



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 9, 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 – Dover Varsity Cheerleading**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
 - A. **APPROPRIATION AND AUTHORIZATION FOR CWSRF LOAN FOR INFILTRATION AND INFLOW REMOVAL – BELLAMY-KNOX MARSH RD & MOUNT VERNON ST – PUBLIC HEARING ONLY**
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE TO BE HELD ON APRIL 23, 2025)
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. **March 19, 2025 – Workshop Meeting**
 - B. **March 26, 2025 – Regular Meeting**
11. **MAYOR'S REPORT**
12. **UNFINISHED BUSINESS**
 - A. **ORDINANCES IN THE 2nd READING**
 - B. **ORDINANCES IN THE 3RD READING**
 - C. **RESOLUTIONS**
 1. **ADDITIONAL APPROPRIATION AND AUTHORIZATION FOR BONDING FOR FY2026 CIP LEAD SERVICE LINE REPLACEMENT PROJECT**
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
13. **NEW BUSINESS**
 - A. **CONSENT CALENDAR**
 1. **AUTHORIZATION TO PURCHASE SEVEN (7) BALLOT COUNTING DEVICES FROM VOTING WORKS**
SPONSORED BY MAYOR CARRIER BY REQUEST



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2. **AUTHORIZATION TO PURCHASE FROM MHEC (MASSACHUSETTS HIGHER EDUCATION CONSORTIUM)**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **RUBB BUILDING SYSTEMS-FULL FABRIC REPLACEMENT OF SALT SHED BUILDING COVERING**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **B25032 PAVEMENT MARKINGS**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **B25032 REFLECTORIZED PAVEMENT LINES**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **B25048 ASPHALT TRENCH PATCHING SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
7. **APPROVAL OF LEASE AGREEMENT BETWEEN COURT APPOINTED ADVOCATES OF NEW HAMPSHIRE, INC, D/B/A C.A.S.A. AND THE CITY OF DOVER**
SPONSORED BY MAYOR CARRIER BY REQUEST
8. **APPROVAL OF AMENDMENTS TO ENERGY COMMISSION OPERATING RULES**
SPONSORED BY MAYOR CARRIER BY REQUEST
9. **APPROVAL OF CITY OF DOVER DIRECTOR OF RECREATION EMPLOYMENT AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
10. **APPROVAL OF CITY OF DOVER EMPLOYMENT AGREEMENT REGARDING EXECUTIVE ASSISTANT TO CITY MANAGER**
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) |
| 11. Legislative Liaison (Shanahan) | 24. Strafford Regional Planning Commission (Williams) |
| 12. Committee for Racial Equity and Inclusion (Nemeth) | 25. Government Affairs (Carrier) |
| 13. Graffiti Management Advisory Committee (Nemeth) | 26. Cemetery Board (Warach) |
| 14. Ordinance Committee (Shanahan) | 27. Joint Building Committee – Athletic Complex (Cullen) |



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B. RESOLUTIONS

1. **B25018 GARRISON RESERVOIR TO OAK STREET AND BROADWAY WATER TRANSMISSION MAIN**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B25036 WASTEWATER TREATMENT FACILITY (WWTF) BIOSOLIDS DISPOSAL SERVICES AWARDED TO RESOURCES MANAGEMENT INC.**
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

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



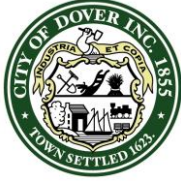
PROCLAMATION

- WHEREAS:** Dover Varsity Cheerleading has achieved an unprecedented and historic feat by being crowned back-to-back State Champions for Fall 2024 and Winter 2025; and
- WHEREAS:** Dover Varsity Cheerleading has also secured the title of New England Coed Champions for the first time in the program's history; and
- WHEREAS:** This remarkable achievement is the result of exceptional hard work, determination, and perseverance by our athletes, who faced numerous challenges throughout the season; and
- WHEREAS:** The team encountered significant adversity, including having to rework their routine four separate times due to athletes quitting or being removed from the team, and competing with only 11 athletes—the smallest squad in Dover Varsity Cheerleading's history; and
- WHEREAS:** Despite these challenges, the athletes demonstrated unwavering dedication, never giving up, and continuing to push forward through long, tiring practices, numerous repetitions, and unrelenting dedication to their craft; and
- WHEREAS:** The Winter State Championship at Pinkerton Academy saw Dover Varsity Cheerleading emerge victorious over Pinkerton, and the New England Championship at Worcester State University resulted in a victory over Attleborough; and
- WHEREAS:** This victory represents not just a triumph in competition, but also a testament to the team's unity, love for each other, and passion for the sport; and
- WHEREAS:** The perseverance, teamwork, and relentless effort displayed by the athletes and coaches of Dover Varsity Cheerleading have brought honor and pride to our community;

NOW, THEREFORE, I, Robert Carrier, Mayor of the City of Dover in the State of New Hampshire, and the entire City Council proudly and joyfully celebrate the accomplishments of the Dover Varsity Cheerleading athletes and recognize the hard-earned victory of back-to-back State Champions and New England Coed Champions.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Dover to be affixed this 9th Day of April, 2025.

Robert Carrier, Mayor
City of Dover, New Hampshire

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 7.A. PUBLIC HEARING ONLY Resolution Number: R – 2025.03.26 - 43 Resolution Re: Appropriation and Authorization for CWSRF Loan for I&I Removal-Bellamy & Knox Marsh Rd and Mount Vernon Street
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WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds and/or obtaining loans through the State of New Hampshire Revolving Fund programs; and

WHEREAS: The City identified a priority need to address Infiltration and Inflow Removal (I&I) at Bellamy Rd, Knox Marsh Rd and Mount Vernon Street and submitted a pre-application in the amount of \$250,000.00 to New Hampshire Department of Environmental Services (NHDES) and this I&I Project was determined to meet Clean Water State Revolving Fund (CWSRF) eligibility; and

WHEREAS: In late 2024 the City received notice from NHDES that offered funding as part of the Clean Water State Revolving Fund Program. **Dover’s Infiltration and Inflow Project** is one of nineteen Wastewater Planning projects on the [2024 Project Priority List](#) that has been allocated loan forgiveness for planning. Principal Forgiveness up to \$100,000 is available; and

WHEREAS: The city is seeking additional appropriation and authorization for debt financing in the amount of \$250,000.00 for these public improvements; and

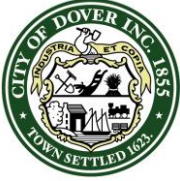
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of Two Hundred and Fifty Thousand dollars (\$250,000.00) is hereby appropriated for the CWSRF Dover Infiltration and Inflow capital project at Bellamy Road, Knox Marsh Road, and Mount Vernon Street with an estimated useful life in excess of the life indicated.

Item #	Description	Proposed	Life/Years	Department	Fund
		Appropriation			
1	Infiltration & Inflow Bellamy, Knox, Mount Vernon	\$250,000	10	Community Services - Sewer	Sewer
	Total	\$250,000			

AND FURTHER BE IT RESOLVED THAT:
To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND, FURTHER BE IT RESOLVED;

Document Created by: Finance Department Document Posted on: April 4, 2025	R-2025.03.12 Appropriation and Authorization for CWSRF Loan for I&I Project Page 1 of 7
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

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

Resolution Number: **R – 2025.03.26 - 43**

Resolution Re: Appropriation and Authorization for CWSRF Loan for I&I
Removal-Bellamy & Knox Marsh Rd and Mount Vernon
Street

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing this Infiltration and Inflow Removal (I&I) Project at Bellamy Rd, Knox Marsh Rd and Mount Vernon Street. The City Manager, Finance Director, and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF Program to obtain the loan for eligible identified project costs up to \$250,000.00.

NOTE: Per C6-6 and C6-14 this resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after public hearing.

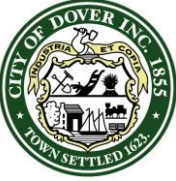
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

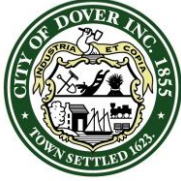
 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 7.A. PUBLIC HEARING ONLY	
Resolution Number: R – 2025.03.26 - 43 Resolution Re: Appropriation and Authorization for CWSRF Loan for I&I Removal-Bellamy & Knox Marsh Rd and Mount Vernon Street		

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#: 7.A. PUBLIC HEARING ONLY Resolution Number: R – 2025.03.26 - 43 Resolution Re: Appropriation and Authorization for CWSRF Loan for I&I Removal-Bellamy & Knox Marsh Rd and Mount Vernon Street
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RESOLUTION BACKGROUND MATERIAL:

This resolution makes an appropriation and bonding authority for a project in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) for the Clean Water State Revolving Fund (CWSRF) Infiltration and Inflow Removal (I&I) Project at Bellamy Rd, Knox Marsh Rd and Mount Vernon Street.

The City of Dover owns, operates, and maintains wastewater collection and treatment facilities that serve the City’s more than 31,000 residents. Its collection system includes almost 115 miles of sanitary sewer (ranging in size from 8-inch to 40-inch) and 23 pumping stations. All sanitary sewer flows are conveyed to the Dover WWTF where they are treated and discharged to the Piscataqua River. In 2000, the City initiated an Infiltration & Inflow

(I/I) Study (Phase I) to identify areas experiencing high I/I flows and developed a plan for reducing peak flows in the sewer system. Since then, the City has been continuously making efforts to reduce the amount of I/I received by the system through projects designed to remove and prevent I/I. As part of the Phase II I/I Study completed by Wright-Pierce in 2019, a comprehensive flow metering effort identified potential future I/I reduction projects for the City. Therefore, the City has prioritized an I/I removal project for Bellamy Rd, Knox Marsh Rd, and Mount Vernon St.

Sanitary Sewer Evaluation Surveys (SSES) activity to identify sources of I/I within meter basins determined to have high I/I rates. Work includes CCTV inspections, flow isolations, manhole inspections, smoke testing, dye testing and building inspection.

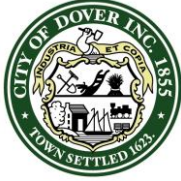
Debt Authorization versus Debt Retirement

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

Description	Sewer Fund
Pending Authorization	250,000
Prior FY2026 CIP Authorization	10,950,000
FY2026 Principal Retirement	1,787,745
Net Change	9,412,255

Legal Debt Limits

Document Created by: Finance Department Document Posted on: April 4, 2025	R-2025.03.12 Appropriation and Authorization for CWSRF Loan for I&I Project Page 4 of 7
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The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2025 and this authorization, against the City Council Financial Policy debt limit for the Sewer Fund. There is no statutory legal debt limit established for the Sewer Fund.

	Sewer
Description	Fund
Debt Outstanding	21,871,345
Authorized - Unissued	27,033,965
Total Issued & Unissued	48,905,310
This Authorization	250,000
Grand Total	49,155,310
Policy Debt Limit	100,093,465
Under (Over) Policy Limit	50,938,155
Percent Under (Over)	50.89%

Notes: Financial Policy debt limit for the City’s Sewer Fund is based on 1.5% of equalized assessed value.

Financial Policy Considerations

The proposed debt authorizations contained in this resolution will result in the following City Council adopted Financial Policies not being adhered to:

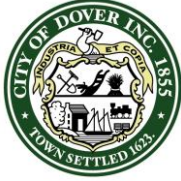
- A. Sewer Fund debt service for any given fiscal year shall not exceed 40% of the total appropriations for the fund.

The Sewer Fund debt service as a percentage of budget is projected to exceed the 40% policy level in FY2027 and continue through FY2031. This is the result of the funding appropriated in this resolution, the prior \$10,950,000 of FY2026 Sewer Fund CIP authorizations for bonding, and funding for the River (Payne) Street Pump Station Upgrade in FY2022 and FY2024 CIP, as well as the WWTP MLE Conversion Upgrade in FY2017 CIP.

Budgetary and Rate Impacts

The repayment of the Sewer Fund debt obligations is funded through the collection of user fees from sewer system rate payers. The \$250,000 debt obligation is expected to be paid back over a 10-year period. Principal repayments would be \$25,000 per year. The annual impact to the City’s Sewer Fund budget is based upon

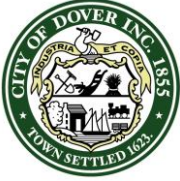
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annual principal and interest repayment. The interest that would accrue on outstanding principal balances over the 10-year period, based on an interest rate of 2.00%, is estimated to be a total of \$27,500 impact and approximately \$27,750 annual impact for the term of the loan. Total estimated debt service cost for this appropriation for the term of the loan is \$277,500 (\$250,000 + \$27,500).

Pending Authorization Only				
Net Change in Sewer Rate				
		2026	2027	2028
Sewer Rate Change		0.03	0.03	0.03
Estimated Sewer Rate		11.31	11.34	11.37
% Change Sewer		0.27%	0.27%	0.27%
Including Prior Year Authorizations				
Net Change in Sewer Rate				
		2026	2027	2028
Sewer Rate Change		2.28	1.23	0.80
Estimated Sewer Rate		13.56	14.79	15.59
% Change Sewer		20.21%	9.07%	6.39%
Rate per 100 Cubic Feet of Sewer Consumption				

The table below reflects the net change from year to year, and the total change after 3 years, for an average single-family home for user fees based on 75 HCF of average sewer usage.



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Impact to Average Single Family Home				
				Change
				After
Description	Yr1	Yr2	Yr3	3 Years
CIP Only				
Sewer Fees	3	2	2	7
Including PY Authorizations				
Sewer Fees	171	92	60	323

City Manager's Report

April 9, 2025

Reporting On:
March 2025

By: J. Michael Joyal, Jr.
City Manager

Executive Department

Six Divisions ♦ 23 Employees

Office of Business Development (OBD)

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

	January 2024	January 2025	12-Mo. Avg.
Total Labor Force	20,380	20,820	20,702
Unemployment Rate	2.1%	2.3%	2.0%

	February 2024	February 2025	12-Mo. Avg.
Median Home Sales-Single Family	\$439,900	\$465,000	\$582,333
Average Days on Market	21	46	24

Effective January 2025, the Local Area Unemployment Statistics (LAUS) uses a new methodology to calculate its data. This change will not impact the format of Manager’s Reports, and year over year comparisons and graphs contained in the same month’s report come from the same LAUS dataset and are reliable. However, data from this March 2025 report and future reports cannot be reliably compared to LAUS data presented in the February 2025 Manager’s Report or any earlier report. All LAUS data, regardless of methodology, is a calculated estimate. These estimates are periodically revised so that researchers can compare different geographies and time periods in a statistically valid way. These changes should not be interpreted as “corrections” to prior data.

