

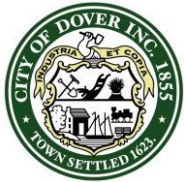
CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 15, 2025**
Meeting Time: **7:00 pm**

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL ATTENDANCE
5. PROCLAMATIONS/AWARDS – DHS CHEER & MARCHING BAND
6. APPROVAL OF AGENDA
7. PUBLIC HEARINGS
 - A. APPROPRIATION FOR FY2026 CAPITAL IMPROVEMENTS PROGRAM – AMBULANCE REPLACEMENT NON-DEBT FINANCED PROJECT
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. REPROGRAM UNEXPENDED CIP APPROPRIATION FROM IRELAND WELL REPLACEMENT FY2017 CIP PROJECT TO GARRISON HILL WATER STORAGE TANK CIP PROJECT
(VOTE TO OCCUR JANUARY 29, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
 - C. REPROGRAM UNEXPENDED BOND PROCEEDS FROM VARIOUS WATER FUND CAPITAL PROJECTS TO GARRISON HILL WATER STORAGE TANK REHABILITATION PROJECT
(VOTE TO OCCUR JANUARY 29, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
 - D. REPROGRAM UNEXPENDED BOND PROCEEDS FROM DOVER HIGH SCHOOL CONSTRUCTION PROJECT TO DOVER SCHOOLS LED LIGHTING UPGRADES PROJECT
(VOTE TO OCCUR JANUARY 29, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
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. December 2, 2024 – Workshop, Special Meeting
 - B. December 3, 2024 – Workshop Meeting
 - C. December 11, 2024 – Regular Meeting



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 15, 2025**
Meeting Time: **7:00 pm**

11. MAYOR'S REPORT

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. APPROPRIATION FOR FY2026 CAPITAL IMPROVEMENTS PROGRAM – AMBULANCE REPLACEMENT NON-DEBT FINANCED PROJECT (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST

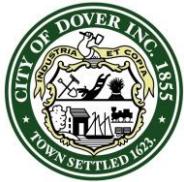
13. NEW BUSINESS

A. CONSENT CALENDAR

1. APPROVAL OF FUNDING SUPPORT FOR CAPSC HOME FOR NOW SHELTER OPERATIONS DURING 2024-2025 WINTER MONTHS
SPONSORED BY MAYOR CARRIER BY REQUEST
2. B21048-RFP22-005 DESIGN ENGINEERING SERVICES FOR THE COCHECO STREET DRAIN LINE REPLACEMENT ADDITIONAL SCOPE OF WORK
SPONSORED BY MAYOR CARRIER BY REQUEST
3. INSTALLATION OF FIBER AT 271 MAST ROAD
SPONSORED BY MAYOR CARRIER BY REQUEST
4. APPROVAL OF REACH FOR THE TOP THERAPY SERVICES MCCONNELL CENTER LEASE AGREEMENT
SPONSORED BY MAYOR CARRIER BY REQUEST
5. APPROVAL OF NEW HAMPSHIRE INDONESIAN COMMUNITY MCCONNELL CENTER LEASE AGREEMENT
SPONSORED BY MAYOR CARRIER BY REQUEST
6. APPROVAL OF LOW IMPACT HYDROPOWER INSTITUTE MCCONNELL CENTER LEASE AGREEMENT
SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

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



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 15, 2025**
Meeting Time: **7:00 pm**

13. Graffiti Management Advisory Committee (Nemeth)
14. Ordinance Committee (Shanahan)

27. Joint Building Committee – Athletic Complex (Cullen)

B. RESOLUTIONS

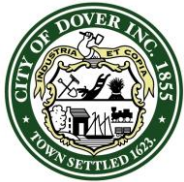
1. **B25029 - DOVER PUBLIC LIBRARY RENOVATION**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B25024 JENNY THOMPSON POOL RENOVATION**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **PUBLIC INFRASTRUCTURE IMPROVEMENTS PER TERRA NOVA/WESTFIELD LAND DEVELOPMENT AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **AUTHORIZATION TO PURCHASE AMBULANCE FROM SUGARLOAF AMBULANCE VIA SOURCEWELL**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **CURBSIDE COLLECTION SERVICES-MUNICIPAL SOLID WASTE AND RECYCLING & DISPOSAL CONTRACT EXTENSION**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **ACKNOWLEDGEMENT AND ACCEPTANCE OF DONATION OF FUNDS FROM DERRY MEDICAL CENTER & DERRY IMAGING FOR ARENA SCOREBOARD**
(TO BE REFERRED TO A PUBLIC HEARING & VOTE ON JANUARY 29, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
7. **AUTHORIZATION TO ACCEPT AND EXPEND THE NEW HAMPSHIRE OFFICE OF HIGHWAY SAFETY GRANT**
(TO BE REFERRED TO A PUBLIC HEARING & VOTE ON JANUARY 29, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
8. **AUTHORIZATION TO ACCEPT AND EXPEND THE NH DEPARTMENT OF SAFETY DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT COMMUNITY HAZARD MITIGATION PLAN GRANT**
(TO BE REFERRED TO A PUBLIC HEARING & VOTE ON JANUARY 29, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

1. **CHAPTER 141, SECTION 48**
SPONSORED BY MAYOR CARRIER BY REQUEST

14. COUNCIL CORRESPONDENCE

A. The Dover School Board recommendation to City Council on the funding of the Joint Building Committee Athletic Complex project.



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, January 15, 2025**
Meeting Time: **7:00 pm**

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN



PROCLAMATION

- WHEREAS:** The DHS Cheerleading Team has demonstrated unparalleled dedication, teamwork, and athletic excellence; and
- WHEREAS:** This extraordinary team began their competitive season with a victorious first competition, followed by an impressive second-place finish at their next event, showing remarkable growth and determination; and
- WHEREAS:** The DHS Cheerleading Team culminated their season by earning the prestigious title of Division 1 Fall Spirit State Champions with an outstanding score of 102.1, triumphing over 17 Division 1 teams, including Pinkerton Academy, whom they outscored by 6 points; and
- WHEREAS:** The team competed with 12 athletes on the mat, each of whom contributed to the success of the routine through tireless hard work, overcoming initial challenges in meeting tumbling standards and achieving new, difficult stunting skills never before performed by DHS Cheer; and
- WHEREAS:** This team exemplified unwavering drive, passion, and resilience, overcoming adversity with relentless effort and enduring countless repetitions of their routine to perfect every element, proving their commitment to excellence; and
- WHEREAS:** The primary goal of the DHS Cheerleading Team was to perform a flawless routine with no regrets, a goal they undeniably achieved, leaving everything on the mat and earning a well-deserved championship title; and
- WHEREAS:** For the majority of the team, this was their first time winning a state championship, making the victory even more memorable and emotional, with tears of joy and immense pride shared by all; and

NOW, THEREFORE, I, Robert Carrier, Mayor of the City of Dover in the State of New Hampshire, and the entire City Council hereby recognize and commend the DHS Cheerleading Team for their outstanding accomplishments, relentless spirit, and remarkable representation of DHS Athletics.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Dover to be affixed this 15th Day of January, 2025.

Robert Carrier, Mayor
City of Dover, New Hampshire



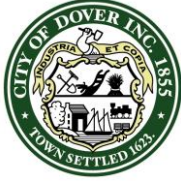
PROCLAMATION

- WHEREAS:** The Dover High School Green Wave Marching Band and Color Guard have demonstrated extraordinary dedication, skill, and musical excellence throughout the 2024 fall season; and
- WHEREAS:** The Green Wave Marching Band and Color Guard earned the prestigious Gold Medal at the Maine Marching Band Finals at Sanford High School on October 26, 2024; and
- WHEREAS:** This remarkable achievement marks the 17th consecutive year that the Dover High School Marching Band and Color Guard have earned the Gold Medal, continuing a legacy of musical excellence; and
- WHEREAS:** The band performed an outstanding Western-themed show titled "Wanted," captivating the audience and judges alike with creativity and musical mastery; and
- WHEREAS:** The band was led by Drum Majors Emma Burton and Kaela Robins, with the Color Guard captained by Kaitlyn Yake and Olivia Champagne, who provided exceptional leadership throughout the season; and
- WHEREAS:** The performance featured remarkable soloists including Sam Gorman on saxophone, Sofia Gonzalez-Ramirez on trumpet, and Sam Harmoko & Tyler Mercieri on snare drum, whose musical talents contributed greatly to the success of the program;

NOW, THEREFORE, I, Robert Carrier, Mayor of the City of Dover in the State of New Hampshire, and the entire City Council celebrates and honors the continued legacy of musical excellence demonstrated by this extraordinary group of student musicians.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Dover to be affixed this 15th Day of January, 2025.

Robert Carrier, Mayor
City of Dover, New Hampshire



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.12.11 - 215**

Resolution Re: Appropriation For FY2026 Capital Improvements Program
– Ambulance Replacement Non-Debt Financed Project

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

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 4 Fire & Rescue Ambulance replacement that require orders to be placed during FY2026 to receive ambulance in FY2029 and to finance these improvements with transfers from Capital Reserve Funds; and

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

The following capital outlays are appropriated as part of the FY2026 Capital Improvements Program for the purpose of Fire & Rescue ambulance replacement requiring orders to be placed in FY2026 to receive vehicles in FY2029 as presented in the CIP, and to finance these improvements with transfers from Capital Reserve Funds in the amounts listed in CIP Year 4.

Item	Description	Appropriation	Funding	Fund
1	Ambulance Replacement	613,000	General Fund Capital Reserve	Trust

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

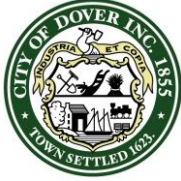
Approved as to Legal
Form and Compliance: Joshua Wyatt
City Attorney

Recorded by: Jerrica Vansylyvong-Bizier
City Clerk

DOCUMENT HISTORY:

Document Created by: Finance Department
Document Posted on: January 10, 2025

R-2024.12.11 FY2026 CIP Ambulance Replacement Non Debt
Financed Project Resolution AML (3)
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.12.11 - 215**

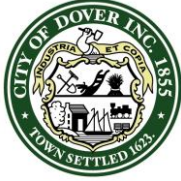
Resolution Re: Appropriation For FY2026 Capital Improvements Program
– Ambulance Replacement Non-Debt Financed Project

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.12.11 - 215**

Resolution Re: Appropriation For FY2026 Capital Improvements Program
– Ambulance Replacement Non-Debt Financed Project

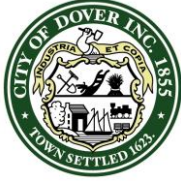
RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates capital reserve funds to finance a portion of the FY2026 Capital Improvements Program (CIP) as presented in the FY2026 to FY2031 Capital Improvements Program book. In addition, this resolution authorizes the transfer of Capital Reserve Fund moneys.

The amount to be appropriated for the Fire & Rescue Ambulance Replacement CIP project will be financed by a transfer from the General Fund Capital Reserve.

The General Fund Capital Reserve will have sufficient funds for the Ambulance replacement appropriation of \$613,000 that will be expended in FY2029 as a transfer from the General Fund of \$2,175,000 into the reserve is proposed in the FY2026-2031 CIP to be budgeted during FY2029 as part of the City's General Fund Operating Budget. The projected balance in the General Fund Capital Reserve as of June 30, 2028 will be \$286,412. Accounting for the proposed transfer into the capital reserve in FY2029 and proposed FY2029 CIP expenditures from the General Fund capital reserve, the projected balance of the capital reserve as of June 30, 2029 is \$292,276.

In February 2024, Sourcewell awarded contract #122123-PLC to PL Custom Body and Equipment Co, Inc. of Manasquan, NJ as the contract holder with Sugarloaf Ambulance/Rescue Vehicles, located in Alfred, Maine, as the New England dealer. The City wishes to purchase a 2025 Ford F550 Classic Type 1 ambulance, including applicable upfit, in the amount of \$408,000.00 using CIP funds.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.B.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 216**
Resolution Re: Reprogram Unexpended CIP Appropriation from Ireland
Well Replacement FY2017 CIP Project to Garrison Hill
Water Storage Tank CIP Project

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

WHEREAS: The City has identified the immediate need for additional funding for the Garrison Hill Water Storage Tank rehabilitation FY2025 CIP project; and

WHEREAS: There is unexpended appropriations in the amount of \$261,100.00 from the Ireland Well Replacement FY2017 CIP project and the project has been completed, those funds are available to be reprogrammed to the Garrison Hill Water Storage Tank CIP project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of \$261,100.00 (Two Hundred Sixty-One Thousand One-Hundred) of unexpended appropriations is hereby reprogrammed from the Ireland Well Replacement CIP project to the Garrison Hill Water Storage Tank CIP project as follows:

		Available	Reprogram	Adjusted
Project Number	Project Description	Balance	Adjustment	Balance
5300.1.300.43320.4741.03586.17.000.000.700	Ireland Well Replacement	261,100.00	(261,100.00)	0.00
5300.1.300.43320.4757.03529.17.000.000.700	Garrison Hill Water Storage Tank Rehabilitation	0.00	261,100.00	261,100.00
		261,100.00	0.00	261,100.00

NOTE: This resolution reprograms unexpended bonding authorization and therefore requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

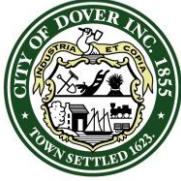
Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-Bizier
City Clerk

DOCUMENT HISTORY:

Document Created by: Finance Department	R2024.12.11 Reprogram Unexpended CIP Appropriation from Ireland Well Replacement FY2017 CIP Project to Garrison Hill Water Storage Tank CIP Project
Document Posted on: January 10, 2025	Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.B.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 216**
Resolution Re: Reprogram Unexpended CIP Appropriation from Ireland
Well Replacement FY2017 CIP Project to Garrison Hill
Water Storage Tank CIP Project

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

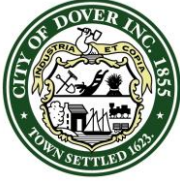
VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does pass.		

RESOLUTION BACKGROUND MATERIAL:

Document Created by: Finance Department
Document Posted on: January 10, 2025

R2024.12.11 Reprogram Unexpended CIP Appropriation
from Ireland Well Replacement FY2017 CIP Project to
Garrison Hill Water Storage Tank CIP Project

Page 2 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.B.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 216**
Resolution Re: Reprogram Unexpended CIP Appropriation from Ireland
Well Replacement FY2017 CIP Project to Garrison Hill
Water Storage Tank CIP Project

This resolution does not authorize any additional appropriation. The City Council previously authorized the appropriation for the Ireland Well Replacement project. On December 9, 2015 the City Council adopted the FY2017 Capital Improvements Plan (CIP) Non-Debt Financed Projects resolution, which included \$500,000.00 for the Ireland Well Replacement project.

This resolution reprograms funding from Ireland Well Replacement project to the Garrison Hill Water Storage Tank rehabilitation project.

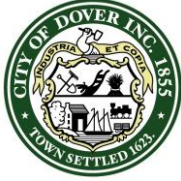
The City Council previously authorized the appropriation for the Garrison Hill Water Storage Tank rehabilitation project. On December 13, 2023 the City Council adopted the FY2025 Capital Improvements Plan (CIP) Authorization for bonding, which included \$2,100,000.00 for the Garrison Hill Water Storage Tank project. City Council resolution [2023.11.29 – 184](#).

The City recently received bid responses for the Garrison Hill Water Storage Tank project, with an apparently low bid of \$2.877 million. This necessitates the need for additional funding for the project. In addition, the city's contracted engineering firm on this project has recommended the city have available contingency funding to address any unforeseen items that may arise during the rehabilitation work.

The City Council previously authorized the appropriation of \$500,000.00 for Ireland Well Replacement project as part of the adoption of the FY2017 CIP non-debt financed projects on December 9, 2015 via resolution [2015.11.04 – 147](#). This project is completed and has \$261,100.00 of available unexpended appropriations that can be reprogrammed to the Garrison Hill Water Storage Tank project.

The original appropriation of \$2,100,000.00 for the Garrison Hill Water Storage Tank rehabilitation project and the reprogramming of \$261,100.00 will provide an available amount of \$2,361,100.00 for the project.

In a separate resolution a request will be made to the City Council to reprogram available unexpended bond proceeds appropriations from four Water Fund capital projects to the Garrison Hill Water Storage Tank project. This will provide an additional \$894,693.26 in funding. This will result in a total of \$3,255,793.26 being available for the Garrison Hill Water Storage Tank rehabilitation project.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.C.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 217**
Resolution Re: Reprogram Unexpended Bond Proceeds from Various
Water Fund Capital Projects to Garrison Hill Water Storage
Tank Rehabilitation Project

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

WHEREAS: There is unexpended bond proceeds in the amount of \$894,693.26 from four (4) Water Fund capital projects that have been completed, and those funds are available to be reprogrammed to another Water Fund capital project; and

WHEREAS: The City has identified the immediate need for additional funding for the Garrison Hill Water Storage Tank rehabilitation FY2025 CIP project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of \$894,693.26 (Eight Hundred Ninety-Four Thousand Six Hundred Ninety-Three dollars and Twenty-six cents) of unexpended bond proceeds appropriation is hereby reprogrammed from the four Water Fund CIP projects to the Garrison Hill Water Storage Tank Rehabilitation CIP project:

Project Number	Project Description	Available Balance	Reprogram Adjustment	Adjusted Balance
5300.1.300.43320.4757.03544.15.000.000.700	Water Main Replacement - Silver Street	90,718.94	(90,718.94)	0.00
5300.1.300.43320.4757.03529.15.000.000.700	Garrison Hill Water Storage Tank Rehabilitation	0.00	90,718.94	90,718.94
5300.1.300.43320.4757.03567.21.000.000.700	Water Main Replacement - Littleworth Road	169,513.25	(169,513.25)	0.00
5300.1.300.43320.4757.03529.21.000.000.700	Garrison Hill Water Storage Tank Rehabilitation	0.00	169,513.25	169,513.25
5300.1.300.43320.4757.03588.21.000.000.700	Water Main Replacement - Main/Washington Streets	476,271.07	(476,271.07)	0.00
5300.1.300.43320.4757.03529.21.000.000.700	Garrison Hill Water Storage Tank Rehabilitation	0.00	476,271.07	476,271.07
5300.1.300.43320.4757.03547.23.000.000.700	Glenwood Avenue Water Storage Tank	158,190.00	(158,190.00)	0.00
5300.1.300.43320.4757.03529.21.000.000.700	Garrison Hill Water Storage Tank Rehabilitation	0.00	158,190.00	158,190.00
		894,693.26	0.00	894,693.26

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

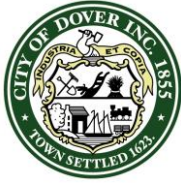
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.C.
PUBLIC HEARING ONLY**

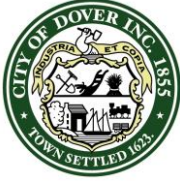
Resolution Number: **R – 2024.12.11 - 217**
Resolution Re: Reprogram Unexpended Bond Proceeds from Various
Water Fund Capital Projects to Garrison Hill Water Storage
Tank Rehabilitation Project

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 pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.C.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 217**
Resolution Re: Reprogram Unexpended Bond Proceeds from Various
Water Fund Capital Projects to Garrison Hill Water Storage
Tank Rehabilitation Project

RESOLUTION BACKGROUND MATERIAL:

This resolution does not authorize any additional appropriation. This resolution does not authorize an increase in the indebtedness of the City. The City Council previously authorized financing the four Water Fund capital projects. This resolution reprograms funding from the four Water Fund capital projects to the Garrison Hill Water Storage Tank rehabilitation project. The four Water Fund projects are completed and unexpended bond proceeds exist that can be reprogrammed to another Water Fund CIP project.

The City Council previously authorized the appropriation for the Garrison Hill Water Storage Tank rehabilitation project. On December 13, 2023 the City Council adopted the FY2025 Capital Improvements Plan (CIP) Authorization for bonding, which included \$2,100,000.00 for the Garrison Hill Water Storage Tank project. City Council resolution [2023.11.29 – 184](#).

The City recently received bid responses for the Garrison Hill Water Storage Tank project, with an apparently low bid of \$2.877 million. This necessitates the need for additional funding for the project. In addition, the city's contracted engineering firm on this project has recommended the city have available contingency funding to address any unforeseen items that may arise during the rehabilitation work.

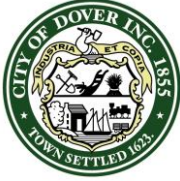
Due to lower than anticipated project costs there is unexpended bond proceeds in the amount of \$894,693.26 from four (4) Water Fund capital projects that have been completed, and those funds are available to be reprogrammed to the Garrison Hill Water Storage Tank rehabilitation CIP project.

The City Council previously authorized the appropriation of \$850,000.00 for Silver Street Water Main Replacement project as part of the adoption of the FY2015 CIP authorization for bonding on January 22, 2014 via resolution [2013.11.13 – 136](#). This project is completed and has \$90,718.94 of available unexpended bond proceeds that can be reprogrammed to the Garrison Hill Water Storage Tank project.

The Littleworth Road Water Main Replacement project, in the amount of \$1,100,000.00, was adopted in the FY2021 CIP to be debt financed. City Council approved the appropriation on December 11, 2019 via resolution [2019.10.23 – 171](#). The project is completed and has \$169,513.25 of available bond proceeds that can be reprogrammed to the Garrison Hill Water Storage Tank project.

In the FY2021 CIP the Main & Washington Streets Water Main Replacement project, in the amount of \$1,400,000.00, was adopted to be debt financed. City Council approved the appropriation on December 11, 2019 via resolution [2019.10.23 – 171](#). The project is completed and has \$476,271.07 of available bond proceeds that can be reprogrammed to the Garrison Hill Water Storage Tank project.

The City Council previously authorized the appropriation of \$6,100,000.00 for Glenwood Avenue Water Tank project as part of the adoption of the FY2023 CIP authorization for bonding on November 10, 2021 via resolution [2021.10.13 – 177](#). This project is near completion and has \$158,190.00 of available unexpended bond proceeds that can be reprogrammed to the Garrison Hill Water Storage Tank project.



CITY OF DOVER

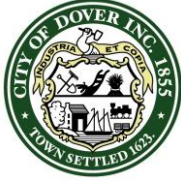
CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.C.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 217**
Resolution Re: Reprogram Unexpended Bond Proceeds from Various
Water Fund Capital Projects to Garrison Hill Water Storage
Tank Rehabilitation Project

The original appropriation of \$2,100,000.00 for the Garrison Hill Water Storage Tank rehabilitation project and the reprogramming of \$894,693.26 will provide an available amount of \$2,994,693.26 for the project.

