

**CITY OF DOVER**

## **CITY COUNCIL – AGENDA**

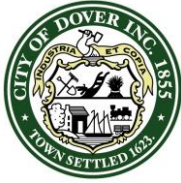
Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 22, 2015**  
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
- 8. CITIZEN'S FORUM**

*Citizens 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. July 8, 2015 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
  - A. ORDINANCES IN THE 2<sup>nd</sup> READING**
  - B. ORDINANCES IN THE 3<sup>RD</sup> READING**
  - C. RESOLUTIONS**

- 13. NEW BUSINESS**
  - A. CONSENT CALENDAR**
    - 1. RAFFLE – Greek Orthodox Church – Sunday School**
    - 2. RAFFLE – Special Olympics – Donated Prizes**
    - 3. RAFFLE – Special Olympics – Half of profits from ticket sales**
    - 4. BOOKS & MEDIA PURCHASES**  
SPONSORED BY MAYOR WESTON BY REQUEST



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- 5. B15073 VARIOUS CHEMICALS**  
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. B15080 HOUSEHOLD HAZARDOUS WASTE CLEAN UP DAY**  
SPONSORED BY MAYOR WESTON BY REQUEST
- 7. B15082 JOHN DEERE 544K LOADER OR EQUAL**  
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. APPROVAL OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY LEASE AGREEMENT – ROOM 240**  
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. APPROVAL OF CASA NH LEASE AGREEMENT – ROOM 303**  
SPONSORED BY MAYOR WESTON BY REQUEST
- 10. APPROVAL OF ZEBRA CROSSINGS LEASE AGREEMENT – ROOM 328**  
SPONSORED BY MAYOR WESTON BY REQUEST

### **COMMITTEE REPORTS**

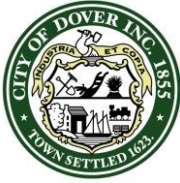
1. School Board
2. Planning Board
3. Appointments Committee
4. Recreation Advisory Board
5. McConnell Center Advisory Committee
6. Arts Commission
7. Solid Waste Advisory Commission
8. Transportation Advisory Commission
9. Legislative Liaison
10. Pool Advisory Committee
11. Parking Commission
12. Ordinance Committee
13. Police and Parking Facility Building Committee
14. Joint Building Committee – Dover High School and Regional CTC
15. Dover Main Street
16. Library Board of Trustees

### **B. RESOLUTIONS**

- 1. APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS FOR DOVER HIGH SCHOOL PROJECT AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**  
**(TO BE REFERRED TO A PUBLIC HEARING ON AUGUST 12, 2015, WITH A CITY COUNCIL VOTE TO BE HELD ON AUGUST 26, 2015)**  
SPONSORED BY DEPUTY MAYOR CARRIER AND COUNCILOR GAGNON

### **C. ORDINANCES IN 1ST READING**

- 1. CHAPTER 170 – UPDATING THE DOVER ZONING ORDINANCE**  
**(TO BE REFERRED TO A PUBLIC HEARING ON AUGUST 12, 2015)**  
SPONSORED BY COUNCILOR GARRISON, PLANNING BOARD REPRESENTATIVE



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Meeting Type: **Regular Meeting**  
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- 14. COUNCIL CORRESPONDENCE**
- 15. COUNCIL MATTERS OF INTEREST**
- 16. ADJOURNMENT**



# City Manager's Report

City of Dover,  
New Hampshire

**July 22, 2015**

Reporting on June 2015



**J. Michael Joyal, Jr.**  
City Manager





## INSIDE THIS REPORT

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|                                      |    |
|--------------------------------------|----|
| Leadership Team                      | 2  |
| Utilities                            | 3  |
| Streets, Grounds, Facilities & Parks | 4  |
| Emergency Management                 | 7  |
| City Outreach                        | 11 |
| Current Special Project Highlights   | 15 |
| City Programs                        | 16 |
| Capital Improvements Program         | 20 |
| Recognition                          | 23 |
| Professional Development             | 24 |
| Employee Spotlight                   | 26 |
| Administrative Services              | 27 |
| Parking & Traffic                    | 28 |
| Progression & Growth                 | 30 |

Information contributing to this City Manager's Report is gathered on a monthly basis from all departments and is deciphered into various categories. You will find these departmental updates are governed by our core values; Customer-Focused Service, Integrity, Innovation, Accountability and Stewardship.

Monthly statistics are gathered and tracked by the City Manager. You will find charts and graphs throughout the City Manager's Report, depicting some of these statistics. Statistics in their entirety can be found on the City Manager's page of the City website.

## City of Dover Leadership Team



Gary Bannon  
Recreation Director



Daniel Barufaldi  
DBIDA Director



Cathleen Beaudoin  
Library Director



Anthony Blenkinsop  
City Attorney



Anthony Colarusso  
Police Chief



Annie Dove  
Information  
Technology Director



Richard Driscoll  
Fire & Rescue Chief



Daniel Lynch  
Finance Director



Lena Nichols  
Public Welfare  
Director



Christopher Parker  
Assistant City Manager -  
Planning Director



Douglas Steele  
Deputy City Manager -  
Community Services Director



Alison Webb  
Human Resources  
Director



Michael Joyal  
City Manager

For the month of June, the focus has been on locating water leaks. Water production has been 3.3 to 3.5 million gallons per day. Utilities employees repaired a water break on Rutland Street at Abbey Lane. (right) This was a ring crack on a six inch cast iron main. This repair eliminated, approximately, 300,000 gallons per day from production. Staff has located service leaks at 65 Back River Road, 1 Kennedy Circle, 27 Whittier Street, 222 Dover Point Road and 45 Knox Marsh Road. These have all been placed on temporary lines. The property owners have hired contractors to complete the work.



The Silver Street Reconstruction project has required staff to turn on and off many water gates. This was the cause of a water break on Washington Street near Central Avenue (below). This was a lateral break on an eight inch cast iron main. This repair required fifteen feet of pipe to be replaced. All of the water mains located in the Central Avenue, Washington Street and Rutland Street area are from 1888. Staff repaired a leaking curb box at 21 Birch Drive. All of this work has brought water production down to 2.5 to 2.7 million gallons per day. The City has also hired a leak detection contractor to complete a survey of the city's water lines.

Utility crews repaired a fire hydrant at 242 Central Avenue which was damaged during snow removal operations.

Crews are working on installing a 2" HDPE line on Leighton Way. This is to replace the ¾" copper line which has many pinholes in it. The homes are currently on a temporary line.

Water meter crews investigated 3 stopped meters, installed 7 new services, and conducted 4 backflow tests and 64 final readings.

Staff fielded a call for an overflowing manhole on Cornerstone Drive. Crews were able to determine that the 12 inch cross country line, from Cornerstone Drive to Erik Drive, was blocked with iron deposits coming from the Tolend Road Landfill. A brush clearing contractor and a contractor with specialty portable pipe cleaning equipment were hired to clean the 12" main. The landfill was shut down while the cleaning was completed and will be operational again the first week in July.

## The Utility Division Maintains:

3 Water Treatment Facilities

158 Miles of Water Mains

One 3,000,000 Gallon Water Storage Tank

One 713,000 Gallon Water Storage Tank

123 Miles of Sewer Pipe

23 Wastewater Pumping Stations

One Wastewater Treatment Facility

850,000,000 Gallons of Wastewater per Year

8 Wells:

- Griffin Well
- Ireland Well
- Calderwood Well
- Campbell Well
- Cummings Well
- Smith Well
- Hughes Well
- Bouchard Well

## **The Water/Sewer Billing Office bills for industrial usage on a monthly basis and residential usage on a quarterly basis.**

|                            | Monthly Industrial Usage | 1 <sup>st</sup> Quarter Residential Usage |
|----------------------------|--------------------------|-------------------------------------------|
| Records Billed             | 762                      | 7,870                                     |
| Meter Rent                 | \$2335                   | \$33,638                                  |
| Total Water Service Billed | \$139,831                | \$563,341                                 |
| Total Sewer Service Billed | \$199,382                | \$691,319                                 |
| Other Service Billed       | \$117                    | \$6,482                                   |





## City Streets, Grounds, Facilities & Parks

New energy-efficient and long-lasting LED lights were recently installed in the illuminated sign at the foot of the library's front lawn.

The Henry Law Park Improvement project is entering the next phase which is site design and engineering. Mitchell and Associates of Portland are in the process of design and putting together a bid package.

The lease of the Butler Building on River Street has allowed access to the Cocheco River this summer for Great Bay Rowing. A Learn to Row event was held this month with over 40 participants taking advantage of the opportunity. The LWCF grant application to assist with the construction of a dock was tentatively approved at the State level and is awaiting review on the Federal level. The City is hopeful to hear if it has been approved by mid-summer.

Plans are underway to convert one tennis court location at Garrison School into Pickle Ball courts by the end of summer. Bids were received and an award of the project is pending approval.

You will now see public sunscreen dispensers around the City of Dover facilities! Sponsored by Wentworth Douglass Hospital and Dennis Ciotti, the dispensers are to be located in strategic locations such as the Jenny Thompson Pool, Camp Kool and Dover's neighborhood playground locations at Horne Street and Garrison Schools, as well as other City facilities that they have picked. Dispensers should be installed by the end of July.

The Facilities, Grounds and Cemeteries handled 5 service calls and 167 work orders in the month of June. Employees attended 2 full burials and 8 ash burials in Pine Hill Cemetery during the month.

One of the Garrison Park ball fields had extensive work done to re-establish the baseline and pitcher's mound as well as spreading infield mix. The other field had the edges of the baselines sharpened and some infield mix spread where needed.

The Facilities & Grounds Division took advantage of the rainy days to paint the interior of the Veteran's Building main rooms. New carpets were laid and new drapes were also hung. Seasonal employees cleaned the facility and washed the floor.

Preparations for Independence Day included 32 hours spent cleaning leaves and debris from Henry Law Park behind the stage area, along with mowing, trimming & cleanup of the park. The fence is inspected each year before the holiday and any loose posts or sections are attended to as needed.

Thirty-seven requests relating to grounds or facility issues were handled by employees, while thirty-five pertained to public buildings. Leaking toilets, toilet replacements, moving furniture, painting historical marker pedestals for the Faces of Dover project were several of the tasks requested through these work orders. Sixteen hours were spent with a representative from the Department of Labor conducting safety inspections at various City facilities.

Employees handled 28 work requests pertaining to signs. Ten signs were replaced with 5 of them requiring posts being sunk. Two were remounted in place and 4 were removed. Six parking signs were installed and 1 base was removed. One sign was made, two signs were installed on a fence and vegetation was cleared from around several signs this month.

### Dover Maintains

- 62 miles of sidewalks
- 133 miles of streets
- 155 crosswalks
- 66 miles of drainage
- 1,120 fire hydrants
- 15 parks
- 13 playgrounds
- 20 municipal buildings
- 2 water treatment plants
- 7 well buildings
- 2 recharge pump stations
- 23 wastewater pump stations
- 1 Wastewater Treatment Facility
- 4 cemeteries



Tree pits were mulched, seven markers were set in pine Hill cemetery, and remapping of one of the sections in Pine Hill has commenced as some of the maps are very old and areas remained undeveloped. Many hours were devoted to equipment maintenance, mowers and string trimmers which always occur during this time of year. Five keys were issued in June. The usual man hours were spent conducting the required monthly fire extinguisher inspections and elevator inspections.

As is the routine during the summer months, weekly mowing of the public turf areas downtown and other various areas continued. Flower beds were weeded and one was planted at Broadway and St. John Street.

Facilities & Grounds responded to 9 complaints regarding traffic signal issues, with two being a red light being out, 3 green ball signals having to be replaced and one yellow ball having to be replaced. Another involved a driver who feels they wait too long to exit into a busy intersection and the last issue was with a pedestrian crossing light, but when responded to no issues were found.

Five tree issues were investigated, 9 limbs were dealt with and six vegetation complaints were addressed by cutting back the offending growth. Several issues were faxed to Urban Tree for attention. Applevale Park received a good trimming as brush that had overgrown the lawn was cut back and carried away. Sprinkler heads at two parks were located for the contractor to come and aerate the fields.

The roofing project at City Hall was completed with Viking Roofing removing the old roofing materials and laying down new roofing over insulation and water barrier. This project was very successful under the oversight of Advanced Roof Management Associates. One hundred and twenty-six mortared joints were ground out and refilled to ensure no leaks due to faulty mortar joints.

Public Works administrative staff fielded 16 service calls requesting pothole repairs. Crews repaired 483 potholes and applied 307.82 tons of asphalt on various areas throughout the city. Street sweeping operations are ongoing. Sweeping has been completed in the Henry Law Avenue area, Applevale and Middle Road areas, as well as all of the roads with pavement markings and striping.

A couple of Public Work's crew members saw cut and removed the cement island on Chestnut Street to allow space for the steel to be delivered to the Orchard Street project.

Annual brush cutting operations have commenced. Public Work's crews are working on cutting overgrown brush and hauling it back to the recycling center. Areas within the City that have been completed are Durham Road, Cataract Avenue, Rutland Street and Mast Road. Brush was also removed from Shaw's Lane and Camp Sun and Fun for the Recreation Department.

The sidewalk was repaired at 9 Main Street. The sidewalk at this location was too low causing it to collect water. Crews raised the sidewalk in that area and replaced the curbing. As a result of snow plow damage, the asphalt berm located at 11 Cherokee Street needed to be replaced. One dump truck and the patch truck were utilized for this repair.

Material was hauled from the sand pits and from Brox Industries to fill the stock bins located on Mast Road. Nine hundred and sixty eight tons of salt was received and pushed into place by one Heavy Equipment Operator.

Crews repaired block structures on catch basins at the McConnell Center, Sandpiper Drive, School Street, Second Street and Sixth Street at County Farm Road. Two Truck Drivers cleared debris from the catch basins in multiple locations throughout the City as debris had collected as a result of rain storms.

### **Cemeteries:**

Austin-Tuttle Cemetery  
Pine Hill Cemetery  
Pinkham Cemetery  
Roberts/First Settlers Cemetery

### **Parks & Playgrounds**

Applevale \* Alden Woods \* Amanda Howard  
Overlook \* Garrison \* Garrison Hill, Guppy  
Hancock \* Henry Law \* Long Hill \*  
Maglaras Morningside \* Orchard Street  
River Walk Shaw's Lane \* Sullivan Drive \*  
Woodman

# Emergency Management



The Emergency Management Director chaired two meetings on the update to the City's Local Emergency Operation Plan. These meetings included all Department Heads and the City Manager. The functional areas were divided up with certain departments identified as having lead or support roles. Each Emergency Service Function (ESF) was reviewed garnishing input from all team members. There are 15 support functional areas.

Amateur Radio Emergency Services had their monthly meeting at the North End Fire Station. They are the behind the scenes communication net that runs during major infrastructure failures. When phone and email lines go down they are the back bone of communication across the country.

Fire & Rescue has worked hard to support the Dover School System over the month. The Career Technical Center class for Firefighter 1 and EMT are provided at the North End station. Classes finished for the school-year in June and will resume again this fall.

The Firefighter 1 class went to the NH Fire Academy with their instructors for their state certification test. This is a written and practical test that certifies the candidates as a trained firefighter in 38 States.

The EMT class is finished up their class with the students taking a practical in July. Each individual student needs to set up testing for the National Registry.

Fire & Rescue Command Staff assisted Somersworth Fire in their promotional process by being a member on their oral board.

Fire & Rescue is hosting a New Hampshire Instructor 1 program. This certification is needed for promotional process and the instructors with the high school program. There were eight members to pass this class. This college level course prepares each member to be able to become a state instructor, but more importantly, to have the skill set to be able to present every day topics to citizens or other employees.

Fire & Rescue has been working on a new emergency response plan in anticipation of staffing levels increasing. The Department is working on a two full time ambulance response within the City. Each shift is garnishing input to help shape their future response. Dispatch is also assisting with how they can help facilitate a quicker response.

## **Communications Bureau:**

Communications Bureau statistics for June are:

|                     |        |
|---------------------|--------|
| Radio Transmissions | 12,425 |
| Phone Calls         | 9,222  |
| Police Alarms       | 65     |
| Lobby traffic       | 402    |
| 911 calls           | 411    |



### **Collision Investigation Team:**

Members of the Collision Investigation Team were not called out during the month of June.

### **Special Investigations Bureau (SIB):**

Seven registered sex offenders were processed during the month by the Dover Police Department's Special Investigations Bureau. The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration, and can also include a change of address or other information that must be updated.

Throughout June 2015, Dover Police Department Special Investigations Bureau detectives have investigated repeated instances in which local people have had their credit card information stolen and used to "clone" credit cards, which are then used to purchase gift cards. A Dover woman has been charged with fraud as a result of this investigation, which is on-going.

SIB detectives also followed up on a domestic violence case initially investigated by Dover Police Department Patrol Officers, leading to numerous assault charges being filed against a Kingston man.

In conjunction with Division of Children, Youth, and Families' workers, Dover Police Department detectives are conducting an investigation into a possible case of child neglect. While the child's safety has been addressed, the criminal investigation continues.

Also in June, SIB detectives responded for a report of a robbery that, after investigation, appears to have been drug related. This investigation is on-going.

Dover Police detectives are investigating a possible arson after a small fire in the restroom of a local manufacturing building. The investigation is on-going.

Throughout June, SIB detectives assisted the Strafford County Drug Task Force with multiple investigations into illegal narcotics traffic in Dover.

### **Patrol**

During the month of June 2015, there was one letter generated by the Dover Police Department that was sent to a certain licensed liquor establishment in Dover. Letters are sent as a result of analysis of police reports involving overly intoxicated persons. When it is determined an overly intoxicated person had been over-served, a letter is sent from the Police Department to the establishment. The letter, along with the police report, is also sent to the NH Liquor Commission's Bureau of Enforcement.

During the month of June, the Dover Police Department handled a total of 2,645 calls for service. Police officers made a total of 1,169 motor vehicle stops.

Other patrol activity during the month included the issuance of 3 non-motor vehicle related summonses for violations such as open container. Additionally, Patrol Officers conducted a total of 40 checks of the Community Trail.

## Animal Control:

The Animal Control Officer (ACO) responded to a call regarding a concern about a Snapping Turtle near the Dover Middle School parking lot. She found that the turtle was laying eggs in a hole that she had dug. The ACO left turtle alone to deposit her eggs and also advised the Middle School that there was no danger and that the turtle would return to her original pond.

ACO has received multiple calls about turtles crossing the roads and sightings of fox and woodchucks. She has been educating the Dover citizens on the behavior of these animals and how to coexist with them. Regarding turtles, ACO Ladisheff tells people that if they want to assist a turtle that is crossing the road, they should move the turtle in the direction it is headed and to use caution if it a Snapping Turtle. The turtles are crossing the roads this time of year to lay their eggs.



The ACO followed up on nine calls originally handled by officers, three of which were rabies hold enforcement.

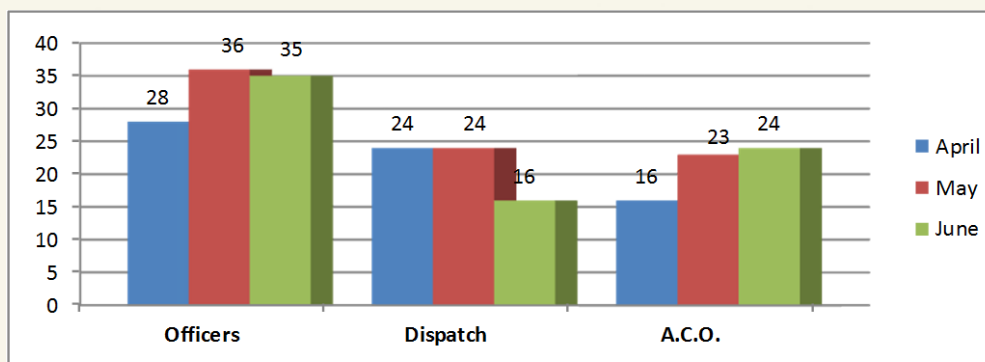
The ACO received 3 phone calls regarding 3 more Cockatiels that were found in different parts of Dover for a total of 4 over the past two months. Two of the birds were kept by the callers and the last one was last seen flying toward Rochester.

| Breakdown of Calls – Animal Control Officer |   |
|---------------------------------------------|---|
| Found animals                               | 8 |
| Barking dog                                 | 2 |
| Dog/cat bites                               | 2 |
| Missing animals                             | 3 |
| Welfare checks                              | 8 |
| Loose dog                                   | 1 |

|                                |    |
|--------------------------------|----|
| Total animal calls for service | 75 |
| Handled by Officers            | 35 |
| Handled by Dispatch            | 16 |
| Handled by ACO                 | 24 |

| Breakdown of Calls – Dispatch |   |
|-------------------------------|---|
| Loose animals                 | 4 |
| Found dog                     | 1 |
| Missing animals               | 7 |
| Welfare checks                | 3 |

| Breakdown of calls – Officers |    |
|-------------------------------|----|
| Animal bites                  | 3  |
| Found animals                 | 8  |
| Struck deer                   | 2  |
| Barking dogs                  | 2  |
| Loose animals                 | 4  |
| Welfare Checks                | 13 |
| Deceased cat                  | 3  |



### **Downtown Liaison Unit**

The officers from the Dover Mounted Patrol spoke with members of the public in Henry Law Park as an example of the hundreds of public contacts the officers have.



The Mounted Patrol handled the following during the month of June:

|    |                                                                    |
|----|--------------------------------------------------------------------|
| 40 | Public Assists-directions, pedestrian right of way education, etc. |
| 01 | Motor Vehicle Pedestrian Right of Way Warnings                     |
| 01 | Motor Vehicle One Way Warning                                      |
| 23 | Parking Assists                                                    |
| 03 | Warning Bike on Sidewalk                                           |
| 01 | Warning Skateboarding Downtown                                     |
| 01 | Trespass Warnings                                                  |
| 03 | Homeless Outreach                                                  |

### **K-9 Unit:**

In June, the Dover Police Department added another K9 to the ranks. The new dog, Barco, is a Belgian Malinois and he will turn 1 year old on July 23. He and his handler, Officer Matt Brown, are getting to know each other and beginning their training together. Eventually, Barco will be certified as a dual purpose K9. This means that he will be certified to do patrol work consisting of apprehension, tracking and evidence recovery, and he will also be certified in narcotics detection.

The Police Department's K9 teams conducted at least 20 hours of training each and there were no callouts during the month of June.





#### Live streaming of Channel 22

In July, the City began live streaming Channel 22, the City's governmental access television channel. The live stream allows anyone to view live programming from Channel 22 on a computer or a variety of mobile devices. The live stream can be accessed on the City's website: <http://www.dover.nh.gov/services/online-services/video-on-demand/index.html>. This page also includes a programming guide for the day for Channels 22 and 95.

In addition to live streaming, the City continues to offer on-demand viewing of programming from Channels 22 and 95. All of the City's on demand content can be found on the page above or at [www.dover.nh.gov/dntv](http://www.dover.nh.gov/dntv).

#### Special projects online

The Media Access Center recently completed work on a new online resource for the High School and Career Technical Center building project. This resource includes a wealth of information about the project, including detailed background information, special presentations and video, project updates, contact information, and a schedule of upcoming meetings for the Joint Building Committee overseeing the project.

The Joint Building Committee is evaluating options for the high school and CTC, including new construction, renovation and additions, or a combination of new construction and facility rehabilitation.

This resource will be updated as the project continues. It can be found here: <http://www.dover.nh.gov/government/city-operations/public-education/high-school-project/index.htm>

In 2012, the School Board formed a committee to assess how Dover High School and the Regional Career Technical Center can better meet the demands of 21st-century education. In 2014, a Joint Building Committee (JBC) was formed to help guide the project. In October 2014, the JBC selected HMFH, Architects, Inc. to conduct a needs assessment, site selection and design services for the project.

The online resource for the high school project is one of several online special projects pages on the City's website. Other special project pages include Silver Street reconstruction, the new Police Facility and Parking Garage, Waterfront development, and more.

#### The City's Boards and Commissions

The Media Access Center continues to produce informational videos about the City of Dover's many public bodies, boards and commissions. These brief videos are intended to offer a look at the role of each board and commission in helping keep the City vibrant and community driven.

The videos can be seen on Channel 22 each day, and also on the City's on-demand video resource, as well as in high definition on the City's YouTube channel: [https://www.youtube.com/channel/UCxkz\\_3SmC1dKPpnsfWXqjXA](https://www.youtube.com/channel/UCxkz_3SmC1dKPpnsfWXqjXA)

#### Readership on the rise

Dover Download, the City's weekly electronic newsletter, continues to expand its readership each month. The newsletter, which includes information about upcoming City events, meetings and special topics, is sent to nearly 4,000 subscribers each week. In addition to the growing audience for Dover Download, the City continues to add newsletters on special topics and projects, including Silver Street reconstruction, the new Police Facility and Parking Garage, Waterfront development, special announcements, and more.

A companion version of Dover Download can be seen on Channel 22. The most recent edition can be viewed on the City's on-demand video resource at [www.dover.nh.gov/dntv](http://www.dover.nh.gov/dntv). To sign up for Dover Download or for any of the City's newsletters, visit <http://www.dover.nh.gov/services/online-services/dover-download/>

The library has 6,056 social media followers: 1,626 on Facebook, 602 on Twitter, 335 on Instagram, 1,082 on Pinterest, and 2,411 subscribers to the library's two e-newsletters. The library website received 159,949 hits during June. The Library posted 56 items on Facebook, 17 on Instagram, 20 on Twitter, and added 29 pins on Pinterest. Staff wrote 6 Blog posts, and sent four press releases to media outlets during June.

Reference Librarians Carrie Tremblay and Denise LaFrance led 121 Woodman Park 3rd graders and parents/chaperones on a historic walking tour of downtown Dover on June 11.

The public library borrowed 64 items from the school libraries and sent 10. The public library's System and Technology Librarian Peggy Thrasher aided the school librarians with Koha library system issues on 8 occasions during June.

Plans for the Fourth of July Celebration this year were complete with the 39th Army Band performing at the Rotary Arts Pavilion at Henry Law Park between 7:00 and 9:15pm and the fireworks that were shot off from Maglaras Park at 9:15. The funds for this year's display came from donations of \$5,000 by Liberty Mutual Insurance, \$2,500 from DF Richard Energy, \$2,000 from Convenient MD and \$500 from Dover Rotary Club.

The Fire & Rescue Department supported three community race events in the Dover Race Series. The sponsors of these races are our community and they support many needy organizations. The Department sends a Fire Engine and Ambulance to provide stand by medical coverage and exposure of their services to the citizens. Engine 5 supported the Father's Day 5K race sponsored by Goodwin Community Health. Goodwin Community Health is the only 501(c)(3) Community Health Center serving the Greater Strafford County area of New Hampshire and Maine.

The members of Fire & Rescue try to mentor and proctor new students to increase their EMS skills. Dover's EMS reputation is professional and courteous. This past month there were 5 ride periods accomplished. This ranged from proctoring paramedic, Advanced Emergency Medical Technician and Emergency Medical Technician students on the ambulance.

In support of the Dover Chamber of Commerce, Fire & Rescue provided a free fire truck ride certificate. This was redeemed for a mother and her 4 year old. There was a station tour and a ride on Engine 6.

Watson Fields and Bellamy Fields assisting living has a Fire Safety class provided by Fire / Life Safety Inspector Jalbert and one by Captain Lindh and Engine 5. This brought all their employees through their emergency operation plan, evacuation procedures and alarm procedures. The training finished up with the fire extinguisher training. Employees practiced PASS (pull the pin, aim the nozzle, squeeze the handle and sweep the nozzle techniques) to put out a fire.

On June 5<sup>th</sup> Dover Youth to Youth gave a presentation on Youth Advocacy at the Appalachian Mountain Teen Project conference held at the Laconia Community College. The Y2Y presentation followed an opening by NH Governor Maggie Hassan. The student presenters provided a range of examples of advocacy projects they had worked on and how to conduct them.





Truck 1 and Somersworth ladder set up for the Somersworth Unit Deployment Ceremony at the Reserve Center located on Route 108. The 716<sup>th</sup> Engineer Reserve Company departed on a 9 month deployment.



*Dover and Somersworth Ladder Trucks set up for deployment ceremony*

“Love for Levi”, Engine 7 escorted Levi through town. Levi is a young child that is battling brain cancer. As many of you know, Levi Whitcomb was diagnosed with brain cancer in early April 2015 and on April 13, 2015, Levi underwent surgery to remove as much as the tumor as possible. According to the doctors, 95% of the tumor was able to be removed with hopes that radiation and chemotherapy could destroy any remaining mass.



*Engine 7 escorting Levi through town.*

The Department of Planning and Community Development continued to update its blog, Facebook page and Twitter feed to communicate with the public. The Department of Planning and Community Development has 281 Facebook friends and 697 followers on Twitter.

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail which has 971 fans.

The Department of Planning and Community Development mailed out 62 New Homeowner letters. These letters introduce new property owners to their zoning district and include other basic planning information, including links to the Dover Download.

Fire 7 Rescue Truck 1 went to Dover Middle School to assist with the science curriculum with their annual egg drop. Supporting the schools in a major way to support our citizens but also gives valuable exposure about how we apply math and science in our career field. Mentoring our youth is always a great opportunity.

The Fire Safety Festival's eight shows were a huge success again this year. This production has been provided for more than 20 years. Dover Fire & Rescue provide this show of vital fire safety messages to the youth of our community. This year's "A Visit to the Fire Station" was a great event for the over 1800 kindergartners through fourth graders. Production members visited all Dover Elementary Schools; Garrison School, Woodman Park School, Horne Street School, Portsmouth Christian Academy and St Mary's School.



*Fire Safety Festival presentation at St. Mary's Academy on June 1, 2015*



*Fire Safety Festival presentation at Woodman Park School on June 3, 2015*

On June 8<sup>th</sup> the Dover Coalition for Youth in partnership with Dover Youth to Youth, the Dover Middle School PTA and St. John's United Methodist Church hosted the Steered Straight presentation for the 8<sup>th</sup> grade class. The presentation featured 2 former drug addicts that shared their stories and lessons that they learned in an effort to prevent youth from going down the same path they did. (pictured right)



Vicki Hebert presented at a community forum that St. John's hosted that attracted nearly 40 people. The panel provided prevention, treatment and recovery perspectives to the drug problem in our community and discussed how we can work together to impact the heroin epidemic. (pictured left)







Each year, the Dover Police Charities awards scholarships to graduating seniors who have been active participants in Dover Youth to Youth. This year's scholarship winners are Emily Simons, Nick Piscitello, Jessie Mau, and Annie Batchelder. Each of them was awarded \$1,000 toward the costs of college.

Pictured left, Chief Colarusso, Annie Batchelder and Dana Mitchell.

On June 9<sup>th</sup>, Prosecutor Brian Estee provided instruction on juvenile law for the New Hampshire Police Standards and Training Council's New Hampshire Police Academy.

On June 23<sup>rd</sup>, Detective Burt provided training on fingerprinting for Dover Housing Authority employees so these employees will be able to process background checks more efficiently.

On June 24<sup>th</sup>, Detective Burt also taught a "Crime Scene Investigations" class for the New Hampshire Cadet Academy.

Sergeant Speidel performed a total of 11 child passenger seat inspections during the month of June. Each safety check takes approximately 30 to 60 minutes and involves a review of child restraint systems in the caregiver's vehicle, instruction on proper child seat installation procedures, and discussion of safety precautions specific to the age group. Sergeant Speidel is a certified Child Passenger Safety technician through the Safe Kids Worldwide program, and the Police Department provides this service free of charge.



*Sergeant Speidel conducting child safety seat training at the Dover Police Department.*

Full summer hours at the Jenny Thompson Outdoor Pool began Monday, June 22. The full schedule will be posted on the City's website. All children under 45 inches tall must be accompanied by an adult in the water. The Jenny Thompson Outdoor Pool is a 50-meter competition pool located at 110 Portland Avenue next to the Dover Ice Arena. This pool is mainly used for competitive and recreational swimming, as well as occasional lessons during the summer.

Detectives Matt Travaglini and Tim Burt conducted a "Crime Scene Investigations" class for seventh graders at Dover Middle School on June 17<sup>th</sup>.



*Detective Travaglini addresses 7th graders while teaching a crime scene investigation class.*

Officer Petros Lazos and Officer Andrew Courter joined law enforcement officers from around the state on their off duty time to participate in the New Hampshire Special Olympics Summer Games in Durham during the weekend of June 5-7. The officers helped award medals and ribbons to the athletes and participated in the traditional opening ceremony cruiser parade.



*Officer Lazos (left) at the Special Olympics Summer Games*

On June 5, Dover Police Department employees and family members participated in a leg of the New Hampshire Special Olympics Law Enforcement Torch Run. These volunteers relayed the "Flame of Hope" over a distance of five miles from the City of Somersworth to the Town of Madbury. The Law Enforcement Torch Run is one of the largest Special Olympics fundraising events in New Hampshire. The participating Dover Police Department employees raised several hundred dollars for this charity.



*Officer Alex Mitrush (with daughter Hazel, 8 months), Officer Greg Turner (with daughter Julianna, 16 months), Officers David Collis and Juel Cooper, MIS Coordinator Brian Bortz, and Sergeant Marn Speidel prepare to begin the Dover leg of the NH Special Olympics Law Enforcement Torch Run at Strafford Farms.*

On June 24, the City co-hosted an event with the SBA. The event, at which the Assistant City Manager spoke, was a roundtable discussion for local lenders to learn more about the City's Economic Loan pool, as well as various SBA programs that small businesses can take advantage of.