New Business / Commercial Development / Downtown Updates

The Office of Business Development has engaged with numerous existing businesses exploring expansion, and a new retail business is set to move into a previously vacant space on Fourth Street. With a strong interest in newly available properties, many commercial listings are going under agreement shortly after hitting the market, signaling continued confidence in Dover's business landscape.

Staffing shortages persist across Dover's restaurant sector, particularly in front of house and kitchen roles, contributing to reduced operating hours and limited service in some establishments. While a few businesses are experiencing a dip in typical foot traffic, the sector remains poised to rebound as labor conditions gradually improve and the outdoor dining season begins.

Retailers are reporting a noticeable uptick in revenue as the month closes. Community engagement remains a key driver. Local support and creative social media promotion efforts are helping sustain small businesses through seasonal transitions and broader economic uncertainty.

Despite ongoing challenges, Dover's business community is demonstrating resilience and adaptability, with business owners adjusting operations and strategically planning for growth. Signs point to continued economic momentum and a strong spring season ahead.

Economic Activity

The US Small Business Administration has announced a major reorganization that will reduce the agency's workforce by 43% and eliminate a variety of initiatives that support green infrastructure or business owners of marginalized backgrounds. The announcement emphasizes a desire for 30% of agency staff to be located in the field, possibly indicating that cuts will primarily target headquarters staff. It is unclear how the proposed reduction in force relates to a separate announcement that the SBA will assume responsibility for administering federal student loans.

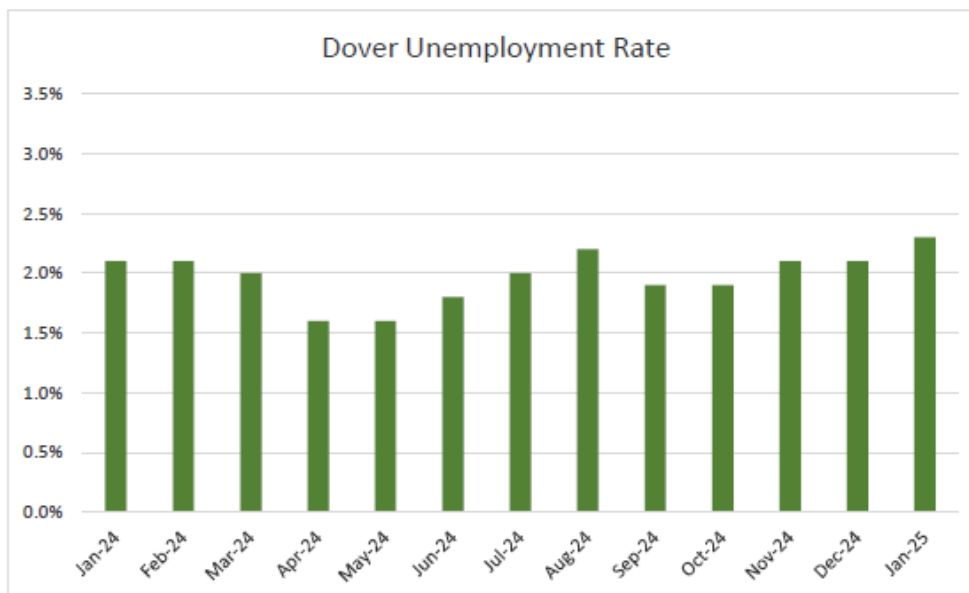
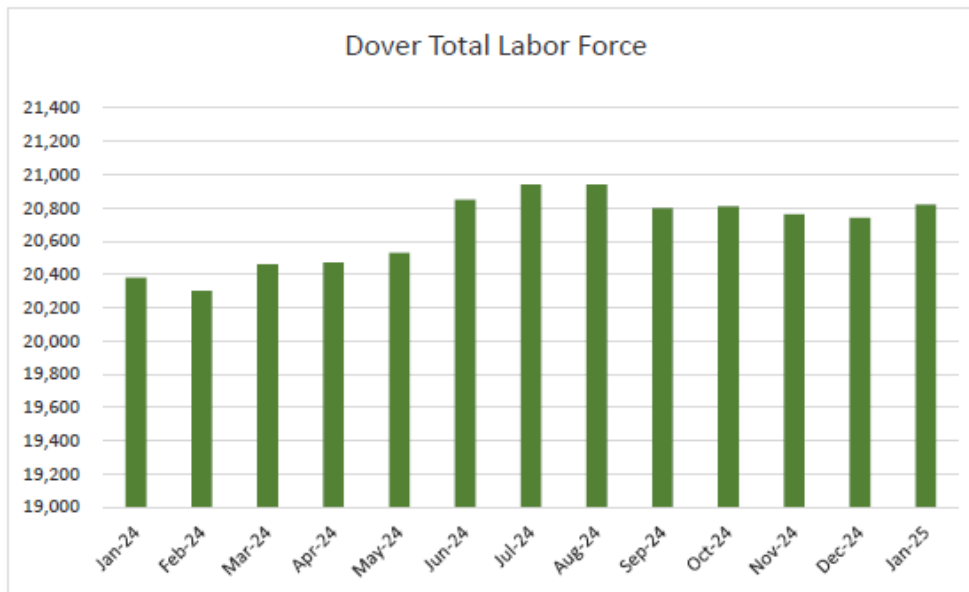
The Trump administration has released new uniform standards for partner financial institutions that administer traditional SBA tools like the 7a and 504 programs that will take effect at the end of March 2025, including a new 2% fee on all SBA loans up to \$150,000, and 3% on larger loans. The standards are intended to prevent fraud and decrease the risk of SBA loans and come in the wake of a rising number of businesses defaulting on SBA loans.

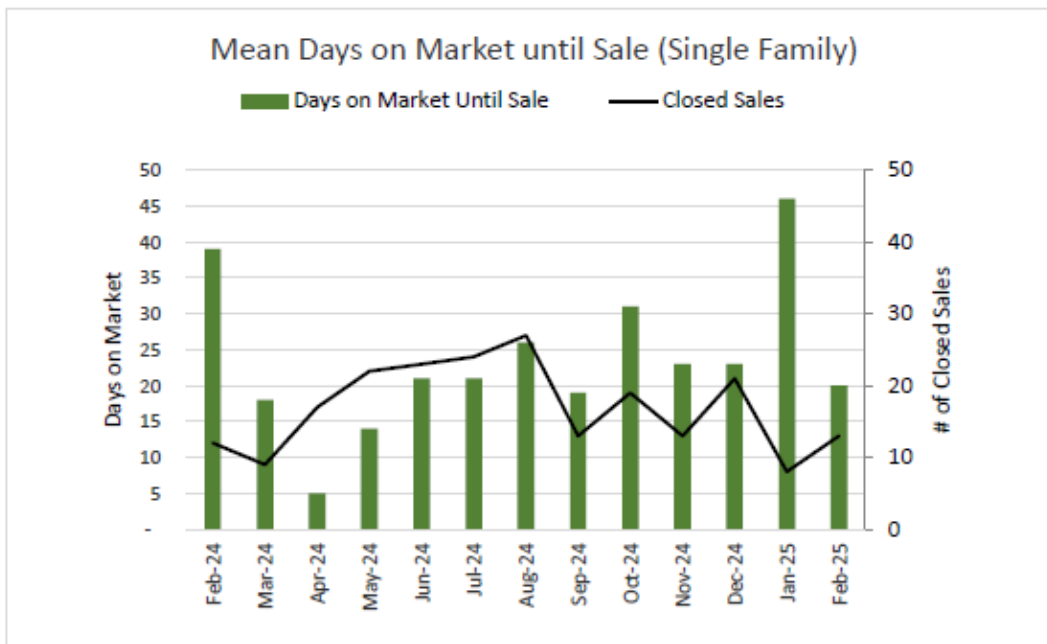
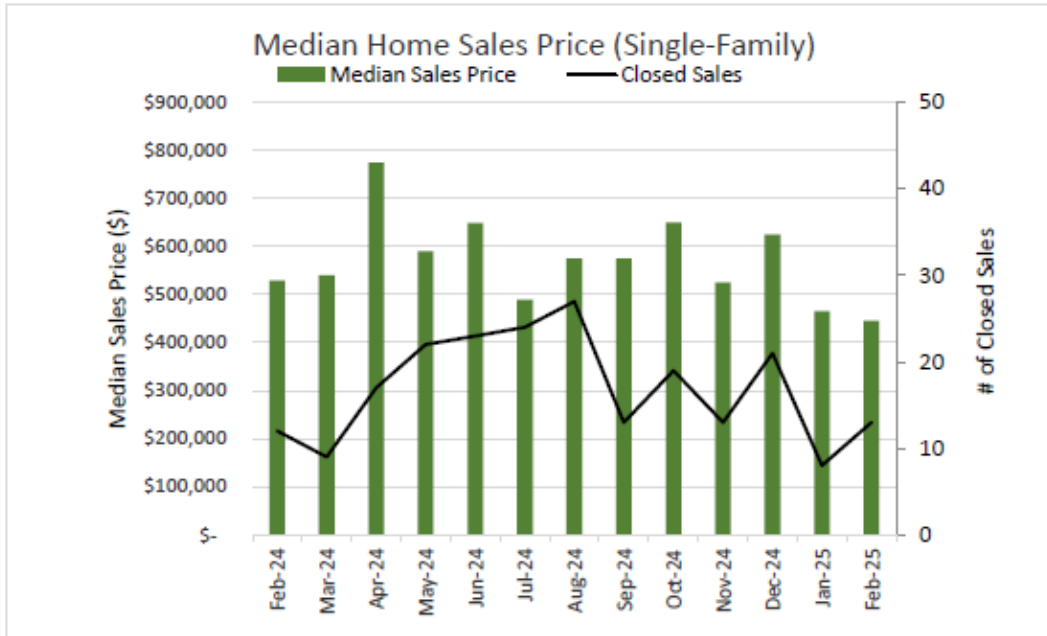
There has been a nationwide surge in entrepreneurship since the pandemic. The NH Secretary of State reports that over 21,400 new businesses formed statewide in 2024, compared to only 15,200 in 2019, and the SBA experienced unprecedented demand for loans in FFY 2024 and the first half of FFY 2025. SBA staff anticipate that the new fees and standards will significantly reduce demand for SBA products going forward.

The Federal Reserve Bank of Boston reported mixed economic activity as of early March. Retailers in the Greater Boston market indicated modest improvements in sales, but restaurants struggled due to rising wholesale food prices and decreasing demand. Overall prices saw a modest increase, with wholesale food being the largest rise. Employers reported more selective hiring and workers indicated less interest in changing jobs. However, the date of the report was too early to capture significant consequences of either newly imposed tariffs or impacts of federal layoffs on the labor market.

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

Housing metrics obtained from NHAR-Strafford County.







As of 03.30.2025

Waterfront Update:

Overall Project Status:

- Progress was slightly slowed by wet spring weather but has since regained momentum with warmer temperatures and longer daylight hours.
- Exterior building construction is nearing weather-tight milestones, and interior construction (framing, electrical, plumbing) is progressing.

Specific Public Improvements:

- **Granite Bridge Deck Stairs:** Construction adjacent to Makem Bridge is underway, with RAP closure and subgrade adjustments in progress. Granite stair blocks have arrived.
- **Site Lighting:** Installation of park walkway lighting light pole bases continues along with the associated electrical supply conduits.
- **Rap Closure:** as subsurface park elements are installed the RAP closure progress continues to proceed with the segmented completion of park areas.
- **Electrical Utility:** Eversource has started pulling wire for electrical supply, with work expected to continue for a month.
- **Sector Cabinet Pad:** North East Earth has prepared the site for a sector cabinet pad to supply electricity to a single-family residence and dredge cell area lighting.
- **Building "F" and Park Area:** Subgrade adjustments are complete, and the area is awaiting formal RAP closure.
- **Shoreline Restoration:** The City is working with engineers to restore the former Army Corp bulkhead area, with a meeting planned with the NH DES.
- **Retaining Wall and Stair Foundations (Pavilion):** Preparations are complete, granite stair foundations are installed, and wall construction is underway.
- **Pavilion Building:** Pine Brook Construction will begin the first stages of construction in the coming weeks, with completion expected in fall/winter.

Office of the City Attorney (OCA)

Vacant, 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 MARCH 2025

	For Month	FY25 FYTD	FY24	FY23
Legal Matters/Questions Handled	72	693	1,072	1,061
Review Existing Legal Contracts & Draft Memo	6	106	156	153
Legal Contracts/Memo Created	20	175	213	201
Right to Know Requests Processed	4	63	81	100
Resolutions	3	32	66	70
Ordinances	0	7	16	17
Leases	3	10	10	4
Primex Auto Claims Handled	3	45	59	80
Primex Liability Claims Handled	6	34	56	67
Primex Property Claims Handled	8	40	52	54

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

- John Doherty – Re: request for bid documents regarding Garrison Hill Water Storage
- Global Zoning – Re: information regarding zoning and fine violations for 29 ½ Littleworth Road
- M. Bodycammedia.com – Re: inquiry questionnaire regarding police redaction systems
- Bradley Amari– Re: Ten separate record requests including:
 - Permit & Plans for Parcel M0082-A00001
 - Private Infrastructure records for Middle Road/Tuttle Lane
 - Any Service Reports, complaints, concerns, repairs from 1/1/2020 through current for 43 miscellaneous properties located on Tuttle Lane, Beaumont St., Middle Road, Isaac Lucas Circle and Dover Point Rd along with request for service records and purchasing records for pump station listed at 22 Isaac Lucas Circle between 1/1/2019 and current.
 - Information re: buried stream/wetlands on Huckleberry and Dover Neck Roads
 - Private Infrastructure records for Middle Road and Dover Point Road
 - Information regarding 387 Middle Road Car Bomb from 1980's
 - Information regarding 51 Tuttle Lane Fire (formerly 93 Tuttle Lane) from 1980's
 - Information regarding driveway permit for 46 Tuttle Lane
 - Information regarding wetland control system for 51 Tuttle Lane
 - Information regarding Waterline Industries including any and all active, executable contracts between 2022 – 2025; any expired contracts between 2022 and 2024; all invoices, paid or unpaid, and any other financial records between 1/1/2023 thru 3/20/25; purchasing lists from the Engineering Department, Community Services or any department using products from Waterline Industries; any current bid documents for years 2020 through 2025; and any planning records on file that have been created by or with Waterline Industries Corporation in partnership for years 2002 through 2025.