In a separate resolution a request will be made to the City Council to reprogram available non-debt financed Water Fund capital project appropriations to the Garrison Hill Water Storage Tank project. This will provide an additional \$261,100.00 in funding. This will result in a total of \$3,255,793.26 being available for the Garrison Hill Water Storage Tank rehabilitation project.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.D.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 218**

Resolution Re: Reprogram Unexpended Bond Proceeds from Dover High School Construction Project to Dover Schools LED Lighting Upgrades Project

WHEREAS: The Dover High School and Regional Career Technical Center Joint Building Committee voted on October 3, 2024 to transfer the completed Dover High School and Regional Career Technical Center buildings to the School Department; and

WHEREAS: The Dover School Board voted on October 7, 2024 to accept the completed Dover High School and Regional Career Technical Center buildings and request that the \$9,941.35 of unexpended bond proceeds be reprogrammed to the Dover Schools LED Lighting Upgrades project; and

WHEREAS: On October 23, 2024 the City Council adopted resolution [R-2024.10.23 – 182](#) to accept the final financial report of the Dover High School and Regional Career Technical Center Joint Building Committee, which reported \$9,941.35 of unexpended bond proceeds remaining at the completion of the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT: The amount of \$9,941.35 (Nine Thousand Nine Hundred Forty-One dollars and Thirty-five cents) of unexpended bond proceeds is hereby reprogrammed from the Dover High School Construction CIP project to the Dover Schools LED Lighting Upgrades CIP project:

		Available	Reprogram	Adjusted
Project Number	Project Description	Balance	Adjustment	Balance
4016.1.600.46900.4725.07101.16.000.000.700	Dover High School Facilities Construction	9,941.35	(9,941.35)	0.00
4016.1.600.46900.4725.07120.16.000.000.700	Dover Schools LED Lighting Upgrades	0.00	9,941.35	9,941.35
		9,941.35	0.00	9,941.35

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

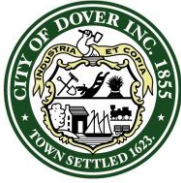
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.D.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 218**
Resolution Re: Reprogram Unexpended Bond Proceeds from Dover High
School Construction Project to Dover Schools LED
Lighting Upgrades Project

DOCUMENT HISTORY:

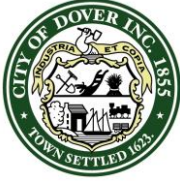
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

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 pass.		

RESOLUTION BACKGROUND MATERIAL:

Document Created by: Finance Department	R2024.12.11 Reprogram Unexpended Bond Proceeds from Dover High School Construction Project to Dover Schools LED Lighting Upgrades Project
Document Posted on: January 10, 2025	Page 2 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

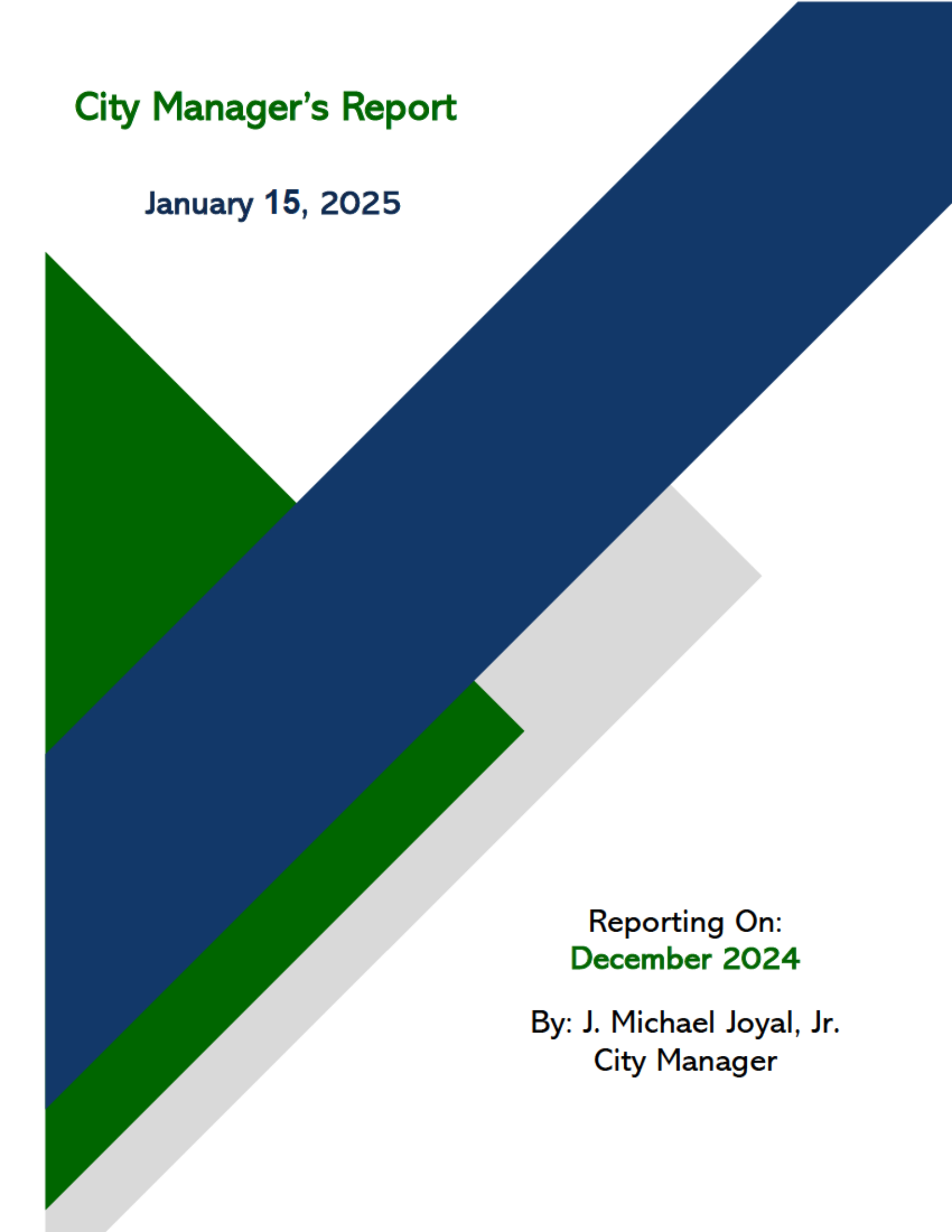
**Agenda Item#: 7.D.
PUBLIC HEARING ONLY**

Resolution Number: **R – 2024.12.11 - 218**
Resolution Re: Reprogram Unexpended Bond Proceeds from Dover High
School Construction Project to Dover Schools LED
Lighting Upgrades Project

This resolution does not authorize any additional appropriation.

This resolution does not authorize an increase in the indebtedness of the City. The City Council previously authorized financing the construction of a new Dover High School and Regional Career Technical Center as part of the adoption of the FY2016 Capital Improvements Program (CIP) via resolution [R-2014.10.08 - 104](#) adopted November 12, 2014. The new high school and regional career technical center project is completed and unexpended bond proceeds exist that can be reprogrammed to another School department CIP project.

The Dover Schools LED Lighting Upgrades project was adopted as part of the FY2024 CIP for an appropriation of \$1,305,100.00 to be debt financed. City Council approved the appropriation and authorization for bonding on July 12, 2023 via resolution [R-2023.05.24 – 091](#). This project is currently being finalized and will allow for the new high school unexpended bond proceeds to be utilized now in order to close out the 2016 high school bond post issuance compliance obligations.



City Manager's Report

January 15, 2025

Reporting On:
December 2024

By: J. Michael Joyal, Jr.
City Manager

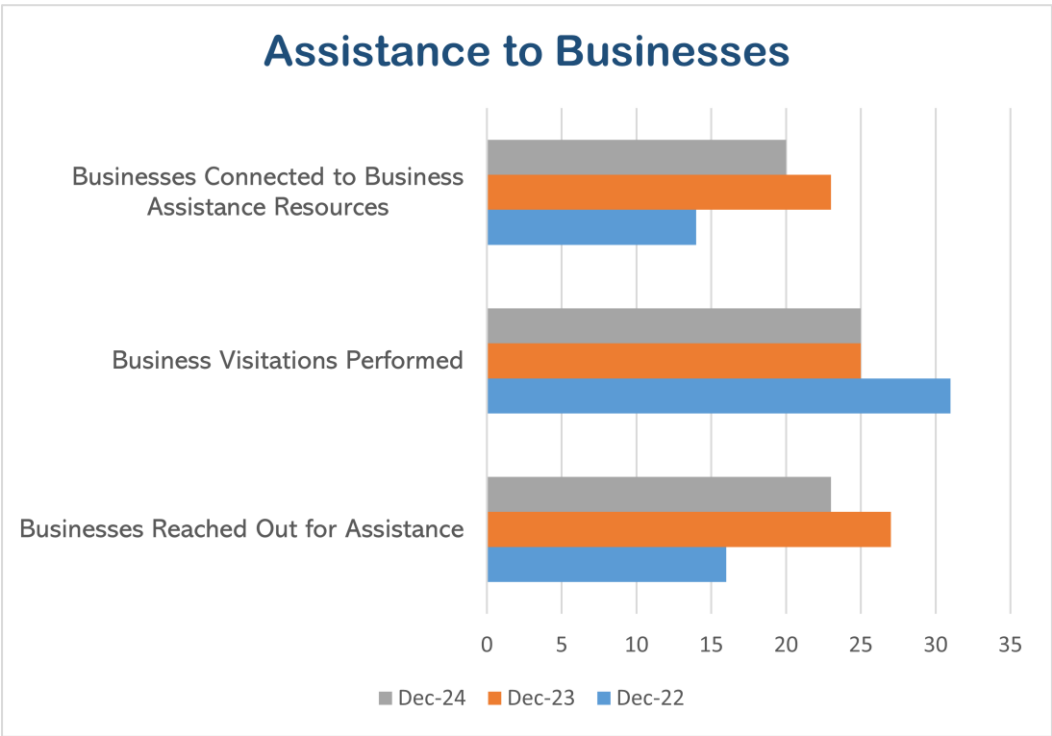
Executive Department

Six Divisions ♦ 25 Employees

Office of Business Development (OBD)

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

	November 2023	November 2024	12-Mo. Avg.
Dover Labor Force	18,890	18,750	18,651
Dover Unemployment Rate	2.4%	2.3%	2.2%
Median Home Sales-Single Family	\$540,000	\$525,000	\$576,182
Average Days on Market	11	23	21



New Business / Commercial Development / Downtown Updates

December brought encouraging news for the retail sector. Despite initial uncertainties among many merchants about holiday shopping revenues, post holiday reports showed strong performance. Numerous businesses were happy with their December sales, and one long standing retailer celebrated a record breaking sales day.

The restaurant industry saw modest gains during this month, with several establishments reporting revenue increases spurred on by holiday events and a robust local shopping season. While three restaurants are moving forward with expansion plans, the closure of one highlights persistent challenges, including high food and operational costs. These developments mirror broader regional trends, where some dining establishments struggle with tightened consumer budgets and evolving preferences.

Dover has seen growing interest from self care and service oriented businesses, indicating diversification in local business offerings. Certain sectors, such as hair salons, have observed slight declines in activity, consistent with broader patterns of consumer caution regarding perceived luxury services.

Overall, Dover's local economy demonstrated remarkable resilience in 2024, with strong results in the retail and hospitality sectors balancing challenges faced by some service industries. Looking ahead to 2025, fostering business innovation and adopting experiential strategies will be key to maintaining and enhancing this trajectory.

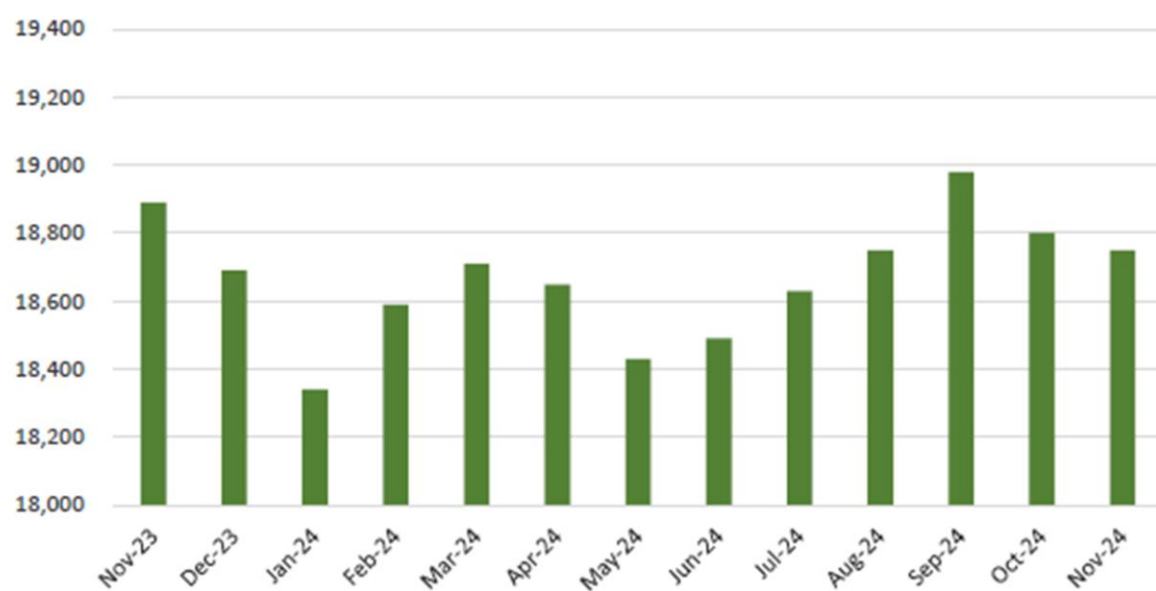
Economic Activity

The Boston Fed reported low consumer spending on restaurants and winter seasonal products as of early December; it attributes the latter to an unusually warm and dry fall. The late date of Thanksgiving may also have contributed to later trends in holiday shopping. The office real estate market is stabilizing. Employment levels were down somewhat, but reductions were largely driven by reductions in hiring or seasonal positions rather than layoffs. The overall economic outlook is neutral, but the Fed's research indicates elevated uncertainty around the direction of the economy heading into the new year. Local reports of December shopping are encouraging, and Business Development will continue to track broader performance as more information becomes available in January.

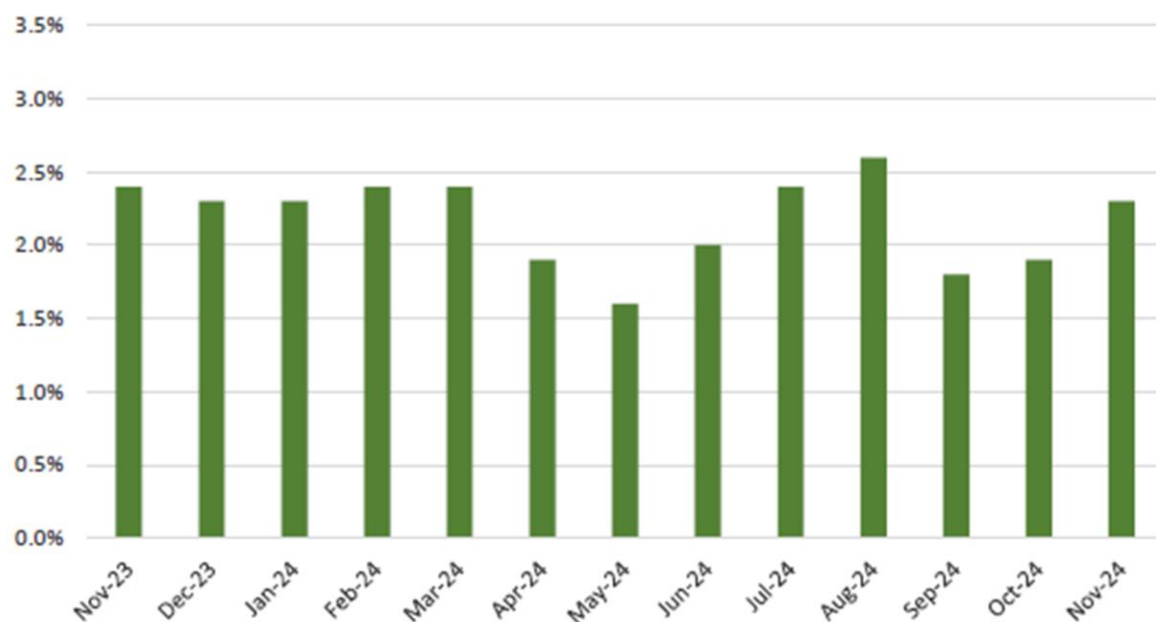
Some non-local items were excerpted from the Federal Reserve Beige Book-Boston.

Housing metrics obtained from NHAR-Stafford County.

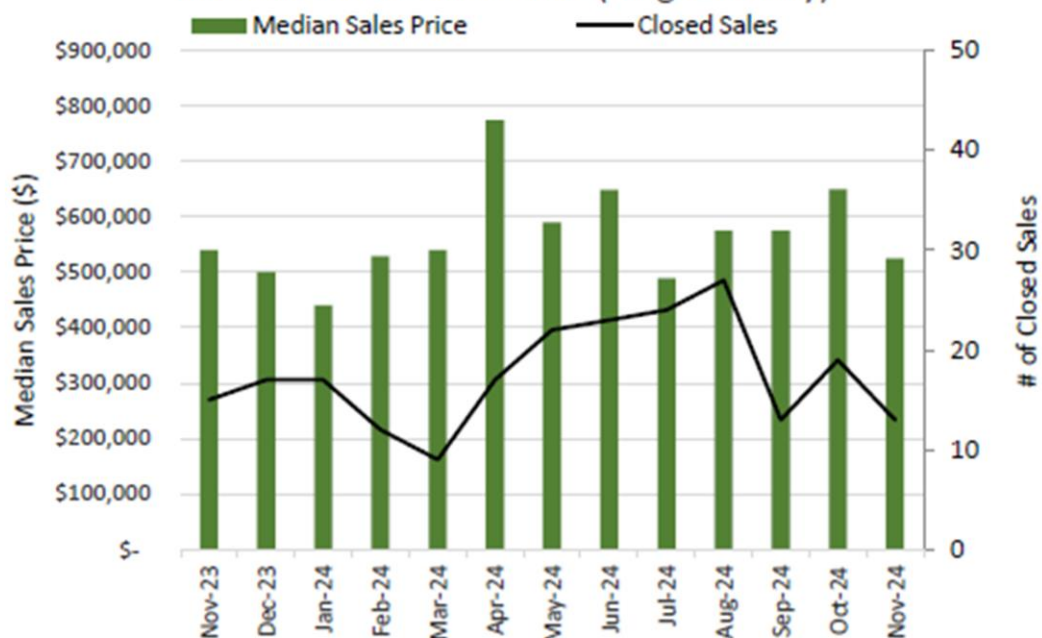
Dover Total Labor Force



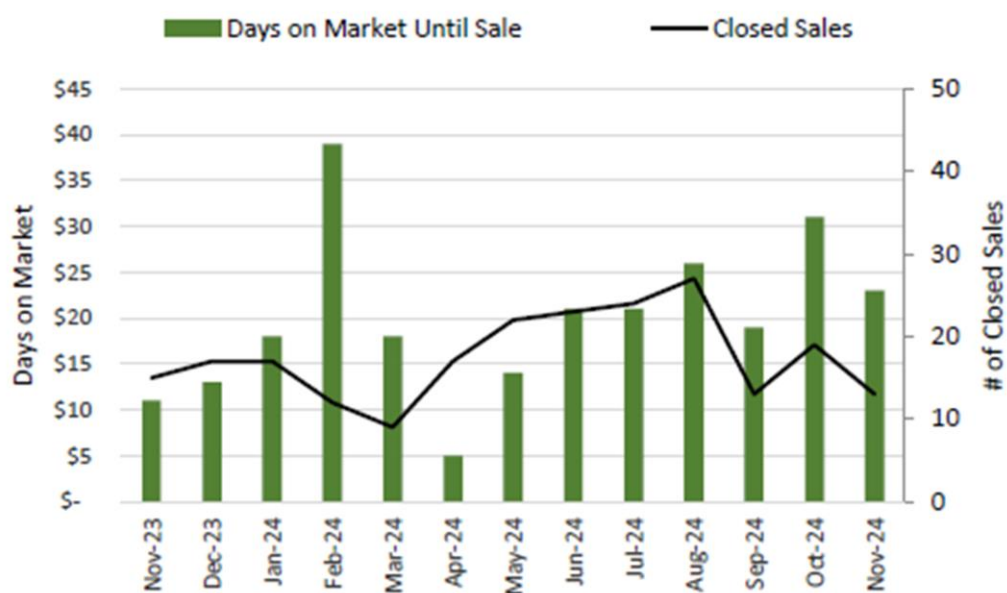
Dover Unemployment Rate



Median Home Sales Price (Single-Family)



Mean Days on Market until Sale (Single Family)





As of 12.29.2024

Waterfront Update:

This update on the Cathartes project in December 2024 highlights significant progress across various fronts:

Building Construction:

- **Substantial progress on Buildings C and D:**
 - First-floor slabs installed in both buildings, enabling the start of wood framing.
 - Building C: Second and third-floor rough framing nearing completion.
 - Building D: First-floor framing nearly complete.
- **Townhomes:**
 - E-3 townhomes: Rough construction nearing completion, with roof treatments and windows being installed.
 - E-1 and E-2 townhomes: Rough framing well underway.

Public Improvements:

- **Shoreline Protection:** Flex MSE treatment progressing along the shoreline, with approximately 100 feet remaining to be completed.

- **Lookout Retaining Wall:** Construction complete, with rough electrical conduit installed, preparing it for concrete paver treatment.
- **Seaport Way:** Water and sewer installations completed within the Right-of-Way (ROW). Further improvements include drainage, overhead utility wire relocation, and base pavement.
- **City Park Pavilion:** Foundation mostly backfilled, with final utilities installed (including an additional sewer manhole and drainage for the future drainage treatment pond).
- **Rap Closure Grading:** Underway in the Pavilion area to facilitate pre-Rap survey.
- **Power Supply:** Coordination with Eversource for permanent power to the Waterfront project is ongoing, with installation expected to begin soon.
- **Onsite Material Utilization:** Continued crushing of onsite materials provides processed materials for the City's infrastructure elements.

Overall:

The project continues to gain momentum with significant advancements in building construction and public infrastructure. The completion of key milestones like slab installation and the progress on public improvements indicate a steady trajectory towards the project's overall completion.