### Police Facility & Parking Garage

During the month of June, crews began the erection of the steel frame of the police facility. Completion of the steel structure will occur during the second week of July. Foundation work for the garage building continued during June and will be completed in July. The precast concrete panels that make up the garage structure will be erected beginning in August.



*View of police facility construction site from Chestnut Street.*

# City Programs

## Gym

Registrations were ongoing for summer programs, including theater and summer camps. On-Track accepted more registrations and continued practices, and had 25 athletes in the program. The regional meet will be held on Tuesday, July 7th at the DHS track. The state meet will follow on July 17th in Pelham. Playgrounds continued to accept registrations and began on June 22nd. The program will continue for 7 weeks, and includes activities at the playgrounds, transportation to the Jenny Thompson Pool, and weekly field trips. Fun on Stage is a theater and music camp that was held June 22nd to June 26th at the City Hall Auditorium. The program filled quickly but the instructor was able to add some from the waitlist. Music Theater began on June 29th for the older kids and is also full. Adult fitness classes continued with Interval Toning beginning an early morning summer session on Tuesdays & Thursdays at 7:30am. Yoga and Zumba® continued with new sessions beginning in June.

## Pool

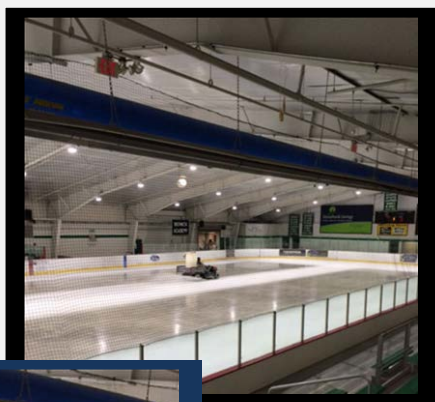
The Jenny Thompson Pool opened to the public on June 22nd and has been very busy with camps such as Berwick Academy, St. Mary's, Tri-Star, Kittery Recreation, Eliot Recreation as well as the City of Dover summer camps. The Indoor Pool started their sessions of swim lessons on June 22nd, Swim lessons are 97% full at the moment. Swim teams such as Seacoast Swimming, Oyster River, Exeter Swim Team and Cannonball Swim have been taking advantage of both facilities and practicing on a regular basis. The Jenny Thompson Outdoor Pool sees between 150 and 300 rec swimmers per day with an additional 20-30 coming to swim laps. The Indoor Pool has seen the usual 75 lap swimmers as well per day. Hydrofitness has continued for the summer and regularly has about 15-20 participants. During the month of June the Jenny Thompson pool hosted two weekend long swim meets that were all well attended and ran very smoothly.

## Ice Arena

During the month of June the Arena is closed to ice skating for our annual maintenance program. All of the mechanical systems are prepared for the next season; locker rooms and common areas are thoroughly cleaned and painted. New energy saving light fixtures are being installed throughout the facility and should result in significant energy savings. The summer program sign ups have started and on July 5th and the arena will open to a new summer season of adult and youth hockey and skating programs and summer hockey camps. The Foster Arena continues with off ice activities and events. Camp Kool is full and operates Monday through Friday. Camp Kool utilizes the Foster Arena, Jenny Thompson Pool and surrounding grassy areas for a variety of kids summer camp activities. Roller Derby continues throughout the summer with practices and bouts. The most recent bout was Saturday, June 27 at the Foster Arena. Their next bout is Saturday, July 25th. Adult and youth stick practice: 0 participants, Birthday Parties 0 (Arena Closed for Maintenance)

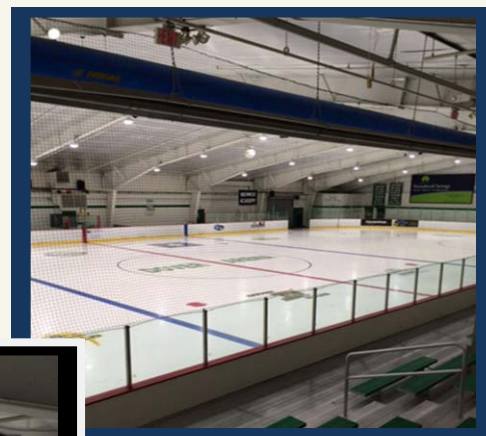
Pictures showing the sequence of ice being installed from start to finish.

Step 1: Floor with 4 coats of water.

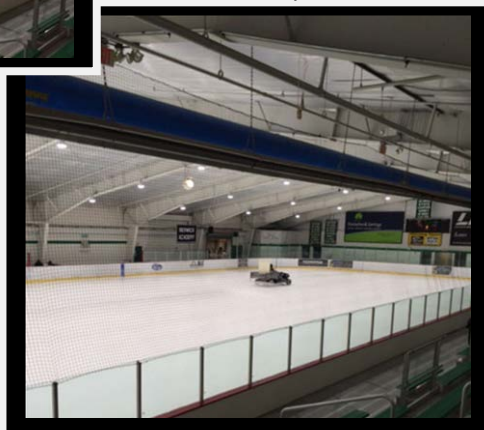


Step 2: First coat of ice paint.

Step 3: Final coat of ice paint.



Step 4: Finished product with logos and lines.



It takes approximately 16 working hours to install the white paint, the logos and lines on the rink. Then it takes about 6-7 days of applying water to build the ice depth to 1.5 inches to be ready to skate on. The Zamboni is used to apply water after manually sealing by hand with an 8 foot spray bar. This happens once per year for each ice rink at the Arena. Arena personnel take the ice out on the Holt Rink the week before Memorial Day and put it back so it can open right after July 4th. On the Foster Rink, the ice is taken out at the end of March and is put in back in so it can be open the last week of September.

### **Senior Center**

In addition to all ongoing activities, the Senior Center members continue to use all fitness areas at Dover Recreation. Senior exercise and yoga classes are held Monday through Thursday mornings. The walking group has resumed walking outside at long last! Pickleball continues to be a great draw for new members. Pickleball combines elements of tennis and ping pong on a badminton sized court, using a wiffle ball. Pickleball is held Friday mornings at 9am. In June, 146 people enjoyed learning and playing this new lifetime sport! Exercise classes are bursting too, with a total participation of 334 this month in senior fitness classes! 35 seniors joined us for lunch this month at the Senior Center. The Center has partnered with Portable Pantry (downstairs in the McConnell Center) to be able to offer a greater variety of lunch specials! The Center hosted an important talk via the Alzheimer's Association called "Early Detection Matters – Know the 10 Signs." Fore! Senior Center members enjoyed a free round of golf at Rochester Country Club on June 9<sup>th</sup>. Members enjoy one day of free golf at RCC or Nippo Lake in Barrington each month of summer. The Senior Center's travel department took 43 folks to the Providence Performing Arts Center to see the Tony Award-winning Broadway hit, *Kinky Boots* (photo). Also had 27 people go to Foxwoods for a day at the casino. The Senior Center was also pleased to present a unique program by the Pontine Theater, "New England Utopia." 26 Members attended this event and learned a lot about Bronson Alcott, George Ripley, and Ralph Waldo Emerson and their effect on the transcendental movement in New England. Senior Advisory Board meeting: 7 participants, Mystery Lunch: 54 participants, Senior Center Lunches: 35, No Social due to Picnic July 1<sup>st</sup>



### **Public Library**

"Game Night" has become so popular that the library will offer it as a recurring monthly program on the 3<sup>rd</sup> Wednesday of each month beginning at 6pm. Novices and game experts are all welcome!

The Friends of the Library's annual Cookbook Booksale, June 22-27, netted \$468.

The library's Summer Reading Programs, each with a superhero theme, kicked off on June 29. There are separate programs for children, teens, and (new this year!) adults. By month's end, only two days into the program, there were 364 sign-ups.

Technical Services staff (with the aid of library volunteers) have begun a project to identify and label fiction books in series so library patrons may easily discern the correct order in which to read a series.

There were 34 June programs offered at the library including story times, craft table sessions, a maker workshop on learning to solder, movie showings, Paws for Reading, Lego Saturday, 2 author visits, Game Night, a Healthcare Literacy session and 2 retirement planning programs. The Kick-off program for the children's Summer Reading Program was "Jungle Jim's Superhero Training" on June 30 which attracted a large audience of 142 kids and parents. (Thank you to Measured Progress for their sponsorship of this popular program!) Total attendance at library programs in June was 1,135.



### **Dover Youth to Youth:**

Two Dover Y2Y teams participated in the annual Granite Youth Film Fest sponsored by the United Way of the Greater Seacoast. The films were premiered at an event at the Epping O'Neil Cinemas on June 14<sup>th</sup>. This Film Fest features student-made films that raise awareness about the dangers of underage drinking, marijuana use, and prescription drug abuse. Teens experience the full process of film production: budgeting, pitching their idea, making a movie, and premiering their movies at a theater.

On June 22nd, Dover Y2Y celebrated the end of the school year with its annual Awards Banquet at the Dover Elks Lodge. The evening included dinner, performances by students, scholarships provided to 4 graduating seniors, 6 individual awards for leadership and the Dover Y2Y Advocate of the Year award. DHS junior Avery Munoz was selected as the high school Youth Advocate of the Year and 8th grader Will Demers was awarded the middle school advocacy award.



### **Dover Coalition for Youth:**

The United Way currently has contracts with Epping Middle and High School, and Newmarket Junior Senior High School to implement youth empowerment. Vicki Hebert, with the assistance of members of Dover Youth to Youth, has been providing technical assistance to these teams. During the month of June, staff worked with the teams on their films for the 3<sup>rd</sup> Annual Granite Youth Film Festival that took place on June 14<sup>th</sup> and 15<sup>th</sup>. Staff also assisted Newmarket Junior Senior High School implement sticker shock on June 12<sup>th</sup>.

The family support group organization Families Hoping and Coping just formed a Board of Directors and Vicki Hebert was asked to serve on the board. The organization is looking to establish itself as a non profit 501(c)3 organization and broaden its mission and work to include prevention, treatment and recovery for individuals and families struggling with substance use disorders. The first board meeting took place on Monday June 29<sup>th</sup>.

### **Community Service Program**

The Community Service program continued to track six active participants during the month of June 2015. A total of 12 hours of community service hours were completed during the month and three of the participants finished his/her assigned hours.

### **Dover Teen Center**

The Dover Teen Center calendar for June 2015 consisted of educational and social programming for its youth participants. For the month of June 2015, the Teen Center saw a total of 501 participants on 21 days of programming, which yielded an average of nearly 24 participants per day.

Some program highlights for the month of June 2015 included, but were not limited to the following:

Snack Special – “Hot Dogs”; Trip – “Seacoast Mavericks Baseball Game”; Snack Special – “Root Beer Floats”; Sports Event – “Frisbee Golf”; Special Program – “Community Buck\$ and Academic Challenge Raffle”; Special Event – “School’s Out BBQ”; Trip – “Alton Bay”; Trip – “York Beach”; Music Event – “DoverPalooza School’s Out Show”; Trip – “Marden’s & Mousam Lake”; Trip – “Old Orchard Beach”; Trip – “Portland Sea Dogs Baseball - Night Game” (pictured right)



The Dover Teen Center received 9 new registrations in June 2015.



### **The Dover Court Diversion Committee**

The Diversion Committee met on June 18, 2015. As of the end of the month, there were a total of 6 active or pending Diversion cases. Below is the breakdown:

3 cases already in active Diversion Contracts  
3 successful completion and release  
0 new case heard

There are no new cases awaiting review for the July 16, 2015 meeting.

# Capital Improvements Program

Fiscal Years 2015 through 2020

## Major Projects – FY2015

Cemetery Improvements  
City Hall Roof Repairs  
Police Cruiser Replacement Program  
PW Heavy Equipment  
General Streets Improvements  
General Sidewalk Improvements  
Bridge Improvements  
Drainage System Improvements  
Traffic Calming Improvements  
Traffic Signal Upgrades  
Old Colony Road Drainage  
Railroad Crossing Improvements  
Street Recon – Silver Street  
Street Recon – Watson Road  
Street Recon – Oak/Broadway Area  
Street Recon – Tanglewood Drive  
Bunker Gear Replacement  
Replace South End Station Roof  
Breathing Apparatus Replacement  
Arena Locker Room & Foster Rink Impr.  
Guppy Park Field Improvements  
Henry Law Park Improvements  
Library Books & Collections  
Garrison Elementary Roof Replacement  
High School & Dunaway Field  
Regional Career Tech Improvement  
Economic Development Park  
Downtown Parking System Impr.  
Water Main – Spaulding Turnpike  
Water System Facilities Upgrade  
Water & Sewer Heavy Equip Repl.  
Water & Sewer Main Replacement-City  
Water Meter Replacement  
WWTF & Well Equip.  
Water & Sewer Light Vehicle Repl.  
Wellhead Protection  
Water Main Repl: Oak/Broadway, Silver  
Inflow/Infiltration Study & Migration  
Sewer Main – Spaulding Turnpike  
Pump Station Equip Replace-Maint.  
Force Main Charles St .Pump Station  
Sewer Main-Oak,Broadway

*The projects listed above represent the legitimate equipment and infrastructure needs supporting the diverse requirements of our community. I, as City Manager, have proposed a multi-year capital project schedule and developed a financial plan that will support the City's needs by using varied sources of funding that continue our ongoing need to migrate away from the use of debt. This program proposes to sustain a positive trend of including increased regular, recurring capital maintenance within our annual operating budgets including the ongoing funding and use of capital reserves in order to reach more appropriate levels for a community of our size and character. The CIP document/schedule can be viewed on the City of Dover website.*

## Project Updates

### STREET IMPROVEMENTS

**Current:** Highway Supervisor is scheduling a meeting with the paving company to develop a schedule.

**Previous:** The paving bid was awarded to Continental Paving.

### TOLEND ROAD RECONSTRUCTION

**Current:** The City is working on reaching an agreement with AEC for completion of Tolend Road.

**Previous:** The City is working on reaching an agreement with AEC for completion of Tolend Road.

### TOLEND LANDFILL REMEDIATION

**Current:** The meeting held with EPA on June 10<sup>th</sup> with the new EPA project manager focused on review of the 2014 Annual Report summarizing activities at the site in 2014, and discussing how to reduce EPA oversight costs which have been averaging over \$100,000 annually to the PRP 's.

Managing excessive iron in the leachate has been an ongoing challenge clogging pipes in the remediation system and the sewer force main. Iron clogged a portion of the gravity sewer line at the end of June. Efforts are under way to clean the gravity line, and modifications to the force main cleaning procedures and ways to ease the iron formation are being reviewed by the engineering consultant.

**Previous:** A meeting has been scheduled with EPA and NHDES to review the 2014 Annual Report which summarizes activities and performance of the remedial system.

### WATER FACILITIES UPGRADE

**Current:** Staff ran discharge piping for the 2nd production well at Willand Pond. Underwood is preparing a survey and borings. Number 1 and 2 wells at Willand Pond are running for a 90 day water quality test.

**Previous:** Underwood Engineering has begun to work on the water facility plan design work.

#### **WASTEWATER TREATMENT FACILITY**

**Current:** Wastewater Treatment Plant upgrade is continuing and the nitrogen reduction process is scheduled to be initiated later this summer and expected to be fully operational by September significantly reducing nitrogen in the plant effluent discharge.

**Previous:** Dover and the Great Bay Municipal Coalition communities have collaborated with UNH researchers and submitted a proposal to SeaGrant for a two year study of water quality components in the estuary. The data results from the sampling will be input into the Coalition's hydrodynamic model for analysis. The grant is for \$200,000 and requires a match of \$100,000 from the Coalition communities.

#### **SILVER STREET RECONSTRUCTION**

**Current:** Construction continues on Silver Street from Arch Street to Central Avenue. The water main is nearly complete on Silver Street and drainage will continue between Belknap Street and Central Avenue.

**Previous:** Construction continues on Silver Street from Arch Street to Central Avenue. The water and drainage is near completion from Arch Street to Belknap Street. Half the roadway from Arch Street to Cushing Street has been boxed out and gravels installed.

#### **WATSON ROAD RECONSTRUCTION**

**Current:** Watson Road is complete. Only minor punch list items remain.

**Previous:** The contractor has base paved the roadway between Sandpiper Drive and Cardinal Drive and is now working on stabilizing the side slopes.

#### **KEATING / BIRCHWOOD RECONSTRUCTION**

**Current:** The engineering design contract for Dubois and King was approved at the June 26th City Council meeting. We will schedule a project kick-off meeting in the beginning of July.

**Previous:** Staff has reviewed engineering design proposals for the Keating/Birchwood Area Reconstruction Project and selected Dubois and King. The contract is being finalized and will be presented to the Council at the June 26th meeting. The project will include improvements to the sewer, drainage, roadway and sidewalks on Hayes Lane, Keating Avenue, Renaud Avenue, Shamrock Lane, Birchwood Place, and Emmit Street.

#### **COCHECHO RIVER DREDGING:**

**Current:** Soil from the Orchard Street project is beginning to be placed in the dredge cell for use later as a capping material. The major excavation at Orchard Street is scheduled to take place over the winter and the soil will be placed in the dredge cell and stored until needed to cap and close the facility.

GZA the engineering firm that completed the environmental characterization of the River Street property has provided a work scope to oversee the removal and backfilling of the approximately 13,000 cubic yards of unsuitable soil left at the former DPW site. NHDES has approved disposal of this soil in the dredge cell for disposal. A contract with GZA will be presented to the Council for approval once a funding source has been identified.



**Previous:** The redevelopment of River Street will require the removal of unsuitable material which NHDES has given the city a waiver to place in the dredge cell. A portion of the material was placed in the dredge cell during the first dredge season to provide a stable base for equipment to manage incoming dredge spoils. An estimated 13,000 cubic yards of additional material remains to be placed in the cell. An engineering firm will be needed to plan and oversee the removal and manage the backfilling of the excavated area to insure all unsuitable material is removed from the site and backfill is properly compacted to facilitate redevelopment of the property.

#### **RICHARDSON DRIVE RECONSTRUCTION**

**Current:** The engineering design contract for Tighe & Bond was approved at the June 26th City Council meeting. We will schedule a project kick-off meeting in the beginning of July.

**Previous:** Staff has reviewed proposals for the engineering design for the reconstruction of Richardson Drive and selected Tighe & Bond. The contract is being finalized and will be presented to the Council at the June 26th meet. The project entails roadway reclamation, repaving, new curbing and general street improvements, as well as the extension of new sewer line that will connect to the recently constructed sewer line located in Old Stage Road.

#### **LEIGHTON WAY PUMP STATION REPLACEMENT**

**Current:** Thirty percent design completed and has been reviewed by staff for concept and pump type, CMA moving to 60% design drawings and specs.

**Previous:** CMA Engineering has begun the Leighton Way pump station design with surveying and borings.

#### **NELSON ROAD RECONSTRUCTION**

**Current:** Staff is in the process of negotiating modifications to the design engineering contract.

**Previous:** N/A

#### **INFLOW & INFILTRATION**

**Current:** Current project is out to Bid.

**Previous:** CMA Engineering has begun the Leighton Way pump station design with surveying and borings.

#### **TRAFFIC SIGNAL UPGRADE**

**Current:** Sebago is working on load calculations for the state of NH to use the Mono pole on exit 7, this will allow them to upload the traffic data onto the network system to improve flow on Back River Road and Mill Street.

**Previous:** N/A

## Recognition

The Friends of the Library will donate \$1300 to support the library's Summer Reading Programs. The Friends also renewed passes (2) for the Children's Museum of NH for \$600.

Maple Suites at 30 Holiday Drive invited all first responders to a breakfast to honor them. The duty shift had breakfast with the residents and intermingled while they thanked them for the service that is provided to them and the Community.



*Fire 7 Rescue personnel share good conversation and a breakfast at Maple Suites.*

Fire 7 Rescue members attended the last day of Garrison School where Elaine DeWolfe, Special Education Teacher, was retiring. Elaine and the Dover Fire or the George Grenier Memorial Organization has had a long relationship of visiting the school and hosting parties for her special needs classroom over the last twenty years. Fire & Rescue members presented her with some gifts to thank her for her service and what she meant to Dover Fire!



*Fire & Rescue show their appreciation to long-time Special Education Teacher, Elaine DeWolfe.*

Thomas Staiti "TJ" is the newest employee at Dover Fire & Rescue. TJ grew up and lives in Wilton, NH. TJ worked for Asplundh Tree Expert Company and 8 months later was operating a truck and crew as the youngest bucket truck operator in the state. Two years later he got offered to run and operate the tallest bucket in the state. TJ's father has been on the Wilton volunteer fire department his whole life so when TJ turned 17 years old he started as an explorer on the Fire Department. TJ is engaged to his high school girlfriend and they currently live in Wilton with their two dogs. In his off time he likes to go for motorcycle rides, go fishing, skiing, and likes to snowmobile and hang out with friends and family. If you see TJ on the road please say, "Hi" to him and introduce yourself. (pictured right)



Noah (pictured right) is from Nottingham, NH and is a senior at Eastern Kentucky University. He is home on summer break and is performing 240 hours with Dover Fire & Rescue. Noah is interested in fire investigation and enjoys the outdoors.



*Intern, Noah Switzer*

Robert Rosselli (pictured right) is interning at Dover Fire & Rescue to satisfy a co-op requirement for the program at Eastern Kentucky University. Robby has been a member of the Rollinsford Fire Department since joining the Explorer Post when he was sixteen. After graduating from Saint Thomas Aquinas High School, he decided to continue his education by going to Lakes Region Community College in Belmont NH. He went to LRCC for 2 years and when completed, chose to go to Eastern Kentucky University.



*Intern, Robert Rosselli*

In June, the City welcomed a new Masters in Public Administration Fellow, Michal Zahorik. Michael is a student at the University of Southern Maine. While in Dover for the summer, Michal is working with Planning staff to develop an updated catalog of City owned property, including listing recommendations of disposal if the property is surplus. This document will be completed in July and made available to the public as well as staff for review. Michal is also working on developing an ordinance for Dover's Right of Ways. This work is cross departmental and allows Michal to see how the various departments work together to address issues and coordinate efforts.

# Professional Development

Attorney Blenkinsop attended a NH Bar Association continuing legal education program on ethics and legal writing.

Technology Librarian Peggy Thrasher attended a NELA workshop at the Portsmouth Public Library entitled "Reboot Your Website" on June 5.

Various city staff completed CPR and AED training, initially online and through a follow-up live practice session at the Fire Department.

All library circulation staff completed a webinar for Hoopla training on June 16. Hoopla service (downloadable movies, TV, music, eBooks) will begin for library patrons on July 6.

Library staff attended webinars during June on the topics of Social Media Lessons, Customer Service in Social Media, and The Best Graphic Novels of 2015. Staff also took several online Lynda.com courses in: Designing a Brochure, Getting Started in Graphic Design, Web Design Fundamentals, and Prezi Essential Training.

On June 10<sup>th</sup> the Purchasing Agent provided training to Department heads on Purchasing Rules and Regulations 101.

The Fire & Rescue Command Staff provided a "handling emergencies" class for the new camp counselors and recreation employees. The Deputy went over basic first aid and how to handle ensuring the citizens get quick, safe help and environmental awareness.

Fire & Rescue members attended our transition course from EMT Intermediate to the new State level of Advance Emergency Medical Technician (AEMT). This forty hour course makes each student eligible to test for the National Registry Certification. The course was given at Servpro on Industrial Park Drive.

Fire 7 Rescue Command Staff attended a webinar; Fire Ground Strategies: When Buildings Change the Rules of the Game. This class highlights the strategies of building fires in the newer building construction methods.

On June 23, 2015, Officer Sean Kennedy attended Glock Armorer Training. This allows Officer Kennedy to perform maintenance on the Police Department's handguns.

On June 22-25, Officer Courter travelled to New Mexico and attended training covering the topic of Terrorist Bombing Response. Officer Courter was able to attend this training at no cost to the City of Dover because the cost of the school was covered by the NH Department of Homeland Security.

On June 2-5, 2015, Sergeants Collopy and Tarmey attended Rifle Instructor training. Officers must be certified instructors in order to train and qualify other officers on the patrol rifle.

From June 23-25, 2015, Officer Feliciano taught approximately 24 certified police officers from different agencies throughout the state on how to respond to active shooting situations. During those three days, Officer Feliciano provided officers with techniques on how to properly encounter an active shooter. Four of the officers that went through the training were Dover police officers Cooper, Dunne, Lilyestrom, and Yerardi. This training came at no cost to the Dover Police Department as it is funded by the NH Department of Homeland Security. Any costs to fill shifts vacated by the officers attending this training were also reimbursed by the NH Department of Homeland Security.



This was a busy month for Fire & Rescue personnel getting qualified to operate apparatus. There is a rigorous training requirement that is different for every vehicle. The most difficult of all is Truck 1. This month Firefighter/Paramedic, Pat Simmons, was checked off on Engine 5. Engineer/Paramedic, Shawn Croteau was checked off on Truck 1 and Engineer, Beth Mason was checked off on Truck 1. The testing process to be able to operate the vehicles can last from 3 hours to 6 hours.

Fire & Rescue Command Staff attended the NH State Candidate Physical Ability Testing (CPAT). This was part the NH Fire Academy testing for the entire State of NH. This is a requirement to pass, along with other requirements, to be hired within the State of NH. June's process had over 100 candidate's statewide test for this coveted certification over a three-day period. Fire & Rescue Assistant Chief participated on one day of the process and the Deputy Chief participated one day.

The month of June Dover Fire & Rescue has Safety Stand-Down Week. This is a week of highlighting safety messages and drills that are life saving for Dover citizens and members. Below in window prop, firefighters practice ways to escape out a window if they get in trouble. It also allows us to demonstrate how to deploy a rope device if they need to go out a second story window.



Matt Rabideau, Maintenance Mechanic II, attended the Backflow Prevention Training Review sponsored by the New England Water Environment Association in Hartford, CT.

Ryan Grass, Maintenance Mechanic II, Brian Landry, Maintenance Mechanic II, and Jason Lavoie, Utilities Foreman, attended the Collection System Math and O&M class in Franklin, NH. Sponsored by the Northeast Water and Wastewater Training Associates.

Dave White, City Engineer, attended the Annual NH Emergency Preparedness Conference sponsored by the New Hampshire Department of Health and Human Services in Manchester, NH.

Bill Boulanger, Superintendent of PW and Utilities, Gretchen Young, Assistant City Engineer and Shannon Sweeney, Management Analyst, attended the annual Northeast Regional User Conference sponsored by VUEWorks in Boston, MA.

Raymond Vermette, WWTF Supervisor, attended the New England Water Environment Spring Meeting and Exhibit June 7-10<sup>th</sup> at the Mount Washington Resort in Bretton Woods, NH.

## EMPLOYEE SPOTLIGHT



Kerry Boston was a little apprehensive about sharing her life with all of us, although she is more than happy to share all the new things her grandchildren do with her to fellow staffers down in the Police Department.

Kerry has been with the Dover Police Department for 21 years. The first five years were in the Prosecution Division and the last sixteen years have been in the Records Division. Kerry spends a good portion of her day reading reports, classifying crimes for NIBRS (National Incident-Based Reporting System) and preparing and scanning reports for the in-house Prosecution Division, County Attorney, Attorney General's Office or just for storage and seeing that the documents are properly archived. Although those are Kerry's primary duties, employees are all cross trained in the Records Division so "no two days are alike." There is always something different to do or to help with. She could be helping someone at the 'window', adding information to a defendant's history, processing traffic violations or arrest reports, sending copies of reports to other police agencies, answering phones, calling the courts for information, helping DCYF with Intel, assisting our Police Officers with some clerical duties or scanning. She will never know what the day will be like on her way into work. Kerry has worked on numerous types of cases from parking violations all the way up to homicides.



Kerry says the bad part of the job, or the part she doesn't like, is that she doesn't get to see the best side of people. She says it can be very disheartening reading crimes all day and seeing what people can do to one another.

Kerry resides in Rochester with her friend, Ernie. She enjoys flower and vegetable gardening, cooking and Sunday dinners. Kerry says her life revolves around her daughter, Ashlyn, and her wonderful (and adorable as you can see!) grandchildren, Brody (age 6), Brooke (age 4) and Kerry's dog Romeo – who she says she did not name! They all keep Kerry very entertained and busy and she says every day spent with them is a GOOD day.

We appreciate Kerry filling us in on her story, and we certainly appreciate her 21 years of service to the City of Dover. Thank you Kerry!

**The City Manager kept the City Council up to date with various emails throughout the month. Most are highlighted below:**

- The City Manager sent the City Council the Notice of Decision in the suit Clay v. City of Dover.
- The City Council received an update by the City Manager on the status of Tolend Road.
- The Council was copied on an email the City Manager sent to the State House Finance Committee, requesting their support of HB577.
- City Manager Joyal forwarded a copy of the City Clerk's email to the Council, which included two ballot petitions.
- The City Council received an explanation of the statutory process on the formation of a Petition Committee by the City Manager.
- The City Manager advised the Council of the retirement of Chief Richard Driscoll.
- The Manager forwarded a link "As Budget Debate Boils, Schools Everywhere Lean On Local Taxpayers" to the City Council.
- An explanation on Lobbyists was provided to the Council by the City Manager.
- The City Manager provided the upcoming City Council meeting schedule to the Council.
- The City Manager gave another update on Tolend Road to the City Council.
- The Council received an article from the Manager on a report recently produced by NH Public Radio that highlights the continued downshifting of the State's fiscal crisis onto the backs of local property taxpayers.
- The City Manager forwarded additional State Aid Information to the Council.
- An updated meeting schedule was sent to the City Council by the City Manager.
- Along with the above updates to the City Council, the City Manager provided follow up and responses to individuals where the City Manager was included in the initial correspondence to Council members.

The City Manager attended a three day NHMMA Conference.

Although this month Public Welfare's spending and numbers went up, overall it is still below what it has been in the past. In most cases, individuals are at least working part time so the department has to provide less financial assistance. A major factor for the financial increase this month was the fact that the department had to purchase some very expensive medication that was needed until the person can get on the Bridge Program, as they are not eligible for Medicaid from the State.

The City Manager's Assistant coordinated 9 recruitment postings during the month of June.

# Parking & Traffic

## **Parking Bureau**

Parking Manager Bill Simons met with Library and McConnell Center staff to assist with laying out additional accessible parking spaces in the lot. The Library would like to go from two to four accessible parking spaces by the children's room entrance and the McConnell Center needs to update its pavement markings to comply with state regulations while at the same time adding accessible parking capacity.

Parking Bureau staff assisted Community Services throughout the month posting parking restrictions for street cleaning and striping.

The lease to return control of the Locust Street parking lot to the city from the court system, in exchange for seven spaces on St. Thomas Street by Atkinson Street, will be before the Governor and Executive Council for review in late July. If signed, a time-limit ordinance for the court parking areas on St. Thomas Street will be brought before the City Council as part of the agreement.

At their July meeting, the Parking Commission will review draft RFPs with Assistant City Manager Chris Parker for potential in-fill development of the Third/Chestnut Street parking lots as well as the area between the Trella House and Cocheco Park Apartments in the Orchard Street lot. They will also consider an exemption to paid parking for vehicles displaying Veteran registration plates.

## **Traffic Bureau**

The Police Department performed a series of grant-funded patrols while participating in a statewide initiative entitled "Join the NH Clique", modeled after the national "Click It or Ticket" program. In the months of May and June, Dover officers performed stationary patrols in the areas of Bellamy Road, Durham Road, Dover Point Road, Garrison Road and Back River Road. These were intended to emphasize appropriate seat belt use for those traveling in the area of the Dover Middle and High Schools, Portsmouth Christian Academy, and St. Thomas Aquinas High School. During these patrols, officers made a total of 70 traffic stops, issued 6 summonses and 26 warnings for child restraint related violations, and issued 3 summonses and 19 warnings for other offenses.

The 72<sup>nd</sup> annual New Hampshire Soap Box Derby was held on Sunday, June 7. Dover hosts the New Hampshire state championship for the gravity-powered racers, open to boys and girls between the ages of 8 and 17. Sgt. Speidel coordinated the road closure and detour plan for this event and distributed notices to affected residents.

On June 12, Dover officers participated in the Operation Safe Commute statewide coordinated enforcement initiative. The date was selected by the New Hampshire Highway Safety Agency. Extra traffic patrols were performed during peak commuting hours under a contract from NHSA which reimburses the agency's personnel costs. Targeted violations included moving violations – including speeding - tending toward aggressive driving behavior or distracted driving. Targeted locations on that date included Central Avenue, Old Rochester Road, Tolend Road, Middle Road, Sixth Street and Indian Brook Drive.

Sergeant Speidel coordinated all traffic control particulars for the sixth annual Avis Goodwin Father's Day 5K Road Race on June 21. This included the deployment of directional signs, barricades and cones to facilitate road closures and traffic diversions, scheduling and assignment of police personnel, and coordinating with event organizers on other logistical matters. This event was part of the Dover Race Series.



Traffic Bureau personnel worked closely with Community Services staff to coordinate several City work projects this month. These included the removal of the traffic median on Chestnut Street at the Orchard Street Lot entrance, as part of the ongoing police/parking garage facility construction and in preparation for future Chestnut Street improvements. Other projects included water line work in the 600 block of Central Avenue, which required advance posting of parking restrictions to accommodate traffic lane shifts in the work zone.

Sergeant Speidel teamed up with on-air personality Roy Sullivan and other staff from WOKQ to create a short video tutorial on the new "Hands Free" law affecting the use of mobile electronic devices while driving, which went into effect on July 1. The video can be viewed on WOKQ's website.

