



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
June 7, 2024

REQUESTED ACTION

The New Hampshire Department of Transportation (Department), under RSA 4:39-c, requests authorization to convey a permanent right and easement over privately owned land located in Dover at no cost to the City of Dover (City).

EXPLANATION

This request is being made by the Department as part of the reclassification of portions of Dover Point Road. The Department is requesting to convey a permanent right and easement to construct, maintain, repair, and operate ditches, culverts, pipes, catch basins, or other facilities for drainage purposes over, under, or through land situated on the southwesterly side of Dover Point Road in the area shown as parcel D100 on a Plan of Newington-Dover. The easement was acquired as part of the Newington-Dover, NHS-0271(037), 11238 Project on April 9, 2013. The Department now wishes to convey the easement to the City of Dover to support the reclassification of the subject portions of Dover Point Road.

This easement conveyance is part of a municipal agreement between the Department and the City. The easement provides drainage for city streets and will be the responsibility of the City to maintain. The conveyance of the easement will benefit the Department by transferring maintenance responsibilities to the City. The Department requests to transfer the easement at no cost.

On September 15, 2023, the Long-Range Capital Planning and Utilization Committee approved the Department's request (LRCP 23-026) to grant an easement to the City of Dover for no cost. As noted above, the Department respectfully requests authorization to grant the above-referenced easement.

Respectfully,

William J. Cass, P.E.
Commissioner

WJC/SEF
Attachments

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

MUNICIPAL AGREEMENT

STATE PROJECT: Newington-Dover 11238Q

This AGREEMENT, executed in duplicate and entered into this 1 day of April, 2024 between the State of New Hampshire (hereinafter "STATE"), Department of Transportation (hereinafter "DEPARTMENT") with the principal place of business at 7 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483 and the City of Dover (hereafter "CITY"), a municipal corporation with a principal place of business at 288 Central Avenue, Dover NH 03820

WITNESSETH that,

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

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

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

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

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

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

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

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

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

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

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

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

NHDOT Bureau of Turnpikes Maintenance	Station Location	Light Fixture Type
Spaulding Turnpike	1603+10, Lt.	Aluminum Light Pole
Spaulding Turnpike	1603+40, Rt.	Aluminum Light Pole
Spaulding Turnpike	1605+10, Lt. & Rt.	Aluminum Light Pole
Spaulding Turnpike	1607+20, Lt. & Rt.	Aluminum Light Pole
Spaulding Turnpike	1648+21, Rt.	Aluminum Light Pole
Spaulding Turnpike	1650+40, Rt.	Aluminum Light Pole
Spaulding Turnpike	1669+25, Rt.	Aluminum Light Pole
Spaulding Turnpike	1671+16, Lt.	Aluminum Light Pole
Spaulding Turnpike	1676+73, Rt.	Aluminum Light Pole
Spaulding Turnpike	1679+29, Rt.	Aluminum Light Pole
Spaulding Turnpike	16+79+55, Lt.	Aluminum Light Pole
Spaulding Turnpike	1680+86, Rt.	Aluminum Light Pole
Spaulding Turnpike	1680+97, Lt.	Aluminum Light Pole
Spaulding Turnpike	1682+39, Lt.	Aluminum Light Pole
Spaulding Turnpike	1682+50, Rt.	Aluminum Light Pole
Spaulding Turnpike	1685+47, Rt.	Aluminum Light Pole
Spaulding Turnpike	1685+77, Lt.	Aluminum Light Pole
Spaulding Turnpike	1688+11, Lt.	Aluminum Light Pole
Spaulding Turnpike	1688+61, Lt.	Aluminum Light Pole
Spaulding Turnpike	1691+33, Lt.	Aluminum Light Pole
US Rte. 4/Dover Point Road (North)	220+09, Rt.	On Signal Pole
US Rte. 4/Dover Point Road (North)	777+15, Lt.	Aluminum Light Pole
US Rte. 4/Dover Point Road (North)	231+72, Lt.	On Signal Pole
Spur Road/ Off Ramp	113+10, Rt.	Aluminum Light Pole
Spur Road/ Off Ramp	107+18, Lt.	Aluminum Light Pole