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

Assisted with closing on a conservation easement as well as assisted with purchase of conservation land.

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

Other activities of potential interest during the month:

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 policy matters as requested. Assisted with public records requests.

Community Services: Assisted with property rights questions; assisted with procurement contracts; assisted with Waste Management contract extensions; assisted with contract administration questions; assisted with questions related to snow removal and sidewalk concerns.

Executive Department: Assisted Human Resources with general employment inquiries.

Finance Department: Assisted with resolution of pending tax abatement matters; assisted with review of bid packages and specific Terms and Conditions needs.

Planning: Assisted with purchase and sale agreements.

Police: Assisted with parking ordinance.

Public Welfare: Assisted with welfare program inquiries.

Recreation: Assisted with leases; assisted with program waiver questions.

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. A status hearing occurred in January 2025, with an expected Order to follow that has yet to issue. **The Court scheduled a Status Conference for April 14, 2025.**

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 March 2025.**

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 held on January 14, 2025. Case has now been submitted for appeal decision.

Richard Strahan v. William McNamara -

Declaratory judgment and injunction action filed in U.S. District Court by a citizen against the University of New Hampshire, the Town of Durham, and the City of Dover. In the Complaint, the

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

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 March 2025.**

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. A motion to approve the sale of property in Dover has been submitted to the Court in February 2025. **The Court Approved the sale of the Dover property on March 12, 2025.**

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. Parties have now filed for dismissal of the case, which the Court has approved.

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. Briefing before the Housing Appeals Board occurred recently, with the City filing its hearing memorandum through outside counsel in January 2025. The final hearing before the board took place in February 2025

Hilary Hamer and Merlin Mason v. City of Dover:

Two residents have appealed a January 2025 Planning Board decision approving a Transfer of Development Rights application. The appeal has been filed with the New Hampshire Housing Appeals Board. An Answer is due to the Board March 31, 2025. **The City filed the Certified Record with the Board on March 31, 2025.**

ABATEMENT CASES - 2022

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. In January 2025, City disclosed its initial expert. Case is expected to undergo mediation. **Mediation occurred on March 27, 2025 where a settlement was reached.**

ABATEMENT CASES – 2023

(Mandated settlement conferences are ongoing with certain matters settled as noted below):

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.

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 5, 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. **A hearing has been scheduled for July 1, 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. **Hearing scheduled for August 20, 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. The parties appear to have reached a settlement in principle, subject to drafting of a settlement agreement. **The parties reached a settlement on March 12, 2025.**

Professional Development

The Office of the City Attorney places significant importance on professional development in areas germane to the City's needs. 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.

Office of the City Manager (OCM)

Michael Joyal, City Manager; Colleen Bessette, Executive Assistant

In addition to the daily happenings and employee/citizen support, office staff handled the following throughout the month:

There were 6 workplace injuries throughout the City during the month in which the City Manager's Assistant (CMA) processed. This was 4 less than in February. These were 'records only', medical claims and two were lost time claims. 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 12 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 340 applicants that applied to all of the City of Dover's open positions in during the month. This was over double the applicants that applied last month. At the time of this report, there are currently 20 open positions the City is recruiting for.

The City Manager's Assistant monitored new position and/or new hire physicals and background/motor vehicle checks for 12 employees. This oversight ensures all eligible employees and/or applicants are able to move on in the hiring process. Hiring has dropped significantly over the past few months.

There was one Coordinating meeting held in March. A Coordinating meeting is where the Planning Director, Community Services Director, City Engineer discuss various projects going on in the City of Dover.

The City Manager held two 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.

Various meetings took place during the month surrounding SCADA, water main break evaluation, Legal Division update, Water/Sewer billing meeting, disability/work comp leave follow up, Engineering/Waterfront, IT Administrator, Department Head evaluation, Intro by Cornerstone VNA, city wide wiring project, leadership seacoast, budget, Waste Management, and field maintenance.

The CMA supported the Racial Equity & Inclusion Committee by working up and posting the agenda and minutes for their two monthly meetings. She also supported Dover Doers by placing requested orders. The CMA also attended a Brand & Management (BAM) meeting to discuss City Hall signage, a Joint Loss Management meeting where she updates the committee on Work Comp claims, and she also attended a Healthcare Committee meeting.

Office of Human Resources (OHR)

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

February Employment Statistics

Employment Separations = 4		Employment New Hires = 4	
Community Services	2	Community Services	3
Police	1	Finance	1
Recreation	1		

Employee Anniversaries for March		
Employee Name	Employee Department	Length of Service
Tweedy, Samuel	Police	30
Terlemezian, David	Police	29
LaFrance, Denise	Library	26
Chabot, Craig	Fire	25
Young, Edward W	CS	24
Dwyer, Cheryl	CS	18
Bretz, Jennifer	CS	17
Flanagan, Dennis	Recreation	9
Gray, Janet	Finance	9
Lynch, Bryon	Police	9
Daley, Daniel	Police	7
Donais, Jenna	Police	7
Eaton, Bethany	Finance	6
Elbert, Dennis	Police	6
Garnett, Leah	Finance	4
Bassegio, Erin	Planning	3
Palaima, Marie	Police	3
Walker, Cassidy	Police	3
Marvin, Bridget	Police	2
Rowell, Jared	Fire	2
Blair, Matthew	Fire	1
Evada-Wibowo, Julieta	Finance	1
Lesperance, Brent	CS	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; Vacant, Utility Systems Admin; Nathan Tong, Utility Systems Tech; Matt Faucher, Public Safety IT Admin; Vacant, Public Safety IT Tech

Update for February 2025:

Office of Information Technology managed 168 total monthly IT Support Tickets in January 2025. The majority of tickets were created in the Police department. The majority of tickets were categorized as Client – Issue and User Account – Issue.

Final water plant updated to utilize new, updated project databases, alarms and screens.

Cutover to new Programmable Logic Controller (PLC) that supports water sites completed.

Updated one water plant to utilize existing fiber instead of radio communications.

Geographic information system (GIS) application installed and configured on new hardware. Allied Universal and subcontractors focused on access control and camera wiring work with three weekly project meetings held in February. Access control wiring complete with clearance schedules configured for Community Services Public Works and McConnell Center. Design of access control card for McConnell Center tenants is in process with Office of Media Services.

Scheduled FY2025 client PC replacements is seventy-four percent (74%) complete.

Update format of Permit, Plan and Business License invoices per City Clerk – Tax Collector and Finance Director request. Minor adjustment will allow clerks to more easily identify invoice.

Public Safety IT Administrator working with State of NH Department of Safety to support updated authentication to select State of NH system.

IT Director joins Media Services Director and Assistant City Manager to record podcast discussing FY2026 Office of Information Technology / DoverNet Proposed Budget.

IT Director initiates appropriation transfer request to support additional wiring needs in support of various municipal facility projects; wireless upgrade project, Inspection Services Building security and South End Fire Station renovations.

Support Planning in the fit-out of Inspection Services Building. Provide quotes for network hardware and wiring work.

Utility Systems IT Administrator and Technician virtually attend “CISA|New Hampshire DES Water/Wastewater Sector Security Webinar.”

Asset Management IT Technician, Administrator and IT Director join ESRI to learn more about ESRI Utility Network product capabilities.

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

Media Services continued to provide updates on the proposed FY2026 budget, which the City Council deliberated in March. Updates included all meeting videos, budget documents presented to the City Council, and other related material posted to the online Budget Revealed resource on the city's website. Additionally, Media Services prepares and distributes a weekly newsletter about the budget process, as provided by the city manager. The Budget Revealed initiative also includes regular updates via the city's official social media pages. The Dover Download podcast featured multiple episodes in March that focused on the budget process, including an examination of departmental budgets.

In March, work continued on two major projects within Media Services. The first, a significant upgrade to the city's broadcast system and infrastructure. This project is the first major upgrade in more than a decade, and will modernize the city's broadcast, streaming, and media capabilities, enhancing public communication. The second major project is a complete redesign and overhaul of the city's public-facing website.

Media Services produced five episodes of the Dover Download podcast in March. Topics included an update on the activities of Dover's public bodies in the prior month, detailed discussions about the proposed FY2026 budget, and the relationship between schools and housing. Dover Download is a weekly look at what's happening in Dover, hosted by Deputy City Manager Christopher Parker.

In March, Media Services continued to provide content and design assistance to various informational projects and assets to several departments and divisions, including Community Services, Engineering, Planning, Business Development, and Recreation.

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

In March, Media Services sent out 57 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 March, 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 21 meetings and special events in March.

Media Services provided production and broadcast coverage of the annual State of the City for 2025, held on March 27 at 121 Broadway. This year's event, hosted by the Greater Dover Chamber of Commerce, focused on the development of the city-owned waterfront parcel along the Cochecho River in Dover's downtown area. Speakers included Deputy Manager Christopher Parker, Jackie Huber and Rob Simmons from the development firm Cathartes, CWDAC Chair Norm Fracassa, and chef Evan Hennessey, who will be opening a restaurant in the "Waterfront District." The event can be watched here:

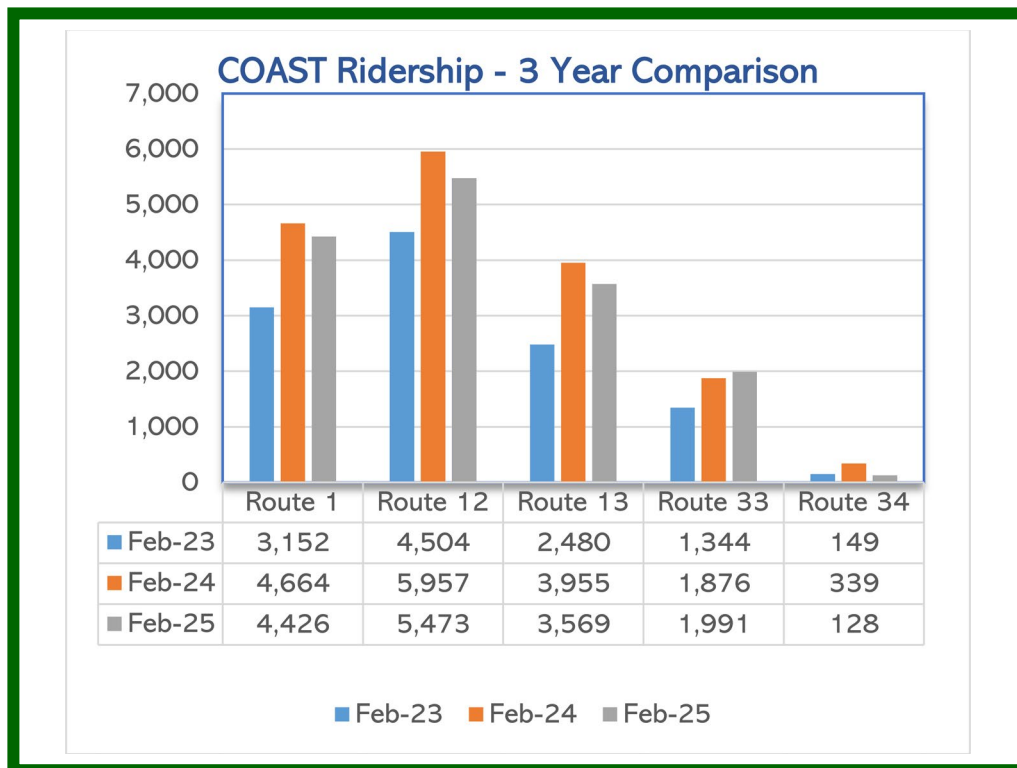
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As of March 26, 2025

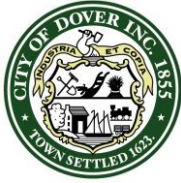
COAST

Ridership Activity



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

J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: City Hall, Council Chambers
Meeting Date: **Wednesday, March 19, 2025**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Retrosi led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

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

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

5. PUBLIC FORUM

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

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

6. DISCUSSIONS

A. REVIEW OF PROPOSED FY2026 BUDGET

1. COMMUNITY SERVICES

Community Services Director John Storer presented a PowerPoint Presentation to the Council giving an overview of the Community Services FY2026 Budget.

2. LIBRARY

Library Director Denise LaFrance presented a PowerPoint Presentation to the Council giving an overview of the Library FY2026 Budget.

3. DOVERNET

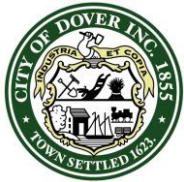
Information Technology Director Annie Dover presented a PowerPoint Presentation to the Council giving an overview of the IT/DoverNet FY2026 Budget.

City Manager Joyal presented an amended page 40 in the fee schedule, the updates were to some of the Recreation fees. The Manager also presented suggested general fund budget adjustments to the Council.

7. ADJOURNMENT

Councilor Warach moved to adjourn, seconded by Councilor Nemeth.

Vote: 9-0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 26, 2025**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Williams led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

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

Absent: Councilor Warach

Also Present: City Manager Joyal, Acting City Attorney Perez, City Clerk Vansylvong-Bizier

5. PROCLAMATIONS/AWARDS – Lilly Nossiff & St. Thomas High School Girls Basketball Team

Mayor Carrier presented a proclamation to Lilly Nossiff for her outstanding achievements in basketball.

Mayor Carrier presented a proclamation to the St. Thomas High School Girls Basketball Team congratulating them on their undefeated season and Division 3 Championship.

Mayor Carrier presented a proclamation to the St. Thomas Boys Varsity Hockey Team congratulating them on their Division 2 State Hockey Championship.