The Speed Monitoring and Awareness RADAR trailer was deployed in several different locations during the month of June, including Central Avenue, Back River Road, Portland Avenue, Glenwood Avenue, Middle Road and Sixth Street.

In addition to the events noted above, the Traffic Bureau helped coordinate or provided equipment to facilitate event parking, road closures, or other traffic control particulars for the following events or construction related activities during the month June:

Seacoast Grower's Association Farmer's Market, June 3, 10, 17, 24

Dover Youth Softball regional tournament, Maglaras Park, June 6-7

Neighborhood block party on Florence Street, June 27

Neighborhood block party on Tanglewood Drive, June 27

## Progression & Growth

On June 8th, the Assistant City Manager attended the State of New Hampshire regional public hearing on the State's Community Development Block Grant Consolidated Plan. Similar to efforts that the City went through over the winter, to gather public input on the plan, the State hosted the event in Portsmouth, and sought feedback on the programs the State funds with the CDBG monies.

On June 8<sup>th</sup>, the Assistant City Manager attended the Chamber of Commerce's Government Affairs Committee meeting. The Executive Editor of Seacoast Media, Howard Altschiller. Mr. Altschiller spoke about the goals Seacoast Media has for Fosters and how it is looking to remain a local paper.

In June, Planning and Community Development staff continued to update the City website with 3 presentations and reports regarding updates to the Community Revitalization Tax Relief program, the Community Development Block Grant Program, and energy savings. There are now over 350 sources of information listed. This data can be found on the Planning Department's web page.

The Department of Planning and Community Development received the third annual Measurement and Verification report from Johnson Controls, Inc. (JCI) reporting the third full year of implementation of infrastructure improvements. For this year, the City saw a savings of \$341,079.00 from the measures implemented under the JCI energy performance contract with the City of Dover. Projected cost savings for the third year of implementation were \$337,280.00. The JCI report indicates the costs savings were above the guaranteed cost avoidance by \$3,799.00. The goals of the contract are to cut energy costs, provide capital upgrades, increase the energy efficiency and the reliability of the City's mechanical and electrical systems, and to maintain or increase occupant comfort and well-being.

Savings realized by the project during Contract year 3 totals electricity: \$113,528.00, thermal \$165,139.00, and water/sewer savings equaling \$13,843. According to the report, the original annual savings guarantee of \$304,510 includes \$256,990 in energy cost avoidance, \$13,680 in operations and maintenance (O&M) cost avoidance, and a future capital cost avoidance of \$33,840. This initial savings guarantee was increased from the original amount to \$319,463 due to a lighting retrofit project at the McConnell Center. The annual guaranteed energy savings amount escalates by 3% and the O&M savings escalates by 4% each year to compensate for inflation. When those escalations are added in, the guaranteed savings was projected at \$337,280.00.

Planning and Community Development staff continued to assist the Cochecho Waterfront Development Advisory Commission in its pursuit of developing the City's River Street parcel. The Staff coordinated interviews for four respondents to the request for proposals for the work to be completed in designing a concept plan and permitting and engineering the site work necessary to create and clean and developable site. Interviews were held in June, by a selection committee before a selection is suggested to the CWDAC, in July, and subsequently to the City Council.

Planning and Community Development staff worked to address changes to zoning amendments which the Planning Board has been working on for over a year. The work was a follow up to two public hearings. In addition, the Assistant City Manager attended the Ordinance Committee meeting of June 16 to address formatting concerns.

The Assistant City Manager worked on redrafting the request for proposals for the Third Street Parking Lot. The Assistant took input from the Parking Commission, as well as other stakeholders to redraft and address some concerns that were expressed about the previous draft. The Parking Commission will review the new draft in July.

### **Planning Board:**

- ◆ Held 2 public hearings on proposed zoning amendments to the Zoning Ordinance (Chapter 170), per NH RSA 675:2 & 675:7, to redefine “Build to Line”, to create a Heritage Residential District in the area bounded by Locust Street, Rutland Street, Fisher Street and Washington Street, to revise front setbacks/build to lines in the RM-U, R-20, R-12 and CBD General districts, to limit the height in the CBD General sub-district to 5 stories, to revise sign regulations and to limit residential density in the CBD Downtown Gateway and Mixed Use sub-districts, allow more flexible industrial uses in the I-2, I-4 and ETP districts, allow Alternative Treatment Centers in the B-4 and I-2 districts, remove architectural requirements for CBD Mixed Use residential, update the Groundwater Protection District Map, add a Floodplain Development Overlay District, revise Excavation permits allowing for 2 year review, revise definitions for freestanding signs and sign area, revise temporary sign regulations (citywide), streamline the sign permit process, restrict sign illumination in the CBD Downtown Gateway sub-district; amend the Mill Motif Design criteria for the CBD District, remove duplicative off street parking requirements, revise code enforcement language to reflect State statute, and to remove clerical and scriveners’ errors.
- ◆ Approved a Conditional Use Permit for Changing Places, LLC (Owner: Jeffrey & Darlene White), Assessor’s Map F, Lot 15, zoned R-40, located at Emerald Lane. Proposal is to build a subdivision road and associated utilities that will impact 4,900 sq. ft. of the 50-foot wetlands buffer.
- ◆ Approved an Open Space Subdivision for Changing Places, LLC (Owner: Jeffrey & Darlene White), Assessor’s Map F, Lot 15, zoned R-40, located at Emerald Lane. (49 lots)
- ◆ Approved a Minor Lot Line Adjustment for 7 South, LLC (Owners: 7 South, LLC and State of NH Department of Transportation), Assessor’s Map 15 Lot 4, zoned B-5, located at Central Avenue and Spaulding Turnpike Exit 7.
- ◆ Approved a Minor Subdivision, for Varney Brook Lands, LLC, Assessor’s Map K, Lot 19, zoned ETP, located at Thornwood Lane (1 new lot).
- ◆ Approved a Minor Lot Line Adjustment for Varney Brook Lands, LLC (Owners: Varney Brooks Lands, LLC and Dover Point Road 252, LLC), Assessor’s Map K, Lots 19 & 19-2, zoned ETP, located at Thornwood Lane.
- ◆ Discussed and tabled a Waiver for First Rate Real Estate Group, LLC, Assessor’s Map 2, Lot 76, zoned CBD, located at 11 Court Street (proposal is to waive the pavement setback requirement of 5 ft. on side and rear property lines and 10 ft. on front property lines per Site Review Regulations 149-15C).
- ◆ Considered and tabled and held a site walk for a Site Plan Review for Dubois Family 2003 Revocable Trust, Assessor’s Map 22, Lot 3, zoned RM-U, located at 80 Henry Law Avenue. (Proposed 12 multi-family units within five buildings with associated parking).

### **Transportation Advisory Commission**

Met to:

- Endorse an all way stop proposal on Emerald Lane @ Susannah’s Crossing
- Endorsed a parking restriction on Portland Avenue near Dover Ice Arena
- Endorsed a parking restriction on Brick Road

**Zoning Board:** Did not meet.

**Conservation Commission**

- ◆ Endorsed a NHDES Wetlands Permit for Justin Webber (Agent: Riverside and Pickering Marine Contractors), Assessor's Map L, Lot 96-M, zoned R-20, located at 254-A Dover Point Road. Proposal is to conduct work in the Piscataqua River to expand an existing dock by adding a float (120 sq. ft.) to provide one additional boat slip.
- ◆ Endorsed a NHDES Wetlands Permit for The Landings on Dover Point c/o Bob Witkop (Agent: Eco-analysts, Inc.), Assessor's Map L, Lot 95-1P, zoned R-20, located at 17 Landing Way. Proposal is to conduct work in the Piscataqua River to expand an existing dock by adding a longer ramp (108 sq. ft.), replacing two timber pilings, and replacing the float system with larger floats. uses (3,366 sq. ft. of work in wetlands and intermittent streams).

**Technical Review Committee:**

- ◆ Reviewed site plan for Site Review for Jewett Commercial Park (Owner: Tim Wallace), Assessor's Map G, Lot 31-3, located at 26 Crosby Road. (Proposed Site development change from 7700 sq. ft. (5 units) non-marketable floor plan to a 4970 sq. ft. layout and 15 parking spaces.)

**Energy Commission**

Met to discuss:

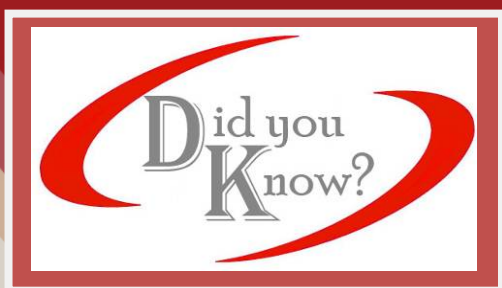
- Procedure for collecting agenda items, recording minutes, etc.
- Debrief on Green Charette, and discuss ways to be proactive in these types of initiatives.
- Progress on Updating 2008 Energy Action Plan Data and Tables
- Update on Solar RFP

**Housing Standards Board:**

Did not meet

**Community Trail Committee:**

Did not meet



Did you know that the first ice rink in the Dover Ice Arena, the Foster Rink, has been around for approximately 39 years? The second ice rink, the Holt Rink, was built in the year 2000.



**City of Dover**  
**Parking Garage:**

As of June 30, 2015

| DATE            | DESCRIPTION                                              | AMOUNT PAID  | INVOICE # VENDOR NAME                        |
|-----------------|----------------------------------------------------------|--------------|----------------------------------------------|
| Approved Budget | \$ 11,600,000.00                                         |              |                                              |
| 4/17/2014       | Phase IIA Basic Architectural & Engineering              | \$46,400.00  | 5590 LAVALLEE BRENSINGER ARCHITECTS          |
| 4/17/2014       | Appraisal - 125 Washignton St                            | \$2,750.00   | 3/27/2014 HORIZON ASSOCIATES                 |
| 5/1/2014        | Orchard St Geotechnical and Phase II ESA PARKING GARAGE  | \$2,096.28   | 45931 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 5/1/2014        | Chestnut St/Orchard St Utility Relocation                | \$119,082.00 | 9S420130 PUBLIC SERVICE OF N.H.              |
| 5/15/2014       | Chestnut St /Orchard St Utility Relocation               | \$64,380.76  | Z2014-0442 FAIRPOINT COMMUNICATIONS, INC.    |
| 5/22/2014       | Standard Traffic Impact Assessment for Orchard St        | \$3,100.00   | 2 CIVILWORKS, INC                            |
| 6/5/2014        | Orchard St Geotechnical and Phase II ESA PARKING GARAGE  | \$2,492.50   | 46250 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 6/12/2014       | parking garage architectural and Engineering svs         | \$77,595.00  | 6009 LAVALLEE BRENSINGER ARCHITECTS          |
| 6/19/2014       | Orchard St Geotechnical and Phase II ESA PARKING GARAGE  | \$2,411.25   | 46251 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 6/19/2014       | Orchard St Geotechnical and Phase II ESA PARKING GARAGE  | \$4,879.97   | 46252 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 6/26/2014       | Orchard St Assess Soils for Arsenic, reporting and       | \$3,278.09   | 46446 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 6/30/2014       | Orchard St Cone penetrometer testing, surface seis       | \$13,000.00  | 46527 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 6/30/2014       | parking garage architectural and Engineering svs         | \$103,460.00 | 6121 LAVALLEE BRENSINGER ARCHITECTS          |
| 8/14/2014       | preconstruction services for Dover Parking Garage        | \$3,409.00   | 14-030-1 HARVEY CONSTRUCTION CORPORATION     |
| 8/28/2014       | Orchard St groundwater quality, NHDES meetings & p       | \$5,790.00   | 46100 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 8/28/2014       | Orchard St Assess Soils for Arsenic, reporting and       | \$1,588.07   | 46100 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 8/28/2014       | ORCHARD ST additional monitoring well installation       | \$1,640.00   | 46100 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 9/25/2014       | Orchard St Assess Soils for Arsenic, reporting and       | \$1,008.84   | 46889 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 9/25/2014       | sampling for quality of Antimony and reporting Orc       | \$1,945.00   | 46889 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 10/16/2014      | parking garage architectural and Engineering svs         | \$71,128.75  | 6995 LAVALLEE BRENSINGER ARCHITECTS          |
| 10/16/2014      | Additional Civil & Architectural svs parking garag       | \$6,466.25   | 7028 LAVALLEE BRENSINGER ARCHITECTS          |
| 10/30/2014      | preconstruction services for Dover Parking Garage        | \$3,681.28   | 14-041 HARVEY CONSTRUCTION CORPORATION       |
| 10/30/2014      | site work for Parking Garage per bid                     | \$162,234.82 | 14-041 HARVEY CONSTRUCTION CORPORATION       |
| 11/26/2014      | site work for Parking Garage per bid                     | \$216,227.47 | 14-043 HARVEY CONSTRUCTION CORPORATION       |
| 11/26/2014      | parking garage architectural and Engineering svs         | \$69,835.50  | 7089 LAVALLEE BRENSINGER ARCHITECTS          |
| 11/26/2014      | Additional Civil & Architectural svs parking garage      | \$26,236.00  | 7089 LAVALLEE BRENSINGER ARCHITECTS          |
| 12/24/2014      | site work for Parking Garage per bid                     | \$543,560.84 | 14-048 HARVEY CONSTRUCTION CORPORATION       |
| 12/24/2014      | Project Engineer and Soil Tests                          | \$1,310.00   | 14100139-03 JOHN TURNER CONSULTING INC       |
| 1/8/2015        | Addl Work Prepare & Submit new subdivision lot lin       | \$2,390.00   | 14-2052 MCENEANEY SURVEY ASSOC., INC.        |
| 1/29/2015       | parking garage architectural and Engineering svs         | \$17,091.48  | 7142 LAVALLEE BRENSINGER ARCHITECTS          |
| 1/29/2015       | c/o 18 Geotech Eng & Phase II esa services Orchard       | \$5,477.50   | 47567 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 2/5/2015        | parking garage architectural and Engineering svs         | \$74,491.20  | 7189 LAVALLEE BRENSINGER ARCHITECTS          |
| 2/12/2015       | preconstruction services for Dover Parking Garage        | \$2,909.72   | 14-052-A HARVEY CONSTRUCTION CORPORATION     |
| 2/12/2015       | Site work for Parking garage                             | \$158,832.86 | 14-052-A HARVEY CONSTRUCTION CORPORATION     |
| 2/12/2015       | site work for Parking garage                             | \$248,832.73 | 14-052-A HARVEY CONSTRUCTION CORPORATION     |
| 2/26/2015       | c/o 18 Geotech Eng & Phase II esa services Orchard       | \$4,022.50   | 47352 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 2/26/2015       | Overages on Orchard St                                   | \$2,465.15   | 47352 RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
| 3/5/2015        | Site work for Parking garage                             | \$167,631.64 | 15-004 HARVEY CONSTRUCTION CORPORATION       |
| 3/5/2015        | Site work for Parking garage                             | \$287,329.64 | 15-004 HARVEY CONSTRUCTION CORPORATION       |
| 3/5/2015        | Progress payment - Guaranteed Maximum Price Construction | \$1,884.41   | 15-004 HARVEY CONSTRUCTION CORPORATION       |
| 3/19/2015       | Progress payment - Guaranteed Maximum Price Construction | \$242,208.58 | #7 B14007-G HARVEY CONSTRUCTION CORPORATION  |
| 4/9/2015        | Engineering and Piles Inspection                         | \$525.00     | 1410139-05 JOHN TURNER CONSULTING INC        |
| 4/9/2015        | Engineering and Asphalt Field Inspection                 | \$1,050.00   | 14100139-04 JOHN TURNER CONSULTING INC       |
| 4/16/2015       | parking garage architectural and Engineering svs         | \$11,745.26  | 7256 LAVALLEE BRENSINGER ARCHITECTS          |
| 4/16/2015       | Additional Civil & Architectural svs parking garage      | \$9,464.04   | 7256 LAVALLEE BRENSINGER ARCHITECTS          |
| 4/23/2015       | Additional Civil & Architectural svs parking garage      | \$8,276.80   | 7333 LAVALLEE BRENSINGER ARCHITECTS          |

**City of Dover**  
**Parking Garage:**

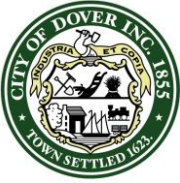
As of June 30, 2015

|                   |                | <b>DATE</b> | <b>DESCRIPTION</b>                                       | <b>AMOUNT PAID</b>    | <b>INVOICE #</b> | <b>VENDOR NAME</b>                     |
|-------------------|----------------|-------------|----------------------------------------------------------|-----------------------|------------------|----------------------------------------|
|                   |                | 4/23/2015   | Progress payment - Guaranteed Maximum Price Construction | \$473,728.09          | #8 B14007-G      | HARVEY CONSTRUCTION CORPORATION        |
|                   |                | 5/7/2015    | Pile observation and documentation/geotech design        | \$2,069.94            | 48298            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                | 5/7/2015    | Pile observation and documentation/geotech design        | \$7,195.45            | 48445            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                | 5/21/2015   | Pile observation and documentation/geotech design        | \$1,502.95            | 48533            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |                | 5/28/2015   | Progress payment - Guaranteed Maximum Price Construction | \$550,830.37          | #9 B14007-G      | HARVEY CONSTRUCTION CORPORATION        |
|                   |                | 6/25/2015   | Progress payment - Guaranteed Maximum Price Construction | \$755,059.67          | #10 B14007-G     | HARVEY CONSTRUCTION CORPORATION        |
|                   |                | 6/25/2015   | Independent Inspections                                  | \$1,040.00            | 15-4-000170      | JOHN TURNER CONSULTING INC             |
|                   |                | 6/25/2015   | Independent Inspections                                  | \$2,191.00            | 1410139-06       | JOHN TURNER CONSULTING INC             |
|                   |                | 6/25/2015   | Independent Inspections                                  | \$1,105.00            | 15-4-000172      | JOHN TURNER CONSULTING INC             |
| Expended To Date  | \$4,602,338.65 |             |                                                          | <u>\$4,602,338.65</u> |                  |                                        |
|                   |                |             | <b>DESCRIPTION</b>                                       | <b>ENCUMBRANCE</b>    |                  | <b>VENDOR NAME</b>                     |
|                   |                |             | Pile Doc & Observation; Geotech Design Support           | \$631.56              |                  | RANSOM ENVIRONMENTAL CONSULTANTS, INC  |
|                   |                |             | Independent Construction Inspections                     | \$13,984.00           |                  | JOHN TURNER CONSULTING INC             |
|                   |                |             | Parking garage architectural and Engineering svcs        | \$60,711.00           |                  | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                |             | Additional Civil & Architectural svcs parking garage     | \$2,028.91            |                  | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |                |             | Construction - Guaranteed Maximum Price                  | \$6,874,749.38        |                  | HARVEY CONSTRUCTION CORPORATION        |
| Encumbrances      | \$6,952,104.85 |             |                                                          | <u>\$6,952,104.85</u> |                  |                                        |
| Available Balance | \$ 45,556.50   |             |                                                          |                       |                  |                                        |

**City of Dover**  
**Police Facility:**

As of June 30, 2015

|                   |    | <b>DATE</b>  | <b>DESCRIPTION</b>                                   | <b>AMOUNT PAID</b> | <b>INVOICE #</b> | <b>VENDOR NAME</b>                     |
|-------------------|----|--------------|------------------------------------------------------|--------------------|------------------|----------------------------------------|
| Approved Budget   | \$ | 9,900,000.12 |                                                      |                    |                  |                                        |
|                   |    | 1/30/2014    | Police Facility Phase I                              | \$65,076.00        | 5286             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 3/13/2014    | Police Facility Phase I                              | \$19,915.50        | 5631             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 4/17/2014    | Police Facility Phase I                              | \$7,366.50         | 5589             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 4/17/2014    | Orchard St Geotechnical and Phase II ESA PD FACILI   | \$9,563.48         | 45858            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |    | 4/24/2014    | Standard Traffic Impact Assessment for Orchard St    | \$3,100.00         | 1                | CIVILWORKS, INC                        |
|                   |    | 5/1/2014     | Orchard St Geotechnical and Phase II ESA PD FACILI   | \$2,316.52         | 45931            | RANSOM ENVIRONMENTAL CONSULTANTS, INC. |
|                   |    | 5/29/2014    | Area A - Chestnut St                                 | \$1,800.00         | 9969             | MCENEANEY SURVEY ASSOC., INC.          |
|                   |    | 5/29/2014    | Area B - Aubuchon Hardware                           | \$3,420.00         | 9969             | MCENEANEY SURVEY ASSOC., INC.          |
|                   |    | 5/29/2014    | Area C - Detail Boring Locations                     | \$750.00           | 9969             | MCENEANEY SURVEY ASSOC., INC.          |
|                   |    | 6/12/2014    | Police Facility Phase IIA Basic Architectural & E    | \$45,430.00        | 6008             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/12/2014    | Police Facility Phase IIB Required Additional Svs    | \$37,250.00        | 6008             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/19/2014    | Police Facility Phase IIA Basic Architectural & E    | \$37,250.00        | 6013             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/30/2014    | Police Facility Phase IIA Basic Architectural & E    | \$110,240.00       | 6860             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/30/2014    | Police Facility Phase IIB Required Additional Svs    | \$17,000.00        | 6120             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/30/2014    | Police Facility Phase IIA reimbursables allowance    | \$8,268.00         | 6860             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 8/14/2014    | preconstruction services for Dover Police Facility   | \$5,075.66         | 14-030           | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 10/16/2014   | Police Facility Phase IIA Basic Architectural & E    | \$6,890.00         | 7027             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 10/16/2014   | Police Facility Phase IIA Basic Architectural & E    | \$75,790.00        | 6994             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 10/16/2014   | Police Facility Phase IIB Required Additional Svs    | \$24,500.00        | 6996             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 10/16/2014   | Police Facility Phase IIB Required Additional Svs    | \$20,250.00        | 7027             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 10/30/2014   | preconstruction services for Dover Police Facility   | \$5,347.94         | 14-041-A         | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 11/26/2014   | Police Facility Phase IIA Basic Architectural & E    | \$74,412.00        | 7090             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 1/8/2015     | Area B - Aubuchon Hardware                           | \$380.00           | 14-2052          | MCENEANEY SURVEY ASSOC., INC.          |
|                   |    | 2/5/2015     | Police Facility Phase IIA Basic Architectural & Eng. | \$44,214.00        | 7188             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 2/5/2015     | Police Facility Phase IIA Basic Architectural & E    | \$26,586.00        | 7188             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 2/5/2015     | Police Facility Phase IIA reimbursables allowance    | \$8,572.80         | 7188             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 2/5/2015     | Police Facility Phase IIB Required Additional Svs    | \$7,670.91         | 7187             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 2/12/2015    | preconstruction services for Dover Police Facility   | \$4,576.40         | 14-052           | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 3/5/2015     | Facility Construction - Guaranteed Maximum Price     | \$5,000.00         | 15-004-A         | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 3/19/2015    | Facility Construction - Guaranteed Maximum Price     | \$118,857.90       | #7 B14007-:      | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 4/16/2015    | Police Facility Phase IIA Basic Architectural & E    | \$29,489.20        | 7255             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 4/23/2015    | Police Facility Phase IIA Basic Architectural & E    | \$12,953.20        | 7332             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 4/23/2015    | Police Facility Phase IIB Required Additional Svs    | \$500.00           | 7334             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 4/23/2015    | Facility Construction - Guaranteed Maximum Price     | \$102,305.13       | #8 B14007-:      | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 5/28/2015    | Facility Construction - Guaranteed Maximum Price     | \$120,910.09       | #9 B14007-:      | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 5/28/2015    | Facility Construction - Guaranteed Maximum Price     | \$268,566.20       | #9 B14007-:      | HARVEY CONSTRUCTION CORPORATION        |
|                   |    | 6/18/2015    | Police Facility Phase IIA Basic Architectural & E    | \$8,819.20         | 7527             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/18/2015    | Police Facility Phase IIA Basic Architectural & E    | \$8,819.20         | 7499             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/18/2015    | Police Facility Phase IIB Required Additional Svs    | \$10,000.00        | 7254             | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    | 6/25/2015    | add GPM using FY14 facility funds                    | \$486,572.72       | #10 B14007       | HARVEY CONSTRUCTION CORPORATION        |
| Expended To Date  | \$ | 1,845,804.55 |                                                      | \$1,845,804.55     |                  |                                        |
|                   |    |              | <b>DESCRIPTION</b>                                   | <b>ENCUMBRANCE</b> |                  | <b>VENDOR NAME</b>                     |
|                   |    |              | Civil and Architectural design, Engineering Services | \$36,548.29        |                  | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    |              | Police Facility Phase IIA Basic Architectural & Eng. | \$70,307.20        |                  | LAVALLEE BRENSINGER ARCHITECTS         |
|                   |    |              | Facility Construction - Guaranteed Maximum Price     | \$7,474,541.08     |                  | HARVEY CONSTRUCTION CORPORATION        |
|                   |    |              | Commissioning Services                               | \$18,750.00        |                  | WSP USA CORP                           |
|                   |    |              | C-15 Diesel Generator                                | \$115,000.00       |                  | SOUTHWORTH-MILTON INC                  |
| Encumbrances      | \$ | 7,715,146.57 |                                                      | \$7,715,146.57     |                  |                                        |
| Available Balance | \$ | 339,049.00   |                                                      |                    |                  |                                        |



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 08, 2015**  
Meeting Time: **7:00 pm**

### 1. CALL TO ORDER

### 2. MOMENT OF SILENCE

### 3. PLEDGE OF ALLEGIANCE

Councilor Gagnon led the Pledge of Allegiance.

### 4. ROLL CALL ATTENDANCE

**Present:** Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Gagnon, Councilor Hooper, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux.

**Absent:** Councilor Garrison.

**Also Present:** City Manager Joyal, General Legal Counsel Blenkinsop, and City Clerk Lavertu.

### 5. PROCLAMATIONS/AWARDS

### 6. APPROVAL OF AGENDA

Deputy Mayor Carrier moved to add the Police and Parking Facility Building Committee Report. He moved to remove Item #12.C.2.

Councilor Cheney moved to move Items #13.B.1. and #13.B.2. up on the agenda to following the Mayor's Report. She moved to add the Ordinance Committee Report.

Deputy Mayor Carrier moved to approve the agenda as amended; seconded by Councilor McManus.

Vote: 8/0.

### 7. PUBLIC HEARINGS

#### A. CHAPTER 166 – ARTICLE I GENERAL PROVISIONS SPONSORED BY MAYOR WESTON BY REQUEST

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

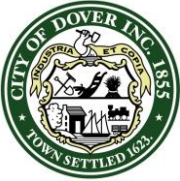
#### B. CHAPTER 166 – SECTION 38 SUBSECTION J SPONSORED BY MAYOR WESTON BY REQUEST

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

#### C. CHAPTER 166 – SECTION 57 SCHEDULE J SPONSORED BY MAYOR WESTON BY REQUEST

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





**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 08, 2015**  
Meeting Time: **7:00 pm**

### **D. CHAPTER 166 – SECTION 59 SCHEDULE L** **SPONSORED BY MAYOR WESTON BY REQUEST**

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

### **8. CITIZEN'S FORUM**

*Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.*

**Jeffrey Brissette, 11 Fieldstone Drive:** He spoke about the Tolend Road change order resolutions. He questioned why the City was paying any money when it's not responsible for fixing the problems with Tolend Road. He asked the Council to vote no on the resolution.

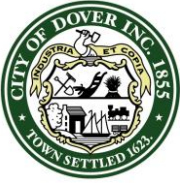
**Donald Medbery, 3 Covered Bridge Lane:** He spoke about the Tolend Road construction project, stating that the City engineer did not test materials or batches. He said Dickinson still owes the City money for the Waterfront project. He also spoke about his RSA 91-a request regarding the Local Government Center (LGC) .

**David Scott, 220 Back Road:** He spoke about the Joint Building Committee meeting and the presentation given regarding the High School project. He said the plan had some merit, but the problem is that it leaves very little money for other projects. He said the City Council should look at the Capital Improvements Program (CIP)

Mayor Weston, seeing no one else wish to speak, closed the Citizen's Forum.

### **9. CITY MANAGER'S REPORT**

City Manager Joyal said he submitted his report in writing, which include activities within the Legal Office and Economic Development. He spoke about the June 30<sup>th</sup> financials. Councilor McManus referred to the report and asked for clarification on the bridge related work. Deputy City Manager Steele gave an overview of the bridge related work to the Council. Deputy Mayor Carrier asked about the water main break. Deputy City Manager Steele said they have found seven water leaks, which he feels are the majority of the problems. Mayor Weston asked about the Green Bridge on Watson. City Manager Joyal said they are trying to get rid of it. Mayor Weston asked for a status on Watson Road. Deputy City Manager Steele gave an update on the condition of Watson Road. Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor O'Connor.  
Vote: 8/0.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 08, 2015**  
Meeting Time: **7:00 pm**

### 10. APPROVAL OF MINUTES

#### A. June 24, 2015 – Regular Meeting

Deputy Mayor Carrier moved to approve the minutes; seconded by Councilor O'Connor. Councilor Cheney referred to page 4/9, Item #13.B.2., and asked to change the wording to she met with Stu and Jerod Paiva.

Deputy Mayor Carrier moved to approve the minutes as amended; seconded by Councilor O'Connor.

Vote: 8/0.

### 11. MAYOR'S REPORT

Mayor Weston said she was recommending the appointment of Matt Cox to the Cocheco Waterfront Development Advisory Committee. She attended the 125<sup>th</sup> anniversary for Federal Savings Bank. She attended the July 4<sup>th</sup> fireworks, and thanked the Recreation Department for putting it together. She said she and Councilor O'Connor met with Governor Hassan regarding the adequacy funding.

Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Gagnon.

Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item #13.B.1.; seconded by Councilor Gagnon. City Manager Joyal gave an overview of the resolution to the Council.

Mr. Keith Pratt, President for Underwood Engineers, gave an overview of the process for the report recommendations to put the road back to the contract specifications.

Councilor Cheney moved to suspend the rules to allow Mr. Brissette to speak to the Council. The motion was not seconded.

Mayor Weston asked for a roll call vote on the resolution.

Roll Call Vote: 5/3; Passed. Councilors Cheney, Hooper, and O'Connor were opposed.

Deputy Mayor Carrier moved for the adoption of Item #13.B.2.; seconded by Councilor Thibodeaux. City Manager Joyal gave an overview of the resolution to the Council.

Mayor Weston asked what would happen if the Council voted this resolution down.

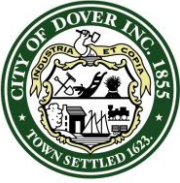
City Manager Joyal said he didn't know what wouldn't be addressed by not having the current engineers complete this project.

Deputy City Manager Steele said he would be concerned with dedicating one of his engineers for this project. He recommended the Council vote for at least half the funding so the project isn't delayed.

Mayor Weston asked if anyone what to offer an amendment.

No response.

Roll Call Vote: 0/8; Failed.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 08, 2015**  
Meeting Time: **7:00 pm**

### 12. UNFINISHED BUSINESS

#### A. ORDINANCES IN THE 2<sup>nd</sup> READING

**1. CHAPTER 166 – ARTICLE I GENERAL PROVISIONS**  
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.  
Roll Call Vote: 7/0. Councilor O'Connor was absent from Council Chambers.

**2. CHAPTER 166 – SECTION 38 SUBSECTION J**  
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.  
Parking Manager Simons gave an overview of the ordinance to the Councilor.  
Roll Call Vote: 7/0. Councilor McManus was absent from Council Chambers.

**3. CHAPTER 166 – SECTION 57 SCHEDULE J**  
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.  
Parking Manager Simons gave an overview of the ordinance to the Councilor.  
Roll Call Vote: 7/1; Passed. Councilor Cheney was opposed.

**4. CHAPTER 166 – SECTION 59 SCHEDULE L**  
SPONSORED BY MAYOR WESTON BY REQUEST

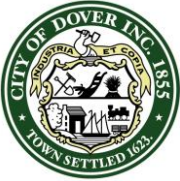
Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.  
Parking Manager Simons gave an overview of the ordinance to the Councilor.  
Roll Call Vote: 7/1; Passed. Councilor Cheney was opposed.

#### ORDINANCES IN THE 3<sup>RD</sup> READING

#### B. RESOLUTIONS

**1. B15021 DOVER LED INDOOR POOL LIGHTING UPGRADE AND AUTHORIZATION  
FOR FINANCING (REQUIRES OF 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**  
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.  
Roll Call Vote: 8/0.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 08, 2015**  
Meeting Time: **7:00 pm**

**2. FIRST STREET LICENSE AGREEMENT AMENDMENT  
(TO BE REMOVED FROM THE TABLE)  
SPONSORED BY MAYOR WESTON BY REQUEST**

Removed from Agenda.

**13. NEW BUSINESS**

**A. CONSENT CALENDAR**

- 1. RAFFLE – Dover Little Green Football, Inc.**
- 2. RAFFLE – Seymour Osman Community Center**
- 3. TAG – Dover Little Green Football, Inc.**
- 4. TAG – Dover Youth Football**
- 5. B15049B ONE TON PICK UP TRUCK FIRE & RESCUE  
SPONSORED BY MAYOR WESTON BY REQUEST**
- 6. B15063 CATCH BASIN CLEANING SERVICES  
SPONSORED BY MAYOR WESTON BY REQUEST**

**COMMITTEE REPORTS**

- |                                        |                                                                      |
|----------------------------------------|----------------------------------------------------------------------|
| 1. School Board                        | 10. Pool Advisory Committee                                          |
| 2. Planning Board                      | 11. Parking Commission                                               |
| 3. Appointments Committee              | <b>12. Ordinance Committee</b>                                       |
| 4. Recreation Advisory Board           | <b>13. Police and Parking Facility Building<br/>Committee</b>        |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School<br>and Regional CTC |
| 6. Arts Commission                     | 15. Dover Main Street                                                |
| 7. Solid Waste Advisory Commission     | 16. Library Board of Trustees                                        |
| 8. Transportation Advisory Commission  |                                                                      |
| 9. Legislative Liaison                 |                                                                      |

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor O'Connor.

