320.1.300.43250.4743.04512.25	Sewer- Heavy Equipment	40,000.00	40,000.00
5300.1.300.43320.4743.03512.23	Water Share-Heavy Equipment	17,172.00	17,172.00
5320.1.300.43250.4743.04512.24	Sewer - Heavy Equipment	40,000.00	40,000.00

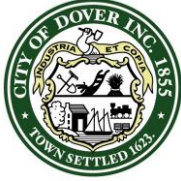
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2024.06.12 - 100**

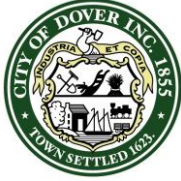
Resolution Re: B24044(A) Purchase of Hook Trucks for Community Services
- Rebid

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.1.

Resolution Number: **R – 2024.06.12 - 100**

Resolution Re: B24044(A) Purchase of Hook Trucks for Community Services
- Rebid

RESOLUTION BACKGROUND MATERIAL:

The City intends to replace two older trucks that per the Fleet Supervisor are in very rough shape. One is a 2006 International 7400, the other is a 2002 Freightliner FC70.

In purchasing new two new hook trucks, the intent is to get multi-role type of vehicles that enhance flexibility for operations staff. The trucks will be equipped with full winter plow gear, sanders, pre-wetting brine tanks, and interchangeable dump-bodies. During winter months, all large Community Services vehicles are dedicated and assigned for snow removal operations. The proposed style of hook trucks will allow for quick attachment or detachment of dump bodies. This is extremely beneficial should some type of emergency issue occur, such as a water main break, whereby unloaded dump trucks are needed to haul material either to or from a job site. Normally when an unloaded dump truck is required during winter months, operations staff have to offload sand/salt spreader, and then reload and reattach following completion of work.

The hook trucks will be able to attach regular flat-bed body, and also haul disposal containers for trash and debris. Procurement of the new trucks is consistent with targeted vehicle replacements per the City's Capital Improvements Program.

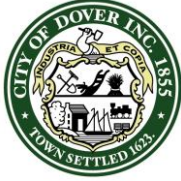
Bid Information:

A sealed Request for B24044(a) was solicited and received on 5/1/2024 @ 2:00 p.m. EST.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	255	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Upon delivery	Estimated Delivery:	First quarter of 2025
Recommended Award to:	O'Connor Motor Co. and Allegiance Trucks	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Allegiance – yes O'Connor - No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval.

[B24044\(a\) Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2024.06.12 - 101**

Resolution Re: B24059 Sewer Lining for Various City Streets

WHEREAS: Sealed Requests for Bid B24059 were issued and received for proposed 2024 Sewer Lining for Various City Streets on May 16, 2024 at 2:00 PM; and

WHEREAS: Two bid replies were received with the low bid and bid deemed most advantageous to the City being received from Green Mountain Pipeline Services, LLC of Bethel, Vermont in the amount of \$272,272. The project consists of cleaning, CCTV inspections and relining of approximately 2,760 linear feet total of either 8-inch, or 10-inch diameter gravity sanitary sewer lines; and

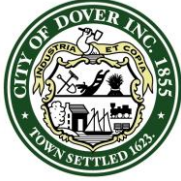
WHEREAS: It is the recommendation to award to Green Mountain Pipeline Services, LLC in the amount not to exceed \$272,272.

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 Green Mountain Pipeline Services, LLC in the amount of \$272,272. 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
5320.1.300.43250.4757.04570.16	Sewer and Infiltration	12,148.00	12,148.00
5320.1.300.43250.4757.04570.17	Sewer and Infiltration	5652.33	12.33
5320.1.300.43250.4757.04570.18	Sewer and Infiltration	56,771.04	53,140.21
5320.1.300.43250.4757.04570.19	Sewer and Infiltration	122,789.15	70,669.11
5320.1.300.43250.4757.04570.20	Sewer and Infiltration	187,137.60	187,137.60



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2024.06.12 - 101**

Resolution Re: B24059 Sewer Lining for Various City Streets

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

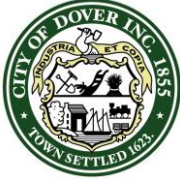
Recorded by: Jerrica Vansylyvong-
Bizier,
City Clerk

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#: 13.B.2.