6. APPROVAL OF AGENDA

Deputy Mayor Shanahan moved to approve the agenda, seconded by Councilor Retrosi.
Vote: 8-0.

7. PUBLIC HEARINGS

A. ADDITIONAL APPROPRIATION AND AUTHORIZATION FOR BONDING FOR FY2026 CIP LEAD SERVICE LINE REPLACEMENT PROJECT – PUBLIC HEARING ONLY (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE TO OCCUR ON APRIL 9, 2025) SPONSORED BY MAYOR CARRIER BY REQUEST

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

8. PUBLIC FORUM

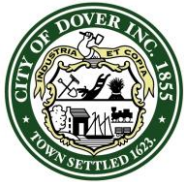
Taxpayers, Business owners, and Residents are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

Eric Leaver, 42 Main St, urged the Council to vote against resolution 13.B.1. in its current form, to address the striping plans.

Aaron Williams, 51 Sixth St, spoke about resolution 13.B.1. and gave suggestions on improvements to streets in the City.

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing and gave an overview of the report to the Council.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 26, 2025**
Meeting Time: **7:00 pm**

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

Vote: 8-0.

10. APPROVAL OF MINUTES

A. March 5, 2025 – Workshop Meeting

B. March 12, 2025 – Regular Meeting

Deputy Mayor Shanahan moved to approve the two sets of minutes, seconded by Councilor Williams.

Vote: 8-0.

11. MAYOR'S REPORT

Mayor Carrier gave an overview of the events and meetings he attended over the last few weeks, and answered questions from the Council.

Deputy Mayor Shanahan moved to accept the Mayor's Report, seconded by Councilor Nemeth.

Vote: 8-0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

13. NEW BUSINESS

A. CONSENT CALENDAR

1. AUTHORIZATION TO PURCHASE LIGHTING FIXTURES FOR DOVER INDOOR POOL

SPONSORED BY MAYOR CARRIER BY REQUEST

2. B21048-RFP24-002 MILL STREET PUMP EVALUATION - ADDITIONAL SCOPE OF WORK

SPONSORED BY MAYOR CARRIER BY REQUEST

3. B25044 CONSTRUCTION EQUIPMENT RENTAL

SPONSORED BY MAYOR CARRIER BY REQUEST

4. AUTHORIZATION FOR EMS TRAINING AT THE NEW ENGLAND EMS INSTITUTE

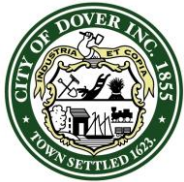
SPONSORED BY MAYOR CARRIER BY REQUEST

5. B25052 AWARD OF BID POLICE MOBILE DATA TERMINALS (CRUISER TABLETS)

SPONSORED BY MAYOR CARRIER BY REQUEST

6. PROFESSIONAL SUPPORT SERVICES FOR (SCADA) SUPERVISORY CONTROL AND DATA ACQUISITION – WOODARD & CURRAN

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, March 26, 2025**
Meeting Time: **7:00 pm**

7. B25008B ADDITIONAL MUNICIPAL FACILITY WIRING

SPONSORED BY MAYOR CARRIER BY REQUEST

8. COMMUNITY TRAIL CHALK ART FUNDRAISER

SPONSORED BY MAYOR CARRIER BY REQUEST

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

No Councilors requested to pull any resolutions for further discussion.

Roll Call Vote: 8-0.

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) |
| 13. Graffiti Management Advisory Committee (Nemeth) | 27. Joint Building Committee – Athletic Complex (Cullen) |
| 14. Ordinance Committee (Shanahan) | |

Councilor Williams presented recommendations from the Appointments Committee to the Council:

New Appointments:

Hilary Hamer– Zoning Board – Alternate Member (term: 3/26/2025 to 3/26/2028)

Donovan Ingle – Recreation Advisory Board – Alternate Member (term: 3/26/2025 to 3/26/2028)

Jamie Tymann – Cemetery Board – Alternate Member (term: 3/26/2025 to 2/22/2026)

Resignations:

Mallory Stranger – Planning Board

Robert Margraff – Cemetery Board

Shellie Lemelin – Recreation Advisory Board

Krysta Gingue – Recreation Advisory Board

Tamara Whittman – Recreation Advisory Board & Committee for Racial Equity and Inclusion

Jake Geddes – Conservation Commission

Change in Status:

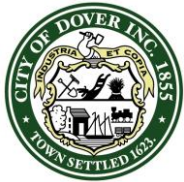
Russ Warnock – Conservation Commission – Alternate to Regular Member

Jeff Sanborn – Planning Board – Alternate to Regular Member

Deputy Mayor Shanahan moved to accept the recommendations from the Appointments Committee, seconded by Councilor Retrosi.

Roll Call Vote: 8-1, with Council Cullen opposed.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 26, 2025**
Meeting Time: **7:00 pm**

Councilor Williams gave an overview of the Strafford Regional Planning Commission report to the Council.

Councilor Cullen and Councilor Nemeth gave an overview of the Joint Building Committee for the Athletic Complex report to the Council.

B. RESOLUTIONS

1. B25040 HOT BITUMINOUS PAVING (ASPHALT) LAID IN PLACE
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Richer. City Manager Joyal gave an overview of the resolution to the Council and answered questions.

Roll Call Vote: 8-0.

2. B20073 CONSULTING SERVICES FOR THE LOWER CENTRAL AVE IMPROVEMENT PROJECT - AMENDMENT NO. 5
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Richer. City Manager Joyal gave an overview of the resolution to the Council and answered questions.

Roll Call Vote: 8-0.

3. APPROPRIATION AND AUTHORIZATION FOR CWSRF LOAN FOR INFILTRATION AND INFLOW REMOVAL – BELLAMY-KNOX MARSH RD & MOUNT VERNON ST (TO BE REFERRED TO A PUBLIC HEARING ON APRIL 9, 2025 WITH A VOTE TO OCCUR ON APRIL 23, 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 April 9, seconded by Councilor Hackett.

Vote: 8-0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

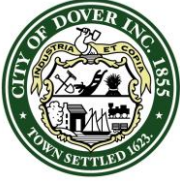
Councilor Hackett reminded the public that it is important to make your voice heard when it comes to house bills and how impactful it is at the state level.

Deputy Mayor Shanahan gave an update on HB456 and how important advocacy is.

16. ADJOURN

Councilor Retrosi moved to adjourn, seconded by Councilor Williams.

Vote: 8-0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2025.03.12 - 32**
Resolution Re: Additional Appropriation and Authorization for Bonding
for FY2026 CIP Lead Service Line Replacement Project

WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds and/or obtaining loans through the State of New Hampshire Revolving Fund programs; and

WHEREAS: By resolution passed on December 11, 2024 ([R-2024.10.23-191](#)), the City Council authorized debt financing through the Drinking Water State Revolving Fund (DWSRF) – Lead Service Line Replacement Project in the amount of \$775,000 for years 2026 & 2027. The six-year total request for FY2026-FY2031 CIP was \$3,275,000; and

WHEREAS: After speaking with the New Hampshire Department of Environmental Services about the project, the City learned that \$5,940,000 of funds were allocated to Dover and it was the recommendation to obtain authority to borrow the full allocation for the lead service line replacement project as availability of funds in the future could not be guaranteed; and

WHEREAS: The city is seeking additional appropriation and authorization for bonding in the amount of \$5,165,000 for these public improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of Five Million One Hundred and Sixty-Five Thousand dollars (\$5,165,000.00) is hereby appropriated for the DWSRF Lead Service Line Replacement capital project with an estimated useful life in excess of the life indicated.

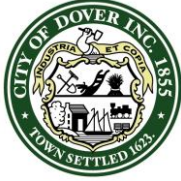
Item #	Description	Proposed Appropriation	Life/Years	Department	Fund
1	Lead Service Line Replacement	\$5,165,000	20	Community Services - Water	Water
	Total	\$5,165,000			

AND FURTHER BE IT RESOLVED THAT:

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND, FURTHER BE IT RESOLVED;

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing this project. The City Manager, Finance Director, and Treasurer are authorized, on behalf of the City of

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 12.C.1.	
Resolution Number: R – 2025.03.12 - 32 Resolution Re: Additional Appropriation and Authorization for Bonding for FY2026 CIP Lead Service Line Replacement Project		

Dover, to file for participation in the NH DWSRF Program to obtain the loan for eligible identified project costs up to \$5,165,000.00.

NOTE: Per C6-6 and C6-14 this resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after public hearing.

AUTHORIZATION

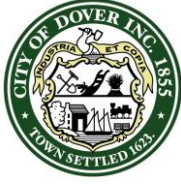
Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by: Mayor Robert Carrier By Request
Approved as to Legal Form and Compliance:	Jennifer Perez Acting City Attorney	
Recorded by:	Jerrica Vanslylyvong-Bizier City Clerk	

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 12.C.1. Resolution Number: R – 2025.03.12 - 32 Resolution Re: Additional Appropriation and Authorization for Bonding for FY2026 CIP Lead Service Line Replacement Project
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RESOLUTION BACKGROUND MATERIAL:

This resolution makes an additional appropriation and bonding authority for a FY2026 Capital Improvements Program project in the amount of Five Million One Hundred and Sixty-Five Thousand Dollars (\$5,165,000.00) for a new total amount of Five Million Nine Hundred and Forty Thousand \$5,940,000 for the Drinking Water State Revolving Fund (DWSRF) – Lead Service Line Replacement Project. The project consists of field investigation and reconstruction work to determine the material type for portions of more than 10,000 individual water service lines in the City.

Debt Authorization versus Debt Retirement

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

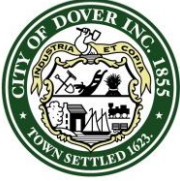
	Water
Description	Fund
Pending Authorization	5,165,000
Prior FY2026 CIP Authorization	6,675,000
FY2026 Principal Retirement	1,631,485
Net Change	10,208,515

Legal Debt Limits

The following tables summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2025 and this authorization, against the legal debt limits.

	Water
Description	Fund
Debt Outstanding	18,880,587
Authorized - Unissued	36,408,287
Total Issued & Unissued	55,288,874
This Authorization	5,165,000
Grand Total	60,453,874
Legal Debt Limit	667,289,763
Under (Over) Legal Limit	625,716,476
Percent Under (Over)	93.76%

Notes: Legal debt limit for the City’s Water Fund is based on 10% of equalized assessed value.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2025.03.12 - 32**
Resolution Re: Additional Appropriation and Authorization for Bonding
for FY2026 CIP Lead Service Line Replacement Project

Financial Policy Considerations

The proposed debt authorizations contained in this resolution will result in the following City Council adopted Financial Policies not being adhered to:

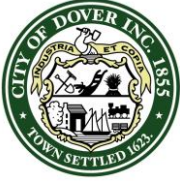
- A. Water Fund debt service for any given fiscal year shall not exceed 40% of the total appropriations for the fund.

Water Fund debt service as a percentage of budget is projected to exceed the 40% policy level in FY2026 and continue through FY2031 as a result of the funding appropriated in this resolution, the prior FY2026 Water Fund CIP authorizations for bonding, and the debt financing for New Water Storage Tank in the FY2023 CIP, Water System Facilities Upgrade in the FY2017 and FY2018 CIP, and Water Main Replacement projects approved in the past three years' CIPs.

Budgetary and Rate Impacts

The repayment of the Water Fund debt obligations is funded through the collection of user fees from water system rate payers. The \$5,165,000 debt obligation is expected to be paid back over a 20-year period. Principal repayments would be \$258,250 per year. The annual impact to the City's Water Fund budget is based upon annual principal and interest repayment. The interest that would accrue on outstanding principal balances over the 20-year period, based on an interest rate of 3.84%, is estimated to be a total of \$2,082,528 impact and approximately \$104,126 annual impact for the term of the bond. Total estimated debt service cost for this appropriation for the term of the bond is \$362,376 (\$258,250 + \$104,126).

Pending Authorization Only				
Net Change in Water Rates				
		2026	2027	2028
Water Rate Change		0.47	0.46	0.45
Est Water Rate		8.43	8.89	9.34
% Change Water		5.90%	5.46%	5.34%
Including Prior Year Authorizations				
Net Change in Utility Rates				
		2026	2027	2028
Water Rate Change		2.52	1.78	1.37
Est Water Rate		10.48	12.26	13.63
% Change Water		31.66%	16.98%	14.07%
Rate per 100 Cubic Feet of Water Consumption				



CITY OF DOVER

CITY OF DOVER - RESOLUTION

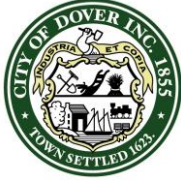
Agenda Item#: 12.C.1.

Resolution Number: **R – 2025.03.12 - 32**

Resolution Re: Additional Appropriation and Authorization for Bonding
for FY2026 CIP Lead Service Line Replacement Project

The table below reflects the net change from year to year, and the total change after 3 years, for an average single-family home for user fees based on 75 HCF of average water usage.

Impact to Average Single Family Home				
				Change
				After
Description	Yr1	Yr2	Yr3	3 Years
CIP Only				
Water Fees	35	35	34	104
Including PY Authorizations				
Water Fees	189	134	103	425



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2025.04.09 - 44**

Resolution Re: Authorization to Purchase Seven (7) Ballot Counting
Devices from Voting Works

WHEREAS: The current City used ballot counting devices, AccuVote, are at end of life and parts are no longer available for repairs; and,

WHEREAS: On September 15, 2023, the Ballot Law Commission approved two voting systems, including VotingWorks, as electronic ballot counting device, to replace legacy AccuVote machines, effective March 1, 2024; and,

WHEREAS: Per 5-29 A: Exemptions to Formal 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; 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 Voting Works Inc., of San Francisco, CA in an amount not to exceed \$31,500.00. 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 to not exceed available funding.