Mayor Weston asked the Council if they had items they would like pulled for further discussion.

Deputy Mayor Carrier asked to pull the Police and Parking Facility Building Committee Report.

Councilor Cheney asked to pull the Ordinance Committee Report.

Mayor Weston asked for a roll call vote on the remaining items of the Consent Calendar.

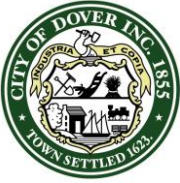
Roll Call Vote: 8/0.

Councilor Cheney gave an overview of the Ordinance Committee Report to the Council, stating that it was covered during the Ordinance discussions.

Deputy Mayor Carrier moved to accept the Ordinance Committee Report; seconded by Councilor O'Connor.

Vote: 8/0.





**CITY OF DOVER**

## CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 08, 2015**  
Meeting Time: **7:00 pm**

Deputy Mayor Carrier gave an overview of the Police and Parking Facility Building Committee Report to the Council.

Deputy Mayor Carrier moved to accept the Police and Parking Facility Building Committee Report; seconded by Councilor Thibodeaux.

Vote: 8/0.

### **B. RESOLUTIONS**

- 1. B13031 ADDITIONAL SCOPE OF WORK ON TOLEND ROAD RECONSTRUCTION  
AMERICAN EXCAVATION CORPORATION (AEC) (CO#7)  
SPONSORED BY MAYOR WESTON BY REQUEST**

Moved up on Agenda to follow Mayor's Report.

- 2. B10033 ADDITIONAL SCOPE OF WORK ON TOLEND ROAD – CMA ENGINEERS,  
INC. (CO#6)  
SPONSORED BY MAYOR WESTON BY REQUEST**

Moved up on Agenda along with Item #13.B.1. to follow Mayor's Report.

- 3. RELEASE OF LEGAL MEMORANDUM – PROPOSED CHARTER AMENDMENT  
RE: CITY ATTORNEY POSITION  
SPONSORED BY DEPUTY MAYOR CARRIER**

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Cheney.  
Councilor Gagnon moved to amend the resolution to add under the third paragraph under NOW, THEREFORE: "...and shall also be forwarded to the State of New Hampshire Attorney General."; seconded by Deputy Mayor Carrier.

Vote: 8/0.

Deputy Mayor Carrier moved to approve as amended; seconded by Councilor Cheney.  
Roll Call Vote: 8/0.

### **C. ORDINANCES IN 1ST READING**

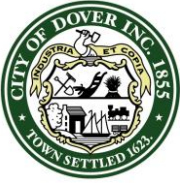
#### **14. COUNCIL CORRESPONDENCE**

#### **15. COUNCIL MATTERS OF INTEREST**

Councilor Hooper spoke about the work of the Joint Building Committee – Dover High School and Regional CTC.

Councilor Thibodeaux said she will be hosting her Coffee with a Councilor on Saturday.

Councilor O'Connor apologized for his comments last week regarding the loading dock parking space resolution. He said he researched it and realized he spoke out of turn.



**CITY OF DOVER**

## CITY COUNCIL – MINUTES

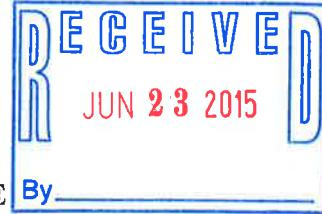
Meeting Type: **Regular Meeting**  
Meeting Location: **McConnell Center, Room 306**  
Meeting Date: **Wednesday, July 08, 2015**  
Meeting Time: **7:00 pm**

Deputy Mayor Carrier said the Joint Building Committee – Dover High School and Regional CTC will be presenting to the School Board on Monday, July 13, 2015, and the City Council on Wednesday, July 15, 2015.

Mayor Weston asked the public to contact their representatives regarding school adequacy aid, and to ask them to take the politics out of the issue and do what is ethically right for the City of Dover. She went over the meeting schedule with the Council.

### **16. ADJOURNMENT**

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Gagnon.  
Vote: 8/0.



**PERMIT APPLICATION  
CITY OF DOVER, NEW HAMPSHIRE**

Check(✓) the type of application:

RAFFLE\* ☒, TAG\* \_\_\_\_\_, BLOCK PARTY\*\* \_\_\_\_\_,

*Fill In Completely and Return To City Clerk – PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT*

Organization Name: Greek Orthodox Church - Sunday School  
Federal Tax ID number for Organization: 02-0224810

Check (✓) Nature of Organization:

Religious ☒, Educational \_\_\_\_\_, Charitable \_\_\_\_\_, Civic \_\_\_\_\_, Sports \_\_\_\_\_, Veterans \_\_\_\_\_, Fraternal or Political \_\_\_\_\_, Other \_\_\_\_\_  
(Describe) 50/50 raffle

Contact Person: Sandy Lazarus Day Time Telephone: 343-1490  
Address: 93 Locust St. Email: sandylaz-2000@yahoo

Purpose of Permit: fundraising  
Date of Event: 9/4 + 9/5 Specific Time: 4pm to 10pm + 11am to 10pm  
Location of Event: Hellenic Ctr.

\*\*\*\*\*RAFFLE / TAG PERMITS\*\*\*\*\*

Prize (s) To Be Awarded: 50 %  
Cost of Ticket: \$1.00 @ Date of Drawing: 9-5-2015  
Place of Drawing: Hellenic Ctr.

\* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at

<http://www.doj.nh.gov/charitable-trusts/faq.htm>

\*\*\*\*\*BLOCK PARTY PERMITS\*\*\*\*\*

**\*\*NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT**

Block Party Location (attach map if more than one street is affected): \_\_\_\_\_

Police Department Block Party Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Sandy Lazarus DATE: 6/29/15  
(duly authorized)

PRINTED NAME: \_\_\_\_\_

Licensing Board Approval [Signature] Date: 6/30/15



**PERMIT APPLICATION  
CITY OF DOVER, NEW HAMPSHIRE**

Check (✓) the type of application:

RAFFLE\* ☒, TAG\* ☐, BLOCK PARTY\*\* ☐

**Fill In Completely and Return To City Clerk – PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT**

Organization Name: Special Olympics  
Federal Tax ID number for Organization: 52-0889518

Check (✓) Nature of Organization:

Religious ☐, Educational ☐, Charitable ☒, Civic ☐, Sports ☐, Veterans ☐, Fraternal or Political ☐, Other ☐

(Describe) Dover Baseball fundraiser for Special Olympics

Contact Person: Melissa Stevens Day Time Telephone: (603) 308-0171

Address: Po Box 443 Dover NH 03820 Email melissa.stevens@mohawkpaper.com

Purpose of Permit: raffles for prizes

Date of Event: 7/31 - 8/6 Specific Time: each game during 11yr Regional Tournament

Location of Event: Keays and Beckwith

**\*\*\*\*\*RAFFLE / TAG PERMITS\*\*\*\*\***

Prize (s) To Be Awarded: donated items from local buisnesses

Cost of Ticket: \$ 1.00 a ticket Date of Drawing: 7/31 - 8/6

Place of Drawing: Keays and Beckwith fields

\* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at

<http://www.doi.nh.gov/charitable-trusts/faq.htm>

**\*\*\*\*\*BLOCK PARTY PERMITS\*\*\*\*\***

**\*\*NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT**

Block Party Location (attach map if more than one street is affected): \_\_\_\_\_

Police Department Block Party Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Kristin St. Hilaire DATE: 6/25/15  
(duly authorized)

PRINTED NAME: Kristin St. Hilaire

Licensing Board Approval (APC) Date: 7/1/15





**PERMIT APPLICATION  
CITY OF DOVER, NEW HAMPSHIRE**

Check(✓) the type of application:

RAFFLE\* ☒, TAG\* ☐, BLOCK PARTY\*\* ☐

**Fill In Completely and Return To City Clerk -- PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT**

Organization Name: Special Olympics  
Federal Tax ID number for Organization: 52-0889518

Check (✓) Nature of Organization:

Religious ☐, Educational ☐, Charitable ☒, Civic ☐, Sports ☐, Veterans ☐, Fraternal or Political ☐, Other ☐

(Describe) Dover Baseball fundraiser for Special Olympics

Contact Person: Melissa Stevens Day Time Telephone: (617) 308-0171

Address: P.O. Box 443 Dover, NH 03820 Email: melissa.stevens@mohawkpaper.com

Purpose of Permit: 50/50 Fundraiser for Special Olympics

Date of Event: 7/31 - 8/6 Specific Time: each game during 11 Regional Tournament

Location of Event: Keays and Beckwith Fields

**\*\*\*\*\*RAFFLE / TAG PERMITS\*\*\*\*\***

Prize (s) To Be Awarded: 50% of profit from ticket sales

Cost of Ticket: \$10 arm length Date of Drawing: 7/31 - 8/6

Place of Drawing: Keays and Beckwith Field

\* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at

<http://www.doj.nh.gov/charitable-trusts/faq.htm>

**\*\*\*\*\*BLOCK PARTY PERMITS\*\*\*\*\***

**\*\*NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT**

Block Party Location (attach map if more than one street is affected): \_\_\_\_\_

Police Department Block Party Approval Signature: \_\_\_\_\_

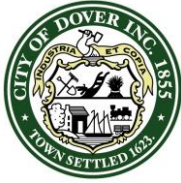
Printed Name: \_\_\_\_\_

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Kristin St. Hilaire DATE: 6/25/15  
(duly authorized)

PRINTED NAME: Kristin St. Hilaire

Licensing Board Approval (Signature) Date: 7/1/15



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.4.**

Resolution Number: **R – 2015.07.22 – 94**  
Resolution Re: Books & Media Purchases

- WHEREAS: The City of Dover NH Public Library is a member of the New Hampshire State Library's Book Purchasing Co-Op; and,
- WHEREAS: The State Library has identified Baker & Taylor as the book wholesaler most advantageous in terms of services and pricing for various children's and adults books, tapes, CD's and DVD's; and
- WHEREAS: The City can take advantage of the substantial savings realized by using Baker and Taylor as their book jobber.

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

Per 3-37B, Exceptions to Competitive Bidding, of the Dover Purchasing Procedure, the Purchasing Agent may, with approval of the City Manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices.

The Purchasing Agent is hereby authorized to issue a purchase order to Baker and Taylor of Philadelphia PA for continued book, tape, CD and DVD purchases. The amount of this authorization shall be limited so as to not exceed available funding.

### Financing

| Account                     | Description               | Appropriation | Balance |
|-----------------------------|---------------------------|---------------|---------|
| 1000.1.390.45500.4748.00000 | Books & Collections       | 101,737       | 101,737 |
| 3455.1.390.45500.4748.00000 | Books & Collections Fines | 29,888        | 29,888  |

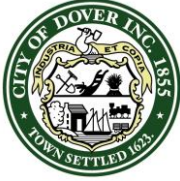
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

Approved as to Legal  
Form and Compliance: Anthony Blenkinsop  
General Legal Counsel

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.4.**

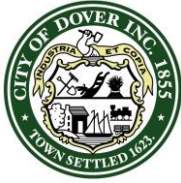
Resolution Number: **R – 2015.07.22 – 94**  
Resolution Re: Books & Media Purchases

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

| VOTING RECORD                          |     |    |
|----------------------------------------|-----|----|
| Date of Vote:                          | YES | NO |
| Mayor Karen Weston                     |     |    |
| Deputy Mayor Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1        |     |    |
| Councilor William Garrison III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3   |     |    |
| Councilor Dorothea Hooper, Ward 4      |     |    |
| Councilor Catherine Cheney, Ward 5     |     |    |
| Councilor Jason Gagnon, Ward 6         |     |    |
| Councilor Anthony McManus, At Large    |     |    |
| Total Votes:                           |     |    |
| Resolution does   does not pass.       |     |    |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.4.**

Resolution Number: **R – 2015.07.22 – 94**  
Resolution Re: Books & Media Purchases

### RESOLUTION BACKGROUND MATERIAL:

The City of Dover has continued to use a book jobber originally identified a number of years ago by the NH State Library, to provide various types and large quantities of books and other medial materials as needed. The City of Dover receives the same pricing schedule as other members of this Co-Op organization.

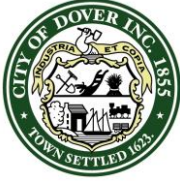
### Award Information:

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

### Purchasing Information:

|                                    |                     |                                     |                                                                                                    |
|------------------------------------|---------------------|-------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Type:</b>                       | Purchase Order      | <b>Advertised:</b>                  | NA                                                                                                 |
| <b>Invitations Mailed:</b>         | NA                  | <b>Number of Responses:</b>         | NA                                                                                                 |
| <b>Warranty:</b>                   | Per manufacturer    | <b>Terms:</b>                       | Net 30, FOB Dover                                                                                  |
| <b>Work Bonded:</b>                | No                  | <b>Contract:</b>                    | Yes                                                                                                |
| <b>Prices will hold for:</b>       | As contracted       | <b>Estimated Delivery:</b>          | As needed                                                                                          |
| <b>Recommended Award to:</b>       | Baker & Taylor, Inc | <b>Fund:</b>                        | Various                                                                                            |
| <b>Other Approvals Required:</b>   | State NH            | <b>References Checked:</b>          | Satisfactory                                                                                       |
| <b>Previously Worked for City:</b> | Yes                 | <b>Reason for Council Approval:</b> | Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation |





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.5.**

Resolution Number: **R - 2015.07.22 – 95**  
Resolution Re: B15073 Various Chemicals

WHEREAS: The sealed request for bid B15073 was issued and received for various chemicals on an as needed basis for several city departments on June 2, 2015 at 12:00pm; and

WHEREAS: The low bids meeting specifications were submitted by the following vendors for chemicals referenced, at unit prices specified in the results page. It is the recommendation to award to the various vendors listed below:

Borden Remington Corp Fall River MA  
JCI Jones Chemicals Inc Merrimack NH  
Harcros Chemicals Inc Nashua NH

George S Coyne Chemicals Croydon PA  
Fillion Associates Inc E. Providence RI  
Monson Companies Inc So Portland ME

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 above at rates provided in conjunction with B15073 for various chemicals as needed. The amount of this authorization shall be limited so as not to exceed available funding.

| Financing                      |                                  |               |            |
|--------------------------------|----------------------------------|---------------|------------|
| Account                        | Description                      | Appropriation | Balance    |
| 1000.1.350.45124.4612.00000.00 | Indoor pool operating supplies   | 9,000.00      | 9,000.00   |
| 1000.1.350.45125.4612.00000.00 | Thompson Pool operating supplies | 17,000.00     | 17,000.00  |
| 5300.1.300.43320.4612.00000.00 | Water Operating supplies         | 111,500.00    | 111,500.00 |
| 5320.1.300.43250.4612.00000.00 | Sewer Operating Supplies         | 32,500.00     | 32,500.00  |

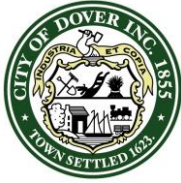
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

Approved as to Legal  
Form and Compliance: Anthony Blenkinsop  
General Legal Counsel

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.5.**

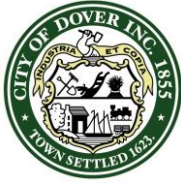
Resolution Number: **R - 2015.07.22 – 95**  
Resolution Re: B15073 Various Chemicals

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

| VOTING RECORD                          |     |    |
|----------------------------------------|-----|----|
| Date of Vote:                          | YES | NO |
| Mayor Karen Weston                     |     |    |
| Deputy Mayor Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1        |     |    |
| Councilor William Garrison III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3   |     |    |
| Councilor Dorothea Hooper, Ward 4      |     |    |
| Councilor Catherine Cheney, Ward 5     |     |    |
| Councilor Jason Gagnon, Ward 6         |     |    |
| Councilor Anthony McManus, At Large    |     |    |
| Total Votes:                           |     |    |
| Resolution does   does not pass.       |     |    |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.5.**

Resolution Number: **R - 2015.07.22 – 95**  
Resolution Re: B15073 Various Chemicals

### RESOLUTION BACKGROUND MATERIAL:

The sealed request for bid B15073 was issued and received for various chemicals for several city departments on June 2, 2015 at 12:00pm with rates to hold for one year. The low bids, meeting specifications, were submitted by the following vendors for chemicals referenced at unit prices specified in the results page:

|                                      |                                         |
|--------------------------------------|-----------------------------------------|
| Borden Remington Corp Fall River MA  | George S Coyne Chemicals Croydon PA     |
| JCI Jones Chemicals Inc Merrimack NH | Fillion Associates Inc E. Providence RI |
| Harcros Chemicals Inc Nashua NH      | Monson Companies Inc So Portland ME     |

### Award Information:

Purchase orders will be issued to low bidders of each chemical for one year to authorize expenditures.

### Purchasing Information:

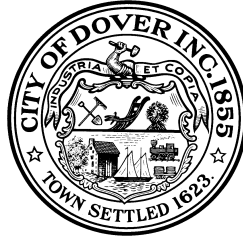
|                                    |                      |                                     |                                                       |
|------------------------------------|----------------------|-------------------------------------|-------------------------------------------------------|
| <b>Type:</b>                       | Purchase order       | <b>Advertised:</b>                  | Yes                                                   |
| <b>Invitations Mailed:</b>         | 64                   | <b>Number of Responses:</b>         | 8                                                     |
| <b>Warranty:</b>                   | Meets Specifications | <b>Terms:</b>                       | Net 30, FOB Dover                                     |
| <b>Work Bonded:</b>                | no                   | <b>Contract:</b>                    | No                                                    |
| <b>Prices will hold for:</b>       | June 30, 2016        | <b>Estimated Delivery:</b>          | As needed                                             |
| <b>Recommended Award to:</b>       | Various Low bidders  | <b>Fund:</b>                        | various                                               |
| <b>Other Approvals Required:</b>   | No                   | <b>References Checked:</b>          | Satisfactory                                          |
| <b>Previously Worked for City:</b> | Yes                  | <b>Reason for Council Approval:</b> | Cost estimated at \$25,000 or greater to some vendors |

Exhibit A – B15073 Bid Results  
Exhibit B – B15073 Draft Notice of Award Document

|                                                                     |                                                    |                          |                                                      |                                      |                        |                                                       |                                   |                                 |
|---------------------------------------------------------------------|----------------------------------------------------|--------------------------|------------------------------------------------------|--------------------------------------|------------------------|-------------------------------------------------------|-----------------------------------|---------------------------------|
| B15073 CHEMICAL BID<br>DELIVERED TO DOVER<br><br>7/1/2015-6/30/2016 |                                                    |                          | Sodium<br>Hydroxide<br>Caustic<br>diaphragm<br>grade |                                      |                        | Sodium<br>Hypochlorite<br>Filtered<br>purified bleach | Caustic Soda<br>Pellets<br>/Beads | Sodium<br>Flouride solid<br>6.1 |
|                                                                     | Muriatic acid                                      | Accu-Tab Blue SI         |                                                      | Potassium<br>Permanganate            | Hydrofluosilic<br>Acid |                                                       |                                   |                                 |
| Price per                                                           | Per gallon                                         | 55lb pail                | Per Gallon                                           | per Pound                            | per Gallon             | Per gallon                                            | 50 LB Bag                         | 50LB bag                        |
| George S Coyne Chemical<br>3015 State Road<br>Croydon, PA 1902-6997 | n/b                                                | 140.9300<br>min 36 pails | n/b                                                  | 2.0138<br>30 pails min               | n/b                    | n/b                                                   | n/b                               | n/b                             |
| Borden & Remington Corp<br>PO Box 2573<br>Fall River, MA 02722      | 3.3472<br>4 cont. min                              | n/b                      | 0.6998<br>3400 gal min                               | 2.1526<br>12 cont. min               | 3.1455<br>1000 gal min | 0.6757<br>3500 gal min                                | 27.2100<br>1 pallet min           | 38.4500<br>1 pallet min         |
| JCI<br>40 Railroad Ave<br>Merrimack, NH 03054                       | n/b                                                | n/b                      | 0.7340<br>3500 gal min                               |                                      |                        | 0.6300<br>3000 gal min                                |                                   |                                 |
| Harcros Chemicals Inc<br>8 Capitol Street<br>Nashua, NH 03063       | 3.33<br>no min                                     | n/b                      | .7716<br>3500 gal min                                |                                      |                        | .6423<br>3000 gal min                                 | 25.625<br>1 pallet min            | 37.25<br>1 pallet min           |
| Solvay Fluorides<br>3333 Richmond Ave<br>Houston, TX 77098          | n/b                                                | n/b                      | n/b                                                  | n/b                                  | 3.28<br>1000 gal min   | n/b                                                   | n/b                               | n/b                             |
| Fillian Associates<br>POBox 14518<br>E. Providence RI               | \$7.60<br>6 cont min<br>acid Magic<br>5 gal Carboy | 112.00<br>24 min         | n/b                                                  | n/b                                  | n/b                    | n/b                                                   | n/b                               | n/b                             |
| Shannon Chemical<br>po Box 376<br>Malvern PA 19355                  | nb                                                 | nb                       | nb                                                   | \$2.27<br>1 pallet Min<br>(30 Pails) | nb                     | nb                                                    | nb                                | nb                              |
| Monson Co<br>1 Runway Rd<br>So Portland ME 04106                    | nb                                                 | nb                       | nb                                                   | \$2.057<br>Min (36 Pails)            | \$3.39<br>1000 gal     | nb                                                    | \$24.25<br>55 bags                | \$35.80<br>44 bags              |

DANIEL R LYNCH  
Finance Director  
[d.lynch@dover.nh.gov](mailto:d.lynch@dover.nh.gov)

ANN M. LEGERE, CPPB  
Purchasing Agent  
[a.legere@dover.nh.gov](mailto:a.legere@dover.nh.gov)



288 Central Avenue  
Dover, New Hampshire 03820-4169

(603) 516-6030  
Fax: (603) 516-6097  
[www.dover.nh.gov](http://www.dover.nh.gov)

## ***City of Dover, New Hampshire***

OFFICE OF THE FINANCE DIRECTOR

**NOTICE OF AWARD to (insert Vendor)**  
**PER SPECIFICATIONS OUTLINED IN**  
**REQUEST FOR BID # B15073**  
**Approved Council Resolution R2015.07.22**

**Various Chemicals as needed**  
**July 1, 2015 to June 30, 2016**

The OWNER has considered the BID submitted by you for the above described opened on June 2, 2015.

You are hereby notified that your BID has been accepted for the product and pricing **highlighted in yellow** on the results page.

The terms of the REQUEST FOR BID and BID, including but not limited to insurance requirements, are incorporated herein by reference.

Please return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

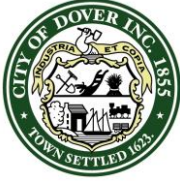
### ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged, this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ Phone \_\_\_\_\_





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.6.**

Resolution Number: **R – 2015.07.22 – 96**

Resolution Re: B15080 Household Hazardous Waste Clean Up Day

WHEREAS: The sealed request for bid B15080 was solicited and received for household hazardous waste collection services on July 2, 2015 at 11:00 am; and

WHEREAS: Three qualified firms responded with price quotes for different chemicals that the City anticipates will be collected for the project in its entirety; and

WHEREAS: Low bid meeting specifications was submitted by MXI Environmental Service LLC of Langhorne PA at varying rates for collection various household hazardous waste chemicals. The estimated annual expenditure is \$27,000. The Household Hazardous Waste Collection Day will held on a Saturday (to be determined) either 8/29/15 or 9/19/15.

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 MXI Environmental Services LLC for household hazardous waste day given rates provided in conjunction with bid B15080. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

### Financing

| Account                      | Description                     | Appropriation | Balance |
|------------------------------|---------------------------------|---------------|---------|
| 3320.1.300.43230.4421.000000 | Recycling Management Collection | 27,000        | 27,000  |

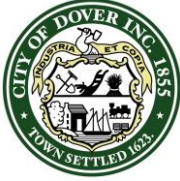
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

Approved as to Legal  
Form and Compliance: Anthony Blenkinsop  
General Legal Counsel

Recorded by: Karen Lavertu  
City Clerk



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.6.**

Resolution Number: **R – 2015.07.22 – 96**

Resolution Re: B15080 Household Hazardous Waste Clean Up Day

### DOCUMENT HISTORY:

First Reading Date:

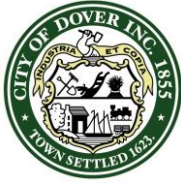
Public Hearing Date:

Approved Date:

Effective Date:

### DOCUMENT ACTIONS:

| VOTING RECORD                          |     |    |
|----------------------------------------|-----|----|
| Date of Vote:                          | YES | NO |
| Mayor Karen Weston                     |     |    |
| Deputy Mayor Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1        |     |    |
| Councilor William Garrison III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3   |     |    |
| Councilor Dorothea Hooper, Ward 4      |     |    |
| Councilor Catherine Cheney, Ward 5     |     |    |
| Councilor Jason Gagnon, Ward 6         |     |    |
| Councilor Anthony McManus, At Large    |     |    |
| Total Votes:                           |     |    |
| Resolution does   does not pass.       |     |    |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.6.**

Resolution Number: **R – 2015.07.22 – 96**

Resolution Re: B15080 Household Hazardous Waste Clean Up Day

### RESOLUTION BACKGROUND MATERIAL:

Sealed bid B15080 was requested and received for HHW collection on July 2, 2015 at 11:00 am. Three qualified vendors responded with various price quotes for the various chemicals the City anticipates will be collected. Low bid meeting specifications was submitted by MXI Environmental Services LLC and it is the recommendation to award this year's project to this vendor. MXI Environmental Services LLC has successfully completed this service for the City for the past several years.

### Bid Information:

Sealed bid B15080 was requested and received for HHW collection on July 2, 2015 at 11:00 am

### Award Information:

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

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

### Purchasing Information:

|                                    |                                |                                     |                                                                                                    |
|------------------------------------|--------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Type:</b>                       | Purchase Order                 | <b>Advertised:</b>                  | yes                                                                                                |
| <b>Invitations Mailed:</b>         | 106                            | <b>Number of Responses:</b>         | 3                                                                                                  |
| <b>Warranty:</b>                   | na                             | <b>Terms:</b>                       | Net 30, FOB Dover                                                                                  |
| <b>Work Bonded:</b>                | No                             | <b>Contract:</b>                    | Yes                                                                                                |
| <b>Prices will hold for:</b>       | until completion HHW           | <b>Estimated Delivery:</b>          | As needed                                                                                          |
| <b>Recommended Award to:</b>       | MXI Environmental Services LLC | <b>Fund:</b>                        | Recycling Collections                                                                              |
| <b>Other Approvals Required:</b>   | No                             | <b>References Checked:</b>          | Satisfactory                                                                                       |
| <b>Previously Worked for City:</b> | Yes                            | <b>Reason for Council Approval:</b> | Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation |

Exhibit A – B15080 Bid Results  
Exhibit B – B15080 Draft Contract Documents

| B15080<br>HOUSEHOLD HAZARDOUS WASTE<br>RESULTS | unit   | Clean Ventures Inc<br>138 Lelan Dt<br>Framingham MA 01702 | Tradebe<br>47 Gracey Ave<br>Meriden CT 06451 | MXI Environmental<br>26319 Old Trail Rd<br>Abbingtion VA 24210 |
|------------------------------------------------|--------|-----------------------------------------------------------|----------------------------------------------|----------------------------------------------------------------|
| Aerosols/Propane/Fire Ext                      | 55 gal | Aerosols \$135*                                           | 179.00                                       | 205.00                                                         |
| Flammable Liquids                              | 55 gal | 195.00                                                    | 184.00                                       | 175.00                                                         |
| Flammable Liquids                              | cy box | 595.00                                                    | 624.00                                       | 365.00                                                         |
| Pesticides                                     | 55 gal | 325.00                                                    | 250.00                                       | 230.00                                                         |
| Mercury                                        | 5 gal  | 125.00                                                    | 161.00                                       | 125.00                                                         |
| Oxidizers                                      | 55 gal | 275.00                                                    | 375.00                                       | 250.00                                                         |
| Acids                                          | 55 gal | 250.00                                                    | 235.00                                       | 220.00                                                         |
| Asbestos                                       | 55 gal | 125.00                                                    | 175.00                                       | 100.00                                                         |
| Resins Adhesives                               | cy box | 475.00                                                    | 624.00                                       | 365.00                                                         |
| Resins Adhesives                               | 55 gal | 125.00                                                    | 175.00                                       | 175.00                                                         |
| Bulk Organics                                  | 55 gal | 295.00                                                    | 65.00                                        | 175.00                                                         |
| Misc. Chemicals                                | 55 gal | 250.00                                                    | 250.00                                       | 250.00                                                         |
| Misc. Chemicals                                | 5 gal  | 105.00                                                    | 125.00                                       | 125.00                                                         |
| Fixed Costs                                    |        |                                                           |                                              |                                                                |
| Site Set Up - Mobiliztion/Demobilization Fee   |        | 2,800.00                                                  | 0.00                                         | N/C                                                            |
| Transportation                                 |        | incl                                                      | 150.00                                       | 1,000.00                                                       |
| Labor                                          |        | incl                                                      | 1,105.00                                     | N/C                                                            |
| Materials                                      |        | incl                                                      | 0.00                                         | N/C                                                            |
| recovery fees                                  |        | incl                                                      | 0.00                                         | N/C                                                            |
| Minimum cost                                   |        | 7,500.00                                                  | No min                                       | no min                                                         |

\* propane tank Lg \$15

propane tank sm \$8

fire ext \$25

\*\* off-specification PCP

will be invoiced at

\$895 per 55 gal drum



CITY OF DOVER

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

## [STANDARD CITY] AGREEMENT

**THE CITY OF DOVER**, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and \_\_\_\_\_ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, ***if applicable***)(address) \_\_\_\_\_(the "Vendor"), who for valuable consideration agree as follows (the "Agreement"):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B\_\_\_\_\_ entitled "\_\_\_\_\_" issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the "Agreement Documents"):
  - a. Agreement (5 pages);
  - b. RFP #B\_\_\_\_\_ issued by the City of Dover;
  - c. Response of the Vendor dated \_\_\_\_\_, 2014;
  - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B\_\_\_\_\_ ; 3) response of the Vendor; and 4) any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon \_\_\_\_\_. This Agreement shall end on (*insert date or if no specific date "completion of all work required under the Scope of Services and payment therefore."*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover





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shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

**7. Insurance.**

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

- 8. Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the



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Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.



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17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

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

To Vendor  
(insert contact and address)



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25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

**Signatures To Follow.**

**VENDOR**

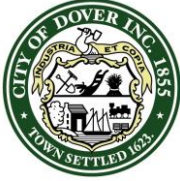
\_\_\_\_\_  
[name], Duly Authorized

\_\_\_\_\_  
Date

**CITY OF DOVER**

\_\_\_\_\_  
J. Michael Joyal, Jr., City Manager

\_\_\_\_\_  
Date



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.7.**

Resolution Number: **R – 2015.07.22 – 97**

Resolution Re: B15082 John Deere 544K Loader or Equal

WHEREAS: A Sealed Request for Bid B15082 was issued and received for one JD 544K Loader OR Equal with plow, wing assembly and other options on July 7, 2015 at 11:00 am. the City will be trading in a 1987 John Deere 544 E loader with Craig wing and plow and 3.0 yd bucket machine has approximately 20,000 hours; and

WHEREAS: Four vendors replied with varying equipment and costs. The offer deemed most advantageous to the city was submitted by Nortrax Equipment Inc of Pembroke NH for a 2015 JD 544L loader with a deduction for the trade in and various additional options outlined in the results page. Total cost of this unit will be \$178,954.00

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 Nortrax Equipment Inc for one 2015 JD 544K loader plus options at rates provided in conjunction with Bid B15082. The amount of this authorization shall be limited so as not to exceed available funding.

| Financing                      |                        |               |         |
|--------------------------------|------------------------|---------------|---------|
| Account                        | Description            | Appropriation | Balance |
| 4015.1.300.43121.4743.03110.15 | CS Heavy Equipment CIP | 200,000       | 200,000 |

### AUTHORIZATION

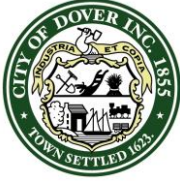
Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By Request

Approved as to Legal  
Form and Compliance: Anthony Blenkinsop  
General Legal Counsel

Recorded by: Karen Lavertu  
City Clerk





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.7.**

Resolution Number: **R – 2015.07.22 – 97**

Resolution Re: B15082 John Deere 544K Loader or Equal

### DOCUMENT HISTORY:

First Reading Date:

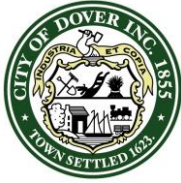
Public Hearing Date:

Approved Date:

Effective Date:

### DOCUMENT ACTIONS:

| VOTING RECORD                          |     |    |
|----------------------------------------|-----|----|
| Date of Vote:                          | YES | NO |
| Mayor Karen Weston                     |     |    |
| Deputy Mayor Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1        |     |    |
| Councilor William Garrison III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3   |     |    |
| Councilor Dorothea Hooper, Ward 4      |     |    |
| Councilor Catherine Cheney, Ward 5     |     |    |
| Councilor Jason Gagnon, Ward 6         |     |    |
| Councilor Anthony McManus, At Large    |     |    |
| Total Votes:                           |     |    |
| Resolution does   does not pass.       |     |    |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.7.**

Resolution Number: **R – 2015.07.22 – 97**

Resolution Re: B15082 John Deere 544K Loader or Equal

### **RESOLUTION BACKGROUND MATERIAL:**

After reviewing the bid offers, the Fleet Supervisor has indicated that the John Deere would be the most suitable machine for the City of Dover based on the following reasons.