Retaining Wall

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 DECEMBER 2024

	For Month	FY25 FYTD	FY24	FY23
Legal Matters/Questions Handled	78	436	1,072	1,061
Review Existing Legal Contracts & Draft Memo	9	82	156	153
Legal Contracts/Memo Created	26	123	213	201
Right to Know Requests Processed	8	48	81	100
Resolutions	2	27	66	70
Ordinances	1	6	16	17
Leases	0	7	10	4
Primex Auto Claims Handled	4	18	59	80
Primex Liability Claims Handled	0	10	56	67
Primex Property Claims Handled	6	20	52	54

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

Lender Consulting Services – Re: 7 Summer Drive request for zoning and construction documents

Exeter Environmental Associates – Re: 33 Littleworth Road request for environmental, construction, and underground tank information

Lender Consulting Services– Re: 114 Locust Street request for information regarding building and zoning documents

Bradley Ford – Re: request for record list of all city employees from November 1, 2024 to present date of request

Bradley Ford – Re: request for current employee contracts/list

Hilary Hamer – Re: request for records of all TDR/Transfer of Development Right projects

Paula Estabrook – Re: request for employee history record

Caitlin Wilkie – Re: request for records of TDR/Transfer of Development Right projects since 2018

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

Assisted with prospective purchase of conservation land and development of purchase and sale agreement for same.

Monitored recent federal and state judicial decisions re developments in the law

Other activities of potential interest in December:

Review of Professional Literature: The Office also conducted normal review of 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 (our federal circuit). The Office reviewed professional journals, as well as periodic review of federal legal developments in the field of education, labor, and other matters.

Staff Liaison to Boards/Committees: The City Attorney serves as the City Manager-designated 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. A representative of the Office also attends meetings of the City Council.

Departmental Assistance

Dover School District: Assisted with public records requests. Assisted with other matters as requested.

Community Services: Assisted with contract administration; assisted with contract drafting; assisted with property ownership research; assisted with driveway regulation review.

Finance Department: Assistance with assessing matters; drafted PILOT agreement.

Planning: Assisted with CDBG matters; assistance with application review 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.

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. In June 2024, the United States Supreme Court issued an opinion affirming rejection of the proposed settlement and stating the Sacklers, as nondebtors, could not be discharged.
- 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. In June 2024, the United States Supreme Court issued an opinion stating the Sacklers could not be discharged.
- 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. In June 2024, the parties received an Order on the merits affirming the trial court's rulings, granting the City's motion to strike in part, and denying the Hebbards' request for a new trial. In July 2024, Mr. and Mrs. Hebbard moved for reconsideration by the New Hampshire Supreme Court, which has now been denied and the appeal has concluded. Hebbards' removal of the case to Federal Court has now been remanded back to State Court. Implementation of State Court's Orders is ongoing. **In December 2024, the City filed a motion to bring forward the case so as to request a status conference with the Court.**

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. **No Order has been received as of December 2024.**

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. A transcript of two hearings before the trial court is now being prepared as the next step in the appeals process. Briefing order has now issued and appellants' opening appeal brief is due in September 2024. City filed its opening brief in September 2024. A non-profit organization named Coalition for Open Democracy also filed an amicus brief supporting the City/plaintiffs' position in the current appeal. In November 2024, the State filed its opposing appeal brief. On December 2, 2024, plaintiffs filed an appeal brief. **Oral argument is already scheduled in January 14, 2025.**

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. In June 2024, the First Circuit Court of Appeals again issued an order allowing plaintiff to file a brief late, but as of this report issuing no appeal briefing has occurred. In July 2024, the First Circuit again extended the plaintiff's brief submission deadline to August 9, 2024. The plaintiff's brief deadline has been extended several times but to date no appeal brief has been filed. Plaintiff filed his appeal brief in September 2024. City is now drafting responsive appeal brief. As of this report's submission in early November, the individual chief defendants filed an appeal brief. **No decision has yet been issued as of December 2024.**

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. Parties received notice in September 2024 that the appeal/case is being submitted for decision on the briefs without oral argument. **No case**

activity in December 2024.

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. **A claims submission process has now been established for filing claims against this estate.**

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. Plaintiff has been defaulted for failure to answer the City's counterclaims. Case has been structured and is in general discovery. Efforts to resolve the case continue. Parties may have reached a tentative settlement agreement in September 2024. Parties reached a settlement agreement in September 2024, which is being performed.

Linda M. Welsh Revocable Living Trust v. City of Dover:

The City Attorney has filed an appearance and has sent a Request for Production of Documents. The BTLA has scheduled a hearing for Wednesday, February 19, 2025.

Fergus and Jennifer Cullen v. City of Dover:

Two residents have appealed an October 2024 denial by the Planning Board. The appeal has been filed with the New Hampshire Housing Appeals Board. The City has retained outside counsel to represent the City.

ABATEMENT CASES - 2022

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 January 2025. **Taxpayer has now withdrawn this appeal.**

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. In November 2024, taxpayer made its initial expert disclosure. City is now conducting expert and nonexpert discovery.

ABATEMENT CASES - 2023

121 Broadway, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by January 25, 2025.

340 Central, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

85 Industrial Park II, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

90 Temple Associates Limited Partnership v. City of Dover:

A taxpayer has filed a property tax abatement action with the Board of Tax and Land Appeals. The City Attorney will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

BMSH i/LCB Dover NH, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 24, 2025.

Double Diamond Holdings South, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

Double Diamond Holdings, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

Five Points Development, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

Fortrose Bay 701, LLC, et al. v. City of Dover:

A taxpayer has filed a property tax abatement action with the Board of Tax and Land Appeals. The City Attorney will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by January 24, 2025.

Jenny Ishii v. City of Dover:

A taxpayer has filed a property tax abatement action with the Board of Tax and Land Appeals. The City Attorney will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 17, 2025.

Rutland Manor Associates v. City of Dover:

A taxpayer has filed a property tax abatement action with the Board of Tax and Land Appeals.

The City Attorney will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

Third Street Holdings, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by January 25, 2025.

Varney Brook Lands, 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 will be filing an appearance. A Report of Settlement Meeting & Order received and meeting must take place by February 6, 2025.

Calico Properties, LLC v. City of Dover:

A taxpayer has filed a property tax abatement action with the Strafford Superior Court. In October 2024, the City Attorney will file an appearance and answer. The City has filed its Answer to the Complaint on October 28, 2024.

Essential Property, LLC v. City of Dover:

A taxpayer has filed a property tax abatement action with the Strafford Superior Court. In October 2024, the City Attorney filed an appearance. The City has filed its Answer to the Complaint on October 28, 2024. **This case has now been stayed pending the outcome of the tax year 2022 matter.**

Professional Development

The Office of the City Attorney places significant importance on professional development in areas germane to the City's needs. In December 2024, the City Attorney attended a PFAS presentation by the International Municipal Lawyers Association. The City Attorney continues to serve on a bar committee investigating generative artificial intelligence and its impact on the practice of law, and is AI committee liaison to the bar's ethics committee. The Deputy City Attorney attends the bar's Law Related Education Committee and is a member of the local Inns of Court.

Management Framework

The activities of the Office of the City Attorney are guided by the management framework for the City of Dover, with a day-to-day emphasis on customer focus and results. The Office continues to review and explore ways to reinforce the management framework, generally and in concert with the City Council's goals and the City's Master Plan. The Office of the City Attorney has also adopted a new strategic plan this year to help guide priorities and processes in the future in keeping with the management framework and with a focus on results. More recently, the Office is continually reviewing its recently adopted strategic plan and possible updates to same.

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.

Office of the City Manager (OCM)

Michael Joyal, City Manager; Colleen Bessette, Executive Assistant

Overall, December was a slower month all around. In addition to the daily happenings and employee/citizen support, office staff handled the following throughout the month:

There was only one workplace injury throughout the City during the month of December in which the City Manager's Assistant (CMA) processed. This was a 'records only' claim – no medical, no lost time. The CMA continued to monitor and update all open claims, coordinating efforts with PRIMEX.

Staff is continuing to recruit using JazzHR. This month, the City Manager's Assistant gathered information from various departments and processed only 2 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. There were 71 applicants that applied to all of the City of Dover's open positions in during the month.

The City Manager's Assistant monitored new position and/or new hire physicals and background/motor vehicle checks for 5 employees. This oversight ensures all eligible employees and/or applicants are able to move on in the hiring process.

The City Manager held a Coordinating meeting this month. This is where the Planning Director, Community Services Director, City Engineer discussed various projects going on in the City of Dover.

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

Meetings took place surrounding the Capital Improvements Program, Waste Management, Tax Deeding, Energy, Unions and Department Head evaluations.

The CMA supported the Racial Equity & Inclusion Committee by working up and posting the agenda and minutes for their one monthly meeting this month. She also supported Dover Doers by placing orders and handling damaged items that were received.

The CMA attended a quarterly Joint Loss Management Committee meeting where she presented a Work Comp claim overview and also attended a Healthcare Committee meeting representing non-union employees.

The annual City Hall Christmas Dessert Day was coordinated by the CMA as well as the employee holiday luncheon which was enjoyed by all employees.

The City Manager also sent a memo containing the Executive Performance Standards & Expectations to the Department Heads, as guidance to the newly hired and as a refresher to all others.

Office of Human Resources (OHR)

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

December Employment Statistics

Employment Separations = 4		Employment New Hires = 12	
Community Services	1	Community Services	6
Fire	1	Fire	2
Recreation	2	Planning	1
		Public Library	1
		Recreation	2

Employee Anniversaries for January		
Employee Name	Employee Department	Length of Service
Plante, Marc	Fire	24
Michaud, Matthew	Fire	16
Peters, David	Executive	14
Plummer, Christopher	Police	14
Falconer, Patricia	Library	9
Lepage, Marcel	Recreation	8
Abbott, Thomas	Inspection Services	7
Duffy, Quinn	Fire	7
Scarponi, Michael	Library	7
Couturier, Christopher	Fire	6
Perron, Daniel	Recreation	6
Friedman, Erika	Recreation	5
Hardwick, Emmett	Library	5
Gorman, Bradley	Fire	4
Adams, Josiah	Library	3
Semprini, Jillian	CS	3
Watkins, Jacob	Police	3
Burdin, James	Executive	2
Cook, Sarah Gerry	Finance	2
Tidball, Kelley	Police	2
Clohecy, Robert	FG	1
Creamer, Melanie	Parking	1
DeConinck, Timothy	Police	1
Flynn, Logan	Police	1
Roderick, Casarra	Police	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; Zach Endres, Enterprise Systems Admin; Dave Peters, Systems Tech; Robert Stallings, Utility Systems Admin; Nathan Tong, Utility Systems Tech; Matt Faucher, Public Safety IT Admin; Nick Neathawk, Public Safety IT Tech

Update for November 2024:

Office of Information Technology managed 120 total monthly IT Support Tickets in November 2024. The majority of tickets were created in the Police department. The majority of tickets were categorized as Client – Issue.

Purchase Order sent to ESRI to assist with scheduled ArcGIS system and application update.

Red River wireless engineer onsite Nov 20th and 21st to complete wireless surveys of five facilities; Police Station, City Hall, McConnell Center, North End Fire Station and Dover Arena. This work will inform placement and targeted Access Point (AP) additions to increase wireless coverage in these buildings.

Cellular carrier meets with Public Safety IT Administrator to review cellular signal strength at Police and Fire Stations.

Develop alarm permit in Enterprise, Permitting and Licensing system to allow customers to apply, pay and receive Dover Police Department alarm permit online.

Continued cybersecurity improvements in relation to identity protection.

Met with Health Official to walk-through completion of health inspection, including collection of customer signature and attachment of resulting Food Inspection Report to business licenses for customer review.

Completion of cybersecurity agreement with St. Anselm College to support Zoning “project goal of finding remaining buildable lots and housing potential in New Hampshire.”

Final Purchase Order issued for ARPA funded project supporting Office of IT cybersecurity initiatives.

Scheduled FY2025 DoverNet PC Replacement systems ordered and arrived.

New Utility Systems IT Technician is now in place, based at Public Works Building.

Deputy IT Director attended LEAN workshop receiving LEAN yellow belt certificate.

Continued support of Community Services Engineering team in submission of Lead Service Line Inventory report to the State of NH.

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, Jared Mancuso, Camera Operator, Lucas Henry, Camera Operator

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

Media Services produced five episodes of the Dover Download podcast in December. Topics included a conversation about the value of shopping locally for the holidays, examining the city's water service line inventory, looking at the new version of the Recreation Advisory Board, and a conversation about transparency and local government. Dover Download is a weekly look at what's happening in Dover, hosted by Deputy City Manager Christopher Parker.

Media Services provided coverage of the annual Holiday Parade, held on December 1. Cochecho Friends organized this year's parade.

In December, Media Services released a 12-minute video that takes a detailed look at the Police Department's balanced approach to homelessness. The video features interviews with the department's Social Work Unit, including supervisor Kaitlin Jones, Outreach Social Worker Kelli Jo Deardorff, and Youth & Family Social Worker Alexis Taatjes, who explain their hands-on approach to helping unhoused individuals. While enforcing camping restrictions on public property, the department follows a progressive model that prioritizes offering assistance before taking enforcement action. The video can be viewed here: <https://dovernh.viebit.com/watch?hash=jLvqi1kE6LbzCi8u>.

In December, Media Services produced content to help promote numerous holiday events sponsored by the City of Dover, Greater Dover Chamber of Commerce, and Dover Main Street.

In December, Media Services sent out 69 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 December, Media Services distributed news releases across multiple platforms for other city matters, including ongoing projects and special announcements.

Media Services provided live and taped televised and/or multimedia coverage of 23 meetings and special events in December.



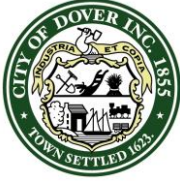
COAST

Ridership Activity

Coast ridership dropped off in November compared to last month, as it has in years past. Even so, ridership has increased over last November.



J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

JOINT MEETING OF CITY COUNCIL AND SCHOOL BOARD - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 305**
Meeting Date: **Monday, December 2, 2024**
Meeting Time: **6:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Robin Trefethen led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

Council

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

Absent: Councilor Nemeth, Councilor Warach

School Board

Present: Robin Trefethen, Carolyn Mebert, Michelle Clancy, Maggie Fogarty, Elizabeth Goldman

Absent: Michaela Demeter (excused), Craig Flynn

Also Present: City Manager Joyal, Deputy City Manager Parker, Finance Director Lynch, City Clerk Vansylvong-Bizier, Business Administrator Limanni, Superintendent Harbron

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.

Peter Schmidt, 53 Fourth Street, spoke in regards to the JBC athletic complex project.

Deputy Mayor read a statement from Tony McManus.

6. DISCUSSIONS

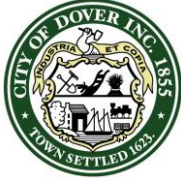
A. PRELIMINARY FY2026 TAX CAP CALCULATION AND PROPOSED BUDGET DISCUSSION

City Manager Joyal and Finance Director Lynch presented three handouts: Tax Cap Override History, FY2026 Tax Cap Calculation, and FY2026 General Fund budget estimate worksheet.

The Manager and Finance Director addressed questions from the Council and School Board.

7. ADJOURNMENT

Deputy Mayor Shanahan moved to adjourn, seconded by Councilor Williams. Vote: U/A.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Special Meeting**
Meeting Location: **McConnell Center, Room 305**
Meeting Date: **Monday, December 2, 2024**
Meeting Time: **To Immediately Follow Workshop**

1. CALL TO ORDER

2. ~~MOMENT OF SILENCE~~

3. ~~PLEDGE OF ALLEGIANCE~~

4. ROLL CALL ATTENDANCE

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

Absent: Councilor Nemeth, Councilor Warach

Also Present: City Manager Joyal, Deputy City Manager Parker, Finance Director Lynch, City Clerk Vanslyvong-Bizier

5. PUBLIC FORUM

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

Christine Baber, 5 Gerry's Lane, believes it is difficult to get more detailed information on the cost of the athletic complex.

Allison Davis, 11 Hidden Valley Dr, spoke against installing artificial turf for the athletic complex.

Peter Schmidt, 53 Fourth St, spoke against installing artificial turf for the athletic complex.

6. NEW BUSINESS

A. FY2026 CAPITAL IMPROVEMENTS PROGRAM APPROPRIATION FOR DOVER HIGH SCHOOL ATHLETIC COMPLEX AND AUTHORIZATION FOR BONDING (TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 11, 2024 WITH A VOTE TO OCCUR DECEMBER 18, 2024) (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY COUNCILOR CULLEN

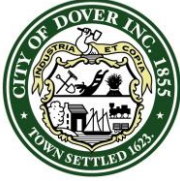
Deputy Mayor Shanahan motioned to refer the resolution to public hearing, seconded by Councilor Retrosi.

Vote: 7-0.

B. FY2026 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED APPROPRIATION FOR DOVER HIGH SCHOOL ATHLETIC COMPLEX PROJECT (TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 11, 2024 WITH A VOTE TO OCCUR TO DECEMBER 18, 2024) (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY COUNCILOR CULLEN

Deputy Mayor Shanahan motioned to refer the resolution to public hearing, seconded by Councilor Hackett.

Vote: 7-0.



CITY OF DOVER

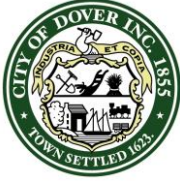
CITY COUNCIL - MINUTES

Meeting Type: **Special Meeting**
Meeting Location: **McConnell Center, Room 305**
Meeting Date: **Monday, December 2, 2024**
Meeting Time: **To Immediately Follow Workshop**

7. ADJOURNMENT

Councilor Retrosi moved to adjourn, seconded by Councilor Hackett.
Vote: 7-0.

DRAFT



CITY OF DOVER

JOINT MEETING OF CITY COUNCIL, SCHOOL BOARD AND JOINT BUILDING COMMITTEE DOVER HIGH ATHLETIC COMPLEX - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **Dover High School Auditorium**
Meeting Date: **Tuesday, December 3, 2024**
Meeting Time: **6:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Ernie Clark led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

Council:

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

School Board:

Present: Robin Trefethen, Carolyn Mebert, Michelle Clancy, Maggie Fogarty, Micaela Demeter, Elizabeth Goldman

Absent: Craig Flynn

Joint Building Committee:
Present:

Also Present: City Manager Joyal, Deputy City Manager Parker, Finance Director Lynch, Superintendent Harbron, Business Administrator Limanni, City Clerk Vansylyvong-Bizier

5. DISCUSSIONS

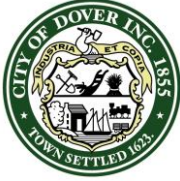
A. DHS ATHLETIC COMPLEX PROJECT UPDATE AND SUPPLEMENTAL FUNDING REQUEST

Councilor Cullen gave a PowerPoint Presentation to the Council and School Board outlining the athletic complex design and cost.

Councilor Cullen introduced Neil Hanson, Tighe & Bond, and Preston Hunter, Eckman Construction. Both gentlemen gave an overview of their involvement with the project.

Councilor Cullen, Neil Hanson, and Preston Hunter answered questions from the Council and School Board.

6. PUBLIC FORUM



CITY OF DOVER

JOINT MEETING OF CITY COUNCIL, SCHOOL BOARD AND JOINT BUILDING COMMITTEE DOVER HIGH ATHLETIC COMPLEX - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **Dover High School Auditorium**
Meeting Date: **Tuesday, December 3, 2024**
Meeting Time: **6:00 pm**

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

Peter Bixby, 69 Glenwood Ave, asked what would happen to the components of the field once it is replaced. Mr. Bixby spoke about the importance of reduce, reuse and recycle, and is concerned about the waste. Mr. Bixby spoke about the high cost of the project.

Cynthia Walter, 22 West Concord St, spoke about the athletic complex project and the cost, as well as the importance of organic turf vs. synthetic turf.

Allison Davis, 11 Hidden Valley Dr, spoke against the use of synthetic turf for the athletic complex project.

Gary Dickerman, 39 Sandra's Run, spoke about the high cost of the athletic complex project.

Katherine Surman, 39 Sandra's Run, has concerns about PFAS and injuries. Believes there is more to be done.

Greg Kageleiry, 58 Constitution Way, spoke about the importance of students having a nice field to play on. Believes the Council and School Board need to come to a consensus because the field cannot stay the way it is.

David Whitney, 10 Cherokee St, spoke in favor of the athletic project.

Peter Schmidt, 53 Fourth St, spoke about the importance of the fiscal prudence and cautioned about the high cost.

Alex Barbahen, 835 Central Ave, spoke about PFAS concerns and water pollution, as well as the financial burden the project would cause.

Yulia Rothenburg, 5 Chartergrant Rd, spoke about the environmental issues with synthetic turf.

Bill Baber, 5 Gerry's Ln, spoke about the issue of cost, the health and safety of the athletics playing on turf.

Steve Fellow, 8 Homestead Ln, spoke in favor of the investment of the athletic complex as well as the importance of funding the school department.

Nick Piatti, 13 Elmview Cir, spoke in favor of the athletic complex project.

Scarlett Grey, 181 County Farm Cross Rd, spoke in favor of the athletic complex project.

Kevin Sprague, 27 Woodland Rd, spoke in favor of the athletic complex project.

Jamie Stevens, 7 Drew Rd, spoke in favor of the athletic complex project.

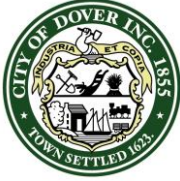
Jason Subirana, 10 Lundy Point Dr, spoke in favor of the athletic complex project.

Jim Verschuere, 102B Sixth St, spoke about the lack of funding for education and that it is not the time to fund athletic complex project.

Will Andrews, HS Senior, spoke in favor of the athletic complex project.

Tristan Earley, 8 Harlans Way, spoke in favor of the athletic complex project.

Roger Mercier, 304 Back Rd, spoke in favor of the athletic complex project.



CITY OF DOVER

JOINT MEETING OF CITY COUNCIL, SCHOOL BOARD AND JOINT BUILDING COMMITTEE DOVER HIGH ATHLETIC COMPLEX - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **Dover High School Auditorium**
Meeting Date: **Tuesday, December 3, 2024**
Meeting Time: **6:00 pm**

Scott Dubbin, 173B Dover Point Road, spoke in favor of the athletic complex project.

Peter Wotton, 12 Apache St, spoke about the athletic complex project and expressed the importance of doing the project right.

Ken Osbourne, previous football coach and teacher at DHS, spoke in favor of the athletic complex project.

Tim McCoy, 270 Washington St, spoke in favor of the athletic complex project.

George Maglaras, 65 Cochecho St, spoke in favor of the fields being renovated, but feels there needs to be a more in-depth cost analysis.

Sandra Cohen-Holmes, 34 Fisher St, feels the fields need to be renovated but there could be other alternatives to synthetic turf.

Christine Baber, 5 Gerry's Landing, spoke about the price of the project, and concerns with synthetic turf being used in the athletic complex project.

Chris Lynch, 35 Wildewood Ln, spoke in favor of the athletic complex project.