Financing

Account	Description	FY25 Appropriation	Balance
1000.1.150.41525.4741	Elections - Machinery & Equip	49,000.00	49,000.00

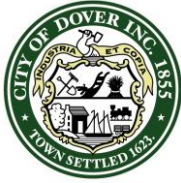
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal Jennifer Perez
Form and Compliance: Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2025.04.09 - 44**

Resolution Re: Authorization to Purchase Seven (7) Ballot Counting
Devices from Voting Works

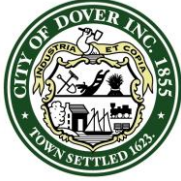
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2025.04.09 - 44**

Resolution Re: Authorization to Purchase Seven (7) Ballot Counting
Devices from Voting Works

RESOLUTION BACKGROUND MATERIAL:

On September 15, 2023, the NH Ballot Law Commission conditionally approved the VotingWorks and Dominion Voting Systems electronic ballot counting devices to replace the legacy AccuVote machines, effective March 1, 2024.

To assist cities and towns with the replacement of existing AccuVote machines, the Secretary of State's Office announced a one-time program, available through June 30, 2026, to help municipalities purchase either new electronic ballot counting devices or electronic poll (e-poll) books.

This program is funded by federal Help America Vote Act (HAVA) that the state has received. Municipalities will receive \$3,500 per ballot counting device to replace any AccuVote machines currently in use for state and federal elections. HAVA funds may be used to help improve the election process.

There are two state-approved vendors for ballot counting devices: VotingWorks and Dominion Voting System. Voting Works demonstrated their machines in February 2024 at Dover City Hall, while LHS, a distributor for Dominion Voting Systems, held a demo in Bow in February 2025, to which Dover City Clerk attended. Voting Works received state approval in September 2023, effective March 2024, allowing several communities to use their machines during the 2024 election season. In contrast, LHS, Inc. did not receive approval until January 2025.

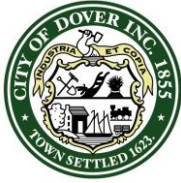
During the September 2024 State Primary and the November 2024 General Election, the towns of Rochester, Londonderry, Loudon, and Northwood successfully used VotingWorks machines. To ensure accuracy and reliability, the state conducted random ballot counting device audits following both elections. The audits confirmed that the VotingWorks machines performed within expected accuracy ranges, reinforcing confidence in their use.

Award Information:

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

Purchasing Information:

Type:	Purchase Order	Advertised:	N/A
Invitations Mailed:	N/A	Number of Responses:	3
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	As contracted	Estimated Delivery:	As Needed
Recommended Award to:	Voting Works	Fund:	
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2025.04.09 - 45**

Resolution Re: Authorization to Purchase from MHEC (Massachusetts Higher Education Consortium)

WHEREAS: The City of Dover has been purchasing various items, i.e. office supplies, janitorial items, books, DVD's, computer supplies, recreational items, etc. through our Amazon Business account as a cost-effective means of procuring items needed in the day to day operations.

WHEREAS: Massachusetts Higher Education Consortium (MHEC). MHEC is a 2700 plus membership with 50 plus master contracts, that were publicly bid, covering many goods and services designed to maximize savings and efficiencies.

WHEREAS: Amazon is one such contract and is a member of MHEC. The City seeks to utilize this contract and based on past purchases city wide, estimated amounts are expected to exceed the \$25,000.00 threshold, thereby requiring City Council approval; and

WHEREAS: Per 5-29 A: Exemptions to Formal 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; 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(s) as needed to Amazon for various supplies needed in the day to day operation of the City. 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 to not exceed available funding.

Financing			
Account	Description	FY25 Appropriation	Balance
	Various		

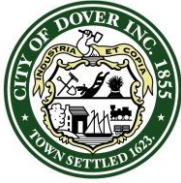
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2025.04.09 - 45**
Resolution Re: Authorization to Purchase from MHEC (Massachusetts
Higher Education Consortium)

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

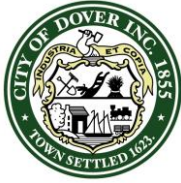
RESOLUTION BACKGROUND MATERIAL:

The City of Dover has been purchasing various items, i.e. office supplies, janitorial items, books, DVD's, computer supplies, recreational items, etc. through our Amazon Business account as a cost-effective means of procuring items needed in the day to day operations. Over the years, the annual value of purchases with Amazon have increased and have meet the purchasing criteria of seeking council approval.

The City met with representatives from Amazon and was presented with a cooperative program option that will allow for the city to receive additional discount/benefits.

MHEC (Massachusetts Higher Education Consortium) is a 2700 plus membership with 50 plus master contracts covering many goods and services that the city routinely requires. Amazon is a contract holder through MHEC. Amazon estimated the city, as a MHEC member, would have saved 5.3% or \$4909.00 last year in supplies.

Currently there is an annual fee for our business account with Amazon in the amount of \$499.00 with limited user access of nine purchasers. By becoming a MHEC member, Amazon will waive that annual fee and also allow up to 100 users per account. There is a built-in automatic discount of up to 25% on office and school supplies. Pricing is locked in for 6 months but price reduction will still apply if price reduces. There is no fee to becoming a MHEC member.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2025.04.09 - 45**

Resolution Re: Authorization to Purchase from MHEC (Massachusetts
Higher Education Consortium)

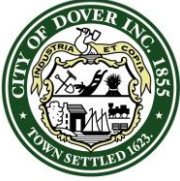
Review of MHEC bidding process and procedure was complete and was found to be in compliant with the City of Dover standards.

Award Information:

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

Purchasing Information:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2025.04.09 - 46**
Resolution Re: Rubb Building Systems-Full Fabric Replacement of Salt
Shed Building Covering

WHEREAS: During a high wind storm on March 7, 2025 the fabric covering of the salt shed which was installed in 2001 and located at Mast Road was ripped and torn off the metal framing system thereby exposing salt, sand and electrical materials: and

WHEREAS: The manufacturer of the building, Rubb Building Systems of Sanford Maine came out on the Saturday following the storm, to assist in securing the remaining cover as best as possible to lessen additional damage. City staff requested costs of full replacement of damaged area and/or partial replacement of the fabric that is missing. An insurance claim was forwarded to Primex and \$47,400.00 will be covering a portion of the cost. Due to the age of the remaining fabric and its inability to achieve a strong and reliable weld to any new fabric, it is the recommendation to replace the complete covering; and

WHEREAS: The City has issued a purchase order to Rubb Building Systems in the amount of \$127,300.00 for full replacement of the fabric covering the existing metal structure. The city has utilized this vendor for this Rubb building as well as one other Rubb Building within the city with great success; and

WHEREAS: Per Purchasing Code 5-26B The City Manager shall report emergency purchases to the City Council at its next regular meeting; and

WHEREAS: Per Purchasing Code 5-29C Exemptions from Formal Bidding: Sole Source purchases where the proposed purchase is manufactured or provided by only one entity, and/or the City has already committed to a certain product, manufacturer, or service provider; 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 Rubb Building Systems of Sanford Maine in the amount of \$127,300. The City Manager, or designee, is hereby authorized to contract with the vendor consistent with the Purchase Order authorized herein.

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

Financing

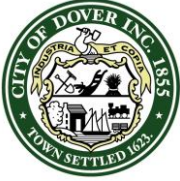
Account	Description	Appropriation	Balance
1000.1.190.41990.4529.000000.00	Misc General Government Insurance	47,400.00	47,400.00
1000.1.300.43125.4720.000000.00	Snow Removal-Buildings	79,900.00	79,900.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R - 2025.04.09 - 46**
Resolution Re: Rubb Building Systems-Full Fabric Replacement of Salt
Shed Building Covering

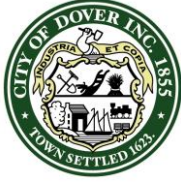
Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.3. Resolution Number: R - 2025.04.09 - 46 Resolution Re: Rubb Building Systems-Full Fabric Replacement of Salt Shed Building Covering
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RESOLUTION BACKGROUND MATERIAL:

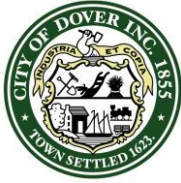
The City has a 10,000-square foot storage shed to protect and enclose its winter road salt from exposure to rain and the elements. The salt shed is located within the Pudding Hill drinking water aquifer, so it is imperative to limit any potential rainwater runoff, and to also protect the integrity and quality of the road salt. In prior winters, it would not be uncommon to use as much as 4,000 tons of road salt, all of which would have been temporarily stored in the salt shed for local use within the City.

Rubb Building Systems is a company that specializes in the design, manufacture, and installation of frame-supported membrane structures. It affords a high-quality, but low-cost option for weather-proof enclosures. The City’s current structure has galvanized piping frame, with canvas overlay – essentially a large “tent”. With the current situation, while the steel framing remains structurally intact and reliable, the fabric is approaching 25 years old, and has extended weather and UV exposure. The recommendation is to proceed with a full fabric replacement, which will include an updated style of material. Rubb has advised that while a repair may seem like a practical solution, after evaluating the existing they strongly recommend a full fabric recover rather than replacing only the damaged sections.

Key Manufacturer Considerations for a Full Recover vs. Partial Repair

1. Fabric Weldability & Longevity – The existing fabric has aged significantly, accumulating dirt and losing plasticizers over time. This will make it difficult to achieve a strong, reliable weld when attempting to bond new sheets to the existing material, increasing the risk of future seam failures.
2. Aesthetic & Structural Uniformity – Replacing only a few sheets would result in a highly visible aesthetic mismatch, with new, clean fabric intermixed with older, weathered material. This not only affects the visual appeal but may also create uneven tension points across the structure.
3. Superior Performance of New Material – Modern architectural fabrics offer significant advancements over the original fabric, including:
 - o Higher tensile and tear strength for improved durability.
 - o Better UV and abrasion resistance for extended lifespan.
 - o Enhanced dimensional stability to reduce long-term stretching and deformation.
4. Comprehensive Warranty Coverage – A full recover would allow Rubb to fully warranty the new fabric installation, offering:
 - o 1-year full warranty on materials and workmanship.
 - o Additional 5-year pro-rated warranty for long-term peace of mind.

In contrast, a partial repair would not be covered under warranty, as it does not ensure the long-term integrity of the structure.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2025.04.09 - 47**
Resolution Re: B25031 Pavement Markings

WHEREAS: A sealed Request for Proposal #B25031 was issued and received for Pavement Markings on March 19, 2025 at 2:00 p.m. Submitted rates will hold for one year beginning April 15, 2025 and may be negotiated for two optional additional one-year extensions with increases, if any, not to exceed the Consumer Price Index (Boston).

WHEREAS: One bid response was received and reviewed for necessary professional qualifications, experience, understanding of project scope, possession of a satisfactory record of performance, as well as cost. The bid meeting the selection criteria was submitted by K5 Corporation of Rockland, MA, a vendor that the City has worked with previously; and

WHEREAS: It is the recommendation to accept the proposal submitted by K5 Corporation of Rockland, MA in the total bid amount of \$84,012.00.

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

The Purchasing Agent is hereby authorized to issue a purchase order to K5 Corporation of Rockland, MA for Pavement Markings at rates and scope of services provided in conjunction with bid #B25031 in the total amount not to exceed \$84,012.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43121.4432.00000.00	Streets-Maint Chrgs-Improv o/t Buildings	309,300.00	245,340.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

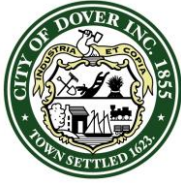
Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

Document Created by: Purchasing
Document Posted on: April 4, 2025

R-2025.04.09 B25031 Pavement Markings
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

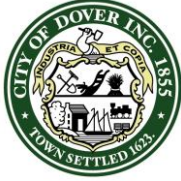
Resolution Number: **R – 2025.04.09 - 47**
Resolution Re: B25031 Pavement Markings

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2025.04.09 - 47**
Resolution Re: B25031 Pavement Markings

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, NH requested bids for pavement line painting throughout the City. This project involves installation of reflectorized paint pavement markings at various locations throughout the City. The type of markings required under this contract will include work which normally cannot be placed by use of a truck mounted system. The work shall consist of short lines for traffic delineation and parking stalls, and various symbols, words, arrows or other logos as required. Initial application shall include all markings described in the contract specifications with a targeted completion date of June 30, 2025 and a final contract completion date of December 31, 2025.

While there were numerous invitations issued, including a targeted effort to reach out to other vendors, only K5 Corporation submitted a proposal to this recent solicitation. Purchasing Agent reached to identify why no other submittals with response of too much Epoxy work so declined to bid. To note, there was only one submittal to this solicitation previously bid in 2022.

K5 Corporation has been the City's service provider the previous three years and the City has been satisfied with their work.

Bid Information:

A sealed Request for Proposal #B25031 was issued and received for Pavement Markings on March 19, 2025 at 2:00 p.m.

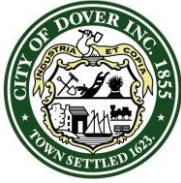
Award Information:

A purchase order will be issued to K5 Corporation to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	127	Number of Responses:	1
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	12/31/2025 (final contract completion date)
Recommended Award to:	K5 Corporation	Fund:	Operating - Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B25031 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2025.04.09 - 48**

Resolution Re: B25032 ReflectORIZED Pavement Lines

WHEREAS: A sealed Request for Proposal #B25032 was issued and received for ReflectORIZED Pavement Lines on March 19, 2025 at 2:30 p.m. The City of Dover requested pricing for 1,000,000 linear feet (LF) of 4" wide pavement lines; and,

WHEREAS: Three bids were received which were reviewed for necessary experience, technical and professional qualifications, as well as cost with the low bid being submitted by Pro Finish Lines of Plymouth, MA in the total amount of \$75,000.00.

WHEREAS: Submitted rates will hold for one year beginning April 15, 2025 and may be negotiated for two optional additional one-year extensions with increases, if any, not to exceed Consumer Price Index (Boston); and,

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

The Purchasing Agent is hereby authorized to issue purchase orders to Pro Finish Lines of Plymouth, MA for ReflectORIZED Pavement Lines at rates provided in conjunction with bid #B25032. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43121.4432.	Streets-Maint Chrgs-Improv o/t Building	309,300.00	245,340.00

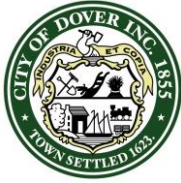
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

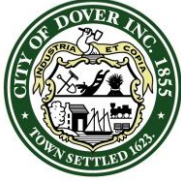
Resolution Number: **R – 2025.04.09 - 48**
Resolution Re: B25032 Reflectorized Pavement Lines

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2025.04.09 - 48**

Resolution Re: B25032 Reflectorized Pavement Lines

RESOLUTION BACKGROUND MATERIAL:

Estimated linear footage throughout the City of Dover where center line, reflectorized, pavement marking services are required is approximately 1,000,000 linear feet (LF).