- 1) Machine has the longest full coverage warranty (5 years or 4000 hrs)
- 2) Comes with optional Axle coolers for use with our roadside mower
- 3) Parts interchangeability and standardization with our existing fleet
- 4) Manufactured in the United States (no customs fees for replacement parts)
- 5) Machine has Optional salt handling package (corrosive environment)
- 7) Lowest delivery date

### **Bid Information:**

Scaled Bid B15082 was solicited and received on July 7, 2015 @ 11:00am

### **Award Information:**

A purchase order will be issued to the vendor selected to authorize expenditure of \$178,954.00. Base unit \$151,750 less trade in (\$20,000) plus plow \$11,431, plus wing assembly \$23,059 plus options totaling \$12,714

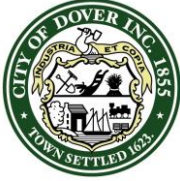
### **Purchasing Information:**

|                                    |                                      |                                     |                                                                                                    |
|------------------------------------|--------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Type:</b>                       | Purchase Order                       | <b>Advertised:</b>                  | Yes                                                                                                |
| <b>Invitations Mailed:</b>         | 104                                  | <b>Number of Responses:</b>         | 4                                                                                                  |
| <b>Warranty:</b>                   | 60 months or 4000 Hours Full Machine | <b>Terms:</b>                       | Net 30, FOB Dover                                                                                  |
| <b>Work Bonded:</b>                | No                                   | <b>Contract:</b>                    | Yes                                                                                                |
| <b>Prices will hold for:</b>       | Until delivered                      | <b>Estimated Delivery:</b>          | As needed                                                                                          |
| <b>Recommended Award to:</b>       | Nortrax Equipment Inc                | <b>Fund:</b>                        | CIP                                                                                                |
| <b>Other Approvals Required:</b>   | No                                   | <b>References Checked:</b>          | Satisfactory                                                                                       |
| <b>Previously Worked for City:</b> | Yes                                  | <b>Reason for Council Approval:</b> | Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation |

Exhibit A – B15085 Bid Results

|                                                                                                                             |                      |                         |                                                         |                     |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|---------------------------------------------------------|---------------------|
| B15082                                                                                                                      | Beauregard Equipment | Chadwick Barsoss        | Equipment East LLC                                      | Nortrax Inc         |
| manufacturer                                                                                                                | Case                 | volvo                   | Doosan                                                  | JD                  |
| model                                                                                                                       | 621F                 | L-70H                   | DR250-5                                                 | 544K                |
| operating weight                                                                                                            | 26711                | 30280                   | 31900                                                   | 29138               |
| Eng HP                                                                                                                      | 172                  | 170                     | 172                                                     | 163                 |
| Fuel Gals/hr                                                                                                                | 1.75                 | 1.6-2.0                 | Heavy Duty 3.5<br>Light Duty 2.4                        | 1.6-3.0             |
| Min Road speed MPH                                                                                                          | 0-24                 | 27.3 max                | 1.1                                                     | 24.9                |
| origin                                                                                                                      | USA                  | USA                     | Korea                                                   | USA                 |
| warrantee period                                                                                                            | 1 year<br>2000 hrs   | 1 yr 2500 hrs           | 1 yr 1500hr full<br>3 yr 5000 Power<br>train/hydraulics | 60 month<br>4000 hr |
| warrantee coverage terms                                                                                                    | attached             | full machine            | attached                                                | full machine        |
| delivery in calendar days                                                                                                   | 90                   | 60                      | 8 weeks<br>plow and wing                                | 45-60 days          |
| Location for svcs & parts                                                                                                   | concord NH           | concord Nh              | Dracut MA                                               | Pembroke NH         |
| Component life cycle data                                                                                                   | Yes                  | yes                     | GPS                                                     | no                  |
| will you provide demonstration                                                                                              | Yes                  | yes                     | yes                                                     | yes                 |
| Base Lump sum                                                                                                               | 133,500.00           | 156,121.00              | 136,890.00                                              | 151,750.00          |
| Trade In Allowance                                                                                                          | (18,000.00)          | (19,000.00)             | (15,000.00)                                             | (20,000.00)         |
| Craig 4900 Hydraulic reversible plow                                                                                        | 11,209.00            | wing& plow<br>Installed | 12,160.00                                               | 11,431.00           |
| Craig 301FM hydraulic wheel wing assembly                                                                                   | 27,209.00            | 36,073.00               | 27,105.00                                               | 23,059.00           |
| <b>SUM</b>                                                                                                                  | <b>153,918.00</b>    | <b>173,194.00</b>       | <b>161,155.00</b>                                       | <b>166,240.00</b>   |
| Optional automatic reversing fan drive with monitor adjustable 20 - 40 minute time increments                               | 300.00               | 615.00                  | standard                                                | 1,085.00            |
| Unit has optional axle coolers                                                                                              | na                   | na                      | na                                                      | 1,449.00            |
| Optional Ride control, automatic with monitor adjustable speed settings                                                     | 1,900.00             | 3,100.00                | 3,500.00                                                | 2,810.00            |
| Optional High-lift loader linkage for additional 1'1" height to hinge pin, fully raised                                     | 3,600.00             | 4,850.00                | 5,275.00                                                | 2,985.00            |
| Optional electrical corrosion-prevention protection for protection in corrosive environments such as salt handling          | na                   | 8,175.00                | na                                                      | 1,486.00            |
| Optional centrifugal engine air intake pre-cleaner for heavy airborne debris or dust                                        | incl                 | 660.00                  | standard                                                | 431.00              |
| Optional centrifugal cab fresh air pre-cleaner for heavy airborne debris and dust.                                          | incl                 | 250.00                  | standard                                                | standard            |
| Optional heated mirrors for cold weather environments.                                                                      | 400.00               | 225.00                  | standard                                                | 436.00              |
| Optional environmental drains and oil sampling for the engine oil, transmission oil, hydraulic oil, and engine coolant.     | incl                 | 150.00                  | standard                                                | 287.00              |
| Optional heated seat with headrest and independent height and weight adjustment for operator comfort and cold environments. | 384.00               | standard                | 350.00                                                  | 580.00              |

|                                                                                                                        |                   |                       |                   |                   |
|------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|-------------------|-------------------|
| Optional Z-Bar or High-Lift Never Grease Pin Joints to minimize the amount of greasing service required of the machine | na                | na                    | na                | 1,165.00          |
| Rear View Camera                                                                                                       |                   | 1,045.00              |                   |                   |
| Keyless entry                                                                                                          |                   | 300.00                |                   |                   |
| auto greaser                                                                                                           |                   |                       | 7,670.35          |                   |
|                                                                                                                        |                   | See List of Exeptions |                   |                   |
| SUM OPTIONS                                                                                                            | 6,584.00          | 19,370.00             | 16,795.35         | 12,714.00         |
| <b>TOTAL COST ALL</b>                                                                                                  | <b>160,502.00</b> | <b>192,564.00</b>     | <b>177,950.35</b> | <b>178,954.00</b> |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.8.**

Resolution Number: **R – 2015.07.22 – 98**

Resolution Re: **APPROVAL OF COMMUNITY ACTION PARTNERSHIP OF  
STRAFFORD COUNTY LEASE AGREEMENT  
ROOM 240**

WHEREAS: Community Action Partnership of Strafford County, a New Hampshire non-profit corporation, seeks to enter into a Lease Agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is to be at the McConnell Center, 30 St. Thomas Street, Dover, New Hampshire, Room 240, which contains 1,462 square feet.

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

The City Manager is authorized to sign a Lease Agreement between the City of Dover and Community Action Partnership of Strafford County for a term of two (2) years, with the option to renew for two (2) additional two (2) year terms, for Room 240 in the McConnell Center.

### AUTHORIZATION

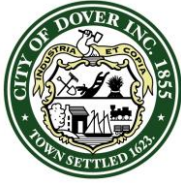
Approved as to Funding: Daniel Lynch  
Finance Director

Sponsored by: Mayor Karen Weston  
By request

Approved as to Legal Form:  
and Compliance: Anthony I. Blenkinsop  
General Legal Counsel

Recorded by: Karen Lavertu  
City Clerk





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2015.07.22 – 98**

Resolution Re: **APPROVAL OF COMMUNITY ACTION PARTNERSHIP OF  
STRAFFORD COUNTY LEASE AGREEMENT  
ROOM 240**

### DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

### DOCUMENT ACTIONS:

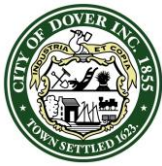
| VOTING RECORD                           |     |    |
|-----------------------------------------|-----|----|
| Date of Vote:                           | YES | NO |
| Mayor, Karen Weston                     |     |    |
| Deputy Mayor, Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1         |     |    |
| Councilor William Garrison, III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3    |     |    |
| Councilor Dorothea Hooper, Ward 4       |     |    |
| Councilor Catherine Cheney, Ward 5      |     |    |
| Councilor Jason Gagnon, Ward 6          |     |    |
| Councilor, Anthony McManus, At Large    |     |    |
| Total Votes:                            |     |    |
| Resolution does   does not pass.        |     |    |

### RESOLUTION BACKGROUND MATERIAL:

The City of Dover leases space at the McConnell Center to non-profit organizations and state agencies.

See draft Lease Agreement attached hereto.

In the spring of 2015 the City revised and updated its form McConnell Center Lease. A track change copy of the revised Form Lease is also attached hereto to show changes from prior draft of Form Lease



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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** made this 1st day of July, 2015, by and between **COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY** of P.O. Box 160, Dover, New Hampshire 03821-0160 (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 (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:

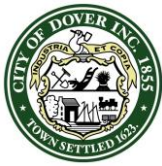
#### 1. Description and Term.

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 1,462 square feet and more particularly identified on the McConnell Center Plans dated February 6, 2006 as room 240 (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed the parking spaces will not be reserved but will be used on a first come first served basis with no signage designating parking spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of LESSEE’s Lease Agreement shall be for two (2) years beginning on July 1, 2015 and ending on June 30, 2017. There shall be an option to renew for two (2) additional two (2) year terms at the LESSEE’S request pursuant to Paragraph 7.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1<sup>st</sup> 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 1,462 square feet and calculated using the following components:



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COMMUNITY ACTION PARTNERSHIP 1,462 sq. ft.

| Component             | Rate           | Annual             | Monthly          |
|-----------------------|----------------|--------------------|------------------|
| Fixed Rent            | \$ 6.50        | \$ 9,503.00        | \$ 791.92        |
| Capital Reserve       | \$ 0.40        | \$ 584.80          | \$ 48.73         |
| Utilities (*)         | <u>\$ 6.50</u> | <u>\$ 9,503.00</u> | <u>\$ 791.92</u> |
| Total Rent Assessment | \$13.40        | \$19,590.80        | \$1,632.57       |

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

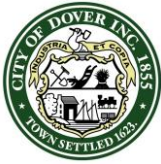
## 2. Operations and Maintenance.

The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$6.50/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 previous year's actual cost of operating and maintaining the building. The total square footage of leased Space in the McConnell Center is 53,753 square feet. The annual revision of Operation and Maintenance costs shall occur in February and take effect the following July 1<sup>st</sup>.

## 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



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Agreement, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.

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

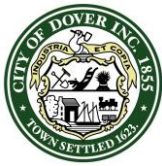
In the event the Space shall be taken either under threat of eminent domain or by eminent domain proceedings in whole, then this Lease Agreement shall be terminated and the rent shall be pro-rated and returned to the LESSEE as of the date of such taking. A condemnation award shall belong exclusively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



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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.

#### **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.**

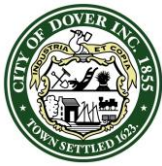
In the event the LESSEE fails to perform its obligations under this Lease Agreement, this Lease Agreement is defaulted; and the LESSOR is entitled to immediate occupation and possession of the Space and the associated parking spaces. If the LESSEE shall default in the observance or performance of any 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, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:





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- (i) any injury to, or the death of, any person(s);
- (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.**

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 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. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

#### **13. Liens and Encumbrances.**

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

#### **14. Parties Bound.**

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

#### **15. Notice.**

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

#### **16. Modification of Lease Agreement.**

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

#### **17. Section Headings.**

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

#### **18. Severability.**

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect 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.**

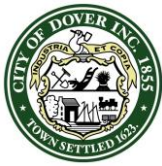
The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease Agreement and determine all rights hereunder.

#### **20. Security Deposit.**

Upon execution of this Lease Agreement, LESSEE deposits with LESSOR \$0, 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.



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IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COMMUNITY ACTION PARTNERSHIP  
OF STRAFFORD COUNTY

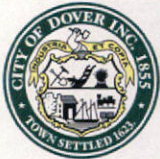
\_\_\_\_\_  
Witness  
Date

By: \_\_\_\_\_  
(print name)  
Duly Authorized

CITY OF DOVER

\_\_\_\_\_  
Witness  
Date

By: \_\_\_\_\_  
J. Michael Joyal, Jr., City Manager  
Duly Authorized



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## [FORM] LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, a New Hampshire corporation, of 61 Locust Street, Suite \_\_\_\_\_, Dover, New Hampshire 03820 (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.

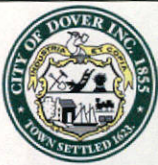
That the LESSOR does hereby demise and lease to the LESSEE the SpacePremises within the City's McConnell Center located at 61 Locust~~30 St. Thomas~~ Street, Dover, New Hampshire, which Space is intended to containing \_\_\_\_\_ square feet and more particularly identified on the McConnell Center Plans dated February 6, 2006 as rooms \_\_\_\_\_ (the "Space").

In conjunction with the use of the SpacePremises, LESSEE shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE's normal operations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed the parking spaces will not be reserved ~~andbut will be~~ used on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of LESSEE's Lease Agreement shall be for \_\_\_\_\_ years beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. There shall be an option to renew for \_\_\_\_\_ additional \_\_\_\_\_ year terms at the LESSEE'S request pursuant to Paragraph 7. ~~Each additional term shall be separately negotiated.~~

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 \_\_\_\_\_ square feet and calculated using the following components:





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|                       |      | Sq. Ft |         |
|-----------------------|------|--------|---------|
| Component             | Rate | Annual | Monthly |
| Fixed Rent            | \$ 0 | \$0.00 | \$0     |
| Capital Reserve       | \$ 0 | \$0.00 | \$0     |
| Utilities (*)         | \$ 0 | \$0.00 | \$0     |
| Other as agreed       | \$ 0 | \$0.00 | \$0     |
| Total Rent Assessment | \$ 0 | \$0.00 | \$0     |

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

## 2. Operations ~~Utilities~~ and Maintenance.

The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space~~Premises~~, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$\_\_\_\_/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 previous year's actual cost of operating and maintaining the building. The total square footage of leased Space~~Premises in the McConnell Center~~ is 53,753 square feet. The annual revision of Operation and Maintenance costs shall occur in February and take effect the following July 1<sup>st</sup>.

## 3. Condition of Premises.

The LESSOR leases the Space~~Premises~~ "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space~~Premises~~; 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~~Premises~~, 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~~Premises~~, 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 are at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against





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casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the SpacePremises prior to occupancy.

LESSOR agrees to maintain the SpacePremises in condition fit for their 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 Spacepremises 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 Spacepremises.

#### 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 Spacepremises or any portion of ~~it isthem are~~ 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 equivalent of total destruction, this Lease Agreement shall automatically terminate.

In the event these SpacePremises 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.

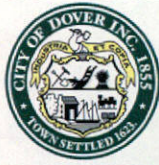
#### 6. Use.

The LESSEE shall only use the SpacePremises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the SpacePremises shall be used for non-profit purposes only. No residential use shall be permitted.

#### 7. Renewal of Lease.

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





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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 ~~and seek to continue its Lease upon such terms and conditions as the parties may then agree as set forth in Section 1 herein.~~

#### 8. Subletting and Assignment.

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

#### 9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease Agreement, including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the SpacePremises, 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 SpacePremises 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 expenses 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 SpacePremises 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, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, (including all





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reasonable attorney's fees and expenses), causes of action, 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 SpacePremises;
- (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 SpacePremises or any part thereof or the ownership, occupancy or thereof.

#### 12. Insurance.

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 SpacePremises to be considered primary 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 personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

#### 13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE's SpacePremises or on the McConnell Center or on the rents or income there from 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.





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#### 16. Modification of Lease.

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

#### 17. Section Headings.

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

#### 18. Severability.

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect 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 \$0, 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 Premises 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 not 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.





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**22. Amendment.**

~~\_\_\_\_\_ This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.~~

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TENANT  
By

\_\_\_\_\_  
Witness

Date

\_\_\_\_\_  
Duly Authorized

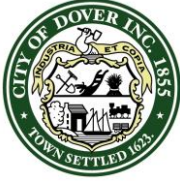
THE CITY OF DOVER  
By J. Michael Joyal, Jr.

\_\_\_\_\_  
Witness

Date

\_\_\_\_\_  
Duly Authorized





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.9.**

Resolution Number: **R – 2015.07.22 – 99**  
Resolution Re: **APPROVAL OF CASA NH LEASE AGREEMENT  
ROOM 303**

WHEREAS: CASA NH, a New Hampshire non-profit corporation, seeks to enter into a Lease Agreement with the City of Dover; and

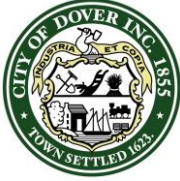
WHEREAS: The location the Leased Premises is to be at the McConnell Center, 30 St. Thomas Street, Dover, New Hampshire, Room 303, which contains 839 square feet.

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

The City Manager is authorized to sign a Lease Agreement between the City of Dover and CASA NH for a term of five (5) years, with the option to renew for two (2) additional five (5) year terms, for Room 303 in the McConnell Center.

### AUTHORIZATION

|                                               |                                                |               |                                  |
|-----------------------------------------------|------------------------------------------------|---------------|----------------------------------|
| Approved as to Funding:                       | Daniel Lynch<br>Finance Director               | Sponsored by: | Mayor Karen Weston<br>By request |
| Approved as to Legal Form:<br>and Compliance: | Anthony I. Blenkinsop<br>General Legal Counsel |               |                                  |
| Recorded by:                                  | Karen Lavertu<br>City Clerk                    |               |                                  |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.9.**

Resolution Number: **R – 2015.07.22 – 99**  
Resolution Re: **APPROVAL OF CASA NH LEASE AGREEMENT  
ROOM 303**

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

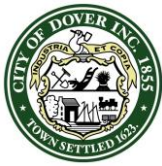
| VOTING RECORD                           |     |    |
|-----------------------------------------|-----|----|
| Date of Vote:                           | YES | NO |
| Mayor, Karen Weston                     |     |    |
| Deputy Mayor, Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1         |     |    |
| Councilor William Garrison, III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3    |     |    |
| Councilor Dorothea Hooper, Ward 4       |     |    |
| Councilor Catherine Cheney, Ward 5      |     |    |
| Councilor Jason Gagnon, Ward 6          |     |    |
| Councilor, Anthony McManus, At Large    |     |    |
| Total Votes:                            |     |    |
| Resolution does   does not pass.        |     |    |

### RESOLUTION BACKGROUND MATERIAL:

The City of Dover leases space at the McConnell Center to non-profit organizations and state agencies.

See draft Lease Agreement attached hereto.

In the spring of 2015 the City revised and updated its form McConnell Center Lease. A track change copy of the revised Form Lease is also attached hereto to show changes from prior draft of Form Lease.



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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** made this 1st day of July, 2015, by and between **CASA NH** of P.O. Box 1327, Manchester, New Hampshire 03105 (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 (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:

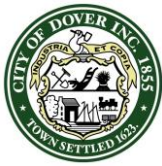
#### 1. Description and Term.

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 on the McConnell Center Plans dated February 6, 2006 as room 303 (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed the parking spaces will not be reserved but will be used on a first come first served basis with no signage designating parking spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot 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, 2015 and ending on June 30, 2020. There shall be an option to renew for two (2) additional five (5) year terms at the LESSEE’S request pursuant to Paragraph 7.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1<sup>st</sup> 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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CASA NH 839 Sq ft

| Component             | Rate    | Annual      | Monthly  |
|-----------------------|---------|-------------|----------|
| Fixed Rent            | \$ 6.50 | \$ 5,453.50 | \$454.46 |
| Capital Reserve       | \$ 0.40 | \$ 335.60   | \$ 27.97 |
| Utilities (*)         | \$ 6.50 | \$ 5,453.50 | \$454.46 |
| Other as agreed       | \$ 0.00 | \$ 0.00     | \$ 0.00  |
| Total Rent Assessment | \$13.40 | \$11,242.60 | \$936.89 |

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

## 2. Operations and Maintenance.

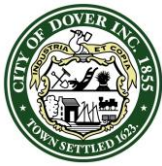
The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$6.50/sf 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 previous year's actual cost of operating and maintaining the building. The total square footage of leased Space in the McConnell Center is 53,753 square feet. The annual revision of Operation and Maintenance costs shall occur in February and take effect the following July 1<sup>st</sup>.

## 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





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casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.

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

#### **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.

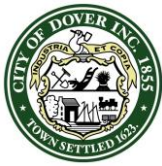
#### **10. Default/Early Termination.**

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, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:



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- (i) any injury to, or the death of, any person(s);
- (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.**

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 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. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

#### **13. Liens and Encumbrances.**

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

#### **14. Parties Bound.**

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

#### **15. Notice.**

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

#### **16. Modification of Lease Agreement.**

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

#### **17. Section Headings.**

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

#### **18. Severability.**

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect 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.

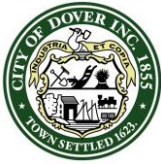
#### **20. Security Deposit.**

Upon execution of this Lease Agreement, LESSEE deposits with LESSOR \$0 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.





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**IN WITNESS WHEREOF**, the parties have hereunto executed this Lease agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CASA NH, LESSEE

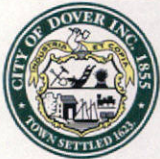
\_\_\_\_\_  
Witness  
Date

By: \_\_\_\_\_  
(print name)  
Duly Authorized

CITY OF DOVER, LESSOR

\_\_\_\_\_  
Witness  
Date

By: \_\_\_\_\_  
J. Michael Joyal, Jr., City Manager  
Duly Authorized



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## [FORM] LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, a New Hampshire corporation, of 61 Locust Street, Suite \_\_\_\_\_, Dover, New Hampshire 03820 (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.

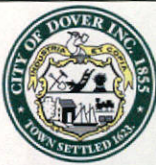
That the LESSOR does hereby demise and lease to the LESSEE the SpacePremises within the City's McConnell Center located at 61 Locust30-St. Thomas Street, Dover, New Hampshire, which Space is intended to containing \_\_\_\_\_ square feet and more particularly identified on the McConnell Center Plans dated February 6, 2006 as rooms \_\_\_\_\_ (the "Space").

In conjunction with the use of the SpacePremises, LESSEE shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE's normal operations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed the parking spaces will not be reserved ~~andbut will be~~ used on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of LESSEE's Lease Agreement shall be for \_\_\_\_\_ years beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. There shall be an option to renew for \_\_\_\_\_ additional \_\_\_\_\_ year terms at the LESSEE'S request pursuant to Paragraph 7. ~~Each additional term shall be separately negotiated.~~

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 \_\_\_\_\_ square feet and calculated using the following components:





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|                       |      | Sq. Ft |         |
|-----------------------|------|--------|---------|
| Component             | Rate | Annual | Monthly |
| Fixed Rent            | \$ 0 | \$0.00 | \$0     |
| Capital Reserve       | \$ 0 | \$0.00 | \$0     |
| Utilities (*)         | \$ 0 | \$0.00 | \$0     |
| Other as agreed       | \$ 0 | \$0.00 | \$0     |
| Total Rent Assessment | \$ 0 | \$0.00 | \$0     |

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

## 2. Operations ~~Utilities~~ and Maintenance.

The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space~~Premises~~, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$ \_\_\_\_/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 previous year's actual cost of operating and maintaining the building. The total square footage of leased Space~~Premises in the McConnell Center~~ is 53,753 square feet. The annual revision of Operation and Maintenance costs shall occur in February and take effect the following July 1<sup>st</sup>.

## 3. Condition of Premises.

The LESSOR leases the Space~~Premises~~ "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space~~Premises~~; 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~~Premises~~, 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~~Premises~~, 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 are at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against





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casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the SpacePremises prior to occupancy.

LESSOR agrees to maintain the SpacePremises in condition fit for their 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 Spacepremises 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 Spacepremises.

#### 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 Spacepremises or any portion of ~~it isthem are~~ 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 equivalent of total destruction, this Lease Agreement shall automatically terminate.

In the event these SpacePremises 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.

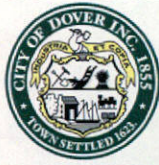
#### 6. Use.

The LESSEE shall only use the SpacePremises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the SpacePremises shall be used for non-profit purposes only. No residential use shall be permitted.

#### 7. Renewal of Lease.

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





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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 ~~and seek to continue its Lease upon such terms and conditions as the parties may then agree as set forth in Section 1 herein.~~

#### 8. Subletting and Assignment.

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

#### 9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease Agreement, including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the SpacePremises, 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 SpacePremises 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 expenses 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 SpacePremises 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, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, (including all





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reasonable attorney's fees and expenses), causes of action, 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 SpacePremises;
- (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 SpacePremises or any part thereof or the ownership, occupancy or thereof.

## 12. Insurance.

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 SpacePremises to be considered primary 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 personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

## 13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE's SpacePremises or on the McConnell Center or on the rents or income there from 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.





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#### 16. Modification of Lease.

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

#### 17. Section Headings.

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

#### 18. Severability.

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect 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 \$0, 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 Premises 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 not 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.





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**22. Amendment.**

~~\_\_\_\_\_ This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.~~

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TENANT  
By

\_\_\_\_\_  
Witness

Date

\_\_\_\_\_  
Duly Authorized

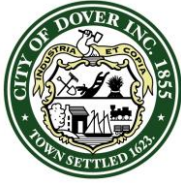
THE CITY OF DOVER  
By J. Michael Joyal, Jr.

\_\_\_\_\_  
Witness

Date

\_\_\_\_\_  
Duly Authorized





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.10.**

Resolution Number: **R – 2015.07.22 – 100**  
Resolution Re: **APPROVAL OF ZEBRA CROSSINGS LEASE AGREEMENT  
ROOM 328**

WHEREAS: Zebra Crossings, a New Hampshire non-profit corporation, seeks to enter into a Lease Agreement with the City of Dover; and

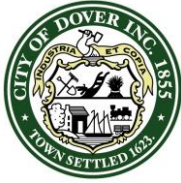
WHEREAS: The location the Leased Premises is to be at the McConnell Center, 30 St. Thomas Street, Dover, New Hampshire, Room 328, which contains 227 square feet.

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

The City Manager is authorized to sign a Lease Agreement between the City of Dover and Zebra Crossings for a term of five (5) years, with the option to renew for two (2) additional two (2) year terms, for Room 328 in the McConnell Center.

### AUTHORIZATION

|                                               |                                                |               |                                  |
|-----------------------------------------------|------------------------------------------------|---------------|----------------------------------|
| Approved as to Funding:                       | Daniel Lynch<br>Finance Director               | Sponsored by: | Mayor Karen Weston<br>By request |
| Approved as to Legal Form:<br>and Compliance: | Anthony I. Blenkinsop<br>General Legal Counsel |               |                                  |
| Recorded by:                                  | Karen Lavertu<br>City Clerk                    |               |                                  |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.A.10.**

Resolution Number: **R – 2015.07.22 – 100**  
Resolution Re: **APPROVAL OF ZEBRA CROSSINGS LEASE AGREEMENT  
ROOM 328**

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

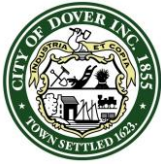
| VOTING RECORD                           |     |    |
|-----------------------------------------|-----|----|
| Date of Vote:                           | YES | NO |
| Mayor, Karen Weston                     |     |    |
| Deputy Mayor, Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1         |     |    |
| Councilor William Garrison, III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3    |     |    |
| Councilor Dorothea Hooper, Ward 4       |     |    |
| Councilor Catherine Cheney, Ward 5      |     |    |
| Councilor Jason Gagnon, Ward 6          |     |    |
| Councilor, Anthony McManus, At Large    |     |    |
| Total Votes:                            |     |    |
| Resolution does   does not pass.        |     |    |

### RESOLUTION BACKGROUND MATERIAL:

The City of Dover leases space at the McConnell Center to non-profit organizations and state agencies.

See draft Lease Agreement attached hereto.

In the spring of 2015 the City revised and updated its form McConnell Center Lease. A track change copy of the revised Form Lease is also attached hereto to show changes from prior draft of Form Lease



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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** made this 1st day of July, 2015, by and between **ZEBRA CROSSINGS**, of 61 Locust Street, Suite 328, Dover, New Hampshire 03820 (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 (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:

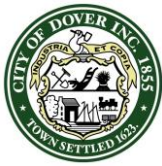
#### 1. Description and Term.

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 227 square feet and more particularly identified on the McConnell Center Plans dated February 6, 2006 as room 328 (the “Space”).

In conjunction with the use of the Space, LESSEE shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed the parking spaces will not be reserved but will be used on a first come first served basis with no signage designating parking spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot 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, 2015 and ending on June 30, 2020. There shall be an option to renew for two (2) additional two (2) year terms at the LESSEE’S request pursuant to Paragraph 7.

Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1<sup>st</sup> 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 227 square feet and calculated using the following components:



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ZEBRA CROSSINGS 227 sq. ft.

| Component             | Rate           | Annual         | Monthly        |
|-----------------------|----------------|----------------|----------------|
| Fixed Rent            | \$ 6.50        | \$ 1,475.50    | \$122.96       |
| Capital Reserve       | \$ 0.40        | \$ 90.80       | \$ 7.57        |
| Utilities (*)         | \$ 6.50        | \$ 1,475.50    | \$122.96       |
| Other as agreed       | <u>\$ 0.00</u> | <u>\$ 0.00</u> | <u>\$ 0.00</u> |
| Total Rent Assessment | \$13.40        | \$ 3,041.80    | \$253.49       |

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

## 2. Operations and Maintenance.

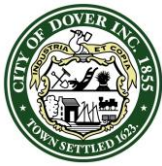
The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$6.50/sf 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 previous year's actual cost of operating and maintaining the building. The total square footage of leased Space in the McConnell Center is 53,753 square feet. The annual revision of Operation and Maintenance costs shall occur in February and take effect the following July 1<sup>st</sup>.

## 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





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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 excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.

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

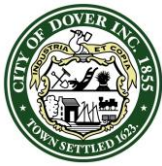
#### **5. Unavoidable Casualty and Eminent Domain.**

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.



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## **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.

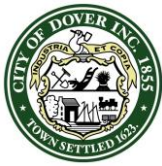
## **9. Personal Property.**

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.



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#### **11. Indemnification.**

LESSEE agrees to pay, and to protect, defend, 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.**

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 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. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

#### **13. Liens and Encumbrances.**

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

#### **14. Parties Bound.**

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

#### **15. Notice.**

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

#### **16. Modification of Lease Agreement.**

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

#### **17. Section Headings.**

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

#### **18. Severability.**

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect 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.

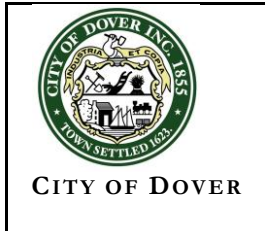
#### **19. Laws Governing.**

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\_\$0\_ 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





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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.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Lease agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ZEBRA CROSSINGS, LESSEE

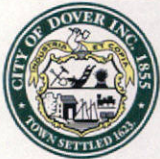
\_\_\_\_\_  
Witness  
Date

By: \_\_\_\_\_  
(print name)  
Duly Authorized

CITY OF DOVER, LESSOR

\_\_\_\_\_  
Witness  
Date

By: \_\_\_\_\_  
J. Michael Joyal, Jr., City Manager  
Duly Authorized



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## [FORM] LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, a New Hampshire corporation, of 61 Locust Street, Suite \_\_\_\_\_, Dover, New Hampshire 03820 (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.

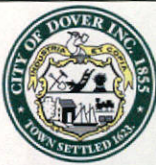
That the LESSOR does hereby demise and lease to the LESSEE the SpacePremises within the City's McConnell Center located at 61 Locust~~30 St. Thomas~~ Street, Dover, New Hampshire, which Space is intended to containing \_\_\_\_\_ square feet and more particularly identified on the McConnell Center Plans dated February 6, 2006 as rooms \_\_\_\_\_ (the "Space").