Kevin Calhoun, 36 Lucy Ln, spoke in favor of the athletic complex project.

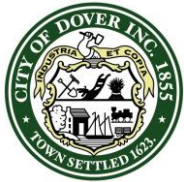
Josh Knight, Athletic Director, spoke in regards to the difference of injuries on synthetic fields and well-maintained grass fields, as well as the need for a new shed for the grounds department. Mr. Knight urged those to consider how many students will use the fields.

Jeremy Small, 16 Roberts Rd, doesn't believe there is difference between injuries on synthetic turf vs. grass fields unless the grass fields are maintained at professional sports teams' standards.

7. ADJOURNMENT

Councilor Retrosi moved to adjourn, seconded by Deputy Mayor Shanahan.

Vote: U/A.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 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 Nemeth, Councilor Retrosi, Councilor Cullen, Councilor Hackett, Councilor Warach, Deputy Mayor Shanahan, Mayor Carrier

Absent: Councilor Richer, Councilor Williams

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

5. PROCLAMATIONS/AWARDS

Mayor Carrier recognized the St. Thomas Aquinas High School Girls' Soccer Team with a proclamation.

6. APPROVAL OF AGENDA

Deputy Mayor Shanahan moved to approve the agenda, seconded by Councilor Retrosi.
Vote: 7-0.

7. PUBLIC HEARINGS

Deputy Mayor Shanahan moved to amend Council rules to speaking for public hearings and public forum to a two-minute limit, seconded by Councilor Cullen.
Roll Call Vote: 7-0.

A. CHAPTER 105, SECTION 21

SPONSORED BY MAYOR CARRIER BY REQUEST

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

B. FY2026 CAPITAL IMPROVEMENTS PROGRAM APPROPRIATION FOR DOVER HIGH SCHOOL ATHLETIC COMPLEX AND AUTHORIZATION FOR BONDING

(VOTE TO OCCUR DECEMBER 18, 2024)

(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)

SPONSORED BY COUNCILOR CULLEN

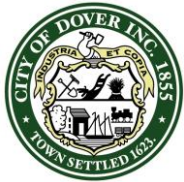
Susan Smith, 2 Susannah's Crossing, requested more information on the cost of the project.

Allison Davis, 11 Hidden Valley Dr, spoke about concerns with the cost of the project.

Doug McGregor, 43 Ezra's Way, spoke in favor of the project.

Robin Trefethen, 3 Nantucket Ct, spoke about her support for the project as a member of the community. As a School Board member, she spoke about concerns with the cost of the project.

John Atherton, spoke about the cost of the project.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

Carter Judkins, 100 First St, spoke about concerns with the project in regards to PFAS, and the cost of the project.

Robert Gordon, 31 Atkinson St, spoke about the cost of the project and concerns with synthetic turf.

Christine Baber, 5 Gerry's lane, asked the Council to bring in experts for natural grass and to understand the cost differential of natural grass versus synthetic turf.

Cynthia Walter, 22 West Concord St, spoke about concerns with the cost of the project.

Melanie Rhodes, 4 Austin Dr, read a letter from her husband Chuck Rhodes, and they spoke about the concerns with public health in regards to the use of synthetic turf, and the cost of the project.

Jeremy Small, 16 Roberts Rd, spoke in favor of the project.

Steven Fellows, 8 Homestead Ln, spoke in favor of the project.

Emily Murphy, 4 Shaw's Ln, spoke about the possibility of other options for the field in regards to turf.

Leann Sapienza, 40 1/2 Dover Point Rd, spoke about the importance of fully funding the school department and concerns with the cost of the project.

Audrey Carter, 10 Tamarack Dr, spoke in favor of the project.

Peter Wotton, 12 Apache St, spoke in favor of the project.

Kevin Sprague, 27 Woodland Rd, spoke in favor of the project.

Jamie Stevens, 7 Drew Rd, spoke in favor of the project.

Shelly McGregor, 43 Ezra's Way, spoke in favor of the project.

Bill Baber, 5 Gerry's Ln, asked the Council to have as much information as possible before making any decision and to be transparent with the public about it.

Gary Dickerman, 39 Sandra's Run, spoke about the cost of the project and the revenue it may or may not generate.

Matt Labarre, 95 County Farm Cross Rd, spoke in favor of the project.

Greg Kageleiry, 58 Constitution Way, spoke about the importance of making the decision based on what is best for the students.

Chris Ketcham, 22 Evergreen Valley Dr, spoke in favor of the project.

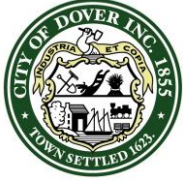
Greg Hunt, 295 Back Rd, spoke about the cost of the project.

Jeff Sanborn, 30 Silver St, spoke in favor of the project.

Kevin Calhoun, 36 Lucy Ln, spoke in favor of the project.

Tim McCoy, 270 Washington St, spoke about the importance of renovating the fields.

Brian Snow, 20 Dean Dr, spoke in favor of funding the project.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

Annie Wagner, 12 Niles St, spoke in favor of funding the project.

**C. FY2026 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED
APPROPRIATION FOR DOVER HIGH SCHOOL ATHLETIC COMPLEX PROJECT
(VOTE TO OCCUR DECEMBER 18, 2024)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY COUNCILOR CULLEN**

Kate Surman, 39 Sandra's Run, asked for more detailed financial information in regards to the project.

Connor Lazars, 11 West Concord St, spoke in favor of funding the project.

Ben Castles, 11 Red Fox Ln, spoke in favor of funding the project.

Hector Martinez, 17 Hampshire Cir, spoke in favor of funding the project.

Cynthia Walter, 22 West Concord St, spoke about breaking up the project in parts to lower the cost.

Jeremy Small, 16 Roberts Rd, spoke in favor of funding the project.

Micaela Demeter, 33A Piscataqua Rd, spoke about the timing of the project.

Nick Piatti, 13 Elmview Cir, spoke in favor of funding the project.

Lily Hunt, 28A Cataract Ave, spoke in favor of funding the project.

Lenora R, 7A Avon Ave, spoke in favor of funding the project.

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.

Eric Lever, 42 Main St, addressed the resolution to reprogram funds from the downtown redesign, he asked the Council to not vote in favor of the resolution.

Aaron Williams, 51 Sixth St, urged the Council to vote down the resolution to reprogram funds from the downtown redesign.

Kate Surman, 39 Sandra's Run, voiced concerns about the crosswalk at 388 Central Ave.

Nick Piatti, 13 Elmview Cir, spoke in favor of the athletic complex project.

Maxine Goard, 6 Beverly Ln, spoke in favor of the athletic complex project.

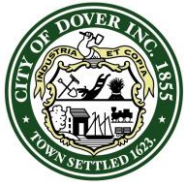
Christine Wilhelm, 137 Henry Law Ave, spoke in favor of the athletic complex project.

Gary Dickerman, 39 Sandra's Run, spoke about items to address with the athletic complex project.

Kevin Sprague, 27 Woodland Rd, thanked the Council for listening and voiced support for the athletic complex project.

Ronan O'Doherty, 13 Elliot Park, spoke in favor of the athletic complex project.

Jamie Stevens, 7 Drew Rd, spoke in favor of the athletic complex project and thanked the Council and JBC for their efforts.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

9. CITY MANAGER'S REPORT

City Manager Joyal gave an overview of his report to the Council that was submitted in writing. The Manager appointed Mary Beth Rudolph to Dover Housing Authority for a term of 1/1/2025 to 3/31/2028.

Deputy Mayor Shanahan moved to approve the report, seconded by Councilor Warach.
Vote: 7-0.

10. APPROVAL OF MINUTES

A. November 6, 2024 – Non-Public, Workshop, Special Meeting

B. November 13, 2024 – Regular Meeting

Deputy Mayor Shanahan moved to approve the sets of minutes, seconded by Councilor Retrosi.
Vote: 7-0.

11. MAYOR'S REPORT

The Mayor gave an overview of events and meetings he attended over the last few weeks. Deputy Mayor Shanahan moved to approve the Mayor's Report, seconded by Councilor Hackett.
Vote: 7-0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 105, SECTION 21

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the ordinance, seconded by Councilor Retrosi. City Manager Joyal gave an overview of the ordinance to the Council.
Roll Call Vote: 6-0.

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. REPROGRAM UNEXPENDED BOND PROCEEDS FROM CHESTNUT STREET BRIDGE REPLACEMENT TO SIXTH STREET (BLACKWATER) BRIDGE REPLACEMENT PROJECT

(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)

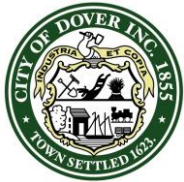
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Nemeth.

City Manager Joyal gave an overview of the resolution to the Council.

Roll Call Vote: 6-0.

2. REPROGRAM UNEXPENDED BOND PROCEEDS FROM DOWNTOWN TRAFFIC EFFICIENCY IMPROVEMENTS PROJECT TO COCHECO WATERFRONT



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

DEVELOPMENT SITE IMPROVEMENTS PROJECT
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Retrosi.

City Manager Joyal gave an overview of the resolution to the Council.

Roll Call Vote: 7-0.

3. ADOPTION OF FY2026-FY2031 CAPITAL IMPROVEMENTS PLAN
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Hackett.

City Manager Joyal gave an overview of the resolution to the Council.

Deputy Mayor Shanahan moved to remove under "Fire and Rescue" section heavy rescue replacement for \$1,500,000.00 in fiscal year 2028, seconded by Councilor Retrosi.

Vote: 7-0.

Councilor Cullen moved to amend under "Education" section \$600,000.00 for Dover High School solar panel purchase from FY2026 to FY2029, seconded by Councilor Retrosi.

Discussion ensued.

Councilor Cullen withdrew motion and Councilor Retrosi withdraw second.

Councilor Cullen moved to reflect \$1,000,000.00 in FY2029 for the purposes of Dover High School solar panel array purchase, and remove the dollar amounts reflected in FY2026, 2027, 2028 and 2030, seconded by Councilor Retrosi.

Roll Call Vote: 2-5, with Councilor Nemeth, Councilor Hackett, Councilor Warach, Deputy Mayor Shanahan, and Mayor Carrier opposed.
Motion fails.

Deputy Mayor Shanahan moved to approve the amended Capital Improvements Plan, seconded by Councilor Hackett.

Roll Call Vote: 7-0.

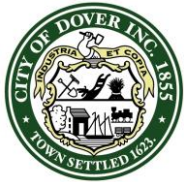
4. APPROPRIATION FOR FY2026 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Warach.

City Manager Joyal gave an overview of the resolution to the Council.

Roll Call Vote: 7-0.

5. APPROPRIATION FOR FY2026 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded Councilor Warach. City Manager Joyal gave an overview of the resolution to the Council.

Deputy Mayor Shanahan moved to amend the FY2026 capital improvements program and authorization for bonding to eliminate item #4: \$1,500,000.00 for Fire and Rescue Heavy Rescue Replacement, seconded by Councilor Warach.

Roll Call Vote: 7-0.

Deputy Mayor Shanahan moved to approve the amended resolution, seconded by Councilor Hackett.

Roll Call Vote: 7-0.

13. NEW BUSINESS

A. CONSENT CALENDAR

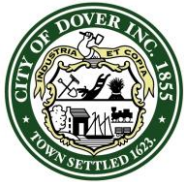
1. **B23024 – ARCHITECTURAL DESIGN SERVICES – WATERFRONT PARK BUILDING, ADDITIONAL SCOPE OF WORK**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B14074 ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE PUDDING HILL WATER TREATMENT FACILITY, AMENDMENT NO. 5 – UNDERWOOD ENGINEERS**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **B13052 EMULSION POLYMER EXTENSION WITH SOLENIS LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **TIRE, ELECTRONICS AND PROPANE TANK RECYCLING SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **HOLMATRO RESCUE TOOLS – STATE OF MA CONTRACT WITH INDUSTRIAL PROTECTION SERVICES, LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **AMENDMENT TO AD HOC COMMITTEE TO ADDRESS COMMUNITY HOUSING NEEDS**
SPONSORED BY MAYOR CARRIER BY REQUEST
7. **APPROVAL OF AMENDMENTS TO ETHICS COMMISSION OPERATING RULES**
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the Consent Calendar, seconded by Councilor Nemeth.

No Councilors wished to pull any items for further discussion.

Roll Call Vote: 7-0.

COMMITTEE REPORTS



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

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. Recreation Advisory (Retrosi)
8. Energy Commission (Richer)
9. Parking Commission (Warach)
10. McConnell Center Advisory Committee (Retrosi)
11. Legislative Liaison (Shanahan)
12. Committee for Racial Equity and Inclusion (Nemeth)
13. Graffiti Management Advisory Committee (Nemeth)
14. Ordinance Committee (Shanahan)
15. Solid Waste Advisory Committee (Hackett)
16. Transportation Advisory Commission (Richer)
17. Heritage Commission (Retrosi)
18. Board of Health (Richer)
19. Downtown TIF Advisory Board (Warach)
20. **Cocheco Waterfront Development Advisory Committee (Carrier)**
21. **COAST (Shanahan)**
22. **Waterfront TIF Advisory Board (Warach)**
23. **Dover Main Street (Carrier)**
24. **Strafford Regional Planning Commission (Williams)**
25. **Government Affairs (Carrier)**
26. **Cemetery Board (Warach)**
27. **Joint Building Committee – Athletic Complex (Cullen)**

Deputy Mayor Shanahan presented the Appointments Committee Report to the Council for approval as follows:

New Appointments:

Virginia Kristl – Solid Waste Advisory Committee – Alternate Member (term: 12/11/2024 to 12/11/2027)

Paige Vaughn – Arts Commission – Alternate Member (term: 12/11/2024 to 2/14/2027)

Amy Wernock – Arts Commission – Regular Member (term: 12/11/2024 to 9/14/2025)

Chris Jennings – Recreation Advisory – Regular Member (term: 12/11/2024 to 12/11/2027)

Resignations:

George Regan – Zoning Board of Adjustment

Denyse Anderson – McConnell Center Advisory

Maurice Olivier – Transportation Advisory

Change in Status:

Jackson Browne – Alternate to Regular Member – Zoning Board of Adjustment

Removal due to absenteeism:

Shawn Mickelonis – Recreation Advisory Committee & Dover Utilities Commission

Deputy Mayor Shanahan motioned to accept the Appointments Committee Report as presented, seconded by Councilor Warach.

Vote: 7-0.

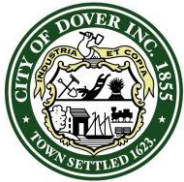
Deputy Mayor Shanahan gave an overview of the COAST report to the Council.

Mayor Carrier gave an overview of the Dover Main Street report to the Council.

A lengthy discussion ensued in regards to the Joint Building Committee – Athletic Complex. The Council came to a consensus that they would like more information from the JBC with the expectation that the project will be in 2026.

B. RESOLUTIONS

1. B25007 AWARD OF BID WATERFRONT PAVILION CONSTRUCTION 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, December 11, 2024**
Meeting Time: **7:00 pm**

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Hackett.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 7-0.

2. APPROVAL OF FUNDS TO EVERSOURCE FOR NEW UNDERGROUND UTILITY SOURCE TO WATERFRONT

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Retrosi.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 7-0.

3. GROUNDWATER EXPLORATION & DEVELOPMENT-GRIFFIN PRODUCTION WELL RE-PERMITTING-EMERY & GARRETT

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Warach.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 7-0.

4. B11001 CONSTRUCTION OVERSIGHT OF UPGRADES TO RIVER STREET PUMP STATION AMENDMENT NO. 1 WRIGHT-PIERCE

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved approve the resolution, seconded by Councilor Retrosi.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 7-0.

5. AUTHORIZATION TO PURCHASE TWO AMBULANCES USING BODY RE-MOUNT PROGRAM WITH PL CUSTOM BODY & EQUIPMENT WITH SUGARLOAF AMBULANCE-RESCUE VEHICLES VIA SOURCEWELL

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Warach.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 7-0.

6. AUTHORIZATION TO PURCHASE TWO 2025 FORD F-600 PLOW TRUCKS AND UPFIT
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Nemeth.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 7-0.

7. PURCHASE OF 2025 MODEL YEAR VEHICLES – STATE OF NH CONTRACTS
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Hackett.
City Manager Joyal gave an overview of the resolution to the Council.
Roll Call Vote: 7-0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

- 8. APPROPRIATION FOR FY2026 CAPITAL IMPROVEMENTS PROGRAM – AMBULANCE REPLACEMENT NON-DEBT FINANCED PROJECT
(TO BE REFERRED TO A PUBLIC HEARING AND VOTE ON DECEMBER 18, 2024)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Shanahan moved to refer the resolution to a public hearing on January 15, 2025, seconded by Councilor Warach.
Vote: 7-0.

- 9. REPROGRAM UNEXPENDED CIP APPROPRIATION FROM IRELAND WELL REPLACEMENT FY2017 CIP PROJECT TO GARRISON HILL WATER STORAGE TANK CIP PROJECT
(TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 8, 2025 WITH A VOTE TO OCCUR JANUARY 22, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Shanahan moved to refer the resolution to a public hearing on January 15, 2025, seconded by Councilor Nemeth.
Vote: 7-0.

- 10. REPROGRAM UNEXPENDED BOND PROCEEDS FROM VARIOUS WATER FUND CAPITAL PROJECTS TO GARRISON HILL WATER STORAGE TANK REHABILITATION PROJECT
(TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 8, 2025 WITH A VOTE TO OCCUR JANUARY 22, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST**

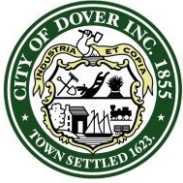
Deputy Mayor Shanahan moved to refer the resolution to a public hearing on January 15, 2025, seconded by Councilor Warach.
Vote: 7-0.

- 11. REPROGRAM UNEXPENDED BOND PROCEEDS FROM DOVER HIGH SCHOOL CONSTRUCTION PROJECT TO DOVER SCHOOLS LED LIGHTING UPGRADES PROJECT
(TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 8, 2025 WITH A VOTE TO OCCUR JANUARY 22, 2025)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Shanahan moved to refer the resolution to a public hearing on January 15, 2025, seconded by Councilor Hackett.
Vote: 7-0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, December 11, 2024**
Meeting Time: **7:00 pm**

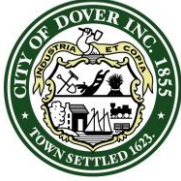
Deputy Mayor Shanahan moved to place a letter from the Woodman Museum on file with the minutes, seconded by Councilor Warach.

Vote: 7-0.

15. COUNCIL MATTERS OF INTEREST

16. ADJOURN

DRAFT



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.12.11 - 215**

Resolution Re: Appropriation For FY2026 Capital Improvements Program
– Ambulance Replacement Non-Debt Financed Project

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

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 4 Fire & Rescue Ambulance replacement that require orders to be placed during FY2026 to receive ambulance in FY2029 and to finance these improvements with transfers from Capital Reserve Funds; and

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

The following capital outlays are appropriated as part of the FY2026 Capital Improvements Program for the purpose of Fire & Rescue ambulance replacement requiring orders to be placed in FY2026 to receive vehicles in FY2029 as presented in the CIP, and to finance these improvements with transfers from Capital Reserve Funds in the amounts listed in CIP Year 4.

Item	Description	Appropriation	Funding	Fund
1	Ambulance Replacement	613,000	General Fund Capital Reserve	Trust

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

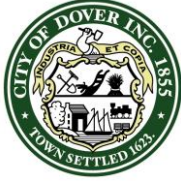
Approved as to Legal
Form and Compliance: Joshua Wyatt
City Attorney

Recorded by: Jerrica Vansylyvong-Bizier
City Clerk

DOCUMENT HISTORY:

Document Created by: Finance Department
Document Posted on: January 10, 2025

R-2024.12.11 FY2026 CIP Ambulance Replacement Non Debt
Financed Project Resolution AML (3)
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.12.11 - 215**

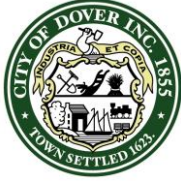
Resolution Re: Appropriation For FY2026 Capital Improvements Program
– Ambulance Replacement Non-Debt Financed Project

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2024.12.11 - 215**

Resolution Re: Appropriation For FY2026 Capital Improvements Program
– Ambulance Replacement Non-Debt Financed Project

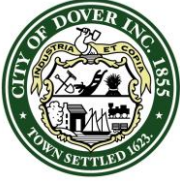
RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates capital reserve funds to finance a portion of the FY2026 Capital Improvements Program (CIP) as presented in the FY2026 to FY2031 Capital Improvements Program book. In addition, this resolution authorizes the transfer of Capital Reserve Fund moneys.

The amount to be appropriated for the Fire & Rescue Ambulance Replacement CIP project will be financed by a transfer from the General Fund Capital Reserve.

The General Fund Capital Reserve will have sufficient funds for the Ambulance replacement appropriation of \$613,000 that will be expended in FY2029 as a transfer from the General Fund of \$2,175,000 into the reserve is proposed in the FY2026-2031 CIP to be budgeted during FY2029 as part of the City's General Fund Operating Budget. The projected balance in the General Fund Capital Reserve as of June 30, 2028 will be \$286,412. Accounting for the proposed transfer into the capital reserve in FY2029 and proposed FY2029 CIP expenditures from the General Fund capital reserve, the projected balance of the capital reserve as of June 30, 2029 is \$292,276.

In February 2024, Sourcewell awarded contract #122123-PLC to PL Custom Body and Equipment Co, Inc. of Manasquan, NJ as the contract holder with Sugarloaf Ambulance/Rescue Vehicles, located in Alfred, Maine, as the New England dealer. The City wishes to purchase a 2025 Ford F550 Classic Type 1 ambulance, including applicable upfit, in the amount of \$408,000.00 using CIP funds.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2025.01.15 - 1**

Resolution Re: Approval of Funding Support for CAPSC Home for Now Shelter Operations During 2024-2025 Winter Months

WHEREAS: The Community Action Partnership of Strafford County (CAPSC) is requesting financial support from the City of Dover this fiscal year for the re-establishment and ongoing operation of the Home for Now Shelter in Rochester NH; and

WHEREAS: The grant funding is being provided by the City of Dover Welfare Office Emergency Shelter account in the amount of \$20,000.00 and will be subject to CAPSC offering available shelter space to persons and families without housing referred to them by the Dover Public Welfare Department and to provide emergency overflow space as needed for families that are unable to be accommodated at the Willand Emergency Warming Center because of its low barrier status; 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 Community Action Partnership of Strafford County in the grant amount of \$20,000.00. The City Manager, or designee, is hereby authorized to enter into a grant agreement with the vendor consistent with the Purchase Order authorized herein. The funding being provided by the City of Dover is subject to assisted shelter offering available shelter space to persons and families without housing referred to them by the Dover Public Welfare Department and to provide emergency overflow space as needed for families that are unable to be accommodated at the Willand Emergency Warming Center because of its low barrier status.