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

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

- C. The CITY, at its own costs and expenses, shall have authority to regulate, discretion over, and be responsible for the maintenance of the roads as Class V highways as shown on the plan entitled "Proposed Maintenance Responsibilities – Dover": Boston Harbor Road/Dover Point Road (west)/Wentworth Terrace, Spur Road and Dover Point Road (east) to include but not limited to, the summer and winter maintenance for pavement, structural section, curbing, sidewalks, roadway stripping, highway signage, drainage , roadside safety hardware, and streetscape landscaping. In maintaining the aforesaid roads, the CITY will follow applicable law and applicable CITY policies, each as may be amended from time to time within CITY's discretion.
- D. The STATE, by itself or through the DEPARTMENT will transfer maintenance responsibilities to the CITY and the CITY, at its own costs and expenses, shall have authority to regulate, discretion over, and provide maintenance of sidewalks constructed for pedestrian connectivity between Spur Road and Boston Harbor Road within the US Rte. 4, two-lane hybrid roundabout. The maintenance obligations and discretion transferred by the DEPARTMENT to the CITY shall include all pedestrian pavement markings, street signage, and pedestrian flashing beacon to include pedestrian strain poles, pedestal poles, foundations, conduit, fiber optic cables and control cabinet including power source. The CITY will coordinate any pedestrian signal timing adjustments through the Bureau of Traffic for safe and efficient traffic progression and coordination for the Spaulding Turnpike Exit 6 ramps.
- E. The CITY, at its own costs and expenses, shall have authority to regulate, discretion over, and provide maintenance of luminaires for street lighting along the Scammell Bridge and approaches, but only to the extent located within the City of Dover, and in accordance with NHDOT/City of Dover/Town of Durham Municipal Lighting Agreement dated October 10, 2017. In addition, the City will be responsible for maintenance of streetlights along Boston Harbor Road, Dover Point Road (East), Dover Point Road (West), and Dover Point Road (North) northerly to the City Compact line and as referenced on the Newington-Dover 11238-Q contract plans as follows:

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

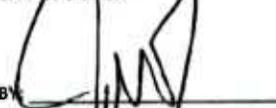
- F. The CITY, at its own cost and expense, shall have authority to regulate, discretion over, and provide landscape maintenance for landscaping installed within City ROW along the reclassified Wentworth Terrace, Pomeroy Cove Ped/Bike Trail, and Dover Point Road (west). In addition, the CITY will in its discretion be responsible for, and may seek the assistance of a local volunteer group to provide landscape maintenance, for planting material located at the end of the cul-de-sac on Dover Point Road (east), between Spur Road and the westerly Turnpike soundwall, within the perimeter of the two-lane hybrid roundabout and within the median of US Rte. 4 from the roundabout easterly to the southbound on ramp.
- G. The CITY and DEPARTMENT agree that the landscaped areas located at the end of the cul-de-sac on Dover Point Road (east), between Spur Road and the westerly Turnpike soundwall maybe left to naturalize over time. They further agree that should the CITY or local volunteer group discontinue landscaping maintenance of the landscaping located around the perimeter and within the two-lane hybrid roundabout and within the median of US Rte. 4 from the roundabout easterly to the southbound on ramp, then the landscaping will be removed at the discretion of the NHDOT.
- H. The DEPARTMENT acknowledges the authority and discretion of the CITY to complete routine maintenance without specific approval of the DEPARTMENT. The CITY agrees that should adjustments be necessary to the roads constructed under this project due to changed traffic conditions or operational needs, such adjustments will not be make without prior approval of the DEPARTMENT.
- I. The CITY shall defend, indemnify, and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all third-party claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent act or omission of the CITY in the performance of maintenance pursuant to this agreement. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity, official immunity, discretionary function immunity, other immunities, the limitations and conditions of liability set forth statutes, or any tort defense of the STATE, the DEPARTMENT or CITY including but not limited to any immunity existing under common law or RSA Chapter 507-B or RSA chapter 230 or RSA chapter 231, all such immunities and defenses are hereby reserved.
- J. It is further understood and agreed between the DEPARTMENT and the CITY that the DEPARTMENT will not be responsible for any expenses or costs incurred by the CITY under this AGREEMENT for the management of the AGREEMENT conditions. Notwithstanding the foregoing, nothing contained herein shall be construed as the CITY waiving its eligibility or ability to apply for any funds or grant programs that are available throughout the STATE or agencies thereof.
- K. The CITY acknowledges that this AGREEMENT has the approved by the City Council, whereby based upon approval, the CITY represent that it has full power and authority to execute, deliver and perform this AGREEMENT in accordance with the terms.

IN WITNESS WHEREOF, the parties her have affixed their signatures, the CITY of Dover, New Hampshire, on this 20 day of March, 2024, and the DEPARTMENT of Transportation on this 1 day of April, 2024.