In conjunction with the use of the SpacePremises, LESSEE shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE's normal operations. Additionally, parking spaces may be available on streets adjacent to the McConnell Center. It is agreed the parking spaces will not be reserved ~~and~~ but will be used on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of LESSEE's Lease Agreement shall be for \_\_\_\_\_ years beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. There shall be an option to renew for \_\_\_\_\_ additional \_\_\_\_\_ year terms at the LESSEE'S request pursuant to Paragraph 7. ~~Each additional term shall be separately negotiated.~~

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 \_\_\_\_\_ square feet and calculated using the following components:





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|                       |      | Sq. Ft |         |
|-----------------------|------|--------|---------|
| Component             | Rate | Annual | Monthly |
| Fixed Rent            | \$ 0 | \$0.00 | \$0     |
| Capital Reserve       | \$ 0 | \$0.00 | \$0     |
| Utilities (*)         | \$ 0 | \$0.00 | \$0     |
| Other as agreed       | \$ 0 | \$0.00 | \$0     |
| Total Rent Assessment | \$ 0 | \$0.00 | \$0     |

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

## 2. Operations ~~Utilities~~ and Maintenance.

The LESSEE shall be responsible for payment of all Operations and Maintenance costs associated with the Space~~Premises~~, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this Lease Agreement is established at \$ \_\_\_\_/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 previous year's actual cost of operating and maintaining the building. The total square footage of leased Space~~Premises in the McConnell Center~~ is 53,753 square feet. The annual revision of Operation and Maintenance costs shall occur in February and take effect the following July 1<sup>st</sup>.

## 3. Condition of Premises.

The LESSOR leases the Space~~Premises~~ "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space~~Premises~~; 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~~Premises~~, 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~~Premises~~, 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 are at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against





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casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the SpacePremises prior to occupancy.

LESSOR agrees to maintain the SpacePremises in condition fit for their 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 Spacepremises 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 Spacepremises.

#### 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 Spacepremises or any portion of ~~it isthem are~~ 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 equivalent of total destruction, this Lease Agreement shall automatically terminate.

In the event these SpacePremises 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.

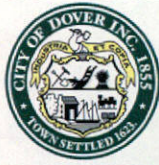
#### 6. Use.

The LESSEE shall only use the SpacePremises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the SpacePremises shall be used for non-profit purposes only. No residential use shall be permitted.

#### 7. Renewal of Lease.

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





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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 ~~and seek to continue its Lease upon such terms and conditions as the parties may then agree as set forth in Section 1 herein.~~

#### 8. Subletting and Assignment.

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

#### 9. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease Agreement, including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the SpacePremises, 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 SpacePremises 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 expenses 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 SpacePremises 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, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, (including all





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reasonable attorney's fees and expenses), causes of action, 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 SpacePremises;
- (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 SpacePremises or any part thereof or the ownership, occupancy or thereof.

#### 12. Insurance.

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 SpacePremises to be considered primary 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 personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

#### 13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE's SpacePremises or on the McConnell Center or on the rents or income there from 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.





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#### 16. Modification of Lease.

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

#### 17. Section Headings.

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

#### 18. Severability.

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect 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 \$0, 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 Premises 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 not 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.





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**22. Amendment.**

~~\_\_\_\_\_ This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.~~

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TENANT  
By \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Duly Authorized

Date

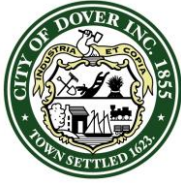
THE CITY OF DOVER  
By J. Michael Joyal, Jr.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Duly Authorized

Date





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.1.**

Resolution Number: **R – 2015.07.22 – 101**  
Resolution Re: **Appropriation For FY2016 Capital Improvements for  
Dover High School Project and Authorization for  
Bonding**

- WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds; and
- WHEREAS: The City Council adopted the FY16 CIP and related Authorization for Bonding on November 12, 2014, which included \$23,300,000 for Dover High School and Regional Career Technical Center improvements; and
- WHEREAS: The State of New Hampshire has committed grant funding in the amount of \$13,500,000 for the Regional Career Technical Center improvements portion of the overall school project; and
- WHEREAS: The Joint Building Committee's recommendation for Dover High School and Regional Career Technical Center project is estimated to cost \$86,500,000; and

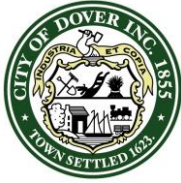
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:  
The amount of Forty-Nine Million Seven Hundred Thousand Dollars (\$49,700,000) is hereby appropriated for the Dover High School improvements project with estimated useful lives in excess of the length indicated:

| Item # | Description                    | Proposed            |          | Department | Fund    |
|--------|--------------------------------|---------------------|----------|------------|---------|
|        |                                | Appropriations      | Life/Yrs |            |         |
| 1      | Dover High School Improvements | 49,700,000          | 25       | Education  | General |
| Total  |                                | <u>\$49,700,000</u> |          |            |         |

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, upon approval of the City Manager, to establish the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

**NOTE: 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. Public hearing to be Wednesday August 12, 2015 and City Council vote to be Wednesday August 26, 2015.**



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.1.**

Resolution Number: **R – 2015.07.22 – 101**  
Resolution Re: **Appropriation For FY2016 Capital Improvements for  
Dover High School Project and Authorization for  
Bonding**

### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Robert Carrier, Deputy Mayor  
Jason Gagnon, Councilor

Approved as to Legal Anthony Blenkinsop  
Form and Compliance: General Legal Counsel

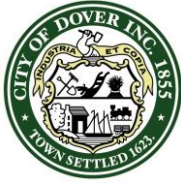
Recorded by: Karen Lavertu  
City Clerk

### DOCUMENT HISTORY:

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

### DOCUMENT ACTIONS:

| VOTING RECORD                          |     |    |
|----------------------------------------|-----|----|
| Date of Vote:                          | YES | NO |
| Mayor Karen Weston                     |     |    |
| Deputy Mayor Robert Carrier, At Large  |     |    |
| Councilor John O'Connor, Ward 1        |     |    |
| Councilor William Garrison III, Ward 2 |     |    |
| Councilor Deborah Thibodeaux, Ward 3   |     |    |
| Councilor Dorothea Hooper, Ward 4      |     |    |
| Councilor Catherine Cheney, Ward 5     |     |    |
| Councilor Jason Gagnon, Ward 6         |     |    |
| Councilor Anthony McManus, At Large    |     |    |
| Total Votes:                           |     |    |
| Resolution does   does not pass.       |     |    |



**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.1.**

Resolution Number: **R – 2015.07.22 – 101**  
Resolution Re: **Appropriation For FY2016 Capital Improvements for  
Dover High School Project and Authorization for  
Bonding**

### **RESOLUTION BACKGROUND MATERIAL:**

This resolution makes appropriations for the Dover High School project and authorizes financing by debt through the sale of bonds.

The Joint Building Committee's recommendation for Dover High School and Regional Career Technical Center project is estimated to cost \$86,500,000. The City Council adopted the FY16 CIP and related Authorization for Bonding on November 12, 2014, which included \$23,300,000 for Dover High School and Regional Career Technical Center improvements. The State of New Hampshire has committed grant funding in the amount of \$13,500,000 for the Regional Career Technical Center improvements portion of the overall school project. The remaining amount to be funded for the project is \$49,700,000.

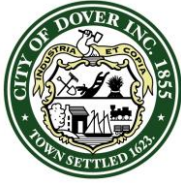
### **Legal Debt Limits**

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2015 and this authorization, against the legal debt limits.

| <b>Description</b>      | <b>School</b>      |
|-------------------------|--------------------|
| Debt Outstanding        | 18,833,607         |
| Authorized - Unissued   | <u>24,200,000</u>  |
| Total Issued & Unissued | 43,033,607         |
|                         |                    |
| This Authorization      | <u>49,700,000</u>  |
| Grant Total             | 92,733,607         |
|                         |                    |
| Legal Debt Limit        | <u>207,531,653</u> |
| Unused Capacity         | 114,798,046        |
| Percent Unused          | 55.31%             |

Notes: Legal debt limits are based on a percent of equalized assessed value. The School District's Legal debt limit is 7% of equalized assessed value per state statute. The Tax Year 2014 (Fiscal Year 2015) NH Department of Revenue Administration equalized assessed value for debt limits established for the City of Dover is \$2,964,737,895.





**CITY OF DOVER**

## CITY OF DOVER - RESOLUTION

**Agenda Item#: 13.B.1.**

Resolution Number: **R – 2015.07.22 – 101**  
Resolution Re: **Appropriation For FY2016 Capital Improvements for  
Dover High School Project and Authorization for  
Bonding**

### Debt Authorization versus Debt Retirement

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

| <b>Description</b>             | <b>School</b>     |
|--------------------------------|-------------------|
| FY16 School CIP Authorizations | 23,300,000        |
| This Authorization             | 49,700,000        |
| FY16 Debt Retirement           | <u>2,245,586</u>  |
| Net Change                     | <u>70,754,414</u> |

### Financial Policy Considerations

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

- A. School District debt shall not exceed 28% of the State of NH legal limit.
- B. General Fund debt service for any given fiscal year shall not exceed 10% of the total appropriations of the General Fund.

School District debt is projected to be over the 28% policy limit starting in FY2017 and continuing through FY2027. The debt service for the proposed Dover High School project is projected to increase General Fund debt service in excess of 10% of total General Fund appropriations starting in FY2017 and continuing through FY2027.

### Rate Impacts

The table attached to this resolution, summarize the change from year to year on the Property Tax Rate, net of existing debt service and aid, related to the project proposed to be bonded. The table reflects the impact of the new authorization and anticipated debt related to prior year authorizations for the School District. The table also reflects the net change from year to year for an average residential property for taxes on the FY15 assessed value at \$231,321.

## July 14, 2015

|                                                |                         | FY15         | FY16         | FY17           | FY18           | FY19           | FY20           | FY21           | FY22           | FY23           | FY24           | FY25           |
|------------------------------------------------|-------------------------|--------------|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| School District (Existing Debt)                | Principal               | 2,378,105.87 | 2,245,585.81 | 2,046,065.36   | 2,007,770.68   | 1,831,205.13   | 1,741,314.77   | 1,273,634.70   | 1,238,215.23   | 1,167,481.00   | 1,163,016.05   | 1,096,334.43   |
|                                                | Interest                | 1,449,907.64 | 1,446,835.05 | 1,385,213.63   | 1,362,946.98   | 1,337,937.23   | 1,330,700.79   | 378,129.73     | 336,346.10     | 280,541.46     | 226,822.39     | 173,316.58     |
|                                                | Total Existing          | 3,828,013.51 | 3,692,420.86 | 3,431,278.99   | 3,370,717.66   | 3,169,142.36   | 3,072,015.56   | 1,651,764.43   | 1,574,561.33   | 1,448,022.46   | 1,389,838.44   | 1,269,651.01   |
| <b>Proposed \$73M Bond</b>                     | Principal & Interest    |              |              | 2,920,000.00   | 2,920,000.00   | 3,016,000.00   | 3,108,000.00   | 4,492,000.00   | 4,546,000.00   | 4,643,000.00   | 4,685,000.00   | 4,770,000.00   |
| Total Projected Debt Service                   | Subtotal                | 3,828,013.51 | 3,692,420.86 | 6,351,278.99   | 6,290,717.66   | 6,185,142.36   | 6,180,015.56   | 6,143,764.43   | 6,120,561.33   | 6,091,022.46   | 6,074,838.44   | 6,039,651.01   |
| Less: Additional State Education Aid           |                         |              |              | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) |
| Less: Use of School Facilities Capital Reserve |                         |              |              | (450,000.00)   |                |                |                |                |                |                |                |                |
| Net Debt Service Obligation                    |                         | 3,828,013.51 | 3,692,420.86 | 4,452,278.99   | 4,841,717.66   | 4,736,142.36   | 4,731,015.56   | 4,694,764.43   | 4,671,561.33   | 4,642,022.46   | 4,625,838.44   | 4,590,651.01   |
| Increase (Decrease) From Prior Year            |                         |              | (135,592.65) | 759,858.13     | 389,438.67     | (105,575.30)   | (5,126.80)     | (36,251.13)    | (23,203.10)    | (29,538.87)    | (16,184.02)    | (35,187.43)    |
| Tax Rate Impact (Decrease)                     | Per \$1,000 of Value    |              | (0.05)       | 0.27           | 0.14           | (0.04)         | (0.00)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         |
| Average Residential Tax Impact (Decrease)      | Per \$1,000 of Value    |              | (11.32)      | 63.43          | 32.51          | (8.81)         | (0.43)         | (3.03)         | (1.94)         | (2.47)         | (1.35)         | (2.94)         |
| Average Commercial Tax Impact (Decrease)       | Per \$1,000 of Value    |              | (37.73)      | 211.43         | 108.36         | (29.38)        | (1.43)         | (10.09)        | (6.46)         | (8.22)         | (4.50)         | (9.79)         |
| <b>City Taxable Assessed Value</b>             | <b>2,771,031,820.00</b> |              |              |                |                |                |                |                |                |                |                |                |
| <b>Average Residential Assessed Value</b>      | <b>231,321.00</b>       |              |              |                |                |                |                |                |                |                |                |                |
| <b>Average Commercial Assessed Value</b>       | <b>771,037.00</b>       |              |              |                |                |                |                |                |                |                |                |                |

July 14, 2015

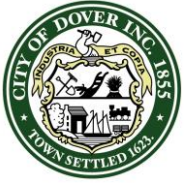
|                                                |                         | FY26           | FY27           | FY28           | FY29           | FY30           | FY31           | FY32           | FY33           | FY34           | FY35           | FY36           |
|------------------------------------------------|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| School District (Existing Debt)                | Principal               | 1,031,066.86   | 911,015.88     | 337,208.68     | 336,518.12     | 321,407.27     | 21,407.27      | 21,407.27      | 21,407.27      | 21,545.38      |                |                |
|                                                | Interest                | 122,784.29     | 77,969.19      | 41,994.76      | 28,583.50      | 15,617.32      | 2,921.58       | 2,225.84       | 1,503.34       | 754.08         |                |                |
|                                                | Total Existing          | 1,153,851.15   | 988,985.07     | 379,203.44     | 365,101.62     | 337,024.59     | 24,328.85      | 23,633.11      | 22,910.61      | 22,299.46      | 0.00           | 0.00           |
| <b>Proposed \$73M Bond</b>                     | Principal & Interest    | 4,848,000.00   | 4,991,000.00   | 5,580,000.00   | 5,564,000.00   | 5,567,000.00   | 5,852,000.00   | 5,831,000.00   | 5,804,000.00   | 5,771,000.00   | 5,756,000.00   | 5,734,000.00   |
| Total Projected Debt Service                   | Subtotal                | 6,001,851.15   | 5,979,985.07   | 5,959,203.44   | 5,929,101.62   | 5,904,024.59   | 5,876,328.85   | 5,854,633.11   | 5,826,910.61   | 5,793,299.46   | 5,756,000.00   | 5,734,000.00   |
| Less: Additional State Education Aid           |                         | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) |
| Less: Use of School Facilities Capital Reserve |                         |                |                |                |                |                |                |                |                |                |                |                |
| Net Debt Service Obligation                    |                         | 4,552,851.15   | 4,530,985.07   | 4,510,203.44   | 4,480,101.62   | 4,455,024.59   | 4,427,328.85   | 4,405,633.11   | 4,377,910.61   | 4,344,299.46   | 4,307,000.00   | 4,285,000.00   |
| Increase (Decrease) From Prior Year            |                         | (37,799.86)    | (21,866.08)    | (20,781.63)    | (30,101.82)    | (25,077.03)    | (27,695.74)    | (21,695.74)    | (27,722.50)    | (33,611.15)    | (37,299.46)    | (22,000.00)    |
| Tax Rate Impact (Decrease)                     | Per \$1,000 of Value    | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         | (0.01)         |
| Average Residential Tax Impact (Decrease)      | Per \$1,000 of Value    | (3.16)         | (1.83)         | (1.73)         | (2.51)         | (2.09)         | (2.31)         | (1.81)         | (2.31)         | (2.81)         | (3.11)         | (1.84)         |
| Average Commercial Tax Impact (Decrease)       | Per \$1,000 of Value    | (10.52)        | (6.08)         | (5.78)         | (8.38)         | (6.98)         | (7.71)         | (6.04)         | (7.71)         | (9.35)         | (10.38)        | (6.12)         |
| <b>City Taxable Assessed Value</b>             | <b>2,771,031,820.00</b> |                |                |                |                |                |                |                |                |                |                |                |
| <b>Average Residential Assessed Value</b>      | <b>231,321.00</b>       |                |                |                |                |                |                |                |                |                |                |                |
| <b>Average Commercial Assessed Value</b>       | <b>771,037.00</b>       |                |                |                |                |                |                |                |                |                |                |                |



**City of Dover**  
**Proposed DHS/CTC Project**  
**Wrapping Debt Repayment**

July 14, 2015

|                                                |                         | <b>FY37</b>    | <b>FY38</b>    | <b>FY39</b>    | <b>FY40</b>    | <b>FY41</b>    | <b>Total</b>   |
|------------------------------------------------|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| School District (Existing Debt)                | Principal               |                |                |                |                |                | 21,211,713.03  |
|                                                | Interest                |                |                |                |                |                | 10,003,051.48  |
|                                                | Total Existing          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00           | 31,214,764.51  |
| <b>Proposed \$73M Bond</b>                     | Principal & Interest    | 5,729,000.00   | 5,692,000.00   | 5,624,000.00   | 4,524,000.00   | 0.00           | 117,967,000.00 |
| Total Projected Debt Service                   | Subtotal                | 5,729,000.00   | 5,692,000.00   | 5,624,000.00   | 4,524,000.00   | 0.00           | 149,181,764.51 |
| Less: Additional State Education Aid           |                         | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) | (1,449,000.00) |                |
| Less: Use of School Facilities Capital Reserve |                         |                |                |                |                |                |                |
| Net Debt Service Obligation                    |                         | 4,280,000.00   | 4,243,000.00   | 4,175,000.00   | 3,075,000.00   | -1,449,000.00  |                |
| Increase (Decrease) From Prior Year            |                         | (5,000.00)     | (37,000.00)    | (68,000.00)    | (1,100,000.00) | (4,524,000.00) |                |
| Tax Rate Impact (Decrease)                     | Per \$1,000 of Value    | (0.00)         | (0.01)         | (0.02)         | (0.40)         | (1.63)         |                |
| Average Residential Tax Impact (Decrease)      | Per \$1,000 of Value    | (0.42)         | (3.09)         | (5.68)         | (91.83)        | (377.66)       |                |
| Average Commercial Tax Impact (Decrease)       | Per \$1,000 of Value    | (1.39)         | (10.30)        | (18.92)        | (306.07)       | (1,258.80)     |                |
| <b>City Taxable Assessed Value</b>             | <b>2,771,031,820.00</b> |                |                |                |                |                |                |
| <b>Average Residential Assessed Value</b>      | <b>231,321.00</b>       |                |                |                |                |                |                |
| <b>Average Commercial Assessed Value</b>       | <b>771,037.00</b>       |                |                |                |                |                |                |



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

The City of Dover Ordains:

### 1. PURPOSE

The purpose of this ordinance is to amend Chapter 170 of the Code of the City of Dover, entitled Zoning, by updating the Code to reflect changes in the community and in land use regulations.

The purpose of Amendment #3 is to create a new zoning district for one of the City's oldest residential neighborhoods which has a unique architectural heritage. The regulations are tailored to provide dimensional and use regulations that are consistent with the neighborhood's existing conditions and to provide design standards for new construction to support the neighborhood's heritage.

The purpose of Amendment #12 is to create regulations for "Alternative Treatment Centers." NH RSA 126:X, adopted in 2013 by House Bill 573, establishes a statutory framework for the allowance and regulation of "Alternative Treatment Centers" in order to facilitate the use of cannabis for therapeutic purposes.

### 2. AMENDMENT

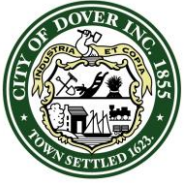
Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-6. "Definitions," to add new definitions and revise existing definitions to read as follows:

**"BUILD TO LINE** means a line parallel to the STREET right-of-way line ~~at any story level of a BUILDING and representing the minimum distance which all or any part of the BUILDING is set back from said right-of-way line located.~~ Front porches, stairs and handicap ramps may extend beyond the BUILD TO LINE ~~build to line~~ up to half their depth. If locating the BUILDING at the BUILD TO LINE is not possible due to SETBACK or buffer requirements of Chapter 170-27 or Chapter 170-27.1, the BUILDING shall be located as close to the BUILD TO LINE as feasible."

### 3. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising the official Zoning Map of the City of Dover, referred to in Section 170-8 of said Chapter as follows:

"The official Zoning Map of the City of Dover, New Hampshire, dated December 9, 2009, is amended by changing from Urban Density Multi-Residential (RM-U) District to Heritage Residential (HR) District an area of approximately 70.9 acres located along Silver Street, Summer Street, Fisher Street, Elm Street, Locust Street, Spring Street, Trakey Street, Hamilton Street, Belknap Street, Cushing Street, Lexington Street, West Concord Street, Richmond Street, Washington Street, and Trask Drive, consisting of lots 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-29A, 10-30, 10-31, 10-32, 10-33, 10-35, 10-35A, 10-36, 10-37, 10-38, 10-39, 10-57, 10-58, 10-59, 10-60, 10-78, 10-79, 10-80, 10-81, 10-82, 10-83, 10-84, 10-85, 10-86, 10-86A, 10-87, 10-88, 10-104, 10-105, 10-106, 10-107, 10-108, 10-109, 10-110, 10-111, 10-112, 10-113, 10-114, 10-115, 10-116, 10-117, 10-118, 10-118A, 10-119, 10-120, 10-121, 10-122, 10-123, 10-124, 10-125, 10-126, 10-127, 10-128, 10-129, 10-130, 10-131, 10-132, 10-133, 10-134, 10-135, 10-136, 10-137, 10-138, 10-139, 10-140, 10-141, 10-142, 10-143, 10-144, 10-145, 10-146, 10-147, 10-147A, 10-148, 10-149, 10-149A, 10-150, 10-158, 10-159, 10-160, 10-165, 10-166, 10-167, 10-168, 10-169, 10-169A,



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

10-170, 10-172, 10-173, 10-174, 10-175, 10-176, 10-177, 10-178, 10-179, 10-180, 11-5, 11-6, 11-7, 11-8, 12-7, 12-8, 12-9, 12-10, 12-11, 12-12, 12-13, 12-14, 12-15, 12-16, 12-17, 12-17A, 12-18, 12-19, 12-22, 12-23, 12-24, 12-31, 12-32, 12-33, 12-35, 12-36, 12-37, 12-38, 12-39, 12-40, 12-41, 12-42, 12-43, 12-44, 12-45, 12-46, 12-47, 12-48, 12-49, 12-50, 12-51, 12-52, 12-53, 12-54, 12-55, 12-56, 12-57, 12-58, 12-59, 12-60, 12-61, 12-62, 12-63, 12-64, 12-65, 12-66, 12-67, 12-68, 12-69, 12-70, 12-71, 12-72, 12-73, 12-74, 12-75, 12-76, 12-77, 12-78, 12-79, 12-80, 12-82, 12-83, 12-84, 12-84A, 12-85, 12-86, 12-87, 12-88, 12-89, 12-89A, 12-90, 12-91, 12-92, 12-93, 12-94, 12-95, 12-96, 12-97, 12-98, 12-99, 12-100, 12-101, 12-102, 12-103, 12-104, 12-105, 12-106, 12-107, 12-108, 12-108A, 12-109, 12-110, 12-111, 12-112, 12-112A, 12-112B, 12-113, 12-114, 12-114A, 12-115, 12-116, 12-117, 12-118, 12-119, 12-120, 12-121, 12-122, 12-123, 12-124, 12-125, 12-126, 12-126-A, 15-40A\*, 15-44, 15-45, 15-46, 15-46A, 15-47, 15-48, 15-49, 15-50, 15-51\*, 15-52, 15-108, 15-109, and 15-110.”

\* = only that portion of the lot within the RM-U District will be affected.

AND

“The official Zoning Map of the City of Dover, New Hampshire, dated December 9, 2009, is amended by changing from Medium Density Residential (R-12) District to Heritage Residential (HR) District an area of approximately 22.1 acres located along Silver Street, Towle Avenue, Clifford Street, Fisher Street, Parker Street, Woodman Park Drive, Rutland Street, and West Concord Street, consisting of lots 10-161, 12-127, 12-128, 12-129, 12-130, 12-130A, 12-131, 12-131A, 12-132, 12-133, 12-134, 12-135, 12-136, 12-137, 12-138, 12-139, 12-140, 12-140A, 12-140B, 12-141, 12-141A, 12-141B, 12-141C, 12-142, 12-143, 12-144, 12-144A, 12-145, 12-146, 12-147, 12-147A, 12-148, 12-149, 12-151, 12-152, 12-153, 12-154, 12-155, 12-156, 12-157, 12-158, 12-159, 12-160, 13-1, 13-2, 13-3, 13-30, 13-31, 13-32, 13-33, and 13-3A.”

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-7. “Establishment of Districts,” Subsection A. “Districts,” by adding “Heritage Residential District (HR)” to the list of Residential Districts.

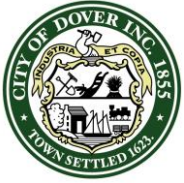
HR                      Heritage Residential District

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-7. “Establishment of Districts,” by revising Subsection B. “District Purpose Statements,” Subsection (1) “Residential Districts,” by adding the following new Subsection:

“(f) Heritage Residential District (HR)

These primarily residential NEIGHBORHOODs surrounding the Silver Street area exhibit a rare collection of interesting architecture. While primarily Victorian and characterized by wide porches, bay windows, steep roofs, and intricate and involved woodwork, there are noteworthy Colonial buildings as well. In both instances their original occupants were likely community leaders, whether early tavern



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

keepers, or later senior managers and foremen from the mill facilities that lined the Cochecho River, as well as other community professionals.

The common theme through all of these designs is both the massing and the placement of these structures in a manner that is compatible with what had gone before. It is the intent that in this district new construction, replacement construction, and new additions should continue that tradition of compatibility with the existing neighborhood.

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by adding a new Heritage Residential District Table that reads as follows:

[SEE TABLE AT END OF DOCUMENT]

#### 4. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Dimensional Regulations Tables in the Low Density Residential District (R-20), Medium Density Residential District (R-12), and Urban Density Multi-Residential District (RM-U) to replace the Outbuilding/Accessory Use front build to line, abut a street build to line, front setback and abut a street setback as follows:

R-20 District:

| <b>OUTBUILDING/ACCESSORY USE</b>               |                                                                                                              |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Front <del>BUILD TO LINE-SETBACK</del>         | <del>20 ft min, 35 ft max*</del> <u>No closer than the principal BUILDING or 35 feet, whichever is less.</u> |
| Abut a Street <del>BUILD TO LINE-SETBACK</del> | <del>20 ft min, 35 ft max*</del> <u>No closer than the principal BUILDING or 35 feet, whichever is less.</u> |

R-12 District:

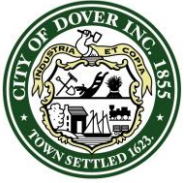
| <b>OUTBUILDING/ACCESSORY USE</b> |                                                             |
|----------------------------------|-------------------------------------------------------------|
| Front SETBACK                    | <del>{5}</del> <u>No closer than the principal BUILDING</u> |
| Abut a Street SETBACK            | <del>{5}</del> <u>No closer than the principal BUILDING</u> |

RM-U District:

| <b>OUTBUILDING/ACCESSORY USE</b> |                                                             |
|----------------------------------|-------------------------------------------------------------|
| Front SETBACK                    | <del>{3}</del> <u>No closer than the principal BUILDING</u> |
| Abut a Street SETBACK            | <del>{3}</del> <u>No closer than the principal BUILDING</u> |

#### 5. AMENDMENT





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Dimensional Regulations Table in the Medium Density Residential District (R-12) to replace the Principal Building front setback and abut a street setback with a build to line for new construction and a setback for renovations, and to revise the text of footnote [5], as follows:

| PRINCIPAL BUILDING                                    |                                 |
|-------------------------------------------------------|---------------------------------|
| Front <del>SETBACK</del> <u>BUILD TO LINE</u>         | <u>15 ft min, 25 ft max</u> [5] |
| Abut a Street <del>SETBACK</del> <u>BUILD TO LINE</u> | <u>15 ft min, 25 ft max</u> [5] |

~~“[5] For new subdivisions, the APPLICANT shall calculate the average setbacks of all lots within the same zone located within five hundred (500) feet from the exterior lot lines of the original lot to be subdivided. This dimension shall be considered to be a build to line. Regardless of the average, in no case shall the build to line be closer than five (5) feet to the front LOT line. Expansions to, or renovations of, STRUCTURES structures on existing lots have a twenty five (25) foot SETBACK setback. Vacant lots created prior to December 2009, have a build to line no closer than five (5) feet and no greater than twenty five (25) feet to the front LOT line.”~~

### 6. AMENDMENT

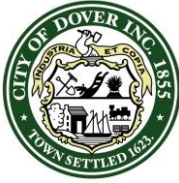
Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Dimensional Regulations Table in the Urban Density Multi-Residential District (RM-U) to replace the Principal Building front setback and abut a street setback footnote [3] to read as follows:

~~“[3] The front setback and abut a street shall be calculated by determining the setbacks of all lots within the same zone located with 500 feet from the exterior lot lines of the original lot to be subdivided. For new construction, this dimension shall be considered to be a build to line, as opposed to a setback. For expansions, it will remain a setback. Regardless of the average, in no case shall the build to line be closer than five (5) feet to the front lot line.~~

[3] The property owner shall calculate the average front SETBACKs of all LOTs within the same zone located on the same side of the STREET, two hundred fifty (250) feet in each direction from the center of the front LOT LINE. This front SETBACK dimension shall be considered to be a BUILD TO LINE. STRUCTUREs may be constructed within five (5) feet plus or minus of the average. Porches or steps may be located an additional five (5) feet beyond the front façade of the STRUCTURE. Expansions to existing STRUCTUREs shall be subject to a minimum SETBACK equal to the calculated average SETBACK minus five (5) feet.”

### 7. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Dimensional Regulations Table in the CBD General Sub-District to replace the Principal Building front primary build-to and front secondary build-to with a new footnote [1], that reads as follows:



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

### PRINCIPAL BUILDING

|                               |                                     |
|-------------------------------|-------------------------------------|
| Front Primary BUILD TO LINE   | <del>0 ft min – 10 ft max</del> [1] |
| Front Secondary BUILD TO LINE | <del>0 ft min – 10 ft max</del> [1] |

“[1] The property owner shall calculate the average front SETBACKs of all LOTs within the same zone located on the same side of the STREET, two hundred fifty (250) feet in each direction from the center of the front LOT LINE. This front SETBACK dimension shall be considered to be a BUILD TO LINE. STRUCTUREs may be constructed within five (5) feet plus or minus of the average. Porches or steps may be located an additional five (5) feet beyond the front façade of the STRUCTURE. Expansions to existing STRUCTUREs shall be subject to a minimum SETBACK equal to the calculated average SETBACK minus five (5) feet.”

### 8. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Dimensional Regulations Table in the CBD General Sub-District to replace the Height of Building Principal Building with the following:

“2 story min and 5 story max”

### 9. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Signage Regulations Table in the CBD Downtown Gateway Sub-District to amend the Freestanding Sign footnote 5 to read as follows:

“5) One per lot, 5 ft. max ht. and 4 sf. max size per tenant.”

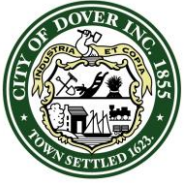
AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Signage Regulations Table in the CBD General, Downtown Gateway, and TOD Sub-Districts to amend the temporary sign category to read as follows:

“permitted per ~~170-32.E.3~~ 170-32.Q (2)”

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Signage Regulations Table in the CBD Mixed Use Sub-District to amend the temporary sign category to read as follows:



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

~~“not permitted per 170-32.Q (2)”~~

### 10. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Permitted Uses Table for the CBD Downtown Gateway Sub-District to amend Residential to read as follows:

“Permitted, buildings of four or more units on GROUND FLOOR ~~ground floor~~ allowed only if Architectural Standards are followed. Density allowed at 5,000 sf of lot area per unit, 10 units max.”

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Permitted Uses Table for the CBD Mixed Use Sub-District to amend Residential to read as follows:

“Permitted, but not on GROUND FLOOR ~~ground floor~~ except in existing STRUCTURE ~~structures~~. Density allowed at 5,000 sf per unit, 10 units max.”

### 11. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Permitted Uses Table in the Restricted Industrial District (I-1), Rural Restricted Industrial District (I-2), Assembly and Office District (I-4), and Executive Technology Park District (ETP) to amend the Permitted Uses “Establishments for the manufacture assembly, services and repair of the products listed below:” to read as follows

- “Establishments for the manufacture, assembly, services and repair of the products listed below and other uses of a similar nature:”

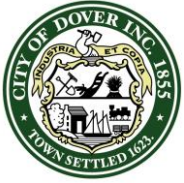
### 12. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Hotel/Retail (B-4) District Table and the Rural Restricted Industrial (I-2) District Table by adding a new table and set of criteria that reads as follows:

| <u>Uses Permitted By Conditional Use Permit</u> |
|-------------------------------------------------|
|-------------------------------------------------|

- |                                                                                       |
|---------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• <u>Alternative Treatment Center</u></li></ul> |
|---------------------------------------------------------------------------------------|

“An Alternative Treatment Center, as defined in RSA 126:X-1,I, shall be allowed if a Conditional Use Permit is granted by the PLANNING BOARD upon a finding that the following criteria are met:



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- A. An Alternative Treatment Center shall not be located within one thousand (1,000) feet of the property line of a public or private elementary or secondary school or designated drug free school zone.
- B. The Alternative Treatment Center shall be located in a permanent BUILDING and may not be located in a trailer, MANUFACTURED HOME, cargo container, or any STRUCTURE that has axles with wheels. DRIVE-IN SERVICEs are prohibited.
- C. Hours of operation shall be limited to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.
- D. The Alternative Treatment Center shall provide for the proper disposal of cannabis remnants or byproducts, which remnants or byproducts shall not be placed in the facility's exterior refuse containers.
- E. The APPLICANT shall provide a detailed narrative and floor plan, as well as any other relevant documentation, describing how the Alternative Treatment Center shall be secured. The security plan must take into account the measures that will be taken to ensure the safe delivery of any product to the facility (including permitted times for delivery), how the product will be secured on site, and how patient transactions will be facilitated in order to ensure safety. The security plan shall be reviewed and approved by the City of Dover Police Department.
- F. The use of cannabis on the premises is prohibited.
- G. The Alternative Treatment Center shall emit no cannabis related fumes, vapors or odors which can be smelled or otherwise perceived from beyond the LOT LINEs of the property where the facility is located."