Resolution Number: **R – 2024.06.12 - 101**

Resolution Re: B24059 Sewer Lining for Various City Streets

RESOLUTION BACKGROUND MATERIAL:

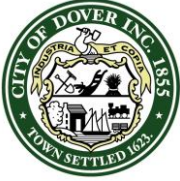
The City continues to deal with an extensive amount of I/I (inflow & infiltration) of its sanitary sewer collection system. Inflow is considered direct-connections, such as roof gutters tied into the sanitary sewer, or a storm drainage catch basin that might be interconnected. Infiltration may occur through leaks in pipes, around manhole structures, or through utility cover access hatch openings. Cracked and leaking pipes can be a significant source as groundwater actually seeps into the gravity sanitary sewer pipes. The City allocates funding each year to continuously address and reduce sources of I/I.

City Utilities staff maintain a closed-circuit camera inspection unit for investigating the internal condition of gravity sewer pipes. During routine inspections, staff identified several sewer mains along a portion of Central Avenue, in the vicinity of Oak Street that showed significant cracking, with leaching potential from groundwater. Specifically, 2,760 linear feet of gravity piping was identified for relining using a cured in place pipe (CIPP) process that allows for rehabilitation and sealing of the piping segments without requiring and roadway excavation work. The CIPP liners provide for at least a 50-year life extension on gravity pipes, that while may be subject to cracking, still maintain structural hoop-integrity as the CIPP liners help maintain shape and stability of the pipes.

The proposed CIPP liners provide for a cost-effective means to eliminate sources of I/I, and are perhaps only 1/3rd to 1/4th the cost of open-cut trench and replacement.

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	102	Number of Responses:	2
Warranty:	No	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	Work to be complete by 9/30/2024
Recommended Award to:	Green Mountain Pipeline Services	Fund:	Sewer
Other Approvals Required:	No	References Checked:	
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval

[B24065 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.06.12 - 102**
Resolution Re: Direct Purchase of Two Grundfos Dry Weather Pump
Replacements at the River Street Pump Station

WHEREAS: In 2023, the River Street Pump Station Upgrades began and was awarded to Waterline Industries based off design prepared by Wright-Pierce. At the time of design, the existing primary “dry weather” pumps were not targeted for replacement; and

WHEREAS: After experiencing station flooding issues in May 2023, staff are recommending replacement of the two primary duty pumps. The City has a price to direct-purchase two Grundfos replacement pumps that will match the layout and dimensions of current units, in the amount of \$276,825.00. This pricing reflects a large discount of the current list price of \$387,285. The City is seeking approval to accept the proposal for this identical pump direct purchase from Aqua Solutions as the sole distributor for the New England area; and

WHEREAS: Per 5-29.C Exceptions from Formal Bidding. Sole source purchased where the proposal 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 may be waived by a majority vote of the City Council.

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

The Purchasing Agent is hereby authorized to issue a purchase order to Aqua Solutions of Middleboro MA in the amount of \$276,825.00 for two Grundfos Pumps. 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
5320.1.300.43250.4741.04594.24	River St Pump Station	4,290,513.00	1,693,842.00

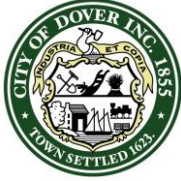
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk

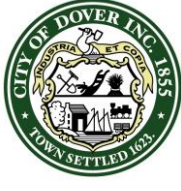
 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.3.	
Resolution Number: R – 2024.06.12 - 102 Resolution Re: Direct Purchase of Two Grundfos Dry Weather Pump Replacements at the River Street Pump Station		

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.		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.3. Resolution Number: R – 2024.06.12 - 102 Resolution Re: Direct Purchase of Two Grundfos Dry Weather Pump Replacements at the River Street Pump Station
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RESOLUTION BACKGROUND MATERIAL:

The River Street Sewer Pump Station (RPS) is undergoing a substantial renovation focusing on the building, electrical components, generator, odor-control, and SCADA upgrades. However, the rehab work was not slated to replace any of the 4, existing pumps. RPS has two high-capacity “wet-weather” pumps that are capable of pumping in excess of 15 million gallons per day. RPS also has two primary, normal conditions pumps that typically average somewhere around 1 to 3 million gallons per day. The high-capacity pumps have relatively low operation-hours, while the two primary pumps essentially operate on a rotating basis 24/7.

The initial renovation plans called for salvaging and reusing the primary pumps. But RPS experienced a near catastrophic flooding event in May 2023 that caused the two primary pumps to become fully submerged under raw sanitary sewer. The pumps were pulled individually, and the motors were cleaned, baked and recertified, but the wearing components are showing signs of needing replacement. Replacing the rotating assemblies and related bearings and wear items can approach almost \$90,000 per pump. The current staff recommendation is to proceed with full replacement of both primary pumps, and the existing pumps will be salvaged, combining the best components of both units into a fully functional emergency spare.