The type of markings required under this contract will include work which is applied with an atomizing spray-type striping machine equipped with an automatic paint stripe controller having skip-line capability to place broken lines. The work shall consist of, but is not limited to, installation of center line and edge line markings, as well as include all single broken lines, lane lines, turn lane tapers, etc. Initial application shall include all markings described in the contract specifications with a targeted completion date of June 30, 2025 and a final contract completion date of December 31, 2025.

Bid Information:

A sealed Request for Proposal #B25032 was issued and received for Reflectorized Pavement Lines on March 19, 2025 at 2:30 p.m.

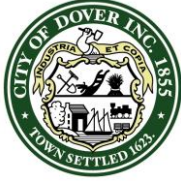
Award Information:

A purchase order will be issued to Pro Finish Lines to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	127	Number of Responses:	3
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	12/31/2025 (final contract completion date)
Recommended Award to:	Pro Finish Lines	Fund:	Operating - Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B25032 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2025.04.09 - 49**

Resolution Re: B25048 Asphalt Trench Patching Services

- WHEREAS: A sealed Request for Proposal #B25048 was requested and received for Asphalt Trench Patching Services on an as needed, or as requested, basis on March 18, 2025 at 3:00 p.m. Submitted rates will hold for one year beginning April 15, 2025 with the option to extend two (2) additional one-year terms contingent upon funding availability and satisfactory vendor performance. Rate increases, if any, for additional years will not exceed the Consumer Price Index (Boston); and
- WHEREAS: Eight (8) different types of construction-related applications were identified for which these trench patching service might be utilized in the upcoming construction season; and
- WHEREAS: The City received three (3) responses with varying rates per application along with their associated list of equipment and number of personnel on-site for each application. Responses were reviewed for necessary compliance with the bid specifications and ability to comply with proposed scope of services and timelines. The list of vendors is outlined in the background section of this resolution.

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

The Purchasing Agent is hereby authorized to issue purchase orders to each of the vendors identified in the background section of this resolution for Asphalt Trench Patching Services on an as needed, or as requested, basis at rates provided in conjunction with Bid #B25048. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

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

Financing

Account	Description	Appropriation	Balance
1000.1.300.43121.4715.00000.00	Streets - Land Improvement	1,914,715	1,004,551
xxxx.1.300.xxxxx.4432.xxxxx.xx	CS Imprv other than Buildings	650,020	142,663

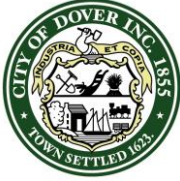
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2025.04.09 - 49**

Resolution Re: B25048 Asphalt Trench Patching Services

DOCUMENT HISTORY:

First Reading Date:

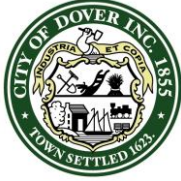
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2025.04.09 - 49**

Resolution Re: B25048 Asphalt Trench Patching Services

RESOLUTION BACKGROUND MATERIAL:

Eight (8) different types of construction-related applications were identified for which trench patching services might be utilized in the upcoming construction season. Contract pricing will be based on Time and Materials Only. Man hours paid under this agreement shall be only for production hours.

1. Per hour via hand PAVE application;
2. Per hour via Hand PREP & Hand PAVE application;
3. Per hour via Machine PREP & Hand PAVE application;
4. Per hour via Machine PREP & Machine PAVE application;
5. Per hour via Machine PAVE application;
6. Per foot Saw Cutting of trench in preparation for paving;
7. Per LF Placement of Asphalt Curb; and
8. Per hour Infrared Paving.

The bids meeting specifications were submitted with varying rates per application along with their list of equipment and number of personnel on-site for each application by four vendors as listed below.

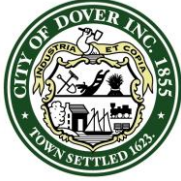
1. Enersite Utility Services and Sitework, LLC of Merrimack, NH
2. Pavement Maintenance Systems, Inc. of Swampscott, MA
3. Tri-State Sealcoating & Paving, Inc. of Dover, NH

Award Information:

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

Bid Information:

A sealed Request for Proposal #B25048 was issued and received for as needed or as requested Asphalt Trench Patching Services on March 18, 2025 at 3:00 p.m. EST.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

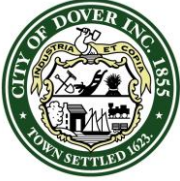
Resolution Number: **R – 2025.04.09 - 49**

Resolution Re: B25048 Asphalt Trench Patching Services

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	56	Number of Responses:	3
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	2025 construction season	Estimated Delivery:	As needed
Recommended Award to:	Various as identified in this resolution.	Fund:	Various
Other Approvals Required:	No	References Checked:	Yes
Previously Worked for City:	Yes, with the exception of Enersite	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B25048 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2025.04.09 - 50**

Resolution Re: Approval of Lease Agreement Between Court Appointed Advocates of New Hampshire, Inc., d/b/a C.A.S.A. and the City of Dover

WHEREAS: Court Appointed Special Advocates of New Hampshire, Inc., d/b/a C.A.S.A. is an existing non-profit tenant at the McConnell Center in Room 303; and

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

WHEREAS: That Court Appointed Special Advocates of New Hampshire, Inc., d/b/a C.A.S.A. and the City would like to renew the Lease between the City and Court Appointed Advocates of New Hampshire, Inc., d/b/a C.A.S.A. for an additional five (5) years.

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

The City Manager is authorized to negotiate, finalize, and sign a new five-year Lease Agreement to Court Appointed Advocates of New Hampshire, Inc., d/b/a C.A.S.A. for Room 303 in the McConnell Center on terms acceptable to both parties.

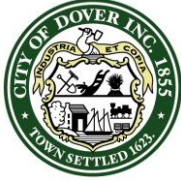
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal Form and Compliance: Jennifer R. Perez
Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

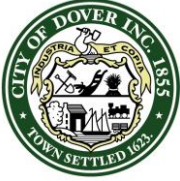
 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.7.	
Resolution Number: R - 2025.04.09 - 50 Resolution Re: Approval of Lease Agreement Between Court Appointed Advocates of New Hampshire, Inc., d/b/a C.A.S.A. and the City of Dover		

DOCUMENT HISTORY:

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

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2025.04.09 - 50**

Resolution Re: Approval of Lease Agreement Between Court Appointed Advocates of New Hampshire, Inc., d/b/a C.A.S.A. and the City of Dover

RESOLUTION BACKGROUND MATERIAL:

See current draft of the Lease Agreement between the City of Dover and Court Appointed Advocates of New Hampshire, Inc., d/b/a C.A.S.A.



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 _____, 2025, by and between **COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC., d/b/a C.A.S.A.** of P.O. Box 1327, Manchester, New Hampshire 03105, 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 839 square feet and more particularly identified as room 303 (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 July 1, 2025 and ending on June 30, 2030.

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 839 square feet and calculated using the following components:



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Component	Rate	Assessment	
		Annual	Monthly
Fixed Rent	\$ 6.50	\$5,453.50	\$ 454.46
Capital Reserve	\$ 0.40	\$ 335.60	\$ 27.97
Utilities*	\$ 8.61	\$7,223.79	\$ 601.99
Other as agreed	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total Rent Assessment	\$15.51	\$13,012.89	\$1,084.42

(*) 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.



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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 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.

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.



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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. 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-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.

COURT APPOINTED SPECIAL
ADVOCATES OF NEW HAMPSHIRE, INC.
d/b/a C.A.S.A, LESSEE

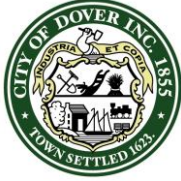
Witness
Sign and Print

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.8.	
Resolution Number: R - 2025.04.09 - 51 Resolution Re: Approval of Amendments to Energy Commission Operating Rules		

WHEREAS: On March 19, 2025, the Energy Commission held a meeting and approved a set of Operating Rules as set forth in the attachment to this resolution.

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

The City Council approves the amendments to the Energy Commission’s Operating Rules, as adopted by the Energy Commission on March 19, 2025.

AUTHORIZATION

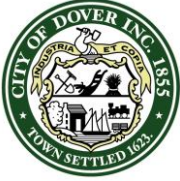
Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by: Mayor Robert Carrier By request
Approved as to Legal Form and Compliance:	Jennifer R. Perez Acting City Attorney	
Recorded by:	Jerrica Vanslyvong- Bizier City Clerk	

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.A.8.

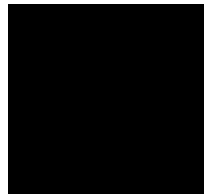
Resolution Number: **R - 2025.04.09 - 51**

Resolution Re: Approval of Amendments to Energy Commission
Operating Rules

RESOLUTION BACKGROUND MATERIAL:

See attached tracked changes (Attachment 1) showing the operational rules changes adopted by the Energy Commission on March 19, 2025. A clean copy containing these changes is included as Attachment 2.

[Dover Code Section 9-1\(F\)](#) requires that the City Council approve committee rules.



ENERGY COMMISSION OPERATING RULES

Article I. Name

The name of the board is the Energy Commission.

Article II. Authority and Duties

- A. The Energy Commission shall have the powers and duties established by state law pursuant to RSA 38-D.
- B. The Energy Commission shall advise other boards and committees pertaining to energy plans and sustainable practices such as energy conservation, energy efficiency, energy generation, and zoning practices. In addition, the committee shall assist in reviewing sustainability frameworks such as “The Natural Step” and others and advise on how the frameworks may be incorporated whenever possible into planning, policymaking, and municipal practices, and assist in creating recommendations for the City to strive to be a model EcoMunicipality.

Article III. Membership

- A. **Membership.** There shall be seven (7) members on the board and four (4) alternates. Members shall be appointed to terms of three (3) years.
- B. **Attendance, Vacancies and Removal.** All appointments to the board shall serve for the terms appointed and until a successor shall have been appointed and qualified, unless any board member has unexcused absences for four (4) consecutive meetings or four (4) regular meetings in a calendar year, whereby a vacancy shall be created in the position, and said vacancy shall be filled by the appointing authority. Appointments made to fill any vacancies shall be for full terms to begin the date of appointment by the appointing authority unless otherwise provided in state statute. Conditions for removal of any board member shall be defined by statute, ordinance or the Charter.

Deleted: two (2)

Article IV. Officers and Staffing

- A. **Officers.** The officers consist of a Chair and Vice Chair who shall be selected by the membership and who shall serve at the pleasure of the membership for one-year terms. Officers may be re-elected.
- B. **Duties of the Chair.** The Chair shall have general supervisory and directional powers over the board. The Chair shall preside at all board meetings and set the board’s agenda. The Chair shall also be an ex-officio member of all subcommittees and shall be the sole spokesperson for the board, unless this responsibility is delegated in writing.
- C. **Vice Chair.** The Vice Chair shall execute all powers of the Chair in the absence of the Chair.

Deleted: 4/24/12

Deleted: 05/09/12

Adopted 3/19/25

Approved by City Council

- D. **Staff.** The City of Dover may provide staff support to the board for meeting notification, typing, copying, and information gathering to the extent permitted by the city budget. All staff shall remain under the direction of the employer.

Article V. Procedures

- A. **Meetings.** The board shall hold regular meetings as necessary at a time and place designated by the Chair. The business of the public shall be conducted in public session unless otherwise permitted by state law. All meetings of the board and subcommittees shall be posted to comply with state law. State law requires all meetings to be posted in two (2) places with a minimum of twenty-four (24) hours notice.
- B. **Quorum.** Fifty-one percent (51%) of the voting membership of the board shall constitute a quorum.
- C. **Parliamentary Authority.** The parliamentary authority for the board is *Robert's Rules of Order Revised, 11th ed*, except as provided by these rules or local, state or federal law.
- D. **Minutes.** Minutes shall be kept for all meetings of the board. The minutes shall include the names of the members in attendance, all actions, motions and resolutions coming before the public body including the votes of the members, and a summary of all discussions. Draft minutes shall be provided to the City Clerk within five (5) business days of each meeting for posting on the city website in draft form. Draft minutes shall be clearly marked "DRAFT". Draft minutes with or without revisions shall be approved by the board at the next meeting of the board, or as soon as possible. Final approved minutes shall be provided to the City Clerk for posting on the city website.
- E. **Recording of Meetings.** The board shall arrange for video or audio recording at all meetings. All recordings shall be provided to the City Clerk within five (5) business days of the meeting.
- F. **E-mail accounts.** Board members may obtain a City of Dover e-mail address to facilitate communications regarding meetings, agendas and the dissemination of information. Board members shall refrain from using e-mail to discuss issues with other members where the e-mail discussion directly or indirectly involves a quorum of the board. In addition, board members shall refrain from conducting the official business of the board outside the view of the public and the press unless permitted by state law.
- G. **Nonpublic meetings.** The board may conduct nonpublic meetings pursuant to the laws of the State of New Hampshire. The Chair shall conduct nonpublic meetings utilizing the Checklist prepared by General Legal Counsel for nonpublic meetings.
- H. **Amendment of Rules.** These rules may be repealed or amended by a vote of the Dover City Council based upon the recommendation of the board.



ENERGY COMMISSION OPERATING RULES

Article I. Name

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- A. The Energy Commission shall have the powers and duties established by state law pursuant to RSA 38-D.
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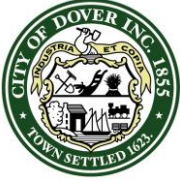
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- B. **Duties of the Chair.** The Chair shall have general supervisory and directional powers over the board. The Chair shall preside at all board meetings and set the board’s agenda. The Chair shall also be an ex-officio member of all subcommittees and shall be the sole spokesperson for the board, unless this responsibility is delegated in writing.
- C. **Vice Chair.** The Vice Chair shall execute all powers of the Chair in the absence of the Chair.