### 13. AMENDMENT

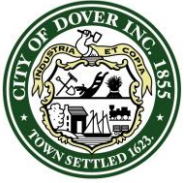
Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. "Applicability of Tables of Use and Dimensional Regulations by District", by revising the Permitted Uses Table for the CBD Mixed Use Sub-District by deleting the third bullet in the "Special Regulations – Ground Floor Standards" as follows:

~~"Residential uses permitted; buildings with more than 4 units are required to follow architectural standards, see section 170-20F."~~

### 14. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-28.3. "Groundwater Protection," by revising Section B – "Location," second sentence to read as follows:





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

“The boundaries of the Primary and Secondary Groundwater Protection Zones are depicted on maps entitled “Groundwater Protection Zones,” dated ~~October 6, 1998~~ June 23, 2015.”

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising the “Groundwater Protection Zones” map referenced in Chapter 170-28.3-B, to revise the boundaries of the Secondary Groundwater Protection Zones associated with the Smith, Cummings and Cotton wells and add new Groundwater Protection Zones associated with Willand Pond.

### 15. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising the titles of Articles VII through XII as follows:

**“ARTICLE VIII**  
**OVERRIDING DISTRICTS**

**ARTICLE ~~VIII~~**  
**EXTRACTION INDUSTRIES EXCAVATIONS**

**ARTICLE IX**  
**SIGNS AND FENCES**

**ARTICLE XI**  
**NONCONFORMING LOTS, USES AND STRUCTURES**

**ARTICLE XII**  
**OFF-STREET PARKING AND LOADING**

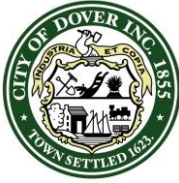
**ARTICLE XIII**  
**ADMINISTRATION**

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by inserting a new Articles VII as follows:

**“ARTICLE VII**  
**FLOODPLAIN DEVELOPMENT”**

**“170-25. ~~Reserved Floodplain Development (Formerly Roadside Stands)~~**



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

Planning Board Adopted on July 14, 2015

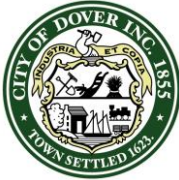
[HISTORY: Formerly Chapter 113, which was adopted by the City Council on 3-25-1987 as Ord. No. 7-87.1 Revised in its entirety by the City Council on 01-20-1999 by Ord. No. 26-98.; Amendments noted where applicable, Merged into 170 on 0#-##-2015 by Ord. No.##### ]

- A. Authority. These rules and regulations are adopted by the City of Dover pursuant of the authority granted by RSA 674:16.
- B. Conflict and Severability. If any provision of this Section differs or appears to conflict with any other provision of the Zoning Ordinance or other ordinance or regulation, the provision imposing the greater restriction or more stringent standard shall be controlling. Should any provision of this Section be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Section as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.
- C. Purpose. [Amended on 04-20-05 by Ord. No. 13-2005] Certain areas of the City of Dover are subject to periodic FLOODING, causing serious damage to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968. Therefore, the City of Dover has chosen to become a participating community in the National Flood Insurance Program, and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as detailed in this Section. The City of Dover recognizes the need to minimize the potential loss of life and property during periods of FLOODING regulating the alteration and/or the DEVELOPMENT of those AREAS OF SPECIAL FLOOD HAZARD identified by FEMA. The following regulations shall apply to all lands designated as AREAS OF SPECIAL FLOOD HAZARD by FEMA in its "Flood Insurance Study for the County of Strafford, N.H." dated September 30, 2015, together with the following associated FLOOD INSURANCE RATE MAP panel numbers for the City of Dover: 33017CO218E, 33017CO302E, 33017CO305E, 33017CO310E, 33017CO320E, 33017CO330E, 33017CO340E, and 33017CO0405E, dated September 30, 2015, which are declared to be a part of Chapter 170 and are hereby incorporated by reference. The FLOOD INSURANCE STUDY is on file at the Department of Planning and Community Development.
- D. Definitions. [Amended on 4-18-90 by Ord. No. 3-90]

As used in this Section the following terms mean:

**AREA OF SHALLOW FLOODING** means a designated AO zone on the FIRM with a one percent (1%) or greater annual possibility of FLOODING to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of FLOODING is unpredictable and where velocity flow may be evident. Such FLOODING is characterized by ponding or sheet-flow.

**AREA OF SPECIAL FLOOD HAZARD** means the land in the FLOODPLAIN within the City of Dover subject to a one percent (1%) or greater annual possibility of FLOODING in any given year. The area is designated on the FIRM as Zones A, AO, and AE. **[Amended on 04-20-2005 by Ord. No. 13-2005]**



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

**BASE FLOOD** means the FLOOD having a one percent (1%) chance of being equaled or exceeded in any given year.

**BASE FLOOD ELEVATION** means the WATER SURFACE ELEVATION having a one percent (1%) chance of being equaled or exceeded in any given year.

**BASEMENT** means any area of a BUILDING having its floor subgrade on all sides.

**BUILDING** means “STRUCTURE” as defined in this subsection.

**DEVELOPMENT** means any man-made change to improved or unimproved real estate, including but not limited to BUILDINGS or other STRUCTURES, mining, dredging, filling, grading, paving, EXCAVATION or drilling operations or storage of equipment or materials.

**FEMA** means Federal Emergency Management Agency.

**FLOOD or FLOODING** means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source.

**FLOOD INSURANCE RATE MAP (FIRM)** means an official map incorporated within Chapter 170 on which FEMA has delineated both the AREAS OF SPECIAL FLOOD HAZARD and the risk premium zones that are applicable to the City of Dover.

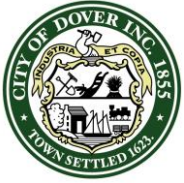
**FLOOD INSURANCE STUDY (FIS)** means an examination, evaluation and determination of FLOOD hazards and, if appropriate, corresponding WATER SURFACE ELEVATIONS, or an examination, evaluation and determination of mudslide (i.e. mudflow) and/or FLOOD-related erosion hazards.

**FLOODPLAIN** means any land area which is susceptible to being inundated by water from any source. (See definition of FLOODING.)

**FLOOD PROOFING or FLOOD PROOFED** means any combination of structural and non-structural additions, changes, or adjustments to STRUCTURES which reduce or eliminate FLOOD damage to real estate or improved real property, water and sanitation facilities, STRUCTURES and their contents.

**HIGHEST ADJACENT GRADE** means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a STRUCTURE.

**HISTORIC STRUCTURE** means any STRUCTURE that is listed individually in the National Register of Historic Places (maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; certified or preliminarily determined by the Secretary as contributing to the historic significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; individually



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

listed on a local inventory of historic places, provided the local historic preservation program has been certified by either the appropriate state or federal program.

**LOWEST FLOOR** means the lowest floor of the lowest enclosed area (including BASEMENT). An unfinished or FLOOD resistant enclosure, usable solely for parking of vehicles, BUILDING access or storage in an area other than a BASEMENT area is not considered a BUILDING's LOWEST FLOOR, provided, that such an enclosure is not built so as to render the STRUCTURE in violation of the applicable non-elevation design requirements set forth herein. **[Amended on 4-18-90 by Ord. No. 3-90]**

**MANUFACTURED HOME** means a STRUCTURE, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. MANUFACTURED HOME also includes park trailers, travel trailers and other similar vehicles placed on a site greater than one hundred eighty (180) days. This includes MANUFACTURED HOMES located in a MANUFACTURED HOME PARK or MANUFACTURED HOME SUBDIVISION.

**MANUFACTURED HOME PARK or MANUFACTURED PARK SUBDIVISION** means a parcel or CONTIGUOUS parcels of land divided into two (2) or more MANUFACTURED HOME LOTs for rent or sale.

**MEAN SEA LEVEL** means the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which BASE FLOOD ELEVATIONS shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

**NEW CONSTRUCTION** means STRUCTUREs for which the START OF CONSTRUCTION commenced on or after April 9, 1980 and includes any subsequent improvements to such STRUCTUREs.

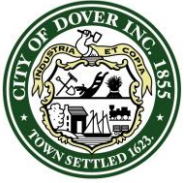
**RECREATIONAL VEHICLE** means a vehicle which is built on a single chassis; four hundred (400) square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

**REGULATORY FLOODWAY** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the BASE FLOOD without increasing the WATER SURFACE ELEVATION more than a designated height.

**RIVERINE** means relating to, formed by or resembling a river, including tributaries, stream, brook, etc.

**START OF CONSTRUCTION** means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the permit date. **START OF CONSTRUCTION**





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

includes SUBSTANTIAL IMPROVEMENTs. The actual start means either the first placement of permanent construction of a STRUCTURE on site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of EXCAVATION; or the placement of MANUFACTURED HOME on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of STREETs and/or walkways; nor does it include EXCAVATION for a BASEMENT, footing, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory BUILDINGs, such as garages or sheds not occupied as DWELLING UNITs or part of the main STRUCTURE. [Added 4-18-90 by Ord. No. 3-90]

**STRUCTURE** means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a MANUFACTURED HOME.

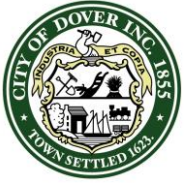
**SUBSTANTIAL DAMAGE** means damage of any origin sustained by a STRUCTURE whereby the cost of restoring the STRUCTURE to it's before damaged condition would equal or exceed fifty percent (50%) of the market value of the STRUCTURE before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** or **SUBSTANTIALLY IMPROVED** means any combination of repairs, reconstruction, ALTERATIONS or improvement to a STRUCTURE, in which the cumulative cost equals or exceeds fifty percent (50%) of market value of the STRUCTURE-. The market value of the STRUCTURE should equal: (a) the appraised value prior to the start of the initial repair or improvement, or (b) in the case of damage, the value of the STRUCTURE prior to the damage occurring. For the purposes of this definition, "SUBSTANTIAL IMPROVEMENT" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the BUILDING commences, whether or not that alteration affects the external dimensions of the STRUCTURE. This term includes STRUCTUREs that have incurred SUBSTANTIAL DAMAGE, regardless of actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a STRUCTURE required to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
- B. Any alteration of a STRUCTURE listed on the National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration will not preclude the STRUCTURE's continued designation as a Historic Structure.

**VIOLATION** means the failure of a STRUCTURE or other DEVELOPMENT to be fully compliant with this Section. A STRUCTURE or other DEVELOPMENT without an elevation certificate, other certifications, or other evidence of compliance required herein is presumed to be in violation until such time as that documentation is provided.

**WATER SURFACE ELEVATION** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, (or



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

other datum, where specified) of FLOODs of various magnitudes and frequencies in the FLOODPLAINS.

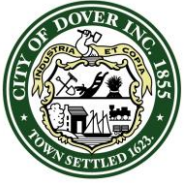
E. Development Review. [Amended on 10-14-2009 by Ord. No. 2009.09.23-21]

- (1) All proposed DEVELOPMENT in any AREA OF SPECIAL FLOOD HAZARD shall require a permit. Prior to the issuance of a building permit by the Building Official, whether for NEW CONSTRUCTION (MANUFACTURED HOMES included) or the SUBSTANTIAL IMPROVEMENT thereon, the Department of Planning and Community Development shall determine whether said project site is located in an AREA OF SPECIAL FLOOD HAZARD. If said project site is so located, wholly or in part, in an AREA OF SPECIAL FLOOD HAZARD, then compliance with the rules and regulations contained herein shall be required.
- (2) Prior to the granting of subdivision approval, the Zoning Administrator shall determine whether the property is located within an AREA OF SPECIAL FLOOD HAZARD, and, if so situated, compliance with the rules and regulations contained herein shall be required.
- (3) Prior to the granting of site review approval, the Zoning Administrator shall determine whether said site is located within an AREA OF SPECIAL FLOOD HAZARD, and, if so situated, compliance with the rules and regulations contained herein shall be required.

F. Required Data.

Applications for DEVELOPMENT shall include the following:

- (1) Plans in duplicate, drawn to scale, showing the nature, location, dimensions and elevations of the area in question; existing or proposed STRUCTUREs; fill storage of materials and drainage facilities; and the location of the foregoing. Specifically, the following information is required where appropriate:
  - (a) A certified FEMA Elevation Certificate with as-built elevation data in relation to MEAN SEA LEVEL, of the LOWEST FLOOR, including BASEMENT, and including whether or not such STRUCTUREs contain a BASEMENT.
  - (b) Elevation, in relation to MEAN SEA LEVEL, to which any STRUCTURE has been FLOOD PROOFED.
  - (c) Certification by a registered engineer or architect that the FLOOD PROOFING methods for any nonresidential STRUCTURE meet the FLOOD PROOFING criteria in subsection L(2).
- (2) Permit review. The Department of Planning and Community Development shall:
  - (a) Review all DEVELOPMENT permits to determine that the requirements of this Section have been satisfied.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

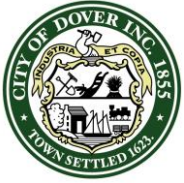
Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (b) Review all DEVELOPMENT permits to determine that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. It shall be the responsibility of the APPLICANT to certify these assurances to the Department of Planning and Community Development.
- (c) The Department of Planning and Community Development shall review all DEVELOPMENT permits to determine if the proposed DEVELOPMENT adversely affects the FLOOD-carrying capacity of the AREAS OF SPECIAL FLOOD HAZARD. For purposes of this Section, "adversely affects" means that the cumulative effect of the proposed DEVELOPMENT, when combined with all other existing and anticipated DEVELOPMENT, will not increase the BASE FLOOD ELEVATION more than one (1) foot at any point within the City of Dover.

G. Information to be Obtained and Maintained. [Amended on 04-20-2005 by Ord. No. 13-2005]

- (1) The Department of Planning and Community Development shall maintain and record for public inspection the certification of FLOOD PROOFING required in Subsection L(2) and a certified FEMA Elevation Certificate with the as-built elevation, in relation to MEAN SEA LEVEL, of the LOWEST FLOOR, including the BASEMENT, of all new or SUBSTANTIALLY IMPROVED STRUCTURES and shall include whether or not such STRUCTURES contain a BASEMENT and, if the STRUCTURE has been FLOOD PROOFED, the as-built elevation, in relation to MEAN SEA LEVEL, to which the STRUCTURE was FLOOD PROOFED. This information must be furnished by the APPLICANT.
- (2) In AREAS of SPECIAL FLOOD HAZARD, the Department of Planning and Community Development shall determine the BASE FLOOD ELEVATION in the following order of precedence according to the data available:
  - (a) In Zone AE, refer to the elevation data provided in the community's FLOOD INSURANCE STUDY and accompanying FIRM. [Amended 04-20-2005 by Ord. No. 13-2005]
  - (b) In Zone A the Building Official shall obtain, review and reasonably utilize any BASE FLOOD ELEVATION data available from any federal, state or other source including data submitted for DEVELOPMENT proposals (i.e. subdivisions, site review plans, etc.) to the community.
  - (c) In Zone A where the BASE FLOOD ELEVATION is not available, the BASE FLOOD ELEVATION shall be at least two (2) feet above the HIGHEST ADJACENT GRADE.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

(d) In Zone AO, the BASE FLOOD ELEVATION is determined by adding the elevation of the HIGHEST ADJACENT GRADE to the depth number specified on the FIRM or, if no depth number is specified on the FIRM, at least two (2) feet.

(3) The Department of Planning and Community Development shall maintain for public inspection all records pertaining to the provisions of this Section.

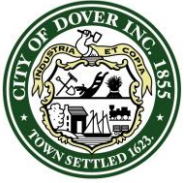
### H. Alteration of Watercourses.

- (1) In RIVERINE situations, prior to the alteration or relocation of a watercourse, the APPLICANT for such authorization shall notify the Wetlands Bureau of the New Hampshire Department of Environmental Services and submit copies of such notification to the PLANNING BOARD in the form of a Conditional Use Permit application, in addition to the copies required by RSA 482-A:3. Further, the APPLICANT shall be required to submit copies of said notification to those adjacent communities as determined by the Department of Planning and Community Development, including notice of all scheduled hearings before the Wetlands Bureau, and notice of scheduled hearings before the Planning Board for Conditional Use Permits as required by Section 170-27, Conservation District & Section 170-27.1, Wetland Protection District.
- (2) The APPLICANT shall submit to the PLANING BOARD, in the form of a Conditional Use Permit application, certification provided by a professional engineer assuring that the FLOOD-carrying capacity of an altered or relocated watercourse can and will be maintained.

### I. Interpretation of Boundaries.

- (1) The Department of Planning and Community Development shall make interpretations, where needed, as to the exact location of the boundaries of the AREA OF SPECIAL FLOOD HAZARD in a construction proposal; for example, where there appears to be a conflict between a mapped boundary and actual field conditions. To assist in this determination, the APPLICANT may be required to submit an accurate site plan showing FLOODING relationships, including elevations.
- (2) To determine accurately if a STRUCTURE is located in an AREA OF SPECIAL FLOOD HAZARD, the owner or APPLICANT may hire a licensed land surveyor or certified engineer to measure the distance from a physical feature on the FIRM to the STRUCTURE's location.
- (3) The STRUCTURE is considered borderline if it is located within one hundred (100) feet of a boundary. A certified engineer shall compare the BASE FLOOD ELEVATION and the lowest ground elevation at the borderline STRUCTURE's location to determine if the STRUCTURE is in or out of the AREA OF SPECIAL FLOOD HAZARD. If the engineer certifies the STRUCTURE as out of the AREA OF SPECIAL FLOOD HAZARD, but the Planning or Engineering Departments have historic or other data that confirms the property is prone to FLOODING, the Department of Planning and





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

Community Development may request a Letter of Map Amendment (LOMA) from FEMA.

### J. General Standards.

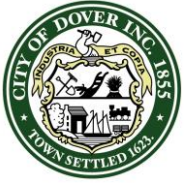
In all AREAS OF SPECIAL FLOOD HAZARD, the following standards are required:

#### (1) Anchoring

- (a) All NEW CONSTRUCTION and SUBSTANTIAL IMPROVEMENTs shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the STRUCTURE resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (b) All MANUFACTURED HOMEs to be placed or SUBSTANTIALLY IMPROVED within AREAS OF SPECIAL FLOOD HAZARD shall be elevated on a permanent foundation, such that the LOWEST FLOOR of the MANUFACTURED HOME is at least two (2) feet above the BASE FLOOD ELEVATION and shall be securely anchored to resist flotation, collapse or lateral movement by providing over-the-top or frame ties to ground anchors. Specific requirements shall be that:
  - (i) Over-the-top ties shall be provided at each of the four (4) corners of the MANUFACTURED HOME, with two (2) additional ties per side at intermediate locations, with MANUFACTURED HOMEs less than fifty (50) feet long requiring one (1) additional tie per side, or;
  - (ii) Frame ties shall be provided at each corner of the home, with five (5) additional ties per side at intermediate points, with MANUFACTURED HOMEs less than fifty (50) feet long requiring four (4) additional ties per side.
  - (iii) All components of the anchoring system shall be capable of carrying a force of four thousand eight hundred (4,800) pounds.
  - (iv) Any additions to the MANUFACTURED HOME shall be similarly anchored.

#### (2) Construction materials and methods

- (a) All NEW CONSTRUCTION and SUBSTANTIAL IMPROVEMENTs shall be constructed with materials resistant to FLOOD damage.
- (b) All NEW CONSTRUCTION and SUBSTANTIAL IMPROVEMENTs shall be constructed using methods and practices that minimize FLOOD damage.
- (c) All NEW CONSTRUCTION and SUBSTANTIAL IMPROVEMENTs shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

prevent water from entering or accumulating within the components during conditions of FLOODING.

(3) Utilities

- (a) The APPLICANT shall provide the Department of Planning and Community Development with assurance that all new and replacement water supply systems, including on-site systems, shall be designed to minimize or eliminate infiltration of FLOOD waters into the system.
- (b) The APPLICANT shall provide the Department of Planning and Community Development with assurance that new and replacement sanitary sewerage systems, including on-site systems, shall be designed to minimize or eliminate infiltration of FLOOD waters into the systems and discharge from the systems into the FLOOD waters.
- (c) The APPLICANT shall provide the Department of Planning and Community Development with assurance that on-site waste disposal systems shall be located to avoid impairment to them or contamination from them during FLOODING.

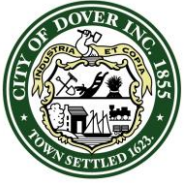
(4) Subdivision proposals

- (a) All subdivision proposals shall be consistent with the need to minimize FLOOD damage.
- (b) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize FLOOD damage.
- (c) All subdivision proposals shall include adequate drainage paths to guide FLOOD waters around and away from the proposed STRUCTUREs and to reduce exposure to FLOOD damage.
- (d) BASE FLOOD ELEVATION data shall be provided for subdivision proposals and other proposed DEVELOPMENT which contains at least fifty (50) LOTs or five (5) acres, whichever is less.

K. Specific Standards.

In all AREAS OF SPECIAL FLOOD HAZARD where BASE FLOOD ELEVATION data has been established per Subsection G.(2), the following provisions are required:

- (1) Residential construction, NEW CONSTRUCTION and SUBSTANTIAL IMPROVEMENT of any residential STRUCTURE shall have the LOWEST FLOOR, including the BASEMENT, elevated to at least two (2) feet above BASE FLOOD ELEVATION.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

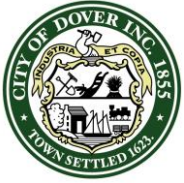
**Planning Board Adopted on July 14, 2015**

(2) All NEW CONSTRUCTION or SUBSTANTIAL IMPROVEMENTs of nonresidential STRUCTUREs have the LOWEST FLOOR, including BASEMENT, elevated to at least two (2) feet above the BASE FLOOD ELEVATION; or together with attendant utility and sanitary facilities, shall:

- (a) Be FLOOD PROOFED so that below the BASE FLOOD ELEVATION the STRUCTURE is watertight at least two (2) feet above the BASE FLOOD ELEVATION with walls substantially impermeable to the passage of water;
- (b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and
- (c) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this Section.

(3) MANUFACTURED HOMEs

- (a) MANUFACTURED HOMEs shall be anchored in accordance with Subsection K.(1)(b).
- (b) For new MANUFACTURED HOME PARK and MANUFACTURED HOME SUBDIVISIONs; for expansions to existing MANUFACTURED HOME PARKs and MANUFACTURED HOME SUBDIVISIONs; for existing MANUFACTURED HOME PARKs and MANUFACTURED HOME SUBDIVISIONs where the repair, reconstruction or improvement of the STREETs, utilities and pads equals or exceeds fifty percent (50%) of the value of the STREETs, utilities and pads before the repair, reconstruction or improvement has commenced; and for MANUFACTURED HOMEs not placed in a MANUFACTURED PARK or MANUFACTURED HOME SUBDIVISION:
  - (i) Stands or LOTs are elevated on compacted fill or on pilings so that the LOWEST FLOOR of the MANUFACTURED HOME will be at least two (2) feet above the BASE FLOOD level.
  - (ii) Adequate surface drainage and access for a hauler are provided.
  - (iii) In the instance of elevation on pilings, LOTs are large enough to permit steps; piling foundations are placed in stable soil no more than ten (10) feet apart and reinforcement is provided for pilings more than six (6) feet above the ground level.
- (c) RECREATIONAL VEHICLEs placed on sites within Zones A and AE shall either:  
[Amended on 04-20-2005 by Ord. No. 13-2005]
  - (i) Be on the site for fewer than one hundred eighty (180) days;



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

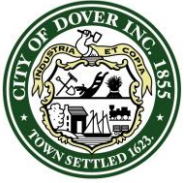
- (ii) Be fully licensed and ready for highway use; or
    - (iii) Meet all standards of Subsection C.(1) and the elevation and anchoring requirements for MANUFACTURED HOMES in Subsections L.(3)(a) and (b).
  - (4) For all NEW CONSTRUCTION and SUBSTANTIAL IMPROVEMENTs, fully enclosed areas below the LOWEST FLOOR that are subject to FLOODING are permitted, provided that the enclosed areas meet the following requirements:
    - (a) The enclosed area is unfinished or flood resistant, usable solely for parking of vehicles, BUILDING access or storage.
    - (b) The area is not a BASEMENT.
    - (c) The area shall be designed to automatically equalize hydrostatic FLOOD forces on exterior walls by allowing for the entry and exit of FLOOD waters. Designs for meeting this requirement must either be certified by a professional engineer or architect or must meet or exceed the following minimum criteria:
      - (i) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to FLOODING shall be provided.
      - (ii) The bottom of all openings shall be no higher than one (1) foot above grade.
      - (iii) Openings may be equipped with screens, louvers or other coverings or devices, provided that they permit the automatic entry and exit of FLOOD waters.
  - (5) Proposed STRUCTUREs to be located on SLOPEs within Zone AO shall include adequate drainage paths to guide FLOOD waters around and away from the proposed STRUCTUREs.

### L. Regulatory Floodways.

Located within AREAS OF SPECIAL FLOOD HAZARD established in Subsections C and I are areas designated as REGULATORY FLOODWAYs. Since the REGULATORY FLOODWAY is an extremely hazardous area due to the velocity of FLOOD waters which carry debris, potential projectiles and erosion potential, the following provisions apply:

- (1) Along watercourses that have a designated REGULATORY FLOODWAY, no encroachments, including fill, NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTs or other DEVELOPMENT, are allowed within the designated REGULATORY FLOODWAY unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increase in FLOOD levels within the





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

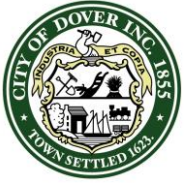
**Planning Board Adopted on July 14, 2015**

community during the BASE FLOOD discharge. In Zone A, the Department of Planning and Community Development shall obtain, review and reasonably utilize any REGULATORY FLOODWAY data available from a federal, state or other source as criteria for requiring that DEVELOPMENT meet the REGULATORY FLOODWAY requirements of this Subsection.

- (2) Along watercourses that have not had a REGULATORY FLOODWAY designated, on NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTs or other DEVELOPMENT (including fill), shall be permitted within Zone AE, unless it is demonstrated that the cumulative effect of the proposed DEVELOPMENT, when combined with all other existing and anticipated DEVELOPMENT, will not increase the WATER SURFACE ELEVATION of the BASE FLOOD more than one (1) foot at any point within the community. [Amended on 04-20-2005 by Ord. No. 13-2005]
- (3) If Subsection 1 is satisfied, all NEW CONSTRUCTION and SUBSTANTIAL IMPROVEMENTs shall comply with all applicable FLOOD hazard reduction provisions set forth herein.

### M. Variances and Appeals.

- (1) Any order, requirement, decision or determination of any official of the Department of Planning and Community Development made under this Section may be appealed to the ZONING BOARD of ADJUSTMENT as set forth in RSA 676:5.
- (2) If the APPLICANT, upon appeal, requests a variance as authorized by RSA 674:33, I(b), the APPLICANT shall have the burden of showing, in addition to the usual variance standards under NH statute:
- (a) That the variance will not result in increased FLOOD heights, additional threats to public safety, or extraordinary public expense.
- (b) That if the requested variance is for activity within a designated REGULATORY FLOODWAY, no increase in FLOOD levels during the BASE FLOOD discharge will result.
- (c) That the variance is the minimum necessary, considering the FLOOD hazard, to afford relief.
- (3) The ZONING BOARD of ADJUSTMENT shall notify the APPLICANT in writing that: (i) the issuance of a variance to construct below the BASE FLOOD level will result in increased premium rates for flood insurance up to amounts as high as twenty-five (\$25.00) dollars for one hundred (\$100.00) dollars of insurance coverage, and (ii) such construction below the base level increases risks to life and property. Such notification shall be maintained with a record of all variance actions.
- (4) The Department of Planning and Community Development shall:



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (a) Maintain a record of all variance actions, including their justification for their issuance, and;
- (b) Report such variances issued in its annual or biennial report submitted to FEMA's Federal Insurance Administrator."

### 16. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-30.2. "Application Procedures," by revising Section A to read as follows:

#### "A. Filing of the Application

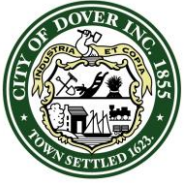
- (1) Applications for new EXCAVATION permits shall be filed with the Planning Office by April 1<sup>st</sup> ~~annually~~. Applications to renew EXCAVATION permits shall be due by April 1<sup>st</sup> once every two (2) years. Applications to renew shall be due by April 1<sup>st</sup> of the renewal year. EXCAVATIONS operating within the Primary and Secondary Groundwater Protection Zones must still comply with the annual reporting requirements set forth in Section 170-28.3.F.(2)(a).
- (2) The application will be reviewed with the APPLICANT upon submittal to the Planning Office, and will be accepted only if it is found to meet all submission requirements for a completed application. The application must be accepted as complete no later than April 15th in order to be scheduled for a public hearing. If the application is not completed by the deadline, then another meeting may be scheduled, but may not be later than the expiration date of the permit. All operations shall cease upon permit expiration until a new hearing is scheduled and a completed application is approved."

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-30.4. "Administration and Enforcement," by revising Section A to read as follows:

#### A. Permits

- (1) Permits shall be issued only to the owner or his agent and shall not be transferable without the prior written consent of the Board. A copy of the permit shall be prominently displayed at the site or the principal access to the site.
- (2) A permit shall be valid for ~~one (1)~~ two (2) years and the expiration date shall be May 30th.
- (3) Failure to file for a permit shall be considered a violation and operators who fail to file will be issued a cease and desist order by the Zoning Administrator.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (4) The Board may include in the permit any such reasonable conditions as are consistent with the purpose of these regulations
- (5) All permitted sites shall be inspected ~~on a bi-annual basis~~ once every two (2) years. Inspections by the Zoning Administrator or their designee shall be scheduled in April to coincide with ~~annual~~ permit renewal applications ~~and in October each year by the Zoning Administrator or his designee~~. The inspection reports shall be timely submitted to the PLANNING BOARD for their review.”

### 17. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-6. “Definitions,” to revise existing definitions to read as follows:

**“FREESTANDING SIGN** means a SIGN permanently erected on a freestanding frame, mast or pole and not attached to any BUILDING. A-frame SIGNs shall not be considered freestanding but rather a ~~temporary SIGN. TEMPORARY PORTABLE SIGN.~~ (See the definition of “TEMPORARY PORTABLE SIGN.”) Each individual tenant panel on a multi-tenant SIGN shall require a SIGN permit and shall be counted towards each tenants’ permitted number of SIGNs and SIGN AREA.”

**“SIGN AREA** means the entire area within a single continuous perimeter enclosing the extreme limits of the actual SIGN surface. It does not include any structural elements outside the limits of such perimeter which do not form an integral part of the display. For projecting or double-faced SIGNs, only one (1) display space shall be measured in computing total surface area where the SIGN faces are parallel or where the interior angle formed by the faces is ninety degrees (90°) or less.\* For FREESTANDING SIGNs, SIGN AREA does not include any portion of the SIGN displaying the BUILDING address.”

AND

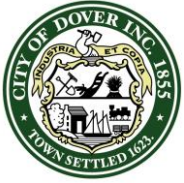
Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-32. “SIGN review and Regulations,” to read as follows:

### ARTICLE IX

#### SIGNS AND FENCES

**170-32. SIGN Rreview and Regulations.** [Amended on 3-14-84 by Ord. No. 7-84; Amended on 6-10-87 by Ord. No. 13-87; Amended on 10-26-88 by Ord. No. 18-88; Amended on 08-01-90 by Ord. No. 8-90; Amended on 04-21-93 by Ord. NO. 04-93; Amended on 11-22-95 by Ord. No. 19-95; Amended on 01-22-2003 by Ord. No. 35-02; Amended on 03-21-2007 by Ord. No. 01-07; Amended on 12-09-2009 by Ord. No. 2009.09.09-15; Amended on 12-08-2010 by Ord. No. 2010.10.27-13; Amended on 02-22-2012 by Ord. No. 2012.01.25.]

Purpose. The purpose of this ~~S~~section is to create a legal framework for SIGNAGE regulations that is intended to facilitate a flexible and agreeable communication between people. Such an ordinance acknowledges the need to protect the safety and welfare of the public, the need for a well-maintained and attractive appearance throughout the City of Dover and the need for adequate business identification,



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

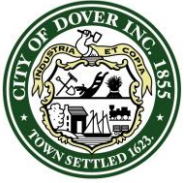
advertising and communication. While this ~~S~~ection recognizes that aesthetics and design quality cannot be satisfactorily legislated, it does, however, operate on the premise that a large percent of that which is unattractive can be eliminated by sensible quality control through ~~adequate~~ maintenance and inspection and by ~~reasonable~~ guidelines formulated to minimize clutter.