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

Financing

Account	Description	Appropriation	Balance
1000.1.400.44430.4592.00000.00	General Assistance Emergency Shelter	100,000.00	74,080.00

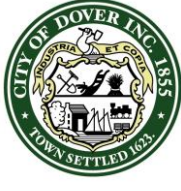
AUTHORIZATION

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.1. Resolution Number: R - 2025.01.15 - 1 Resolution Re: Approval of Funding Support for CAPSC Home for Now Shelter Operations During 2024-2025 Winter Months
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DOCUMENT HISTORY:

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

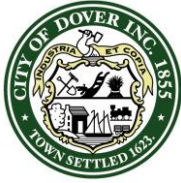
DOCUMENT ACTIONS:

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

Home for Now is a 32-bed year-round shelter located at 202 Washington St Rochester NH that serves individuals and families experiencing homelessness in Strafford County.

CAPSC is a non-profit who has been managing a homeless prevention and rapid re-housing program for twenty years and is a collaborative agency. They partner with many local service providers to create efficient and cost-effective service delivery models that seek to improve their client’s likelihood of success.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2025.01.15 - 2**

Resolution Re: B21048-RFP22-005 Design Engineering Services for the Cocheco Street Drain Line Replacement Additional Scope of Work

WHEREAS: A sealed (RFQ) Request for Qualifications #B21048 was solicited and received for on-call specialized municipal engineering services on an as-needed basis on May 13, 2021 at 3:00 p.m. for services to commence on or about July 1, 2021 for a four-year period. On July 28, 2021, City Council approved to award to several vendors in various engineering service areas for on-call specialized municipal engineering services via resolution [R-2021.07.28-135](#); and

WHEREAS: A project was identified meeting the criteria of RFQ #B21048, a sealed Request for Proposal #B21048-RFP22-005 was solicited for Design Engineering Services for the Cocheco Street Drain Line Replacement project on January 31, 2022 at 2:00 p.m.; and

WHEREAS: The City selected Kleinfelder Northeast, Inc., in the amount not to exceed \$85,892.00 via [R-2022.02.23-039](#)

WHEREAS: On 12/11/24, the City received additional scope of work from Kleinfelder Northeast, Inc. for additional scope of work, in the amount of \$99,235.75.

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 Kleinfelder Northeast, Inc. of Manchester, NH for Design Engineering Services for the Cocheco Street Drain Line Replacement project in the amount not to exceed \$99,235.72. 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
4023.1.300.43155.4715.03205.23	Cocheco River Outfall Stormwater - Land Improv	434,687.62	415,866.08

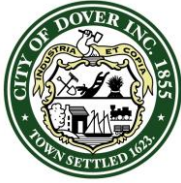
AUTHORIZATION

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 OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2025.01.15 - 2**
Resolution Re: B21048-RFP22-005 Design Engineering Services for the
Cocheco Street Drain Line Replacement Additional Scope of
Work

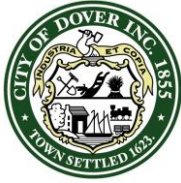
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2025.01.15 - 2**
Resolution Re: B21048-RFP22-005 Design Engineering Services for the Cocheco Street Drain Line Replacement Additional Scope of Work

RESOLUTION BACKGROUND MATERIAL:

The Cocheco River Outfall Project was initiated in 2022 to repair and upgrade the existing drain outfall to the Cocheco River. The existing box culvert, which consists of multiple pipe material, has seen previous failures of the structure, is vulnerable to additional structural failure, and is undersized to handle the stormwater flows from the upstream drainage basin. The original project anticipated the replacement of a new permanent box culvert from the Cocheco River to a location just downstream of Portland Avenue and the proposed “Portland Avenue Retaining Wall Project”.

Since initial scoping of the project, the City has been working with Kleinfelder to finalize alternative layouts and alignment for the proposed new culvert which would meet with the adjacent property owner/stakeholder parcel modifications.

Additionally, the existing culvert is located within the limits of an Eversource remediation project to remove contaminated soils 20-25 feet below existing grades. At this time, the Eversource remediation project and the city’s Cocheco River Outfall Project are anticipated to be constructed concurrently to limits impacts to the adjacent property owners. There has been significant coordination with Eversource given the complexity of the two projects, and site considerations and constraints.

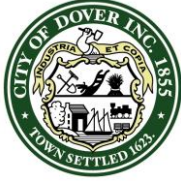
The city received a proposal for additional scope of work, dated December 31, 2024, that incorporates the additional effort in design as a result of the coordination with the adjacent property owners, and the Eversource Project. A summary of the additional scope of work per task is noted in the table below.

Task	Amendment
Task 1 – Existing Conditions & Base Mapping	\$0.00
Task 2 – H&H Modeling	11,109.97
Task 3 – Subsurface Data Review	10,634.82
Task 4 – Contract Documents	37,364.23
Task 5 – Easement Plans	3,561.00
Task 6 – PM/Meetings	32,935.73
Task 7 – Environmental Permitting	3,630.00
Project Totals	\$ 99,235.75

Kleinfelder has indicated that there is an opportunity for a “fee consideration” from EVERSOURCE in the amount of \$23,240.00 relative to tasks 1-7.

Bid Information:

A sealed Request for Proposal #B21048-RFP22-005 was solicited to pre-approved firms and approved via resolution [R-2021.07.28-135](#) for Design Engineering Services for the Cocheco Street Drain Line Replacement on January 31, 2022 at 2:00 p.m.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2025.01.15 - 2**

Resolution Re: B21048-RFP22-005 Design Engineering Services for the Cocheco Street Drain Line Replacement Additional Scope of Work

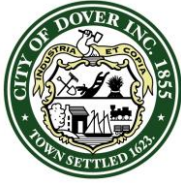
Award Information:

A purchase order will be issued to Kleinfelder Northeast Inc. to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	No/RFQ#B21048
Invitations Mailed:	8	Number of Responses:	3 (2 – No Bid)
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Completion	Estimated Delivery:	100 calendar days following NTP
Recommended Award to:	Kleinfelder Northeast, Inc.	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B21048-RFP22-005 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2025.01.15 - 3**

Resolution Re: Installation of Fiber at 271 Mast Road

WHEREAS: In July 2024, the City received four quotes for fiber installation services at 271 Mast Road with Howard Systems providing the lowest cost; and,

WHEREAS: In Summer 2024, the City requested a revision to the scope of work to accommodate the location of new Inspection Services Building; and,

WHEREAS: In October 2024, the City received a quote from Howard Systems in the amount of \$27,717.00 for the removal of existing fiber and the installation of new fiber at 271 Mast Road; 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 Howard Systems, Rochester, NH in the amount, not to exceed \$27,717.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
5300.1.300.43320.4720.03595.22	Water- Pudding Hill Water Treatment Plant	5,662,941.33	190,762.21

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

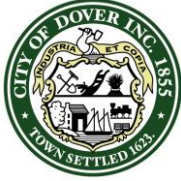
Approved as to Legal
Form and Compliance: Joshua Wyatt
City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2025.01.15 - 3**

Resolution Re: Installation of Fiber at 271 Mast Road

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:

New fiber media is required to support a longer connection distance related to utility systems operations. Four competitive quotes were requested and received for this work in July 2024 with Howard Systems being the lowest cost at \$22,776.00. This price includes a not-to-exceed \$4,000.00 for removal of old innerduct and fiber service.

Due to construction of new Inspection Services Building, the fiber path and scope of work has been altered with revised cost of \$27,717.00 received on October 4, 2025. This price includes a not-to-exceed \$3,600. for removal of old innerduct and fiber service.

As the revised cost now exceeds \$25,000.00, City Council approval is required prior to issuance of Purchase Order.

SCOPE-1: PROVIDE MM FIBER - \$6992.00

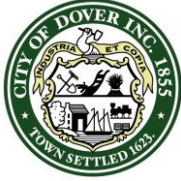
1900 ft. Corning Fiber 50/125 OM4 MM 12-strand fiber are armored sealed coated indoor/outdoor laser enhanced fiber

SCOPE-2: PROVIDE SM FIBER \$4159.00

1900 ft. Corning Fiber 8.3 OS2 SM 12-strand fiber are armored sealed coated indoor/outdoor laser enhanced fiber

SCOPE-3: PROVIDE HEADEND EQUIPMENT \$2700.00

Corning Rack mount fiber enclosures, with Corning 12F LC Fiber adapter panels with Corning LC connectors matching the fiber strand count and type of fiber, LC-to-LC duplex fiber jumpers for one set for each end



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2025.01.15 - 3**

Resolution Re: Installation of Fiber at 271 Mast Road

SCOPE-4: INSTALL FIBER \$6900.00

Installation of fiber purchased in scope one and two between Public works building data room to the tower equipment cabinet using the new and existing conduit. New conduit from public works building to the existing tower conduit installing fiber using best practices

SCOPE-5: PROVIDE HEADEND EQUIPMENT \$2766.00

Installation of Equipment purchased in scope three, Corning Rack mount fiber enclosures, with Corning 12F LC Fiber adapter panels with Corning LC connectors matching the fiber strand count and type of fiber, LC to LC duplex fiber jumpers for one set for each end

SCOPE-6: MANLIFT EQUIPMENT FOR HIGH BAY INSTALL \$600.00

Includes lift and overhead fastening hardware.

SCOPE-7: REMOVE OLD FIBER AND INNERDUCT \$3600.00

Removal of all old innerduct and fiber from building poles and underground as possible

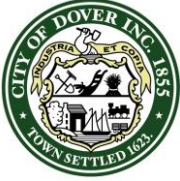
Total: \$27,717.00

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	N/A	Number of Responses:	3 quotes
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Project completion	Estimated Delivery:	As Needed
Recommended Award to:	Howard Systems	Fund:	Water – Pudding Hill Treatment Plant
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.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2025.01.15 - 4**

Resolution Re: Approval of Reach for the Top Therapy Services
McConnell Center Lease Agreement

WHEREAS: Reach for the Top Therapy Services, a non-profit corporation, seeks to enter into a five (5) year lease with the City of Dover; and

WHEREAS: The location of the leased premise would be rooms 328, 330, 331, 332, 333, and 346 at the McConnell Center, located as 61 Locust Street, which together contains 4,903 square feet; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The City Manager is authorized to sign a lease agreement between the City of Dover and Reach for the Top Therapy Services for rental of rooms 328, 330, 331, 332, 333, and 346, for five years.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

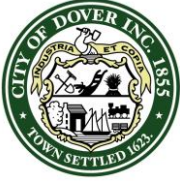
Approved as to Legal Joshua M. Wyatt
Form and Compliance: City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2025.01.15 - 4**

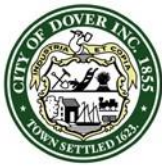
Resolution Re: Approval of Reach for the Top Therapy Services
McConnell Center Lease Agreement

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See draft Lease Agreement between parties attached to this Resolution. Expected to be approved by the McConnell Center Advisory Board on January 27, 2025.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2024, by and between **REACH FOR THE TOP THERAPY SERVICES** of 61 Locust Street, New Hampshire 03820, a non-profit corporation, (hereinafter referred to as “LESSEE”), and the **CITY OF DOVER**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree as follows:

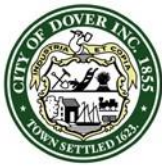
1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Space within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, which Space is intended to contain 4,903 square feet and more particularly identified as rooms 328, 330, 331, 332, 333, and 346 (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use available parking in the McConnell Center/Library parking lot for LESSEE’ employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations, subject to applicable law and regulations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed parking spaces will not be reserved and are available on a first come first served basis with no signage designating parking spaces to the LESSEE. The LESSOR does not guarantee the availability of any parking spaces at any time. Parking may be subject to change, amendment, or relocation for good cause at the sole discretion of the City of Dover.

The term of LESSEE’s Lease Agreement shall be for five (5) years beginning on March 1, 2025 and ending on February 28, 2028. There shall be an option to renew at the LESSEE’S request pursuant to Paragraph 7.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1st of a month, that month’s rent shall be prorated based on the number of days in the month. The first year’s rent charges are based upon space allocation of 4,903 square feet and calculated using the following components:



CITY OF DOVER

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DOVER, NH 03820
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603.516.6000

Component	Rate	Assessment	
		Annual	Monthly
Fixed Rent	\$ 6.50	\$ 31,869.50	\$ 2,655.79
Capital Reserve	\$ 0.40	\$ 1,961.20	\$ 163.43
Utilities*	\$ 8.61	\$ 42,214.83	\$ 3,517.90
Other as agreed	\$ 0.00	\$ 0.00	\$ 0.00
Total Rent Assessment	\$15.51	\$ 76,045.53	\$ 6,337.12

(*) Utilities costs are variable based upon actual costs as outlined in Section 2.

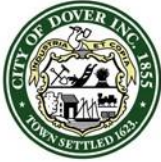
2. Operations and Maintenance.

The LESSEE shall be responsible for payment of all Utilities costs associated with the Space, including electricity, water, gas, heat and shared custodial, snow removal and associated supplies. Utilities costs of this Lease Agreement is established at \$8.61/sf and will be paid as part of the monthly total rent invoice. Thereafter these costs shall be revised annually and prorated per square foot based upon the City's proposed operating budget for the coming fiscal year. The total square footage of leased space in the McConnell Center is 53,899 square feet. The annual revision of Utilities costs shall occur in March and take effect the following July 1st.

3. Condition of Premises.

The LESSOR leases the Space "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space; and plans for such build-out must be reviewed for potential approval by LESSOR. LESSEE shall be solely responsible for insuring all improvements and contents of the Space and shall name LESSOR as an additional insured.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Space, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against casualty and covered by said insurance excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.



CITY OF DOVER

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DOVER, NH 03820
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603.516.6000

LESSOR agrees to maintain the Space in condition fit for its intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the grounds and remove the common area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

4. Access to Premises.

The LESSOR shall also have the right to enter upon the Space at all reasonable times to inspect same and to expel the LESSEE if the LESSEE shall fail to comply with or breach in any way this Lease Agreement. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the Space.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty, including fire, not arising as a result of the negligence or intentional conduct of the LESSEE whereby the Space or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease Agreement. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease Agreement shall automatically terminate.

In the event the Space shall be taken either under threat of eminent domain or by eminent domain proceedings in whole, then this Lease Agreement shall be terminated and the rent shall be pro-rated and returned to the LESSEE as of the date of such taking. A condemnation award shall belong exclusively to the LESSOR.

6. Use.

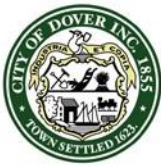
The LESSEE shall only use the Space in compliance with the City's ordinances, rules and regulations. Additionally, the Space shall be used for charitable non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease Agreement.

At least sixty (60) days but no earlier than one hundred twenty (120) days prior to the expiration of the initial term of this Lease Agreement or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its option to extend the term of the Lease Agreement for an additional period as set forth in Section 1 herein.

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR.



CITY OF DOVER

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DOVER, NH 03820
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603.516.6000

9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease Agreement including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Space, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

10. Default/Early Termination.

In the event the LESSEE fails to perform its obligations under this Lease Agreement, this Lease Agreement is defaulted, and the LESSOR is entitled to immediate occupation and possession of the Space and the associated parking spaces. If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this Lease Agreement, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Space due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease Agreement may be immediately terminated at the option of the LESSOR.

Both the LESSEE and the LESSOR shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

11. Indemnification.

LESSEE agrees to pay, and to protect, defend (with counsel acceptable to the City), indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person(s);
- (ii) any damage to property or to the Space;
- (iii) any act or omission of LESSEE or its agents, officers or employees;
- (iv) violation by LESSEE of any agreement or condition of this Lease Agreement; or
- (v) violation by LESSEE of any law, ordinance or regulation affecting the Space or

any part thereof or the ownership and occupancy thereof.

12. Insurance.

General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Space to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE's personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE's Space or on the McConnell Center or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

14. Parties Bound.

This Lease Agreement and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. Notice.

All notices by either party to be given with respect to this Lease Agreement shall be in writing and shall be given by first class mail to the addresses stated above.

16. Modification of Lease Agreement.

This Lease Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. Severability.

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Lease Agreement.

19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease Agreement and determine all rights hereunder.

20. Merger.

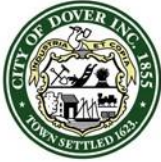
This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

21. Taxes.

Pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease by the LESSOR.

23. Immunity

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third-party. Nothing within this Lease 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 Lease Agreement's conclusion.



CITY OF DOVER

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IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

REACH FOR THE TOP THERAPY
SERVICES

By Amy Rich Crane

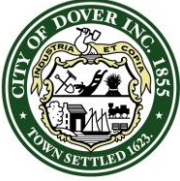
Witness
Sign and Print

Duly Authorized
Sign and Print

CITY OF DOVER
By J. Michael Joyal, Jr., City Manager

Witness
Sign and Print

Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2025.01.15 - 5**

Resolution Re: Approval of New Hampshire Indonesian Community
McConnell Center Lease Agreement

WHEREAS: New Hampshire Indonesian Community, a non-profit corporation, seeks to enter into a three (3) year lease with the City of Dover; and

WHEREAS: The location of the leased premise would be room 322 at the McConnell Center, located as 61 Locust Street, which together contains 285 square feet; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The City Manager is authorized to sign a lease agreement between the City of Dover and New Hampshire Indonesian Community for rental of room 322, for three years with the option to renew for three additional three year terms.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Name

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

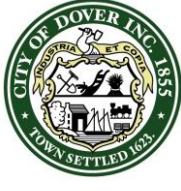
DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

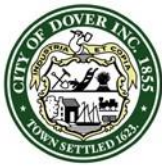
 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.5. Resolution Number: R – 2025.01.15 - 5 Resolution Re: Approval of New Hampshire Indonesian Community McConnell Center Lease Agreement
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DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See draft Lease Agreement between parties attached to this Resolution. Expected to be approved by the McConnell Center Advisory Board on January 27, 2025.



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LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2024, by and between **NEW HAMPSHIRE INDONESIAN COMMUNITY SUPPORT** of 98 Whitehouse Road, Rochester, NH 03839, New Hampshire 03820, a domestic non-profit corporation, (hereinafter referred to as “LESSEE”), and the **CITY OF DOVER**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree as follows:

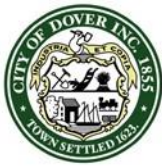
1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Space within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, which Space is intended to contain 285 square feet and more particularly identified as room 322 (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use available parking in the McConnell Center/Library parking lot for LESSEE’ employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations, subject to applicable law and regulations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed parking spaces will not be reserved and are available on a first come first served basis with no signage designating parking spaces to the LESSEE. The LESSOR does not guarantee the availability of any parking spaces at any time. Parking may be subject to change, amendment, or relocation for good cause at the sole discretion of the City of Dover.

The term of LESSEE’s Lease Agreement shall be for three (3) years beginning on January 14, 2025 and ending on January 13, 2028. There shall be an option to renew for three (3) additional three (3) year terms at the LESSEE’S request pursuant to Paragraph 7.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1st of a month, that month’s rent shall be prorated based on the number of days in the month. The first year’s rent charges are based upon space allocation of 285 square feet and calculated using the following components:



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Component	Rate	Assessment	
		Annual	Monthly
Fixed Rent	\$ 6.50	\$ 1,852.50	\$ 154.38
Capital Reserve	\$ 0.40	\$ 114.00	\$ 9.50
Utilities*	\$ 8.61	\$ 2,453.85	\$ 204.49
Other as agreed	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total Rent Assessment	\$15.51	\$ 4,420.35	\$ 368.37

(*) Utilities costs are variable based upon actual costs as outlined in Section 2.

2. Operations and Maintenance.

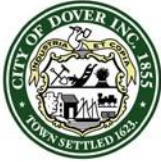
The LESSEE shall be responsible for payment of all Utilities costs associated with the Space, including electricity, water, gas, heat and shared custodial, snow removal and associated supplies. Utilities costs of this Lease Agreement is established at \$8.61/sf and will be paid as part of the monthly total rent invoice. Thereafter these costs shall be revised annually and prorated per square foot based upon the City's proposed operating budget for the coming fiscal year. The total square footage of leased space in the McConnell Center is 53,899 square feet. The annual revision of Utilities costs shall occur in March and take effect the following July 1st.

3. Condition of Premises.

The LESSOR leases the Space "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space; and plans for such build-out must be reviewed for potential approval by LESSOR. LESSEE shall be solely responsible for insuring all improvements and contents of the Space and shall name LESSOR as an additional insured.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Space, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against casualty and covered by said insurance excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.

LESSOR agrees to maintain the Space in condition fit for its intended use and to make all



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necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the grounds and remove the common area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

4. Access to Premises.

The LESSOR shall also have the right to enter upon the Space at all reasonable times to inspect same and to expel the LESSEE if the LESSEE shall fail to comply with or breach in any way this Lease Agreement. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the Space.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty, including fire, not arising as a result of the negligence or intentional conduct of the LESSEE whereby the Space or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease Agreement. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease Agreement shall automatically terminate.

In the event the Space shall be taken either under threat of eminent domain or by eminent domain proceedings in whole, then this Lease Agreement shall be terminated and the rent shall be pro-rated and returned to the LESSEE as of the date of such taking. A condemnation award shall belong exclusively to the LESSOR.

6. Use.

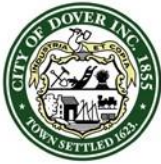
The LESSEE shall only use the Space in compliance with the City's ordinances, rules and regulations. Additionally, the Space shall be used for charitable non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease Agreement.

At least sixty (60) days but no earlier than one hundred twenty (120) days prior to the expiration of the initial term of this Lease Agreement or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its option to extend the term of the Lease Agreement for an additional period as set forth in Section 1 herein.

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR.



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9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease Agreement including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Space, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

10. Default/Early Termination.

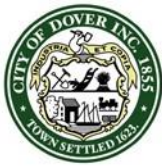
In the event the LESSEE fails to perform its obligations under this Lease Agreement, this Lease Agreement is defaulted, and the LESSOR is entitled to immediate occupation and possession of the Space and the associated parking spaces. If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this Lease Agreement, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Space due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease Agreement may be immediately terminated at the option of the LESSOR.

Both the LESSEE and the LESSOR shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

11. Indemnification.

LESSEE agrees to pay, and to protect, defend (with counsel acceptable to the City), indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person(s);
- (ii) any damage to property or to the Space;
- (iii) any act or omission of LESSEE or its agents, officers or employees;
- (iv) violation by LESSEE of any agreement or condition of this Lease Agreement; or
- (v) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership and occupancy thereof.



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12. Insurance.