- D. **Staff.** The City of Dover may provide staff support to the board for meeting notification, typing, copying, and information gathering to the extent permitted by the city budget. All staff shall remain under the direction of the employer.

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- G. **Nonpublic meetings.** The board may conduct nonpublic meetings pursuant to the laws of the State of New Hampshire. The Chair shall conduct nonpublic meetings utilizing the Checklist prepared by General Legal Counsel for nonpublic meetings.
- H. **Amendment of Rules.** These rules may be repealed or amended by a vote of the Dover City Council based upon the recommendation of the board.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2025.04.09 - 52**
Resolution Re: Approval of City of Dover Director of Recreation
Employment Agreement

WHEREAS: Kevin Hebert (“Employee”) has been appointed as Director of Recreation of the City of Dover by the City Manager; and

WHEREAS: It is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS: It is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Director of Recreation; and

WHEREAS: It is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS: Employee agrees to accept employment as Director of Recreation of said City.

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

The City Manager is hereby authorized to enter into the attached Employment Agreement.

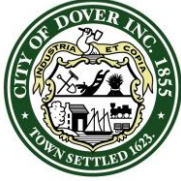
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

Approved as to Legal
Form and Compliance: Jennifer R. Perez
Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.9.	
Resolution Number: R – 2025.04.09 - 52 Resolution Re: Approval of City of Dover Director of Recreation Employment Agreement		

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:

See attached Employment Agreement. This Resolution shall ratify the attached Employment Agreement related to the employment of Kevin Hebert as Director of Recreation of the City of Dover. The Agreement outlines wages, benefits, and other conditions of employment.

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DOVER, NH
AND
KEVIN A. HEBERT**

This Agreement made and entered into this ____ day of ____, 2025 by and between the CITY OF DOVER, a municipal corporation within the County of Strafford and the State of New Hampshire (hereinafter called the “CITY”), as party of the first part and KEVIN A. HEBERT of the City of Dover, County of Strafford, and State of New Hampshire (hereinafter called “EMPLOYEE”), as party of the second part;

WITNESETH:

WHEREAS, the City desires to employ the services of the Employee as Director of Recreation of the City of Dover.

WHEREAS, it is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS, it is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Director of Recreation; and

WHEREAS, it is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS, Employee agrees to accept employment as Director of Retirement of said City.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SECTION 1 – DUTIES AND AUTHORITY

City hereby agrees to employ KEVIN A. HEBERT as Director of Recreation of said City. Employee accepts such employment and agrees to perform the functions and duties specified in the City Ordinances, and the Laws of the State of New Hampshire, and to perform such other legally permissible and proper duties, and reasonable functions as the City Manager shall from time-to-time assign.

SECTION 2 – TERM

This Agreement shall remain in full force and effect from _____, 2025 until employment is terminated by the City or Employee as provided in Section 3 of this Agreement. Solely for the purposes of benefit eligibility, Employee’s anniversary date of employment with the City shall remain August 19, 2024.

SECTION 3 – TERMINATION OF EMPLOYMENT AND SEVERANCE

- A. The City Manager, at any time, may terminate the employment of the Employee for cause after thirty (30) days written notice of the basis for the termination.
- B. In the event the Employee is terminated by the City Manager with cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave said amount to be paid to the Employee on or before the effective date of termination of employment.

- C. In the event the City in any fiscal year intentionally reduces the base salary, compensation or any other financial benefit of the Employee in a percentage greater than is applied in an across the board reduction in the same fiscal year applicable to all other employees of the City, or in the event that the City refuses, following a thirty (30) day period after receipt of written notice delivered to the City Manager, to comply with any of the financial provisions benefiting the Employee set forth herein, or if the City abolishes the position of Director of Recreation without establishment of the position under a different title with substantially similar duties and responsibilities or similar action, the Employee may, at their option, deem themselves to have been terminated without cause as of the date of such reduction or refusal to comply with the provision herein claimed to have been violated.
- D. In the event the Employee is terminated without cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave, together with a lump sum severance payment equal to one (1) month aggregate salary for each year of completed service as Director of Recreation, not to exceed six (6) months total, said amount to be paid to the Employee on or before the effective date of termination of employment.
- E. In the event the Employee voluntarily resigns their position with the City, the Employee shall give the City thirty (30) days written notice in advance, unless the parties agree otherwise. Such notice of resignation shall be directed to the City Manager. If the Employee voluntarily resigns, they shall not be entitled to salary after the date of resignation or to the severance benefits specified in this Section except they shall be paid for all unused, accrued vacation leave not to exceed thirty (30) days.

SECTION 4 – SALARY

- A. The City agrees to pay the Employee for services rendered under this Agreement, an annual base salary of \$99,750 , subject to applicable withholdings and deductions, payable in installments at the same time as other employees in the City are paid.
- B. Effective the first full pay period following Employee’s anniversary date and each year thereafter, the City agrees the Employee shall be awarded a merit increase following completion of an evaluation of their performance as specified by Section 5 of this Agreement. Such increase is only to be applied to the Employee’s base salary up to the maximum amount specified in the Class and Pay Plans attached to the City’s Merit Plan after which such increase may be paid as a single lump sum merit bonus. The amount of the merit increase shall be determined by the City Manager at their sole discretion, but shall not be more than 5% per annum subject to a satisfactory performance review.

SECTION 5 – PERFORMANCE EVALUATION

- A. The City Manager shall review and evaluate the Employee’s performance as Director of Recreation at least once every year, provided, at a minimum, one performance evaluation occurs within forty-five (45) days of the Employee’s anniversary date each year. Said review and evaluation shall be based on the goals and objectives developed by the City Manager and the Employee in accordance with paragraph B of this Section. Upon completing the evaluation, the City Manager shall provide the Employee with a written copy of the City Manager’s remarks. There shall be an adequate opportunity for the Employee to discuss the evaluation with the City Manager.
- B. Annually during the month of July, or such other month as may be mutually agreed upon, the City Manager and the Employee shall define goals and objectives which they determine necessary for the proper operation of the City and the attainment of the City Manager’s policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the City and the events that have occurred during the year.

SECTION 6 – HOURS OF WORK

- A. The Employee will devote full time and attention to the business of the City and will not engage in any other business during office hours, except with the approval of the City Manager.
- B. It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the City, and to that end the Employee will be allowed to have flexibility in scheduling time.

SECTION 7 – PAID LEAVE AND HOLIDAYS

- A. The Employee shall accrue twenty (20) days paid vacation leave per year which shall be awarded annually on the Employee's anniversary date. To limit excessive accruals, up to thirty (30) days of accrued unused vacation leave may be carried over from year to year. Employee may opt to be paid for any portion of accrued and unused vacation leave not used during the year.
- B. The Employee will be eligible for ten (10) sick days per fiscal year prorated in the first year from the Employee's anniversary date to the end of the fiscal year. Sick days are only available to be utilized in the fiscal year awarded and shall not accrue or otherwise accumulate from year to year.
- C. The Employee shall be responsible for accurately recording leave usage which shall be verified and approved by the City Manager.
- D. The Employee is entitled to time off for the holidays currently recognized by the City on the day they are observed.
- E. All previously accrued and unused leave as of the effective date of this Agreement shall remain available for use by the Employee or to be paid subject to the accrual and use limitations specified above.

SECTION 8 – INSURANCE BENEFITS

Insurance benefits, including health, dental, life and disability insurances provided to City employees as part of the City's Flexible Benefits Program will be made available to the Employee and paid by the City excepting the Employee shall pay twenty percent (20%) and the City will pay eighty percent (80%) of the applicable premiums for the Employee's chosen health insurance plan and, further, the City shall pay an amount up to and not exceeding the cost for two (2) person base dental coverage with Employee paying the difference for any higher cost plan and/or coverage levels. The Employee health contribution may be subject to change as applicable to other City Employees. The employee shall receive a buy back for health and/or dental insurance coverages as applicable to other City Employees provided Employee presents evidence of satisfactory coverage from another source acceptable to the City.

SECTION 9 – RETIREMENT BENEFITS

- A. The Employee shall be allowed to participate in the NH Retirement System per the requirements established by State of New Hampshire Retirement System.
- B. The Employee may enroll in the City's 457 Deferred Compensation Plan and will remain eligible to receive a matching City contribution as applicable to other City employees.

SECTION 10 – CITY BUSINESS RELATED EXPENSES

- A. The Employee shall be reimbursed for all reasonable business-related expenses incurred in the performance of their duties.

SECTION 11 – PROFESSIONAL DEVELOPMENT

- A. The City shall pay for the Employee's individual membership dues and assessments for a related state/regional professional association and a related national professional association as mutually agreed and approved by the City Manager.
- B. The City agrees to purchase subscriptions, books, training materials, course tuition and other professional association memberships for the Employee dependent upon budget availability.
- B. The City agrees to pay the expenses associated with the Employee's attendance at the annual conference of either a related state/regional association or a related national professional association or, subject to prior approval, both annual conferences.

SECTION 12 – INDEMNIFICATION/THIRD PARTY CLAIMS

- A. The City agrees to indemnify and hold harmless the Employee from any and all losses, including Employee's reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, or suit, or judgment arising out of any act or omission of the Employee if at the time of the act or omission, the Employee was acting within the scope of their employment and without malice or bad faith.
- B. The City agrees to provide liability coverage for the Employee against third party claims through the City's public employee insurance coverage.

SECTION 13 – BONDING

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 14 – OTHER TERMS AND CONDITIONS

The City Manager may fix such other reasonable terms and conditions of employment, as they may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Merit Plan, the City Charter, or any other Federal or State law.

SECTION 15 – SEVERABILITY

If any provisions, or provision thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

SECTION 16 – MERGER

The text of this written Agreement and any amendments approved and executed by the City Manager and the Employee constitute the entire understanding between the parties with respect to the employment of KEVIN A. HEBERT as the Director of Recreation of the City of Dover.

SECTION 17 – NOTICES

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: THE CITY MANAGER
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Employee: KEVIN A. HEBERT, Director of Recreation
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18 – GENERAL PROVISIONS

- A. This Agreement shall be binding upon the City and Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.
- B. This Agreement shall become effective upon execution.

IN WITNESS WHEREOF, the City of Dover has caused this Agreement to be signed and executed in its behalf by the City Manager, and the Employee has signed and executed this Agreement, all in duplicate, as of the day and year first above written.

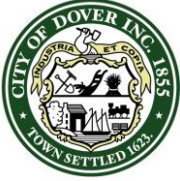
Dated: _____

CITY OF DOVER, NEW HAMPSHIRE

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

EMPLOYEE

By: _____
KEVIN A. HEBERT



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2025.04.09 - 53**
Resolution Re: Approval of City of Dover Employment Agreement
Regarding Executive Assistant to City Manager

- WHEREAS: Colleen Bessette (“Employee”) has been appointed as Executive Assistant to City Manager of the City of Dover by the City Manager; and
- WHEREAS: It is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and
- WHEREAS: It is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Executive Assistant to City Manager; and
- WHEREAS: It is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and
- WHEREAS: Employee agrees to accept employment as Executive Assistant to City Manager of said City.

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

The City Manager is hereby authorized to enter into the attached Employment Agreement.

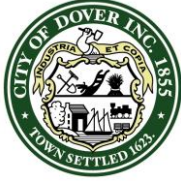
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

Approved as to Legal
Form and Compliance: Jennifer R. Perez
Acting City Attorney

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.10.	
Resolution Number: R – 2025.04.09 - 53 Resolution Re: Approval of City of Dover Employment Agreement Regarding Executive Assistant to City Manager		

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:

See attached Employment Agreement. This Resolution shall ratify the attached Employment Agreement related to the employment of Colleen Bessette as Executive Assistant to City Manager of the City of Dover. The Agreement outlines wages, benefits, and other conditions of employment.

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DOVER, NH
AND
COLLEEN E. BESSETTE**

This Agreement made and entered into this ____ day of ____, 2025 by and between the CITY OF DOVER, a municipal corporation within the County of Strafford and the State of New Hampshire (hereinafter called the “CITY”), as party of the first part and COLLEEN E. BESSETTE, of the City of Dover, County of Strafford, and State of New Hampshire (hereinafter called “EMPLOYEE”), as party of the second part;

WITNESETH:

WHEREAS, the City desires to employ the services of the Employee as Executive Assistant to City Manager of the City of Dover.

WHEREAS, it is the desire of the City Manager, in accordance with the Dover City Charter and the Laws of the State of New Hampshire, to establish compensation, benefits, and other working conditions for the employment of the Employee; and

WHEREAS, it is the desire of the City Manager to ensure the commitment and full productivity of the Employee in providing service to the City as Executive Assistant to City Manager; and

WHEREAS, it is the desire of the City Manager to provide inducement for the Employee to remain in service to the City while also ensuring a just means for the termination of employment at such time as may be required; and

WHEREAS, Employee agrees to accept employment as Executive Assistant to City Manager of said City.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SECTION 1 – DUTIES AND AUTHORITY

City hereby agrees to employ COLLEEN E. BESSETTE as Executive Assistant to City Manager of said City. Employee accepts such employment and agrees to perform the functions and duties specified in the City Ordinances, and the Laws of the State of New Hampshire, and to perform such other legally permissible and proper duties, and reasonable functions as the City Manager shall from time-to-time assign.

SECTION 2 – TERM

This Agreement shall remain in full force and effect from _____, 2025 until employment is terminated by the City or Employee as provided in Section 3 of this Agreement. Solely for the purposes of merit review and benefit eligibility, Employee’s anniversary date of employment with the City shall remain September 28, 1998.

SECTION 3 – TERMINATION OF EMPLOYMENT AND SEVERANCE

- A. The City Manager, at any time, may terminate the employment of the Employee for cause after thirty (30) days written notice of the basis for the termination.
- B. In the event the Employee is terminated by the City Manager with cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave said amount to be paid to the Employee on or before the effective date of termination of their employment.