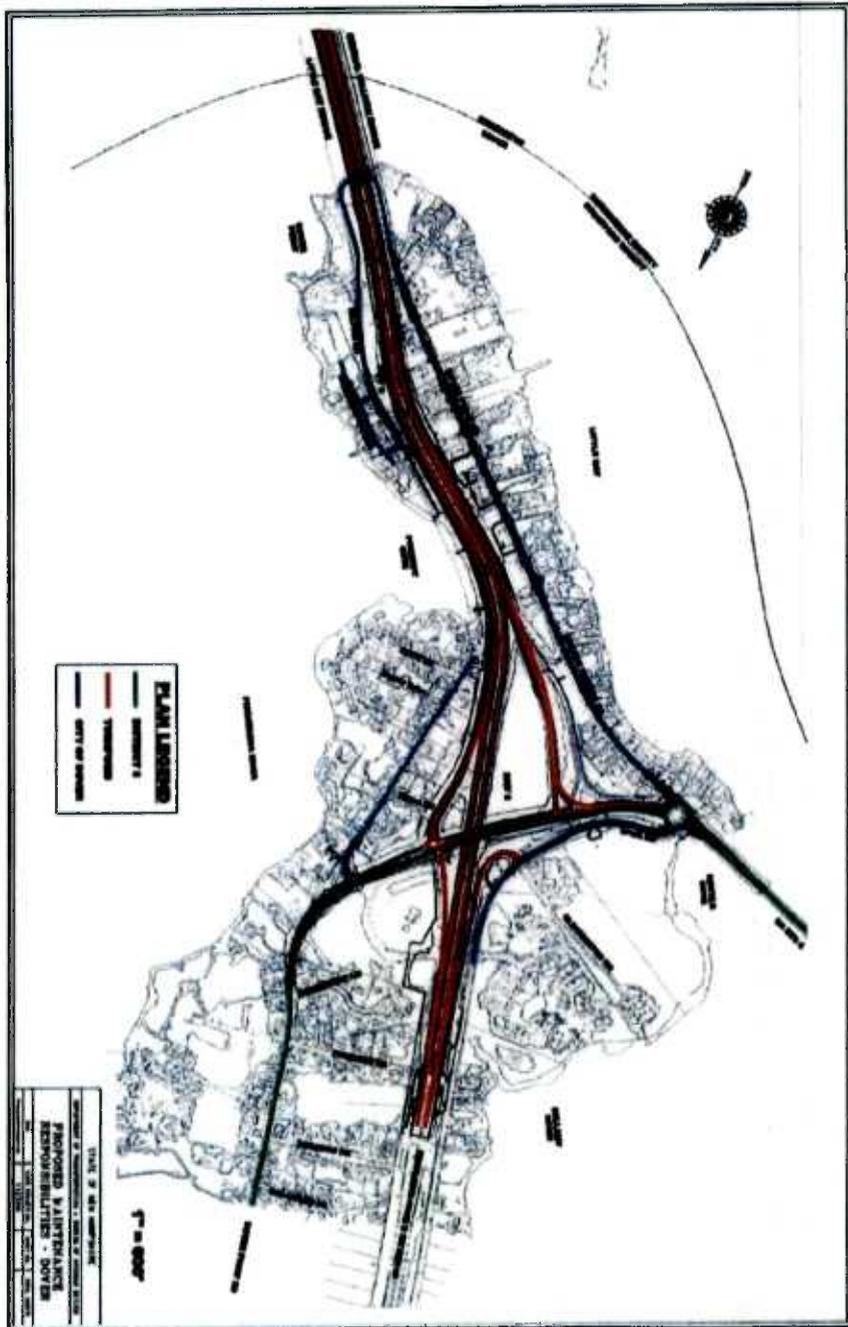
NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION

By: 
Commissioner

CITY OF DOVER

By: 
City Manager

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



STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**FROM:** Stephen G. LaBonte
Administrator**DATE:** August 30, 2023**AT:** Dept. of Transportation
Bureau of Right-of-Way**SUBJECT:** Drainage Easement in Dover
RSA 4:39-cApproved by the Long Range
Capital Planning & Utilization
Committee September 15, 2023**TO:** Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee**REQUESTED ACTION**

The New Hampshire Department of Transportation (Department), under RSA 4:39-c, requests authorization to convey a permanent right and easement over state-owned land located in Dover at no cost to the City of Dover (City). Pursuant to RSA 4:40, III-a, the Department of Transportation requests the Long Range Capital Planning and Utilization Committee waive the \$1,100 administrative fee.

EXPLANATION

This request is being made by the Department as part of the reclassification of portions of Dover Point Road (east). The Department is requesting to convey a permanent right and easement to construct, maintain, repair, and operate ditches, culverts, pipes, catch basins, or other facilities for drainage purposes over, under, or through the land now or formerly of the Eileen C. Shevelin Revocable Trust, and situated on the southwesterly side of Dover Point Road, as now traveled, in the area shown as parcel D100 on a Plan of Newington-Dover, NHS-0271(037), 11238 (11238Q Construction Phase)(hereinafter referred to as "the Easement"). Said easement was acquired as part of the Newington-Dover, NHS-0271(037), 11238 Project on April 9, 2013, and recorded at the Strafford County Registry of deeds in Book 4126, Page 0712.

This Easement conveyance is part of a municipal agreement currently under negotiation between the Department and the City, associated with the above-mentioned project. The Easement provides drainage for city streets and should be the responsibility of the City to maintain. The conveyance of the Easement will benefit the Department by transferring maintenance responsibilities to the City. The Department requests to transfer the easement at no cost.

SGL/LMW
Attachments