General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Space to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE's personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE's Space or on the McConnell Center or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

14. Parties Bound.

This Lease Agreement and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

15. Notice.

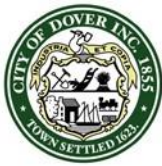
All notices by either party to be given with respect to this Lease Agreement shall be in writing and shall be given by first class mail to the addresses stated above.

16. Modification of Lease Agreement.

This Lease Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and



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the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. Severability.

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Lease Agreement.

19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease Agreement and determine all rights hereunder.

20. Security Deposit.

Upon execution of this Lease Agreement, LESSEE deposits with LESSOR \$_____ as security for the performance by LESSEE of the terms of this Lease Agreement to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease Agreement. In the event of damage to the Space caused by LESSEE or LESSEE's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

21. Merger.

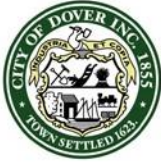
This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

22. Taxes.

Pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease by the LESSOR.

23. Immunity

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third-



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party. Nothing within this Lease 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 Lease Agreement's conclusion.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

NEW HAMPSHIRE INDONESIAN
COMMUNITY SUPPORT
By Sandra Pontoh

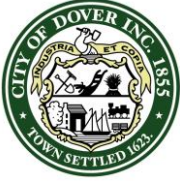
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Duly Authorized
Sign and Print

CITY OF DOVER
By J. Michael Joyal, Jr., City Manager

Witness
Sign and Print

Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2025.01.15 - 6**

Resolution Re: Approval of Low Impact Hydropower Institute McConnell Center Lease Agreement

WHEREAS: Low Impact Hydropower Institute is a current tenant at the McConnell Center in Suite 302A; and

WHEREAS: The current Lease between the parties requires renewal and updating and

WHEREAS: Low Impact Hydropower Institute and the City would like to renew the Lease for the McConnell Center Suite 302A for one (1) year with the option to renew for seven (7) additional one (1) year terms.

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

The City Manager is authorized to finalize and sign a lease agreement between the City of Dover and Low Impact Hydropower Institute for the rental of Suite 302A in the McConnell Center on terms acceptable to both parties including an additional seven (7) one (1) year terms.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

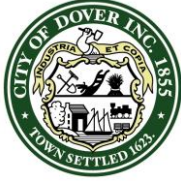
Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

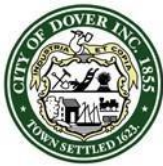
 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.6. Resolution Number: R – 2025.01.15 - 6 Resolution Re: Approval of Low Impact Hydropower Institute McConnell Center Lease Agreement
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DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See attached draft Lease Agreement. The original lease was approved by the McConnell Center Advisory board on February 5, 2024; this is the first renewal term.



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LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2024, by and between **LOW IMPACT HYDROPOWER INSTITUTE** of 68 Harrison Avenue, Suite 605, PMB 113938, Boston, MA 02111-1029, a non-profit corporation, (hereinafter referred to as “LESSEE”), and the **CITY OF DOVER**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree as follows:

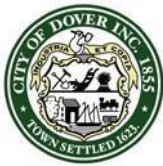
1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Space within the City’s McConnell Center located at 61 Locust Street, Dover, New Hampshire, which Space is intended to contain 345 square feet and more particularly identified as room 302A (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use available parking in the McConnell Center/Library parking lot for LESSEE’s employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations, subject to applicable law and regulations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed parking spaces will not be reserved and are available on a first come first served basis with no signage designating parking spaces to the LESSEE. The LESSOR does not guarantee the availability of any parking spaces at any time. Parking may be subject to change, amendment, or relocation for good cause at the sole discretion of the City of Dover.

The term of LESSEE’s Lease Agreement shall be for one year beginning on March 1, 2025 and ending on February 28, 2026. There shall be an option to renew for seven additional one-year terms at the LESSEE’S request pursuant to Paragraph 7, and with the approval of the Dover City Council. This is the first renewal.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1st of a month, that month’s rent shall be prorated based on the number of days in the month. The first year’s rent charges are based upon space allocation of 345 square feet and calculated using the following components:



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Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$2,242.50	\$186.88
Capital Reserve	\$0.40	\$138.00	\$11.50
Operations and Maintenance (*)	\$8.61	\$2,970.45	\$247.54
Other as agreed	0	0	0
Total Rent Assessment	\$15.51	\$5,350.95	\$445.92

(*) Operations and Maintenance costs are variable based upon actual costs as outlined in Section 2.

2. Operations and Maintenance.

The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$8.61/sf and will be paid as part of the monthly total rent invoice. Thereafter these costs shall be revised annually and prorated per square foot based upon the City's proposed operating budget for the coming fiscal year. The total square footage of leased space in the McConnell Center is 53,899 square feet. The annual revision of Operations and Maintenance costs shall occur in March and take effect the following July 1st.

3. Condition of Premises.

The LESSOR leases the Space "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space; and plans for such build-out must be reviewed for potential approval by LESSOR. LESSEE shall be solely responsible for insuring all improvements and contents of the Space and shall name LESSOR as an additional insured as described in Paragraph 12.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Space, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against casualty and covered by said insurance excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.



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LESSOR agrees to maintain the Space in condition fit for its intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the grounds and remove the common area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

4. Access to Premises.

The LESSOR shall also have the right to enter upon the Space at all reasonable times to inspect same and to expel the LESSEE if the LESSEE shall fail to comply with or breach in any way this Lease Agreement. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the Space.

5. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty, including fire, not arising as a result of the negligence or intentional conduct of the LESSEE whereby the Space or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease Agreement. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease Agreement shall automatically terminate.

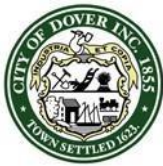
In the event the Space shall be taken either under threat of eminent domain or by eminent domain proceedings in whole, then this Lease Agreement shall be terminated and the rent shall be pro-rated and returned to the LESSEE as of the date of such taking. A condemnation award shall belong exclusively to the LESSOR.

6. Use.

The LESSEE shall only use the Space in compliance with the City's ordinances, rules and regulations. Additionally, the Space shall be used for charitable non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease Agreement.

At least sixty (60) days but no earlier than one hundred twenty (120) days prior to the expiration of the initial term of this Lease Agreement or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its option to extend the term of the Lease Agreement as set forth in Section 1 herein.



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603.516.6000

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR.

9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease Agreement including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Space, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

10. Default/Early Termination.

In the event the LESSEE fails to perform its obligations under this Lease Agreement, this Lease Agreement is defaulted, and the LESSOR is entitled to immediate occupation and possession of the Space and the associated parking spaces. If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this Lease Agreement, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Space due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease Agreement may be immediately terminated at the option of the LESSOR.

Both the LESSEE and the LESSOR shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

11. Indemnification.

LESSEE agrees to pay, and to protect, defend (with counsel acceptable to the City), indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:



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- (i) any injury to, or the death of, any person(s) employed by the LESSEE, or its agents, officers, or visitors caused by any action, inaction, or negligence on the part of the LESSEE;
- (ii) any damage to property or to the Space caused by LESSEE, its agents, officers, employees, or visitors;
- (iii) any act or omission of LESSEE or its agents, officers or employees;
- (iv) violation by LESSEE of any agreement or condition of this Lease Agreement; or
- (v) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership and occupancy thereof.

12. Insurance.

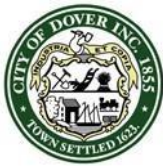
General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Space to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE's personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE's Space or on the McConnell Center or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

14. Parties Bound.

This Lease Agreement and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.



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603.516.6000

15. Notice.

All notices by either party to be given with respect to this Lease Agreement shall be in writing and shall be given by first class mail to the addresses provided as follows:

City of Dover
Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

Low Impact Hydropower Institute
Shannon Ames, Executive Director
68 Harrison Avenue, Suite 605
PMB 113938
Boston, MA 02111-1929

16. Modification of Lease Agreement.

This Lease Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

18. Severability.

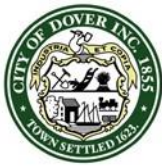
Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Lease Agreement.

19. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease Agreement and determine all rights hereunder.

20. Merger.

This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent



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modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

21. Taxes.

Pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease by the LESSOR.

23. Immunity

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third-party. Nothing within this Lease 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 Lease Agreement's conclusion.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

LESSEE
By Shannon Ames

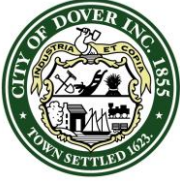
Witness
Sign and Print

Duly Authorized
Sign and Print

CITY OF DOVER
By J. Michael Joyal, Jr., City Manager

Witness
Sign and Print

Duly Authorized
Sign and Print



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2025.01.15 - 7**
Resolution Re: B25029 – Dover Public Library Renovation

WHEREAS: Request for proposal B25029 was submitted to 4 pre-qualified firms (B24005) for the Dover Public Library Renovation; and,

WHEREAS: On 10/31/2024, the City conducted a pre-bid meeting/walkthrough of the Dover Public Library and (2) two of the pre-qualified firms attended. Bid opening took place on December 17, 2024 @ 2:00 p.m. EST. The City received one (1) proposal, submitted by Bonnette, Page and Stone, prior to the required date and time, and one (1) proposal was submitted after the required date and time, which was not considered; and,

WHEREAS: On 12/19/2024, the evaluation team met with Bonnette, Page & Stone (BP&S) and the result was the City was satisfied with the proposal that BP&S provided; 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 Bonnette, Page & Stone Corp., Laconia, NH for rates and scope of work in conjunction with B25029, Base Bid \$6,671,183.00 with a contingency of \$490,000.00, not to exceed \$ 7,161,183.00. 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
4022.1.390.45500.4725.01109.22	Library Renovations/Upgrades	741,882.93	461,802.11
4025.1.390.45500.4725.01109.25	Building Improvements - Library Facility	6,700,000.00	6,700,000.00

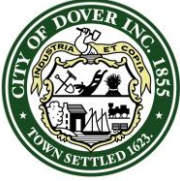
AUTHORIZATION

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 Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2025.01.15 - 7**

Resolution Re: B25029 – Dover Public Library Renovation

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

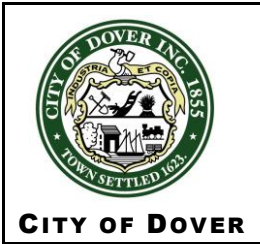
Approved Date:

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 - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2025.01.15 - 7**

Resolution Re: B25029 – Dover Public Library Renovation

RESOLUTION BACKGROUND MATERIAL:

The Dover Public Library was built in 1905 as one of the 1,689 Carnegie libraries built in the United States. It has been a gem in the center of Dover's downtown landscape and history with its 100 years of service to local patrons. Throughout the years, upgrades have been made to the building to better serve patrons and staff. The last large-scale renovation was completed in 1988, adding space for programming as well as a new children's area.

Thirty-five years later, with technology and library programming has evolved, and it is evident that changes needed to be made to the space.

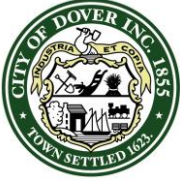
In the fall of 2021, a Request for Qualifications (RFQ) was solicited for qualified architectural firms to work with the library staff to design a more functional library space. Four firms submitted qualifications: Harriman Associates, Manypenny Murphy Architecture, Oak Point Associates, and SMP Architecture. After evaluating all qualifications and references, SMP Architects was selected to design a renovated library.

Staff worked with SMP Architects to determine the needs of the future while going over the negative design features of the current building. This evaluation occurred over an 18 month period. During that time, staff and the design team came up with a design that resolved problem areas of the building while developing a realistic budget for the project.

It was recommended that the City select a construction manager to oversee the project. In September of 2023, the City released an RFQ for qualified Construction Management firms. Six firms submitted qualifications: Bonnette Page & Stone, Harvey Construction, Milestone Construction, Martini Northern, Pinebrook Construction, and Bench Mark. Four firms were selected to be interviewed: Bonnette Page & Stone, Martini Northern, Harvey Construction, and Milestone Construction.

After final plans and specifications were completed in the fall of 2024, an RFP was submitted to all four firms requesting a proposal for the construction of the designed building. Two proposals were submitted, one on time and another submitted late, requiring it to be disqualified. The one qualifying proposal was submitted by Bonnette Page & Stone. A follow-up interview was conducted by library and city staff. It was decided that Bonnette Page & Stone will be the selected vendor.

Bonnette Page & Stone, while on-site, will oversee all aspects of construction, from excavation to final cleaning, before library operations reoccupy the space. Starting with excavation, crews will remove existing soils in anticipation of concrete foundations for the new stairway and elevator. Demolition crews will strip and remove any unneeded flooring and walls to prepare for the new library layout. Updated HVAC and electrical systems will be installed to enhance patron comfort. A new generator and electrical service will be installed to power all new features and ensure building serviceability during power outages. Once rough construction is complete, finish contractors will install all finishes, followed by cleaning crews preparing the space for library staff to move back into the building.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

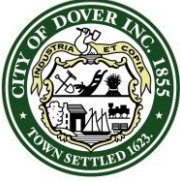
Agenda Item#: 13.B.1.

Resolution Number: **R – 2025.01.15 - 7**

Resolution Re: B25029 – Dover Public Library Renovation

Type:	Purchase order	Advertised:	No
Invitations Mailed:	n/a	Number of Responses:	2
Warranty:		Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	Spring 2025
Recommended Award to:	Bonnette, Page & Stone Corp	Fund:	Library CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B25029 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2025.01.15 - 8**
Resolution Re: B25024 Jenny Thompson Pool Renovation

- WHEREAS: A sealed Request for Proposals for the Jenny Thompson Outdoor Pool was issued and received on December 3, 2024 @ at 2:30 p.m. A pre-bid meeting was conducted on October 16, 2024; and
- WHEREAS: Weston and Sampson, the managing firm for this project and on behalf of the City, requested contractors to submit proposals for the renovation of the existing Jenny Thompson Pool located at 150 Portland Ave, Dover, and;
- WHEREAS: Three (3) bid responses were received and reviewed for necessary qualifications and experience for full renovation of the pool, and both the City evaluation committee and Weston & Sampson chose the low bidder, Northeast Earth Mechanics, Pittsfield, NH as the most qualified contractor for this project, and;
- WHEREAS: On 11/13/2024 City Council approved a grant award (contingent upon Governor & Council approval anticipated in January 15, 2025 from the Federal Land and Water Conservation Fund (LWCF) and the State of New Hampshire Department of Natural and Cultural Resource Division of Parks and Recreation in the amount of \$500,000 for the purpose of supporting preservations, access to, and development of land to be dedicated to outdoor recreational use; 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 Northeast Earth Mechanics for the Jenny Thompson Pool Renovation in the amount, not to exceed, \$3,585,124.00. 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.

Account	Description	Appropriation	Balance
4021.1.350.45125.4725.05121.21	Building Improv - Thompson Pool	441,041.99	282,649.00
1009.1.350.45125.4725.00000.23	Thompson Pool - Structural Improv	1,500,000.00	1,500,000.00
TBD	LWCF Grant	500,000.00	500,000.00
4026.1.350.45125.4725.05121.26	Building Improv - Thompson Pool	1,800,000.00	1,800,000.00

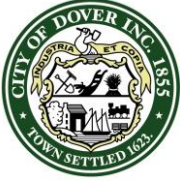
AUTHORIZATION

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 Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2025.01.15 - 8**

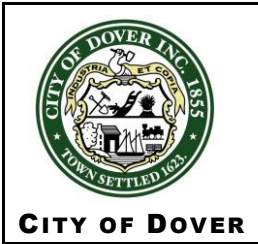
Resolution Re: B25024 Jenny Thompson Pool Renovation

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 - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2025.01.15 - 8**

Resolution Re: B25024 Jenny Thompson Pool Renovation

RESOLUTION BACKGROUND MATERIAL:

The Jenny Thompson Pool is approximately 47 years old and in dire need of repairs and renovations. The foundation has significant structural cracking that leads to excessive water loss. The entire deck needs resurfacing, and the pumping and filtration equipment was last replaced about 25 years ago.

The City initiated a qualifications-based selection process in 2022 and retained Weston & Sampson to prepare plans and specifications. Weston & Sampson completed an assessment and developed a plan for renovations. Highlights of the proposed renovation work include the following:

- Structural repairs to foundation and restoration of water-tight liner
- Removal & replacement of perimeter decking and pool gutter system
- Removal & replacement of main drain assemblies, site piping, and both circulation & draw down pumps
- Replacement & updating of operational controls
- Electrical modifications to meet full life-safety code requirements
- General site improvements with new perimeter fence, ADA parking accommodations, and restorative landscaping

The project qualified for a \$500,000 grant through the Federal Land and Water Conservation Fund (LWCF) and the State of New Hampshire Department of Natural and Cultural Resources Division of Parks. The grant requires a 50% match which was already approved in the FY25 CIP.

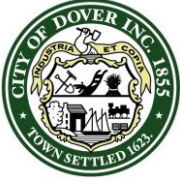
Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	444	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:	Northeast Earth Mechanics	Fund:	Multiple
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	yes	Reason for Council Approval:	Purchase to exceed the \$25,000

[B25024 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2025.01.15 - 9**

Resolution Re: Public Infrastructure Improvements per Terra
Nova/Westfield Land Development Agreement

WHEREAS: By resolution passed on February 23, 2022 ([R-2022.02.09-036](#)), the City Council authorized a land development agreement (LDA) between the City, Terra Nova LLC and Westfield LLC (collectively referred to as “Developer”). Terra Nova owns a 75-acre (+/-) property located at Tax Map G, Lot 29, Westfield owns an 85-acre (+/-) property located at Tax Map G, Lot 2; and

WHEREAS: By resolution passed August 10, 2022 ([R-2022.08.10-174](#)), the underlying term sheet for the LDA was amended to address certain requests and issues; and by resolution passed February 14, 2024 ([R-2024.02.14-20](#)), the underlying term sheet for the LDA was further amended to address certain requests and issues; and

WHEREAS: The Developer initiated construction on the Project Site to consist of public improvements and commercial development. In accordance with LDA the City will be responsible for paying for the construction of the public improvements; and

WHEREAS: In early 2024 The developer has provided staff with a development timing on the roadway/utilities for the business park in 2025, and staff used that information to determine how much authorization was needed for 2025. Staff will meet with the developer in the fall to review 2026s needs; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of One Million Five Hundred dollars (\$1,500,000.00) is hereby encumbered for the Terra Nova/Westfield Development Public Improvements FY26 capital project. As invoices are received from Westfield, reimbursement to them will be disbursed in the amounts requested though not to exceed \$1,500,000 for FY25-FY26.

Financing Account	Description	Appropriation	Balance
4026.1.300.43121.4751.03233.26	Terra Nova/Westfield Development Public Improvements FY26CIP	6,000,000	6,000,000

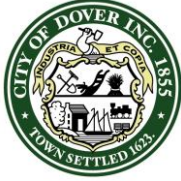
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier, City Clerk

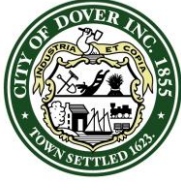
 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.3.	
Resolution Number: R – 2025.01.15 - 9 Resolution Re: Public Infrastructure Improvements per Terra Nova/Westfield Land Development Agreement		

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 – 2025.01.15 - 9 Resolution Re: Public Infrastructure Improvements per Terra Nova/Westfield Land Development Agreement
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RESOLUTION BACKGROUND MATERIAL:

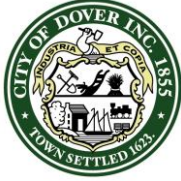
This resolution creates an Encumbrance of the FY2026 Capital Improvements Program project in the amount of One Million Five Hundred dollars (\$1,500,000.00) for the Terra Nova/Westfield Development Public Improvements.

The developer has provided staff with a development timing on the roadway/utilities for the business park in 2025, and staff used that information to determine how much authorization was needed for 2025. Staff will meet with the developer in the fall to review 2026s needs.

The LDA terms include the following:

1. If, within three years of the date of the LDA, the Developer begins to develop the Project Site, per an approved site plan consistent with the conceptual designed site plan, City agrees to reimburse Developer for the cost to complete the Public Improvements in phases, as portions of the private development are completed and pay real estate taxes to the City. Developer will incur all costs necessary to build approved infrastructure. This work will be completed and property taxes will be paid to the City, before any reimbursement is due to Developer. The City intends to utilize bond financing for reimbursement costs. The annual cost of bonding will be paid for from the property taxes generated by the new development on the Project Site. The annual tax revenue shall be equal to the sum of the annual bond cost incurred for a bond being retired over a 10 year period. Example: If new development generates \$100,000/year in property tax revenue, the City can finance a bond (to reimburse Developer) which costs \$100,000/year.
2. The Developer shall provide all invoicing and other requested documents to provide justification for the costs of the Public Improvements. The City shall have the right to request pre-construction cost estimates before construction commences. Approval of said cost estimates shall not be unreasonably withheld and any comments shall be provided, in writing, within ten business days.
3. The City shall be under no obligation to reimburse Developer until there are private improvements on the Project Site generating tax revenue. Forty-five days after a certificate of occupancy is issued for a building on the Project Site, the Developer shall receive a lump sum reimbursement for the phase completed. This will continue over time, in an amount equal to 100 percent of annual tax revenue to be generated from the new development until the Developer has been reimbursed for all costs of the Public Improvements (including soft costs).
 - (i) If a scenario arises where the improvement made to a parcel does not include a building, but economic value (tax assessment, job creation etc) can be documented, a certificate of completion shall be issued and shall equal a certificate of occupancy as outlined above.
 - (ii) It is expected that during the forty-five days window after a certificate of occupancy, the Developer shall publicly dedicate and convey the fee interest in any right of way by warranty deed along with any related easements or other property rights necessary. Failure to do so, without a mutual extension may delay reimbursement payment.

Document Created by: Finance Department Document Posted on: January 10, 2025	R-2025.01.15 Public Infrastructure Improvements per Terra Nova/Westfield LDA Page 3 of 3
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2025.01.15 - 10**

Resolution Re: Authorization to Purchase Ambulance from Sugarloaf
Ambulance via Sourcewell

WHEREAS: The City of Dover is a member of Sourcewell, formally the National Joint Powers Alliance (NJPA), a member-focused public cooperative of more than 50,000-member agencies throughout the United States and, therefore, may purchase utilizing any of their cooperative purchasing agreements. In November of 2023, Sourcewell solicited RFP#122123 for Ambulance and Emergency Medical Services Vehicles which included equipment, accessories and supplies; and

WHEREAS: In February 2024, Sourcewell awarded contract #122123-PLC to PL Custom Body and Equipment Co, Inc. of Manasquan, NJ as the contract holder with Sugarloaf Ambulance/Rescue Vehicles, located in Alfred, Maine, as the New England dealer. The City wishes to purchase a 2025 Ford F550 Classic Type 1 ambulance, including applicable upfit, in the amount of \$408,000.00 using CIP funds; and

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

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

The Purchasing Agent is hereby authorized to issue a Purchase Order to Sugarloaf Ambulance/Rescue Vehicles of Alfred, ME for one ambulance in the amount not to exceed \$408,000.00. The City Manager, or designee, is hereby authorized to contract with the Vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
	Fire & Rescue Ambulance		

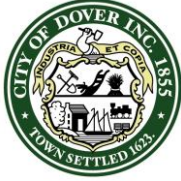
AUTHORIZATION

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.4.