- C. In the event the City in any fiscal year intentionally reduces the base salary, compensation or any other financial benefit of the Employee in a percentage greater than is applied in an across the board reduction in the same fiscal year applicable to all other employees of the City, or in the event that the City refuses, following a thirty (30) day period after receipt of written notice delivered to the City Manager, to comply with any of the financial provisions benefiting the Employee set forth herein, or if the City abolishes the position of Executive Assistant to City Manager without establishment of the position under a different title with substantially similar duties and responsibilities or similar action, the Employee may, at their option, deem themselves to have been terminated without cause as of the date of such reduction or refusal to comply with the provision herein claimed to have been violated.
- D. In the event the Employee is terminated without cause, the City agrees that it shall pay to the Employee all unused, accrued vacation leave, together with a lump sum severance payment equal to six (6) months total, said amount to be paid to the Employee on or before the effective date of termination of their employment.
- E. In the event the Employee voluntarily resigns their position with the City, the Employee shall give the City thirty (30) days written notice in advance, unless the parties agree otherwise. Such notice of resignation shall be directed to the City Manager. If the Employee voluntarily resigns, they shall not be entitled to salary after the date of resignation or to the severance benefits specified in this Section except they shall be paid for all unused, accrued vacation leave not to exceed thirty (30) days.

SECTION 4 – SALARY

- A. The City agrees to pay the Employee for services rendered under this Agreement, an annual base salary of \$88,587.20, subject to applicable withholdings and deductions, payable in installments at the same time as other employees in the City are paid.
- B. Effective the first full pay period following Employee's anniversary date and each year thereafter, the City agrees the Employee shall be awarded a merit increase following completion of an evaluation of their performance as specified by Section 5 of this Agreement. Such increase is only to be applied to the Employee's base salary up to the maximum amount specified in the Class and Pay Plans attached to the City's Merit Plan after which such increase may be paid as a single lump sum merit bonus. The amount of the merit increase shall be determined by the City Manager at his sole discretion, but shall not be more than 5% per annum subject to a satisfactory performance review.

SECTION 5 – PERFORMANCE EVALUATION

- A. The City Manager shall review and evaluate the Employee's performance as Executive Assistant to City Manager at least once every year, provided, at a minimum, one performance evaluation occurs within forty-five (45) days of the Employee's anniversary date each year. Said review and evaluation shall be based on the goals and objectives developed by the City Manager and the Employee in accordance with paragraph B of this Section. Upon completing the evaluation, the City Manager shall provide the Employee with a written copy of the City Manager's remarks. There shall be an adequate opportunity for the Employee to discuss the evaluation with the City Manager.
- B. Annually during the month of July, or such other month as may be mutually agreed upon, the City Manager and the Employee shall define goals and objectives which they determine necessary for the proper operation of the City and the attainment of the City Manager's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the City and the events that have occurred during the year.

SECTION 6 – HOURS OF WORK

- A. The Employee will devote full time and attention to the business of the City and will not engage in any other business during office hours, except with the approval of the City Manager.

- B. It is recognized that the Employee may be requested occasionally to work other than normal office hours in order to fulfill the business needs of the City, and to that end the Employee may be allowed to have flexibility in scheduling their time.

SECTION 7 – PAID LEAVE AND HOLIDAYS

- A. The Employee shall accrue twenty-eight (28) days paid vacation leave per year which shall be awarded annually on the Employee's anniversary date. To limit excessive accruals, up to thirty (30) days of accrued unused vacation leave may be carried over from year to year. Employee may opt to be paid for any portion of accrued and unused vacation leave not used during the year.
- B. The Employee will be eligible for ten (10) sick days per fiscal year prorated in the first year from the Employee's anniversary date to the end of the fiscal year. Sick days are only available to be utilized in the fiscal year awarded and shall not accrue or otherwise accumulate from year to year.
- C. The Employee shall be responsible for accurately recording leave usage which shall be verified and approved by the City Manager.
- D. The Employee is entitled to time off for the holidays currently recognized by the City on the day they are observed.
- E. All previously accrued and unused leave as of the effective date of this Agreement shall remain available for use by the Employee or to be paid subject to the accrual and use limitations specified above.

SECTION 8 – INSURANCE BENEFITS

Insurance benefits, including health, dental, life and disability insurances provided to City employees as part of its Flexible Benefits Program will be made available to the Employee and paid by the City excepting the Employee shall pay twenty percent (20%) and the City will pay eighty percent (80%) of the applicable premiums for the Employee's chosen health insurance plan and eligible coverage and, further, the City shall pay an amount up to and not exceeding the cost for two (2) person base dental coverage with Employee paying the difference for any higher cost plan and/or coverage levels. The Employee health contribution may be subject to change as applicable to other City Employees. The employee shall receive a buy back for health and/or dental insurance coverages as applicable to other City Employees provided Employee presents evidence of satisfactory coverage from another source acceptable to the City.

SECTION 9 – RETIREMENT BENEFITS

- A. The Employee shall be allowed to participate in the NH Retirement System per the requirements established by State of New Hampshire Retirement System.
- B. The Employee may enroll in the City's 457 Deferred Compensation Plan.
- C. The Employee shall be eligible for the group retiree health benefit they were afforded in prior positions with the City. Upon their retirement with at least twenty (20) years employment with the City, the City shall provide at no cost to the Employee, the group health insurance benefit plan available to City employees. In the event no group health insurance is available to City employees, the City's sole obligation is to tender to the Employee an amount equal to the premium paid by the City when coverage was available.

SECTION 10 – CITY BUSINESS RELATED EXPENSES

- A. The Employee shall be reimbursed for all reasonable business-related expenses incurred in the performance of their duties.

SECTION 11 – PROFESSIONAL DEVELOPMENT

- A. The City shall pay for the Employee's individual membership dues and assessments for a related state/regional professional association and/or a related national professional association as mutually agreed and approved by the City Manager.
- B. The City agrees to purchase subscriptions, books, training materials, course tuition and other professional association memberships for the Employee dependent upon budget availability.
- B. The City agrees to pay the expenses associated with the Employee's attendance at the annual conference of a related state/regional association or a related national professional association, subject to prior approval by the City Manager.

SECTION 12 – INDEMNIFICATION/THIRD PARTY CLAIMS

- A. The City agrees to indemnify and hold harmless the Employee from any and all losses, including Employee's reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, or suit, or judgment arising out of any act or omission of the Employee if at the time of the act or omission, the Employee was acting within the scope of his employment and without malice or bad faith.
- B. The City agrees to provide liability coverage for the Employee against third party claims through the City's public employee insurance coverage.

SECTION 13 – BONDING

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 14 – OTHER TERMS AND CONDITIONS

The City Manager may fix such other reasonable terms and conditions of employment, as he may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Merit Plan, the City Charter, or any other Federal or State law.

SECTION 15 – SEVERABILITY

If any provisions, or provision thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

SECTION 16 – MERGER

The text of this written Agreement and any amendments approved and executed by the City Manager and the Employee constitute the entire understanding between the parties with respect to the employment of COLLEEN E. BESSETTE as the Executive Assistant to City Manager of the City of Dover.

SECTION 17– NOTICES

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: THE CITY MANAGER
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Employee: COLLEEN E. BESSETTE, EXECUTIVE ASSISTANT TO CITY MANAGER
City of Dover, NH
288 Central Avenue
Dover, NH 03820

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 19 – GENERAL PROVISIONS

- A. This Agreement shall be binding upon the City and Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.
- B. This Agreement shall become effective upon execution.

IN WITNESS WHEREOF, the City of Dover has caused this Agreement to be signed and executed in its behalf by the City Manager, and the Employee has signed and executed this Agreement, all in duplicate, as of the day and year first above written.

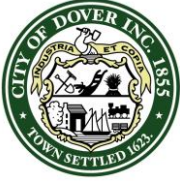
Dated: _____

CITY OF DOVER, NEW HAMPSHIRE

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

EMPLOYEE

By: _____
COLLEEN E. BESSETTE



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2025.04.09 - 54**
Resolution Re: B25081 Garrison Reservoir to Oak Street and Broadway
Water Transmission Main

WHEREAS: A sealed Request for Proposal, Bid #B25018, was issued and received for Garrison Reservoir to Oak Street and Broadway Water Transmission on March 18, 2025 at 2:00 PM. A mandatory pre-bid meeting was conducted on March 4, 2025, with 6 firms attending, and;

WHEREAS: The scope of work includes replacing a critical 12-inch water main that leads from the 4-million-gallon Garrison Hill Water Storage Tank and runs cross-country down to Oak Street, then turns and heads southerly down Broadway. The existing main is 1929 vintage and has experienced recent water main breaks causing service disruptions, and;

WHEREAS: The City received four (4) submittals which were reviewed for necessary experience, technical and professional qualifications, as well as cost., and the proposal deemed most advantageous to the City was submitted by S.U.R. Construction of Rochester, NH in the amount of \$1,357,625.00, which includes a contingency of \$100,000, 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 S.U.R Construction, for rates and scope of work in conjunction with B25018, not to exceed \$1,457,625.00. 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
5300.1.300.43320.4757.03550.17.000.000.700	Garrison Hill Water Storage Tank	3,050,603.00	2,881,250.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

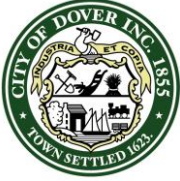
Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

Document Created by: Purchasing
Document Posted on: April 4, 2025

R-2025.04.09 B25018 Garrison Reservoir to Oak Street
and Broadway Water Transmission Main
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2025.04.09 - 54**
Resolution Re: B25081 Garrison Reservoir to Oak Street and Broadway
Water Transmission Main

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

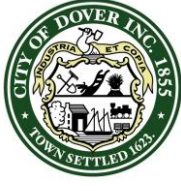
This project rose to a high-priority based on recurrence of 4 separate water main breaks over the last 5 years on what is an existing 12-inch diameter water main installed in 1929. The existing main is a critical supply line, as it ties the water distribution system directly to the 4-million-gallon water storage tank located atop Garrison Hill. The existing pipe material is cast-iron and when breaks have occurred they have been significant, as sections of the pipe have essentially burst. The resulting loss of water has been as much as one million gallons within just a few hours.

The project will include installation of approximately 3,000 linear feet of new water main. A 16-inch main will lead from the storage tank down to Oak Street, near the intersection with Highland Ave, and will extend out to Broadway, then turn down (southerly) on Broadway down to the intersection of Florence Street.

The recommended award to SUR Construction is for the full contract amount of \$1,457,625.00

Bid Information:

A sealed Request for Proposal #B25018 was issued on March 18, 2025 at 2:00 p.m. EST.

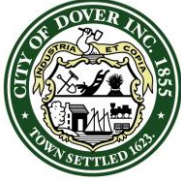
 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.1. Resolution Number: R – 2025.04.09 - 54 Resolution Re: B25081 Garrison Reservoir to Oak Street and Broadway Water Transmission Main
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Award Information:

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

Type:	Purchase order	Advertised:	Yes
Invitations Mailed:	462	Number of Responses:	3
Warranty:	Yes	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	ASAP
Recommended Award to:	S.U.R. Construction	Fund:	Water
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

[B25018 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2025.04.09 - 55**

Resolution Re: B25036 Wastewater Treatment Facility (WWTF) Biosolids Disposal Services Awarded to Resources Management Inc.

WHEREAS: A sealed Request for Proposal (RFP) #B25036 was requested and received for the Wastewater Treatment Facility (WWTF) Biosolids Disposal Services on March 27th at 2:00 p.m.; and

WHEREAS: Three (3) bid responses, along with 3 no bid responses, were received and reviewed for necessary qualifications, experience, understanding of project scope, approach for completing the work, references, commitment to project timeline, preference for recycling or beneficial use over disposal of biosolids, as well as proposal costs. The term of the contract will be for a period of one year starting on July 1, 2025 with the option to extend for two additional one-year terms subject to funding approval by the City Council, and

WHEREAS: It is the recommendation to accept the proposal from the low bidder submitted by Resource Management Inc. (RMI) of Holderness, NH in the amount of \$158.30 per wet ton; 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 Resource Management Inc., of Holderness, NH for biosolids disposal services at the WWTF at the rate of \$158.30 per wet ton. 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	FY2026 Appropriation	Balance	Charge
5300.1.300.43256.4421.00000.00.000.000.300	Sewer WWTF - Waste Disposal Services	656,500.00	656,500.00	554,050.00
			Total	554,050.00

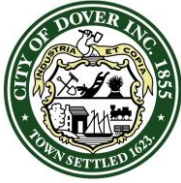
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Jennifer Perez
Acting City Attorney

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

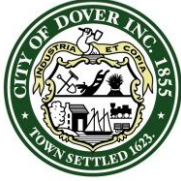
Resolution Number: **R – 2025.04.09 - 55**
Resolution Re: B25036 Wastewater Treatment Facility (WWTF) Biosolids
Disposal Services Awarded to Resources Management Inc.

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2025.04.09 - 55**

Resolution Re: B25036 Wastewater Treatment Facility (WWTF) Biosolids
Disposal Services Awarded to Resources Management Inc.

RESOLUTION BACKGROUND MATERIAL:

The City requested sealed proposals for the transport and management of wastewater biosolids generated at the City's Wastewater Treatment Facility located at 484 Middle Road.

The City of Dover operates an activated sludge wastewater treatment facility with primary settling basins. The current annual average daily flow is 3.0 MGD. The dewatered sludge is a blend of primary and secondary (waste activated) sludge. Dewatering is accomplished with screw presses and the solids content of the dewatered sludge is expected to range from 25% ODS (oven-dried solids) to 33% ODS. Based on historical production and anticipated dewatering performance, total annual dewatered sludge production is expected to range from 2,500 wet tons to 3,500 wet tons.

RMI is currently the City's contractor for transportation and disposal. Their FY2025 pricing is currently at \$198.82 per wet ton, so the proposed pricing for FY2026 is a significant reduction. Whereby RMI had been transporting biosolids to Canada for landfill disposal, some limited re-use options have appeared that allows for biosolids to be blended with sand, compost, or other admixtures for limited, and permit-restricted use for revegetating certain areas.

Award Information:

A purchase order will be issued to Resource Management, Inc. to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	52	Number of Responses:	3
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One year (6/30/2026)	Estimated Delivery:	FY2025
Recommended Award to:	Resource Management, Inc.	Fund:	WWTFP
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

[B25036 Bid Documents](#)