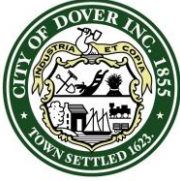
State SRF funds are being used for RPS upgrades, and the New Hampshire Department of Environmental Services (DES) has reviewed and approved the direct-purchase of the two proposed replacement pumps. The City would like to get these on order now, both to take advantage of a significant cost savings, but also because the pumps have approximately a 26-week lead time for delivery. It is expected that a scope of work will be brought to the City Council to approve a Change Order for an engineering amendment with Wright-Pierce for the design, selection and coordination of the pump procurement and installation. Installation cost with Waterline Industries are expected to fall within the contingency portion of the agreement already approved by Council.

Purchasing Information:

Type:	Purchase Order	Advertised:	NA
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	26 weeks
Recommended Award to:	Aqua Solutions	Fund:	CIP
Other Approvals Required:	NHDES	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000

[Documents](#)

Document Created by: Purchasing Document Posted on: June 7, 2024	R-2024.06.12 Direct Purchase of Two Grundfos Dry Weather Pump Replacements at River St Pump Station Page 3 of 3
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2024.06.12 - 103**

Resolution Re: Pudding Hill Aquifer Monitoring Program 2024-2025 with
Emery & Garrett Groundwater Investigations, LLC

WHEREAS: Emery and Garrett Groundwater Investigations, LLC (EGGI) was the awarded firm through Sealed Bid #[B13043](#) for hydrogeological consulting services, exploration and development of replacement groundwater supply. EGGI has been the ongoing consultant for various other groundwater projects for the City throughout the years; and

WHEREAS: The City received a scope of work from (EGGI) for the current 2024-2025 Pudding Hill Aquifer Monitoring Program at a cost totaling \$152,400.00. Due to their vast experience in this field, it is the recommendation to award the continued groundwater monitoring project to EGGI in the amounts outlined in this resolution; and

WHEREAS: Per a Settlement Agreement with New England Metal Recycling (NEMR), they are required to contribute towards ongoing aquifer monitoring of contamination, and it is anticipated that 100% of the costs will be eligible for reimbursement by NEMR; and

WHEREAS: Per 5-28.B Formal Bidding Purchases; Waiver. Formal bidding may be waived by majority vote of the City Council, which may be done at the time of making the award.

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 Emery and Garrett Groundwater Investigations, LLC for the Pudding Hill Aquifer monitoring program for 2024-2025 in the amount not to exceed \$152,400.00. The City Manager, or designee, is hereby authorized to finalize and enter into an agreement 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
5300.1.300.43320.4757.03592.25	Pudding Hill Aquifer	152,400.00	152,400.00

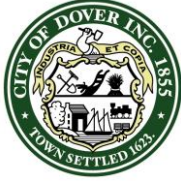
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

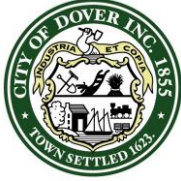
Resolution Number: **R – 2024.06.12 - 103**
Resolution Re: Pudding Hill Aquifer Monitoring Program 2024-2025 with
Emery & Garrett Groundwater Investigations, LLC

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor 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.4.

Resolution Number: **R – 2024.06.12 - 103**

Resolution Re: Pudding Hill Aquifer Monitoring Program 2024-2025 with
Emery & Garrett Groundwater Investigations, LLC

RESOLUTION BACKGROUND MATERIAL:

In December of 2021 the City executed a Settlement Agreement with NEMR/Schnitzer Industries for construction contributions and funding towards the Pudding Hill Water Treatment Plant (WTP). The WTP is now substantially complete and in operation.

Part of the Settlement Agreement called for NEMR/Schnitzer to contribute toward an expanded aquifer monitoring program during the first three years of operation of the new WTP. It is expected that NEMR's funding will cover 10 selected wells (exclusive of Ireland and DPH-1) selected for quarterly monitoring, along with water level data to support optimization of artificial recharge.

EGGI has proposed a scope of work to be reimbursed by NEMR, as follows.

Task 1 – Water Quality Sample Collection & Analysis	\$46,150
Task 2 – 401 Certification & Groundwater Discharge Permit-related Monitoring	\$40,500
Task 3 – Gage/Monitor Streamflow	\$7,000
Task 4 – Purchase of Additional Water Level Monitoring & Sampling Equipment	\$3,750
Task 5 – Bellamy River Watershed Surface Water Monitoring	\$13,000
Task 6 – Water Level Monitoring	\$20,000
Task 7 – Artificial Recharge Basins-Maintenance & Management	\$12,000
Task 8 – Project Management, Miscellaneous Meetings/Conference calls	\$10,000
Total Costs for Tasks 1 through 8	\$152,400.00