Resolution Number: **R – 2025.01.15 - 10**

Resolution Re: Authorization to Purchase Ambulance from Sugarloaf
Ambulance via Sourcewell

DOCUMENT HISTORY:

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

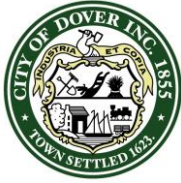
DOCUMENT ACTIONS:

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.		

R-2025.01.15 Authorization to Purchase Ambulance
from Sugarloaf Ambulance & Rescue Vehicle via

Document Created by: Purchasing
Document Posted on: January 10, 2025

Sourcewell
Page 2 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2025.01.15 - 10**

Resolution Re: Authorization to Purchase Ambulance from Sugarloaf
Ambulance via Sourcewell

RESOLUTION BACKGROUND MATERIAL:

A new 2026 Ford F-550XLT, P L Custom Emergency Vehicle Type I Ambulance is being purchased through the City of Dover's 2026 Capital Improvement Program. The purchase of this vehicle follows Dover Fire & Rescue's vehicle replacement program.

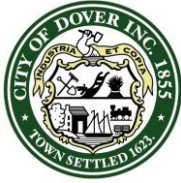
This purchase is intended to maintain the Department's replacement schedule and reliability of the three front-line ambulance and two reserve ambulance response model. However, the ambulance manufacturer, Sugarloaf Ambulance/Rescue Vehicles, LLC has notified Dover Fire & Rescue the time-frame to build a new ambulance approximately 30 months. This time-frame is consistent with other ambulance manufacturers. Because of the national shortage of vehicle chassis and long build-time for new ambulances, demonstration (demo) ambulances are not readily available for purchase.

The ambulances endure significant wear with overall increasing call volume over time. Reliability is paramount when providing care to all patients but even more so when treating patients with critical injury or illness. Keeping up with the vehicle replacement schedule ensures the ability for consistent and reliable emergency response.

The purchase of this PL Custom ambulance will complete the fleet of PL Custom ambulances for the Department. Future ambulance purchases will consist of remounting the patient care body onto a new vehicle chassis. The body is completely refurbished and essentially returning a brand-new ambulance to the Department. This remount option provides a significant cost savings and reduces the build time by approximately 10 months.

Award Information:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2025.01.15 - 11**

Resolution Re: Curbside Collection Services-Municipal Solid Waste and Recycling & Disposal Contract Extension

WHEREAS: Sealed Requests for Bid B20012 – Disposal Fees of Solid Waste & Recycling was issued and received on November 6, 2019 at 11:30 am. A mandatory Prebid Meeting was conducted on October 28, 2019 with four firms attending; and

WHEREAS: Sealed Requests for Bid B20024 - Curbside Collection Services-Municipal Solid Waste & Recycling was issued and received on November 20, 2019 at 11:00 am. A mandatory Prebid Meeting was conducted on October 28, 2019 with three firms attending; and

WHEREAS: Three bid responses were received for B20012 and two for B20024. The intent of two bid packages was to provide the most flexibility to the City in terms of awarding a scope of work it deemed most advantageous and economically viable and both were awarded to Waste Management of Rochester NH; and

WHEREAS: This resolution seeks authorization for the City Manager to negotiate and sign a seven-year extension, with option to extend for an additional 5 years for both Agreements for B20012 Disposal Fees of Solid Waste and Recyclables, and B20024 Curbside Collection Services – Municipal Solid Waste and Recycling. These extensions will allow for continuation of pay as you throw bag and tag curbside collection services for two years, or through June 30, 2027, with a conversion to automated collection of trash and recycling totters thereafter for five years, or through June 30, 2032. Trash disposal and recyclable processing will also be provided by Waste Management of New Hampshire Inc of Rochester NH.

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

The City Manager is hereby authorized to negotiate and execute a seven year contract extension, with option to extend an additional five years with Waste Management of NH Inc of Rochester, NH for both Curbside Collection Services - Municipal Solid Waste & Recycling, and Disposal Fees of Solid Waste & Recycling Services in conjunction with Bids B20024 and B20012, respectively. Upon agreement of contract terms and pricing, the Purchasing Agent is hereby authorized to issue a Purchase Order for services.

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

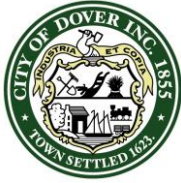
Financing

Account	Description	FY26 Anticipated Appropriation
3320.1.300.43230.4420.00000.00	Solid Waste Collections	772,303.00
3320.1.300.43230.4421.00000.00	Solid Waste Disposal	440,000.00
1000.1.300.43240.4420.00000.00	Recycling Collections	935,934.00
1000.1.300.43240.4421.00000.00	Recycling Disposal	593,360.00

AUTHORIZATION

Document Created by: Purchasing
Document Posted on: January 10, 2025

R-2025.01.15 Curbside Collection Services-Municipal Solid
Waste Recycling and Disposal Contract Extension
Page 1 of 4



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2025.01.15 - 11**

Resolution Re: Curbside Collection Services-Municipal Solid Waste and Recycling & Disposal Contract Extension

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

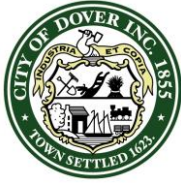
Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk

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.5.

Resolution Number: **R – 2025.01.15 - 11**

Resolution Re: Curbside Collection Services-Municipal Solid Waste and Recycling & Disposal Contract Extension

RESOLUTION BACKGROUND MATERIAL:

The City's current 5-year services contract for collection and disposal of both curbside solid waste and single-stream recycling is slated to expire on June 30, 2024. The Solid Waste Advisory Committee (SWAC) has been reviewing options, budget-impacts, and different collection models for over two years now. In spring of 2023 a Feasibility Study was initiated to assess current solid waste collection services and provide information to support the City with three key operational decisions:

1. Whether to continue contracted service versus in-house, City-provided services,
2. Whether to convert to automated-toters for solid waste and/or recycling service, and
3. Whether and how to continue pay-as-you-throw (PAYT) bags or subscription system if automated toters were implemented.

After extensive discussion and consideration at SWAC, the recommendation was to negotiate a contract extension with Waste Management to continue current services as-is for a period of two years, with a transition to automated collection with toters for a subsequent period of five years. The Feasibility Study made it clear that collection services using manual loading and tossing of bags into trucks was becoming obsolete. Manual trash-collection was deemed one of the most hazardous jobs, with high injury rates. The collections industry was clearly transitioning to "automated" systems and vehicles. This was reinforced during negotiations with Waste Management.

It was determined that due to current labor challenges, with the City's public works division realizing numerous vacancies the past few years, that continuing with private collections was in the City's best interests. During subsequent negotiations with Waste Management, they recommended a two-year period was required to procure appropriate collection vehicles and allow for distribution of the automated carts. Thus, the current contract extension includes an initial two years with services remaining "as is". Then beginning July 1, 2027, there would be a transition to automated carts using toters for both solid waste and recycling.

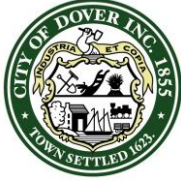
While there is a slight CPI-related cost increase for years one and two, contracted collection costs actually decrease upon the transition to automated collection. There are extremely limited options for disposal of solid waste and processing of single-stream recycling. An extension with Waste Management ensures continued, uninterrupted service of this essential public service.

Bid Information:

Separate sealed requests for bid were issued for disposal fees and curbside collection services. Sealed Request for Bid B20012 Disposal Fees of Solid Waste & Recycling was issued and received on November 6, 2019 at 11:30 AM. A Sealed Request for Bid B20024 was issued and received for Curbside Collection Services-Municipal Solid Waste & Recycling on November 20, 2019 at 11:00 am.

Award Information:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2025.01.15 - 11**

Resolution Re: Curbside Collection Services-Municipal Solid Waste and Recycling & Disposal Contract Extension

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Emailed:	124	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	5 years	Estimated Delivery:	7.1.2020
Recommended Award to:	Waste Management of NH Inc	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[**B20012 Vendor Solicitation List and Bid Results**](#)

[**B20024 Vendor Solicitation List and Bid Results**](#)

City of Dover, NH Proposed Two Year Extension Plus 5 Year Fully Automated Collection Program - 12/23/2024

	Two Year Extension Manual Collection		Five Year Fully Automated Collection		
	FY 26 Manual Ext.	FY 27 Manual Ext	FY 26 Fully Automated	FY 28 Fully Automated	FY 29 Through FY 32 -Fully Automated
Curbside Collection MSW	\$ 614,282.00	\$ 644,996.00	\$ 672,396.00		CPI - WST
City Purchases Carts - MSW	N/A	N/A	N/A	\$ 617,016.00	CPI - WST
Curbside Collection Recycling	\$ 725,374.00	\$ 761,643.00	\$ 679,811.00		CPI - WST
City Purchases Carts - Recycling	N/A	N/A	N/A	\$ 624,431.00	CPI - WST
Roll - Off (Based on 362 Hauls & Rental)	\$ 94,655.00	\$ 99,388.00	\$ 111,850.00	\$ 111,850.00	CPI - WST
Containers at Municipal Facilities	\$ 99,132.00	\$ 104,089.00	\$ 105,072.00	\$ 105,072.00	CPI - WST
Curbside Collection Yard Waste	\$ 63,816.00	\$ 67,007.00	\$ 63,833.00	\$ 63,833.00	CPI - WST
GPS Monitoring	\$ 1,756.00	\$ 1,843.80	\$ 1,917.55	\$ 1,994.25	CPI - WST
Total	\$ 1,599,015.00	\$ 1,678,966.80	\$ 1,634,879.55	\$ 1,524,196.25	
		5.00%	-2.63%	-9.22%	

Savings carries out over 10-yr. No buyout or removal cost.

City of Dover, NH Proposed Two Year Extension Plus 5 Year Fully Automated Disposal & Processing - 6/11/2024

2 Year Disposal \$	\$ 90.00	\$ 94.50
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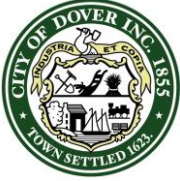
2 Year Processing	\$139.25	\$ 146.21
2 Year Transportation	\$ 55.75	\$ 58.54

7 Year Disposal \$	\$ 87.00	\$ 90.92	\$ 95.01	\$ 99.28	\$ 103.75	\$ 108.47	\$ 113.30
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7 Year Processing	\$ 136.25	\$ 142.38	\$ 148.79	\$ 155.48	\$ 162.48	\$ 169.79	\$ 177.43
7 Year Transportation	\$ 54.75	\$ 57.21	\$ 59.79	\$ 62.48	\$ 65.29	\$ 68.23	\$ 71.30

7 year disposal & processing pricing is contingent upon a 7 year Collection Agreement (2 yr extension and 5 yr automated collection program)

This proposed pricing is valid until 1/1/2025. After 1/1/2025 rates are subject to change.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2025.01.15 - 12**
Resolution Re: Acknowledgement and Acceptance of Donation of Funds
from Derry Medical Center & Derry Imaging for Arena
Scoreboard

WHEREAS: The City of Dover Arena has received notice of a donation of \$10,000.00 from Derry Medical Center and Derry Imaging to assist with the purchase of a new scoreboard for the Dover Arena. The city will in return advertise their company logo and name on this scoreboard.; 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-2024.02.14-28 Fiscal Year 2025 Budget Appropriations) a Public Hearing and authorization by the City Council is required; and

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

In accordance with NH RSA 31:95-b, the City Manager is authorized to accept, and expend donated funds of \$10,000.00 allocated to the City of Dover for Arena Scoreboard and any funding received is hereby appropriated for said purposes. The City Council, in a majority vote, accepts the terms and requirements of the donation, and authorizes the City Manager to sign any necessary paperwork for the acceptance, as well as contract(s) with a vendor, consistent with the authority herein.

AND, FURTHER BE IT RESOLVED THAT:

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

Financing			
Account	Description	Appropriation	Balance
TBD	Arena Scoreboard	10,000.00	10,000.00

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

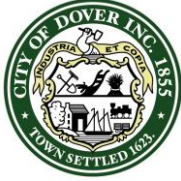
AUTHORIZATION

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.6.	
Resolution Number: R – 2025.01.15 - 12 Resolution Re: Acknowledgement and Acceptance of Donation of Funds from Derry Medical Center & Derry Imaging for Arena Scoreboard		

DOCUMENT HISTORY:

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

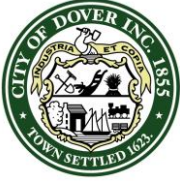
VOTING RECORD			
Date of Vote:		YES	NO
Mayor Robert Carrier			
Deputy Mayor Dennis Shanahan			
Councilor S. April Richer, Ward 1			
Councilor Robert Warach, Ward 2			
Councilor Anthony Retrosi, Ward 3			
Councilor Debra Hackett, Ward 4			
Councilor Fergus Cullen, Ward 6			
Councilor Linnea Nemeth, At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

RESOLUTION BACKGROUND MATERIAL:

Derry Medical Center and Derry Imaging is opening their new facility in Dover in February 2025. The City is very excited to help establish their name within our community.

After meeting with representatives from Derry Medical Center and Derry Imaging, they have decided that they would like to move forward with helping us purchase a new scoreboard and in return we will be advertising their company logo and name on the scoreboard. They would like to donate \$10,000.00 to go toward the new scoreboard.

The generous donation of \$10,000.00 from Derry Medical Center and Derry Imaging is hereby acknowledged, appreciated, and accepted.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2025.01.15 - 13**

Resolution Re: Authorization to Accept and Expend the New Hampshire Office of Highway Safety Grant

- WHEREAS: The City of Dover Police Department applied for and received a State of NH Office of Highway Safety Grant in the amount of \$30,667.50. This grant will fund overtime for all traffic enforcement patrols funded by the NH Office of Safety. This includes speed enforcement, DWI patrols, pedestrian and bicycle safety, seat belt, and distracted driving enforcement, educational presentations covering operator and pedestrian safety, purchase of two moveable speed awareness signs and four new LIDAR units; and
- WHEREAS: The acceptance of this grant was approved by the Dover City Council via [R-2024.09.25-168](#); and
- WHEREAS: The NH Office of Highway Safety has since approved increased funding in the amount of \$36,424.65. This additional funding will be used to purchase 10 new tablets to be placed in the police cruisers. The new funding total is now \$67,092.15; and
- WHEREAS: There is a soft match of 25% required for the enforcement patrols and the educational presentations and the match will consist of vehicle maintenance costs, staff time to administer the grant, staff time to process traffic cases, time for court testimony and hearings, as well as time spent by officers enforcing traffic laws while not being paid for by this grant. There is a cash match of \$25% required for the mobile data tablets, speed awareness signs and LIDAR units which will be paid for using existing department funds; and

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

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

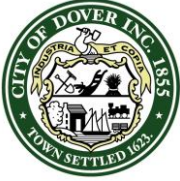
AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible costs identified in the grant, the Purchasing Agent is hereby authorized to issue Purchase Orders as set forth in the duties and responsibilities of Dover Code Chapter V, Purchasing Procedure. The 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
2240.1.210.42120.4###.02361.25	Highway Safety Grant	67,092.15	67,092.15

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2025.01.15 - 13**

Resolution Re: Authorization to Accept and Expend the New Hampshire
Office of Highway Safety Grant

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk

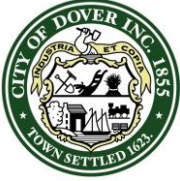
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.7.

Resolution Number: **R – 2025.01.15 - 13**

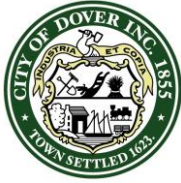
Resolution Re: Authorization to Accept and Expend the New Hampshire
Office of Highway Safety Grant

RESOLUTION BACKGROUND MATERIAL:

Each year, the police department is allocated funding from the NH Office of Highway Safety in order to conduct various traffic enforcement patrols. The Dover City Council has already approved Resolution R-2024.09.24-168 to accept and expend the grant which includes funding for enforcement patrols, educational presentations, two moveable speed awareness signs and four new LIDAR units.

On December 23, 2024, the Dover Police Department was awarded additional funding for the purchase of 10 new tablets to be placed in the police cruisers. These units, which cost approximately \$4,850 each including mounting equipment, are in constant use during the officers' shifts. At this point, the department had been replacing three of these units per year which has created a challenge to have the cruisers equipped with the same size and brand tablets. The purchase of 10, complemented by 3 recently purchased tablets will provide for consistent equipment in all of the department's marked cruisers.

There is a soft match of 25% required for patrols and presentations which will consist of vehicle maintenance costs, staff time to administer the grant, staff time to process traffic cases, time for court testimony and hearings, as well as time spent by officers enforcing traffic laws while not being paid for by the grant. There is a 25% cash match for the tablets, speed awareness signs, and LIDAR units which will be paid out of the department's operating budget. This cash match for the tablets is less than the cost of the annual replacement plan of three tablets per year.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2025.01.15 - 14**

Resolution Re: Authorization to Accept and Expend the NH Department of Safety Division of Homeland Security & Emergency Management Community Hazard Mitigation Plan Grant

WHEREAS: The City has received notice from the New Hampshire Department of Safety (NHDOS) Division of Homeland Security & Emergency Management (HSEM) of an award of a Community Hazard Mitigation Plan Grant (HMGP) in the amount of \$18,000.00 to be utilized for eligible costs to update the hazard mitigation plans for the City of Dover; and

WHEREAS: The grant application requests funding \$18,000 and lists a city match of \$2,000 for a total Project Cost of \$20,000 to update the City's Local Hazard Mitigation Plan in accordance with FEMA guidelines for hazard mitigation planning. A scope is outlined in the background section of this resolution; and

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

WHEREAS: The City Council, in a majority vote, accepts the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$18,000.00 for updating the local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$20,000.00, in which the town will be responsible for a 10% soft "in kind" match for staff time as work commences with the contractor in the amount of \$2,000.00; and

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

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

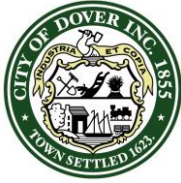
AND, FURTHER BE IT RESOLVED THAT:

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

Financing

Account	Description	Appropriation	Balance
TBD	Hazard Mitigation Grant	18,000.00	18,000.00
1000.1.220.42210.4110.00000	10% City Match of staff time	2,000.00	2,000.00

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

Resolution Number: **R – 2025.01.15 - 14**

Resolution Re: Authorization to Accept and Expend the NH Department of Safety Division of Homeland Security & Emergency Management Community Hazard Mitigation Plan Grant

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 Vansylyvong-
Bizier
City Clerk

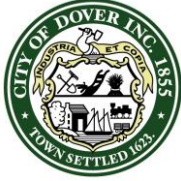
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.8.

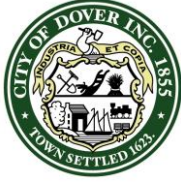
Resolution Number: **R – 2025.01.15 - 14**

Resolution Re: Authorization to Accept and Expend the NH Department of Safety Division of Homeland Security & Emergency Management Community Hazard Mitigation Plan Grant

RESOLUTION BACKGROUND MATERIAL:

The City of Dover will prepare a local Hazard Mitigation Plan Update in accordance with FEMA guidelines for hazard mitigation planning. The City may be assisted, by a vendor of their choice, for this scope of work. The City's updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones and Wildfires.

- Tasks include:
- Grant Award and Contracting
- Select/Hire a Vendor
- Convene a Local Hazard Mitigation Planning Committee
- Revisit the Hazard Profiles for each Hazard that impacts the Community
- Facility Inventory
- Vulnerability Assessment
- Mitigation Goals
- Actions
- Plan Review, Evaluation and Implementation
- Maintenance/Monitor/Update
- Public Review of Draft
- Review and Approval to Grant

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 13.C.1.	
	Ordinance Number: O – 2025.01.15 - 1	
	Ordinance Title: Vehicles and Traffic	
Chapter: 141		
Section: Section. 48. Schedule I: No Parking at Any Time		

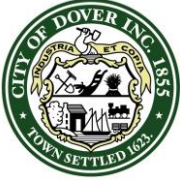
The City of Dover Ordains:

1. **PURPOSE**
The purpose of this ordinance is to promote public interest and safety by enacting certain amendments to the one-sided seasonal parking restrictions within Chapter 141.
2. **AMENDMENT**
Chapter 141 entitled “Vehicles and Traffic” is hereby amended by revising Section 141-48 “Schedule I: No Parking at Any Time” as follows:
 - a. **THE FOLLOWING ARE AMENDED:**

§ 141-48. Schedule I: No Parking at Any Time.

In accordance with the provisions of § 141-17, it shall be unlawful for the owner of any vehicle or any persons having custody or control of any vehicle to park it or permit it to be parked in the following locations within the City of Dover, and any vehicle found to be in violation of the aforementioned provisions may be towed by the direction of the Police Department and the expense of such towing borne by the owner of the vehicle:

Street or Location	Side or Area	Location/Date(s) If Applicable
Abbey Lane	Southerly	From the intersection with Rutland Street easterly to the end of said Abbey Lane
Abbott Street	Southerly	From the intersection with Central Avenue westerly to the intersection with Mount Vernon Street
Academy Street	Both	Northerly for a distance of 100 feet starting at the intersection of Church Street
Adelle Drive	Southerly	Southerly side from the westerly outside edge (as posted) and including both sides of the traffic circle, easterly to the end of the road including the turnaround area; between December 1 and April 1.



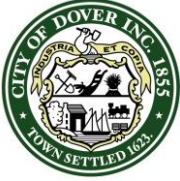
CITY OF DOVER

CITY OF DOVER - ORDINANCE

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Alumni Drive	Both	From the intersection with Bellamy Road easterly to the intersection of Durham Road
Angle Street	Northerly	From Academy Street to Central Avenue
Arch Street	Both	From the intersection with Silver Street northerly to the intersection of West Concord Street
Ash Street	Southerly	From intersection with Central Avenue westerly to the parking lot entrance in the rear of No. 678 Central Avenue
Atkinson Street	Easterly	From the intersection with Washington Street southerly to the intersection with Silver Street
Ayers Lane	Both	Entire length
Baker Street	Southerly	From the intersection of East Concord Street easterly for a distance of 300 feet
Baker Street	Northerly	From the intersection with East Concord Street, easterly to the intersection with Broadway, between December 1 and April 1
Belknap Street	Easterly	From the intersection with Silver Street, southerly to the intersection with Fisher Street, between December 1 and April 1
Belknap Street	Easterly	From the intersection with Washington Street to the intersection with St. Thomas Street
Belknap Street	Westerly	From the intersection with Silver Street northerly to the intersection with Washington Street, between December 1 and April 1



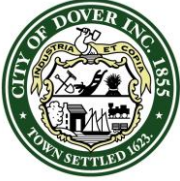
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Bellamy Road	Easterly	From Alumni Drive southerly for a distance of 440 feet
Bellamy Road	Easterly	From the intersection with Cataract Avenue southerly to Alumni Drive
Bellamy Road	Westerly	From the Bellamy River Bridge southerly to 200 feet beyond Lisa Beth Drive
Boyle Street	Northerly	From Court street Easterly for a distance of 200 feet
Brick Road	Northerly	From the intersection of Central Avenue easterly for a distance of 100 feet
Broadway	Easterly	From the PSNH Pole No. 114/25 (a point across from Florence Street) northerly to the intersection with Oak Street
Canney Lane	Northerly	Entire length
Central Avenue	Both	From the intersection with Back River Road easterly to the intersection with Stark Avenue
Central Avenue	Easterly	From the intersection with Ham Street northerly for a distance of 35 feet
Central Avenue	Easterly	From the intersection with Pierce Street northerly to the driveway of 547 Central Avenue (formerly Seacoast Savings Bank)
Central Avenue	Easterly	From the intersection with Indian Brook Drive southerly to the PSNH pole number 1/71



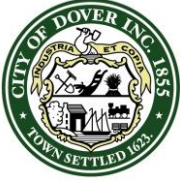
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Central Avenue	Easterly	From the intersection with South Pine Street Southerly to the PSNH pole number 1/147
Central Avenue	Easterly	From the PS Pole No. 1/1305 to the island of PS Pole No. 1/130A
Central Avenue	Easterly	From the south property line of 633 Central Avenue to the driveway of 655 Central Avenue
Central Avenue	Easterly	From the southerly driveway of 189 Central Avenue northerly to the intersection with George Street
Central Avenue	Easterly	From Washington Street north for a distance of 320 feet.
Central Avenue	Westerly	From Church Street to Silver Street, except during Sunday Religious Services at the First Parish Church
Central Avenue	Westerly	From the driveway to 146 Central Avenue southerly to a point 30 feet south of intersection with Trakey Street
Central Avenue	Westerly	From the intersection with Indian Brook Drive southerly to the intersection with Reservoir Street
Chapel Street	Both	From the intersection with Portland Avenue westerly to St. John Street
Chapel Street	Northerly	From the intersection with Main Street easterly to St. John Street
Charles Street	Northerly	From Central Avenue easterly for a distance of 150 feet



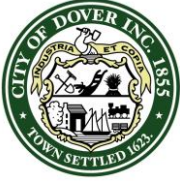
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Charles Street	Southerly	From Central Avenue easterly for a distance of 240 feet
Charles Street	Southerly	From Mill Street westerly for a distance of 70 feet
Chestnut Street	Both	From the intersection with Washington Street southerly to the intersection with St. Thomas Street
Chestnut Street	Easterly	From the intersection with Washington Street northerly to the intersection with Third Street
Chestnut Street	Westerly	From the intersection with Washington Street northerly to the intersection with Orchard Street
Chestnut Street	Westerly	From the intersection with First Street northerly to the intersection with Third Street
Chestnut Street	Westerly	From the intersection with Fourth Street northerly for 50 feet
Church Street	Northerly	From the intersection with Central Avenue westerly to the intersection with Locust Street, except for school buses and parents picking up or discharging students or during church services at the First Parish Congregational Church. When both student pick-up/discharge and church services occur at the same time, school buses alone shall take precedence
Clifford Street	Northerly	From the intersection with Towle Avenue easterly for a distance of 30 feet



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Cocheco Street

Southeasterly

Southeasterly side from the intersection with Portland Avenue, northeasterly 200' to across from the City of Dover pumping station, 20 Cocheco Street, between December 1 and April 1

Court Street

Northerly

From Central Avenue to Boyle Street

Court Street

Northerly

From the intersection with Union Street easterly for a distance of 110 feet

Court Street

Southerly

From the intersection with Central Avenue to the intersection with Union Street

Court Street

Southerly

From South Pine Street westerly for a distance of 100 feet

Cushing Street

Easterly

The entire length, between December 1 and April 1

Dover Street

Northerly

From the easterly corner of the property at 18-20 Dover Street, westerly for a distance of 135 feet, from 7:00 a.m. to 5:00 p.m. Monday through Friday

Durham Road

Both

From the intersection of Back River Road to the intersection of Mast Road

Durrell Street

Northerly and westerly

The entire length from St. John's Street to Winter Street

East Watson Street

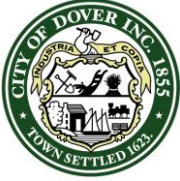
Both

From the intersection with Central Avenue easterly to the intersection with South Watson Lane

Elm Street

Westerly

From the intersection with Silver Street, southerly to the intersection with Fisher Street, between December 1 and April 1



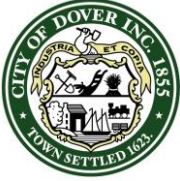
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Emerald Lane	Interior of circle	Even-numbered side, on the interior of the circle between 92 Emerald Lane and 216 Emerald Lane
Essex Street	Southwesterly	From the intersection with Portland Avenue northwesterly to the dead end, between December 1 and April 1
Everett Street	Westerly	From the intersection with Baker Street, southerly to the intersection with Ham Street, between December 1 and April 1
Ezra's Way	Easterly	Entire length
Fern Court	Westerly	From the intersection with Folsom Street, northerly, and then westerly to the dead end
Fifth Street	Northerly	From the intersection with Central Avenue westerly to Chestnut Street,
Fifth Street	Northerly	From the intersection with Chestnut Street westerly to the intersection with Grove Street Tammany Park , between December 1 and April 1
Fifth Street	Southerly	From the intersection with Grove Street, westerly to the intersection with Tammany Park, between December 1 and April 1
First Street	Northerly	From the westerly driveway of 1 First Street easterly to the intersection with Central Avenue
Folsom Street	Southerly	The entire length, between December 1 and April 1



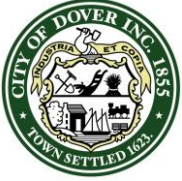
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Forest Street	Northwesterly	The entire length, between December 1 and April 1
Fourth Street	Southerly	From the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1
Fourth Street	Southerly	From the intersection with Chestnut Street westerly for a distance of 100 feet
Fourth Street	Southerly	From the intersection with Chestnut Street easterly to Public Service Pole No. 53/1A
Fourth Street	Southerly	From the Cochecho River bridge easterly to the intersection of Frances Drive, a distance of 250 feet
Gage Street	Northerly	Entire length
Gage Street	Southerly	From the intersection with New Rochester Road easterly for a distance of forty (40) feet
Garrison Road	Southerly	From the intersection with Shadow Drive easterly to the intersection with Meridian Drive
George Street	Northwesterly	From the intersection with Sonnett Street to the intersection with Henry Law Avenue, except where individual parking spaces are marked by the City



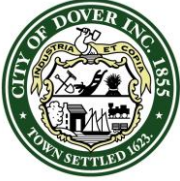
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George Street	Southeasterly	From the northeast corner of the property line of 233 Central Avenue northeasterly to the intersection with Sonnett Street
Greenfield Drive	Northerly	From the intersection with Garrison Road easterly to the northwest corner of Greenfield Drive traffic circle
Grove Street	Easterly side	Easterly side (odd numbered) from the intersection with Sixth Street, northerly to the intersection with Hough Street; between December 1 and April 1
Grove Street	Westerly side	Westerly side (even numbered) from the intersection with Hough Street, northerly to the intersection with Ash Street; between December 1 and April 1
Ham Street	Northerly	From Central Avenue to Park Street
Hampshire Circle	Northerly	From the southerly intersection with Whittier Street continuing around on that side of Hampshire Circle to the northerly intersection with Whittier Street
Hamilton Street	Northerly	From the intersection with Elm Street, westerly to the intersection with Belknap Street, between December 1 and April 1
Hancock Street	Southwesterly	The entire length, between December 1 and April 1
Hanson Street	Both	Entire length



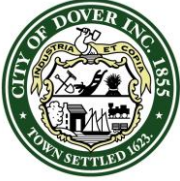
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Henry Law Avenue	Easterly	From the Maglaras Park entrance road to Browning Drive
Henry Law Avenue	Westerly	From the intersection of Browning Drive northerly for a distance of 75 feet
Henry Law Avenue	Westerly	From the intersection of George Street southerly to a point directly across from Towne Drive
Henry Law Avenue	Westerly	From the intersection with Williams Street southerly to the intersection with George Street
High Ridge Drive	Southerly	From the intersection with Floral Avenue easterly to the dead end, between December 1 and April 1
Horne Street	Westerly	From the intersection with Glencrest Avenue southerly to the driveway of 68 Horne Street
Industrial Park Drive	Easterly then southerly (inside of curve)	From the westernmost driveway from 89 Industrial Park Drive (Eversource Pole No. 305/12B) northerly, then easterly to the driveway of 115 Industrial Park Drive (Eversource Pole No. 305/15BS), from November 1 to April 1
Ivan's Lane	North	Entire length
Kirkland Street	Southerly	
Lexington Street	Easterly	The entire length, between December 1 and April 1



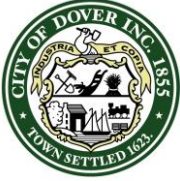
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Lincoln Street	Southerly	From the intersection with Chestnut Street, westerly to the intersection with Grove Street, between December 1 and April 1
Lisa Beth Drive		
Locust Street	Easterly	From the intersection with Silver Street southerly to the intersection with Central Avenue
Locust Street	Easterly	From the intersection with St. Thomas Street southerly to the intersection with Silver Street
Long Hill Road	Both	From the intersection with New Rochester Road (Route 108) westerly to the intersection with Old Rochester Road (Route 16B)
Main Street	Easterly	From the intersection with Washington Street northerly to the intersection with Chapel Street
Maple Street	Easterly	Easterly side (odd numbered) from the intersection with Sixth Street, northerly to the intersection with Ash Street; between December 1 and April 1
Mechanic Street	Both	From intersection of School Street northerly to the intersection of Chapel Street
Mill Street	Both	From a point 370 feet from Central Avenue easterly for a distance of 700 feet



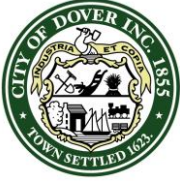
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Mineral Park Drive	Northerly	From the intersection with Washington Street to the intersection with Pleasant View Circle
Morin Street	Both	From the intersection with Central Avenue, westerly to PSNH Pole No. 1/18B
Nantucket	Easterly	Easterly side from the intersection with Henry Law Avenue to the end and including the turnaround area, between December 1 and April 1
Nelson Street	Southerly	From the intersection with Atkinson Street westerly to the intersection with Belknap Street
Nelson Street	Southerly	From the intersection with Locust Street westerly to the intersection with Atkinson Belknap Street, between December 1 and April 1
New York Street	Both	From the intersection with Broadway to the intersection with East Street
New York Street	Southerly	From the intersection with Central Avenue easterly to the Public Service Pole 111/12
Old English Village Road	Southerly	From the intersection with Central Avenue easterly to the Rollinsford Town Line
Old Garrison Road	Both	Along the entire 510 foot frontage of Tax Map J, Lot 10-6, owned by State of New Hampshire Fish and Game Department
Old Rollinsford Road	Both	From the intersection with Central Avenue to the Wentworth Douglass Hospital



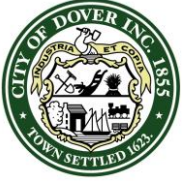
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Orchard Street	Both	From the intersection with Central Avenue westerly to the intersection with Chestnut Street
Orchard Street Lot service road	Both	Entire length from its intersection with Orchard Street northerly, then westerly to its exit to Orchard Street Lot
Overlook Drive	Westerly	Entire length
Park Street Park Parking Lot		No parking during the hours of 8:30 p.m. to 7:00 a.m. during the period of April 1 through September 30 and during the hours of 7:00 p.m. to 7:00 a.m. during the period of October 1 through March 31
Paul Street	Easterly	From the intersection with Henry Law Avenue, to the intersection with Wallingford Street
Pierce Street	Both	Entire length
Plaza Drive	Easterly	From the intersection with Glenwood Avenue northerly to the intersection with Northway Circle
Plaza Drive	Easterly	From the intersection with Northway Circle, northerly to the end of the Street, between December 1 and April 1
Pleasant View Circle	Westerly	From the intersection with Washington Street northerly to the intersection with Whittier Street
Portland Avenue	Easterly	From the north boundary of 161 Portland Avenue southerly to the north boundary of 149 Portland Avenue
Portland Avenue	Northerly	From PSNH pole 119/3A to the entrance of the Portland Avenue Parking Lot



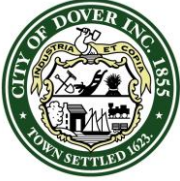
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Portland Avenue	Northerly	From the intersection with Chapel Street to the entrance with Portland Avenue parking lot
Portland Avenue	Southerly	The intersection with Chapel Street easterly and westerly for a distance of 100 feet
Portland Avenue	Westerly	From the intersection of Oak Street southerly for a distance of 600 feet
Preble Street	Southerly	From the intersection with Central Avenue easterly then southerly along the westerly side to the intersection with Pierce Street
Quaker Lane	Westerly	Entire length
Richmond Street	Westerly	Entire length
River Street	Easterly	From the intersection with Henry Law Avenue northerly for a distance of 130 feet
River Street	Westerly	From the intersection with Henry Law northerly to Washington Street
Rogers Street	Southwesterly	The entire length, between December 1 and April 1
Rogers Street	Westerly	From the intersection with Cochecho Street northerly for a distance of 400 feet
Royer Lane	Both	Entire length
Sandpiper Drive	Southerly	From the intersection with Watson Road to the cul-de-sac



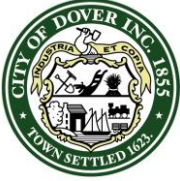
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School Street	Southerly	From the westerly entrance to the School Street Parking Lot easterly to the intersection with Mechanic Street
Shaw's Lane	Easterly	Entire length from Garrison Road to Tideview Drive
Silver Street	North	From the intersection with Central Avenue westerly to the intersection with Knox Marsh Road
Silver Street	South	From the intersection with Central Avenue westerly to the intersection with Knox Marsh Road
Smith Well Road	Westerly	From Glenwood Avenue to Barry Street
Sonnet Street	Both	From the intersection with George Street easterly to the intersection with Hanson Street
South Pine Street	North	From the intersection with Central Avenue easterly and northerly to the intersection with Court Street
South Pine Street	Southerly	From the intersection with Central Avenue easterly and northerly to the intersection with Court Street excluding the area between public service pole 150/4 easterly to public service pole 150/7A
Spring Street	Northerly	From Central Avenue to Locust Street
Spruce Lane Park	All	All parking within this park, between December 1 and April 1
St. John Street	Easterly	From the intersection with Broadway southerly to the intersection with Chapel Street



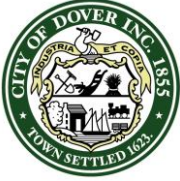
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St. Thomas Street	Both	From the intersection with Chestnut Street westerly to the property line between 25 and 33 St. Thomas Street except for vehicles whose driver or passenger is conducting business at the NH Circuit Court between the hours of 8 am and 5 pm, Monday through Friday
St. Thomas Street	Southerly	The angled spaces between the McConnell Center and Atkinson Street except for vehicles whose driver or passenger is conducting business at the NH Circuit Court between the hours of 8 am and 5 pm, Monday through Friday
St. Thomas Street	Northerly	From the intersection with Atkinson Street, westerly to intersection with Belknap Street, between December 1 and April 1
St. Thomas Street	Northerly	Two spaces in front of 33/35 St. Thomas Street, between December 1 and April 1
Summer Street	Southerly	From the intersection with Central Avenue westerly to the intersection with Belknap Street, between December 1 and April 1
Susannah's Crossing	Southerly	Entire length of publicly accepted portion of the street
Sylvan Drive	Northerly	Northerly side from the westerly outside edge (as posted) and including both sides of the traffic circle easterly to the end of the road including the turnaround area; between December 1 and April 1



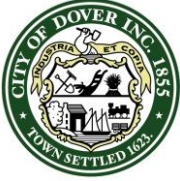
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2025.01.15 - 1**
Ordinance Title: Vehicles and Traffic
Chapter: 141
Section: Section. 48. Schedule I: No Parking at Any Time

Third Street	Northerly	From the intersection with Central Avenue westerly to the intersection with Chestnut Street
Third Street	Southerly	From the intersection with Chestnut Street westerly to the intersection with Grove Street, between December 1 and April 1
Third Street	Northerly	From the driveway of 33 Third Street westerly for 15 feet
Towle Avenue	Easterly	From the intersection with Clifford Street northerly for a distance of 30 feet
Towle Avenue	Westerly	From the intersection with Clifford Street northerly for a distance of 30 feet
Twombly Street	Northerly and easterly	From the intersection with Preble Street easterly and southerly to the intersection with Pierce Street
Union Street	Westerly	From the intersection with Court Street northerly to the intersection with Federal Street
Washington Street	Easterly	Between the intersection with Pleasant View Circle northerly to the intersection with Mineral Park Drive
Washington Street	Southerly	From the intersection with Locust Street westerly for a distance of 56 feet
Washington Street	Southerly	From the easterly most driveway of 150 Washington Street to Atkinson Street
Washington Street	Westerly	From the intersection of Morrison Lane northerly for a distance of 150 feet



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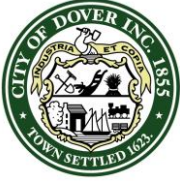
West Concord Street	Northerly	From the intersection with Lexington Street, westerly to the intersection with Arch Street, between December 1 and April 1
Whittier Street	Both	From the intersection with Mineral Park Drive northerly to the Whittier Street Bridge
Wildewood Lane	Both	From the intersection of Cottonwood Drive to the beginning of the cul-de-sac
Wildewood Lane	Northeasterly	From Sixth Street to Cottonwood Drive
Williams Street	Both	From the intersection with Central Avenue easterly to the intersection with Henry Law Avenue
Winter Street	Both	From the intersection with St. John Street easterly to the intersection with Durrell Street
Winter Street (formerly Cedar Street)	Northerly	From the intersection with Durrell Street easterly to the dead end
Young Street	Northerly	From the intersection with Main Street and Portland Avenue easterly to the Cochecho River
Young Street	Southerly	From the intersection of Main Street easterly to the Cochecho River, between December 1 and April 1

3. TAKES EFFECT

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

REQUIRES PUBLIC HEARING

TO BE REFERRED TO A PUBLIC HEARING ON FEBRUARY 12, 2025



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2025.01.15 - 1**
Ordinance Title: Vehicles and Traffic
Chapter: 141
Section: Section. 48. Schedule I: No Parking at Any Time

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

ORDINANCE BACKGROUND MATERIAL:

The changes to Chapter 141 proposed herein consist of changes to the one-sided seasonal parking restrictions recommended by Community Services Director John Storer and approved by the Parking Commission on December 18, 2024.

Document Created by: Legal	O-2025.01.15 Vehicles and Traffic Chapter 141 Section 16
Document Posted on: January 10, 2025	Winter Parking Page 19 of 19

RESOLUTION

RE: THE DOVER SCHOOL BOARD RECOMMENDATION TO CITY COUNCIL ON THE FUNDING OF THE JOINT BUILDING COMMITTEE ATHLETIC COMPLEX PROJECT

- WHEREAS:** the City Council has requested the Dover School Board provide a recommendation regarding the funding of the Joint Building Committee (JBC) Athletic Complex project; and
- WHEREAS:** the School Board is supportive of the Athletic Complex project and acknowledges its potential benefits to the community and student athletes, but seeks to ensure the project is undertaken in the best interest of the community and in a manner that does not adversely impact the funding for core educational needs; and
- WHEREAS:** the School Board recognizes the recommended project would require a twenty percent (20%) increase in the district's current debt service, and should receive careful consideration and thorough analysis to maintain fiscal responsibility and support for the district's primary educational mission;

NOW, THEREFORE, BE IT RESOLVED THAT:

The School Board recommends deferring a final funding decision for the JBC Athletic Complex project until the Fiscal Year 2026 budget is settled and approved, at which time a line item for the new debt will be included in the school budget.

BE IT FURTHER RESOLVED THAT:

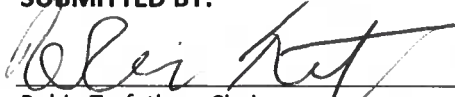
The School Board requests the JBC to continue its efforts during this additional time to address the following outstanding questions and considerations:

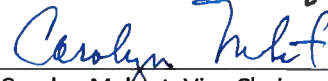
- Continue to explore the true needs of the community and the athletic complex, prioritizing safety, accessibility, and the replacement of the bleachers and track.
- Continue to examine options for a phased construction approach or alternative, less expensive options.
- Review scientific data and sources to evaluate the safety of synthetic turf versus natural grass, considering environmental impacts, watershed implications, and the future recycling or disposal of synthetic turf materials.
- Investigate scientific data on sports-related injuries associated with synthetic turf versus natural grass.
- Confirm the actual projected rental revenue to be earned from additional field space.
- Confirm and project the maintenance and replacement costs for the fields at 10-year, 20-year, and 30-year intervals.
- Explore establishing a sub-committee of community volunteers to consider fundraising opportunities to offset project costs, including grant funding, community fundraising, and/or sponsorships.

BE IT FINALLY RESOLVED THAT:

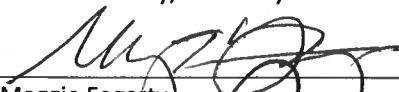
The School Board remains committed to supporting projects that enhance the district's athletic facilities and overall student experience while ensuring prudent financial management and the prioritization of educational needs.

SUBMITTED BY:

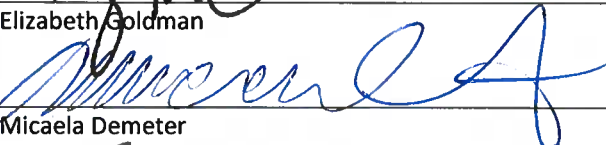

Robin Trefethen, Chairperson


Carolyn Mebert, Vice Chairperson


Michelle Clancy, Secretary


Maggie Fogarty


Elizabeth Goldman


Micaela Demeter


Craig Flynn

January 6, 2025