- A. Permitted SIGN~~s~~. No SIGN shall be permitted within the City of Dover, except in accordance with the provisions of this ~~S~~ection. See tables of Use and Dimensional Regulations ~~B~~y District for overview of permitted SIGN~~s~~.
- B. Permit required. No SIGN, other than a directional SIGN, a residential nameplate or SIGN advertising a sale or lease of a premise, shall be erected or placed in the City of Dover without a SIGN sign permit. Said permit shall be issued by the Zoning Administrator, provided that the SIGN meets all the regulations of this ~~S~~ection, after the submission of a set of plans to an appropriate scale, showing site location, dimensions, method of illumination, if any, and types of materials to be used in construction. Replacement of existing SIGN~~s~~ and support STRUCTURE~~s~~, where the area, location or materials are being altered, shall require a permit, and such replacement shall conform to the regulations of this ~~S~~ection.

~~The Zoning Administrator may issue a sign permit in conjunction with the approval of a site plan by the PLANNING BOARD, after sufficient review of compliance with the regulations herein and payment of any permit fees.~~

- C. General provisions. All SIGN~~s~~ shall conform to the following regulations:
- (1) All SIGN~~s~~ shall be located on the same LOT as the uses which they identify with the following exceptions:
    - (a) Political ~~A~~advertising SIGN~~s~~. Political advertising SIGN~~s~~ shall be regulated as required in Subsection L.
    - (b) Industrial Park SIGN~~s~~. Industrial Park SIGN~~s~~ shall be regulated as required in Subsection J.(2)(g).
    - (c) Temporary Real Estate and Yard Sale SIGN~~s~~. Temporary (forty eight (48) hours) real estate and yard sale SIGN~~s~~ may be located off site with the permission of the property owner of the land on which the SIGN is to be placed.
    - (d) ~~Temporary Non-profit, P~~ublic ~~B~~enefit and/or ~~M~~unicipality ~~R~~elated ~~temporary SIGNs.S/ with consent of the Zoning Administrator. Temporary non-profit, public benefit and/or municipality related SIGNs shall be regulated as required in Subsection Q.~~





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

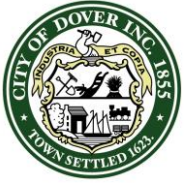
**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (2) All SIGNs shall be constructed, erected and maintained so as not to present a hazard to persons and property.
- (3) All SIGNs shall be erected in such a manner so as not to obstruct free and clear vision along or onto a public right-of-way.
- (4) All SIGNs shall be erected in such a manner so as not to obstruct the view of, be confused with or mistaken for any authorized traffic SIGN, signal or like device.
- (5) The illumination of any SIGN shall be nonflashing; spot- or floodlights shall be arranged so that the direct rays of light do not shine or reflect directly into adjacent properties or the line of vision or a motorist.
  - (a) FLASHING SIGNs are prohibited.
  - (b) Illuminance of the ~~sign~~SIGN face shall not exceed the following standards:
    - (i) External illumination: fifty (50) foot-candles as measured on the ~~sign~~SIGN face.
    - (ii) Internal illumination: five thousand (5,000) nits (candelas per square meter) during daylight hours, and five hundred (500) nits between dusk and dawn, as measured at the SIGN~~sign~~'s face.
    - (iii) Direct illumination: five thousand (5,000) nits during daylight hours, and five hundred (500) nits between dusk and dawn, as measured at the SIGN~~sign~~'s face.
- (6) The top edge of a WALL SIGN shall be at least one (1) foot below the top of the wall or PARAPET wall. The top edge of a roof SIGN shall be at least one (1) foot below the roof ridge or the highest point of the roof if no ridgepole exists.<sup>§§</sup>
- (7) No SIGN shall be painted or affixed with adhesive directly on the surface of a BUILDING.
- (8) Rotating SIGNs or beacons, waving pennants or whirling devices are prohibited.
- (9) Temporary ~~A-frame, portable or wheeled SIDEWALK or curb~~ SIGNs are prohibited, except as otherwise provided in ~~this section. Refer to Subsections F (3), F (2), and K (2)Q.~~
- (10) All SIGNs are prohibited within the public right-of-way, except as otherwise provided in this Section.

<sup>§§</sup> See Figure 1 of the SIGN Diagrams, Part I, included at the end of this Chapter.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

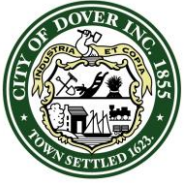
Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (11) The terms of this ~~S~~section shall not be construed so as to exclude SIGN~~s~~ being necessary for the public welfare, and as such, are required by the municipal government and historical associations, etc. ~~Display SIGNS pertaining to SERVICE CLUBS and/or civic associations may be erected or displayed within all districts upon approval of the Zoning Administrator.~~
- (12) The material and construction of any SIGN or supporting elements shall be in accordance with the ~~National~~ Building and Electrical Codes (in use by the City at the time of installation) and all other applicable ~~C~~city regulations.
- (13) On a corner LOT, no FREESTANDING SIGN or support element shall be erected to materially impede vision between a HEIGHT of two and a half (2 ½) feet and eight (8) feet above curb grades in the same area bounded by the STREET lines of such corner LOT and a straight line joining points along said STREET lines thirty (30) feet from point of their intersection except as otherwise provided in this ~~S~~section.
- (14) Essential directional SIGN~~s~~ not exceeding four (4) square feet; in area; are permitted indicating entrance and exit driveways.
- (15) SIGN~~s~~ not exceeding two (2) square feet; in area; are permitted in parking LOT~~s~~ indicating aisles or reserved areas or spaces.
- (16) One (1) SIGN not exceeding thirty-two (32) square feet on a BUILDING or project under construction, identifying the architect, owner and/or contractor. Such SIGN shall be removed upon the receipt of a CERTIFICATE OF OCCUPANCY.
- (17) WALL SIGN~~s~~ shall conform to the following additional regulations:
- (a) No WALL SIGN shall be located in such a manner so as to extend above the next floor's window sill or descend below the top of the lower floor's lintel.\*\*\*
  - (b) In all nonresidential zoning districts where a business/premises fronts on more than one (1) public STREET or municipal parking LOT, one (1) WALL SIGN shall be permitted for each FRONTAGE. The SIGN AREA displayed shall not exceed that area permitted by the FRONTAGE on that public STREET or parking LOT.†††
  - (c) In all nonresidential zoning districts, one (1) informational/directional WALL SIGN shall be permitted for each BUILDING entryway. Said SIGN shall not exceed four (4) square feet in area and shall not be illuminated.

\*\*\* See Figure 2 of the SIGN Diagrams, Part I, included at the end of this ~~C~~chapter.

††† See Figure 3 of the SIGN Diagrams, Part I, included at the end of this ~~C~~chapter.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

(18) All FREESTANDING SIGN~~s~~ shall conform to the following regulations:

- (a) No FREESTANDING SIGN~~s~~ shall be located in an area designated for parking unless said SIGN is protected along all sides by curbing. A four (4) foot clear space is required along all approaches.~~##~~
- (b) No FREESTANDING SIGN shall be placed within fifty (50) feet of a low-density residential district (R-40, R-20) boundary.

(19) All PROJECTING SIGN~~s~~ shall conform to the following additional regulations:

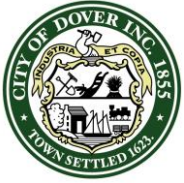
- (a) PROJECTING SIGN~~s~~ shall be attached to the main wall of the BUILDING.
- (b) PROJECTING SIGN~~s~~ shall be prohibited from projecting over a STREET, alley or other PUBLIC SPACE beyond four (4) feet eight (8) inches from a BUILDING facade or two-thirds (2/3) of the width of the SIDEWALK, whichever is less.~~§§§~~
- (c) A clear space of not less than ten (10) feet shall be provided below all parts of a PROJECTING SIGN, except for residential nameplates.
- (d) In all nonresidential zoning districts where a business/premise fronts on more than one (1) public STREET or municipal parking lot, one (1) PROJECTING SIGN shall be permitted for each FRONTAGE. The SIGN AREA displayed shall not exceed that area permitted by the FRONTAGE on that public STREET or parking lot.

(20) Awnings may be used in lieu of permitted WALL SIGN~~s~~ provided said letters, insignia or emblems do not exceed the square footage allowed for a WALL SIGN in the applicable zoning district.

D. SIGN~~s~~ permitted in residential districts. Any SIGN permitted in a Residential District shall conform to the following regulations (See tables for overview of permitted SIGN~~s~~):

<sup>+++</sup> See Figure 4 of the SIGN Diagrams, Part I, included at the end of this Chapter.

<sup>§§§</sup> See Figure 5 of the SIGN Diagrams, Part I, included at the end of this Chapter.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (1) CUSTOMARY HOME OCCUPATION SIGN~~s~~ shall identify only the name of each occupant and the ~~street~~STREET address. Said SIGN shall not exceed two (2) square feet and shall not be subject to the permit requirements of this Section.
- (2) One (1) SIGN not to exceed four (4) square feet to announce for sale or rent real property or any part thereof upon which said SIGN is located. Said SIGN shall not be subject to the permit requirements of this Section.
- (3) One (1) SIGN not to exceed sixteen (16) square feet may be erected in connection with any legally permitted non-residential use, excepting home occupations and BED AND BREAKFAST~~s~~.
- (4) One (1) SIGN may be erected in connection with a lawfully maintained NONCONFORMING USE.
- (5) All nonresidential SIGN~~s~~ may only be illuminated by a constant indirect source of lighting. The lighting element shall be shielded and shall illuminate only the SIGN. No SIGN shall be ~~so~~ illuminated after 9:00 p.m.
- (6) One (1) SIGN not to exceed four (4) square feet may be erected in connection with a BED AND BREAKFAST.
- (7) No SIGN shall be located greater than eight (8) feet above the ground, whether freestanding or attached to a BUILDING~~s~~.

E. SIGN~~s~~ permitted in CBD and CWD Zones. SIGN~~s~~ shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises. No SIGN in the CBD Downtown Gateway sub-district shall be illuminated after 9:00 p.m. or before 6:00 a.m. (See table for overview of permitted SIGN~~s~~.)

(1) WALL SIGN~~s~~<sup>\*\*\*\*</sup>

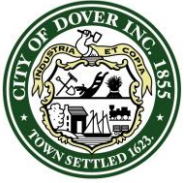
- (a) An additional one (1) square foot of SIGN AREA per one (1) foot of BUSINESS FRONTAGE shall be permitted, provided that the character of the SIGN conforms to mill motif design criteria. Refer to Subsection ~~P~~<sup>Q</sup> for applicable criteria.

(2) FREESTANDING SIGN~~s~~

\*\*\*\* See Figure 6 of the SIGN Diagrams, Part II, included at the end of this Chapter.

\*\*\* ~~References to Subsection P (formerly Subsection Q)~~





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

(a) Where a PRINCIPAL BUILDING fronts on more than one (1) STREET, one (1) FREESTANDING SIGN may be erected for each FRONTAGE.

~~(3) Temporary Signs. Temporary SIGNS may be erected subject to the following regulations:~~

~~(a) Temporary signs require a temporary sign permit. The permit shall remain in effect for a period of one (1) year and can be renewed on an annual basis.~~

~~(b) One (1) temporary SIGN shall be permitted per each PRINCIPAL BUILDING. BUILDINGS with an excess of one hundred (100) feet of STREET FRONTAGE shall be permitted one (1) additional temporary SIGN per every one hundred (100) feet of STREET FRONTAGE.~~

~~(c) For temporary signs located on a City SIDEWALK or within a public right-of-way:~~

~~(i) A certificate of insurance in the amount of one hundred thousand dollars (\$100,000.00) (bodily injury/property damage) shall be filed as part of the temporary sign permit application to assure sufficient liability coverage of the APPLICANT.~~

~~(ii) A hold harmless certification letter shall be filed as part of the temporary sign permit application to relieve the City of Dover from bodily injury and property damage liability.~~

~~(iii) SIGNS shall only be displayed during business hours.~~

~~(iv) A five (5) foot, clear passageway must be maintained at all times.~~

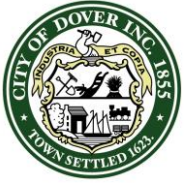
~~(v) SIGNS shall be located in front of the building occupied by the business or in front of the space occupied by the business if the business is located in a multi-tenant building.~~

~~(vi) Demonstration of compliance with the mill motif design criteria (Subsection O, subparagraph 4) shall be filed as part of the temporary sign permit application. To meet this requirement, the applicant must demonstrate compliance with at least four (4) of the eight (8) following criteria:~~

~~1. No more than one (1) lettering style shall be permitted per SIGN.~~

~~2. Light-colored letters on a dark background are preferred. Dark letters on a light background shall only be permitted if it compliments the BUILDING's color composition.~~

~~3. Product trademarks are discouraged; however, trade SIGNS (e.g., a shoe for a cobbler, a mortar and pestle for a druggist) are preferred.~~



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

4. Letter styles shall be limited to the classic genre, i.e., Copper Plate Gothic, Times, Franklin Gothic, Benton, Clarendon, Haas Helvetica, Folio Caravelle Medium, Windsor, and Times Roman.
5. ~~No more than three (3) colors are preferred, including black and white. Lettering shall preferably be one (1) color.~~
6. ~~Colors used in SIGNAGE should relate to the color composition of the BUILDING material and be compatible with them.~~
7. ~~Traditional materials, such as wood, glass, brass, bronze or iron, are preferred. The use of plastic, aluminum and vinyl will only be permitted if styled and composed to imitate wood or iron.~~
8. ~~Wooden SIGNS shall be constructed of dense, clear wood that adapts to engraving/carving and paint or stain. Ordinary plywood will not withstand exposure; therefore, only overlay, exterior or marine plywood shall be permitted.~~

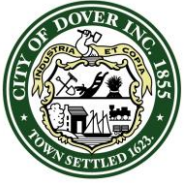
F. SIGNs permitted in B-3 Thoroughfare Business District. SIGNs shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within said premises. (See table for overview of permitted SIGNs.)

(1) FREESTANDING SIGNs

- (a) Where a PRINCIPAL BUILDING fronts on more than one (1) STREET, one (1) FREESTANDING SIGN may be erected for each FRONTAGE, provided that the BUILDING complies with applicable SETBACKs.
- (b) One (1) FREESTANDING SIGN shall be permitted for every principal entryway to a SHOPPING CENTER. Such SIGNAGE shall be a distance of five hundred (500) feet apart.

~~(2) Temporary SIGNS. Temporary SIGNS may be erected subject to the following regulations:~~

- ~~(a) Temporary signs require a temporary sign permit. The permit shall remain in effect for a period of one (1) year and can be renewed on an annual basis.~~
- ~~(b) One (1) temporary SIGN shall be permitted per each PRINCIPAL BUILDING, or per tenant if the PRINCIPAL BUILDING or BUILDINGS have multiple tenants.~~
- ~~(c) For temporary signs located on a City SIDEWALK or within a public right-of-way:~~



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- ~~(i) A certificate of insurance in the amount of one hundred thousand dollars (\$100,000.00) (bodily injury/property damage) shall be filed as part of the temporary sign permit application to assure sufficient liability coverage of the APPLICANT.~~
- ~~(ii) A hold harmless certification letter shall be filed as part of the temporary sign permit application to relieve the City of Dover from bodily injury and property damage liability.~~
- ~~(iii) SIGNS shall only be displayed during business hours.~~
- ~~(iv) A five (5) foot, clear passageway must be maintained at all times.~~
- ~~(v) SIGNS shall be located in front of the building occupied by the business or in front of the space occupied by the business if the business is located in a multi-tenant building.~~

G. SIGN~~S~~ permitted in B-1 NEIGHBORHOOD Business Districts. SIGN~~S~~ shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within said premises. No SIGN shall be illuminated after 9:00 p.m. (See table for overview of permitted SIGN~~S~~.)

(1) PROJECTING SIGN~~S~~

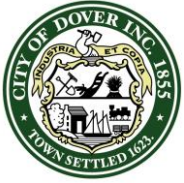
- (a) All PROJECTING SIGN~~S~~ shall only be illuminated by a constant indirect source of lighting. The lighting element shall be shielded and shall illuminate only the SIGN.

H. SIGN~~S~~ permitted in O Office District. SIGN~~S~~ shall relate only to the premises upon which they are located, identifying the occupancy of such premises or services available within said premises. No SIGN shall be illuminated after 9:00 p.m. (See table for overview of permitted SIGN~~S~~.)

- (1) SIGN~~S~~ shall only be illuminated by a constant indirect source of lighting. The lighting element shall be shielded and shall illuminate only the SIGN.

I. SIGN~~S~~ permitted in Industrial Districts I-1, I-2, and I-4. SIGN~~S~~ shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises. (See table for overview of permitted SIGN~~S~~.)

(1) FREESTANDING SIGN~~S~~



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

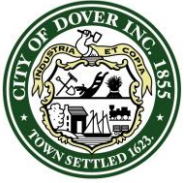
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Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (a) Where a PRINCIPAL BUILDING fronts on more than one (1) STREET, one (1) FREESTANDING SIGN may be erected for each FRONTAGE, provided that the BUILDING complies with applicable SIGNAGE SETBACKS.
- (b) Two (2) FREESTANDING SIGNs shall be permitted within an approved industrial park, provided that the combined square footage of such SIGNs does not exceed five hundred (500) square feet in area, that they are used solely for the purposes of identifying the park, its occupancies and uses, location and layout, and that, if on a corner LOT, such SIGNs shall be set so as to not materially impede vision, ~~subject to the discretion of the Building Official and the City Engineer.~~
- J. SIGNs permitted in ETP and B-4 Districts. SIGNs shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises. (See table for overview of permitted SIGNs.)
- (1) FREESTANDING SIGNs
- (a) Where a development fronts on more than one (1) public STREET or roadway, one (1) FREESTANDING SIGN shall be permitted for each FRONTAGE.
- (b) Each FREESTANDING SIGN shall not exceed sixteen (16) feet in height, except as provided for below, and shall be permanently affixed to the ground. Notwithstanding, FREESTANDING SIGNs fronting on the Spaulding Turnpike shall not exceed thirty (30) feet in height.
- (c) SIGN AREA shall not exceed sixty (60) square feet in area. Notwithstanding, a FREESTANDING SIGN fronting the Spaulding Turnpike shall not exceed one hundred (100) square feet in area.
- K. SIGNs permitted in the B-5, Commercial/Retail District SIGNs shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises. (See table for overview of permitted SIGNs.)
- (1) FREESTANDING SIGNs.
- (a) Where a development fronts on more than one (1) public STREET, one (1) FREESTANDING SIGN shall be permitted for each FRONTAGE.
- Notwithstanding, no FREESTANDING SIGN shall be allowed on Old Rochester Road.

~~(2) Temporary SIGNS. Temporary SIGNS may be erected subject to the following regulations:~~





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

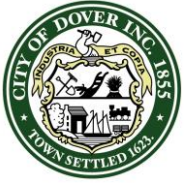
Planning Board Adopted on July 14, 2015

- ~~(a) Temporary signs require a temporary sign permit. The permit shall remain in effect for a period of one (1) year and can be renewed on an annual basis.~~
- ~~(b) One (1) temporary SIGN shall be permitted per each PRINCIPAL BUILDING, or per tenant if the PRINCIPAL BUILDING or BUILDINGS have multiple tenants.~~
- ~~(c) For temporary signs located on a City SIDEWALK or within a public right-of-way:~~
  - ~~(i) A certificate of insurance in the amount of one hundred thousand dollars (\$100,000.00) (bodily injury/property damage) shall be filed as part of the temporary sign permit application to assure sufficient liability coverage of the APPLICANT.~~
  - ~~(ii) A hold-harmless certification letter shall be filed as part of the temporary sign permit application to relieve the City of Dover from bodily injury and property damage liability.~~
  - ~~(iii) SIGNS shall only be displayed during business hours.~~
  - ~~(iv) A five (5) foot, clear passageway must be maintained at all times.~~
  - ~~(v) SIGNS shall be located in front of the building occupied by the business or in front of the space occupied by the business if the business is located in a multi-tenant building.~~

L. Political advertising SIGNs. Political advertising SIGNs are permitted as follows:

- (1) The provisions of this Section are in addition to the political advertising SIGN provisions of State law
- (2) The person whose name appears on political advertising SIGN, or the person providing consent to placement, is responsible for the placement of and removal of the SIGNsign.
- (3) No SIGN in any district shall be larger than sixteen (16) square feet.
- (4) Removal of a political advertising SIGN not placed or removed in accordance with State law or local ordinance shall be subject to an administrative fine as contained in the local fee schedule.

M. Obsolete SIGNs. Any SIGN which is located on property which becomes vacant and unoccupied for a period of more than six (6) months or any SIGN which pertains to a business, service activity or event which no longer applies because of discontinuance or relocation of said business, service, activity or event shall be deemed to have been abandoned, and the SIGN shall be considered obsolete. Such obsolete SIGNs are prohibited and shall be removed by the owner of the SIGN or



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

owner of the premises. In the event that the said SIGN(s) and support(s) are not removed as requested by the Zoning Administrator, the City of Dover may remove said STRUCTURE(s) and assess all costs and expenses incurred in said removal against the STRUCTURE's owners and/or the owner of the land upon which said STRUCTURE(s) is located.

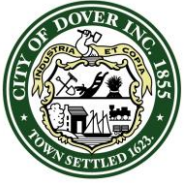
N. Nonconforming SIGNs. A SIGN installed prior to the effective date of this Section which meets the applicable requirements of the zoning code then in effect but which is not in conformance with the provisions of this code shall be deemed a permitted nonconforming SIGN if a permit is obtained for said SIGN within six (6) months after the effective date of this Section. Such nonconforming SIGN shall, however, be subject to the following regulations.

- (1) No nonconforming SIGN shall be altered in any way in STRUCTURE or material, which makes the SIGN less in compliance with the requirements of this Section than it was before the alterations.
- (2) No nonconforming SIGN shall be relocated to a position making it less compliant with the requirements of this Section.
- (3) Non-conforming FREESTANDING SIGNs and PROJECTING SIGNs may be replaced upon approval of a sign permit application, provided that the support STRUCTURE of the SIGN remains in place and the dimensions of the SIGN are the same or smaller. If the any other nonconforming SIGN is replaced, it shall be replaced in total with a SIGN that is in conformance with the provisions of this Section.
- (4) Should a nonconforming SIGN be destroyed by any means to an extent of more than seventy-five percent (75%) of its replacement cost at the time of its destruction, it shall not be reconstructed except in conformity with the provisions of this Section.

O. Mill motif design criteria.

(1) Intent.

- (a) A recurring architectural theme exists within the Central Business District, where the use of brick, granite and slate dominates much of the existing commercial BUILDING stock. Influenced by the early 19th century mill development, SIGNAGE was closely integrated with the style and composition of the BUILDING, often consisting of handsomely carved and painted wooden signboards. The use of dark background tones, highlighted with bright lettering was dominant. PROJECTING SIGNs were typically constructed from dark-hued



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

metal, cast iron in particular, and internal lighting or use of plastics, aluminum and vinyl was nonexistent.

- (b) The use of a mill motif SIGNAGE theme is an attempt to promote a style or architectural continuity within Dover's urban center. Within the defined mill motif theme, a great amount of flexibility is permitted where design and materials are involved, and all SIGNAGE should be guided by general design criteria.

~~(2) Permit process:~~

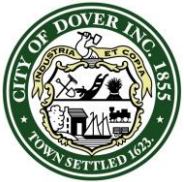
- ~~(a) The Zoning Administrator shall be responsible for the issuance of SIGN permits relative to mill motif accessory SIGNS. Application for said SIGNS shall include the following items:~~
- ~~(i) A scaled elevation drawing of the entire BUILDING façade(s).~~
  - ~~(ii) Proposed SIGN clearly delineated on the elevation drawing, plus detailed drawings indicating materials, size, colors and style of lettering, lighting and attachment method.~~
  - ~~(iii) A photograph of the BUILDING.~~
  - ~~(iv) A sample color rendering of the intended SIGN.~~
- ~~(b) Upon completion of the review, the Zoning Administrator will approve or disapprove the application and inform the APPLICANT in writing of the decision.~~

~~(3)(2) SIGN location. The physical placement of SIGNAGE on a BUILDING shall be as important in perpetuating the mill motif theme as the SIGN composition itself. To maximize the effectiveness of SIGNS and a BUILDING's architecture,~~

- ~~(a) Every SIGN shall be required to be an integral part of its BUILDING.~~

- ~~(b) SIGNs shall be located with respect to the basic architectural framework of the BUILDING, so as not to obscure the primary elements (door and window openings and decorative facade treatments) of a BUILDING's framework. Refer to Subsection E) (4) (e) for graphic guidelines.~~

~~(4)(3) SIGN composition. The visual style of a SIGN is determined by the relationship of its lettering, colors, lighting, and material used. Within the defined mill motif theme, a great range of variations exist among these elements. The design standards set forth herein constitute general~~



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**

Ordinance Title: **Updating the Dover Zoning Ordinance**

Chapter: **170**

**Planning Board Adopted on July 14, 2015**

design criteria to be followed when determining conformity with the mill motif theme. Refer to Subsection P) (4) (c) for graphic guidelines.

(a) Lettering.

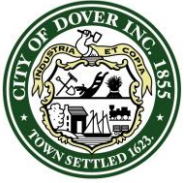
- (i) No more than one (1) ~~lettering style~~font shall be permitted per SIGN. More than one (1) size is permitted.
- (ii) Letters may be attached to the BUILDING façade.
- (iii) Light-colored letters on a dark background are ~~preferred~~required. ~~Dark letters on a light background shall only be permitted if it complements the BUILDING's color composition.~~
- (iv) Lettering ~~and signboards~~ shall be located so as not to obstruct architectural detailing on the BUILDING face.
- (v) Product trademarks are ~~not permitted. discouraged; however,~~ Generic trade SIGNS symbols (e.g., a shoe for a cobbler, a mortar and pestle for a druggist) are permittedpreferred.
- (vi) Letter styles shall be limited to the classic genre, ~~i.e.,~~ Copper plate Gothic, Times, Franklin Gothic, Benton, Clarendon, Haas Helvetica, Folio Caravelle Medium, Windsor, and Times Roman.
- (vii) The size of the lettering shall be in proportion to both the SIGN configuration and the BUILDING.

(b) Color.

- (i) No more than three (3) colors are preferred, ~~including~~plus black and white. Differences in shade or hue are considered different colors. Lettering ~~shall preferably be is limited to one (1) color.~~
- (ii) Colors used in SIGNAGE should relate to the color composition of the BUILDING material and be compatible with them.
- (iii) The determination of SIGN color must relate to the degree of contrast between the SIGN lettering and SIGN background.

(c) Lighting.





**CITY OF DOVER**

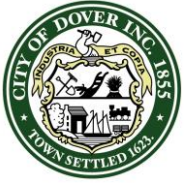
## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- (i) Internally-lit or back-lit SIGNs are prohibited.
- (ii) Only shielded indirect light shall be permitted if lighting is used.
- (d) Materials.
  - (i) ~~The appearance of~~ Traditional materials, such as wood, glass, brass, bronze or iron, is required are preferred. The use of plastic, aluminum and vinyl will only be permitted if styled and composed to imitate wood or iron.
  - (ii) Wooden SIGNs shall be constructed of dense, clear wood that adapts to engraving/carving and paint or stain. ~~Ordinary plywood will not withstand exposure; therefore, only~~ The use of plywood shall be limited to overlay, exterior or marine plywood. ~~shall be permitted~~
  - (iii) PROJECTING SIGNs shall be supported by black, iron attachments to the BUILDING. Guy wires shall not be permitted as a principle SIGN support member.
  - (iv) No support for a PROJECTING SIGN shall extend above the cornice line of the BUILDING to which it is attached.
- ~~(e) Graphic guidelines. The zoning ordinance regarding SIGNS was developed in an effort to limit the size, clutter and inefficiency of uncontrolled SIGNAGE, while encouraging more effective SIGNS through better and more appropriate design. The regulations that have been outlined in this section pertain primarily to maximums for height, size and content of business SIGNS. Concern for size alone, however, does not guarantee the effectiveness of a SIGN or its appropriateness to its location, and both are important for the overall selling power of the SIGN. In order to help business owners, manufacturers and designers and others with the design of quality mill motif SIGNS, the following notes have been prepared as a brief guide:~~
  - ~~(i) — Because it is an old city, Dover's Central Business District (CBD) has evolved from a mill era architectural influence. Almost all of the business STRUCTURES in this area have an architectural character worth preserving and enhancing. In this district, however, whether an individual BUILDING is of great architectural merit does not matter as much as the fact that individual BUILDINGS and rows of BUILDINGS visually relate to each other. This sense of history and feeling of architectural unity is one of Dover's unique characteristics; it is attractive to both tourists and residents alike. And although nothing in the long run can replace the quality and character of a business concern's services or merchandise in drawing and keeping customers, the architecture of an individual BUILDING and the combined impact of groups of~~



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

Planning Board Adopted on July 14, 2015

adjoining BUILDINGS, can be part of the attraction of a shopping district. Ideally, then, to maximize the effectiveness of SIGNS and BUILDING its BUILDING, and each BUILDING should have a good visual influence within its BLOCK of BUILDINGS. As a result, the BUILDING and its SIGN become part of an overall image, each supporting the other and helping to draw customers. This leads to a simple but vital point: A SIGN on a BUILDING should always be thought of as part of the BUILDING and not as an unrelated object attached to it. Figures A, B, C and D illustrate this point.###

- (ii) Just as a SIGN should respect a BUILDING façade, a row of shops and their SIGNS are most effective when the architecture and rhythm of the STREET is preserved and even emphasized by the design of all the SIGNS.

The matter of SIGNS becomes a concern for all neighboring businesses; a harmonious and uncluttered row of shops with legible well-designed SIGNS is much more attractive to shoppers than a hodge-podge of SIGNS that confuse the shopper rather than draw him to the area and the individual shops. One of the most common causes of this confusion is the tendency of shop fronts to burst out of their frames in an upward and outward direction until nothing of the original FRONTAGE is visible. Figures E, F and G illustrate the effects of this on a typical stretch of STREET front.####

- (iii) Letter styles:\*\*\*\*\*

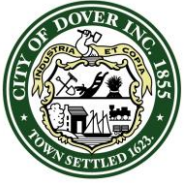
#### (4) Permit process

- (a) The Zoning Administrator shall be responsible for the issuance of sign permits relative to mill motif accessory SIGNS. Application for said SIGNS shall include the following items:
- (i) A scaled elevation drawing of the entire BUILDING façade(s).
  - (ii) Proposed SIGN clearly delineated on the elevation drawing.
  - (iii) Detailed drawings indicating materials, size, colors and style of lettering, lighting and attachment method.
  - (iv) A photograph of the BUILDING.
  - (v) A sample color rendering of the intended SIGN.

### See Figures A, B, C and D are included in SIGN Diagrams, Part III, at the end of this chapter.

#### See Figures E, F AND G are included in SIGN Diagrams, Part IV, at the end of this chapter

\*\*\*\*\* Samples of the various letter styles are on file in the office of the City Clerk and are available for inspection during normal business hours.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

(b) Upon completion of the review, the Zoning Administrator will approve or disapprove the application and inform the APPLICANT of the decision in writing.

P. Fees for the review of SIGNAGE are set annually and may be found in the City's Fee Schedule.

Q. Temporary SIGNS. No temporary SIGN shall be erected or placed in the City of Dover without a temporary sign permit issued by the Planning Department, except as noted in Subsections (1)(b). The following regulations shall apply:

(1) Business Advertising. Business advertising temporary SIGNS are permitted in the CBD-General, CBD-Downtown Gateway, CBD-Mixed Use, CBD-TOD, CWD, B-3 and B-5 Districts only and are subject to the following regulations:

(a) Special Events. A business may obtain a temporary sign permit for a special event, provided that all of the following conditions are met:

(i) Special events shall include sales, product promotions, business sponsored fundraisers and other similar events.

(ii) Special event temporary sign permits are valid for a consecutive seven (7) day period and may be obtained once every three (3) months, for a maximum of four (4) special event SIGNS per business per year. If a special event sign permit is not used in one (1) quarter, it shall not be carried over to the next quarter.

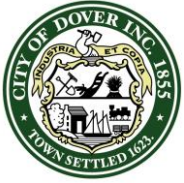
(iii) The special event SIGN shall be limited to twenty-four (24) square feet in size and shall not be placed in such a manner so as to create a traffic or safety hazard.

(iv) The special event SIGN shall be removed within twenty-four (24) hours after the end of the event. If a special event SIGN or banner is not removed within twenty-four (24) hours, the SIGN or banner may be removed by the City of Dover.

(v) If the SIGN is located on a City SIDEWALK or within a public right-of-way, the requirements in Subsection Q.(2)(d) must be met.

(b) SIGNS Allowed Without a Permit. One (1) temporary A-frame sandwich board SIGN is permitted per business and does not require a permit, provided all of the following conditions are met:

(i) The SIGN is not located on a City SIDEWALK or within a public right-of-way.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

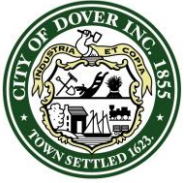
**Planning Board Adopted on July 14, 2015**

- (ii) The maximum size of the SIGN is eight (8) square feet.
- (iii) The SIGN must be placed directly in front of the business at a distance no greater than two (2) feet from the BUILDING and must not impede pedestrian or handicapped access to the business or adjacent businesses.
- (c) SIGNs Allowed With Annual Permit. One (1) temporary SIGN shall be permitted per each PRINCIPAL BUILDING, BUILDINGs with an excess of one hundred (100) feet of STREET FRONTAGE shall be permitted one (1) additional temporary SIGN per every one hundred (100) feet of STREET FRONTAGE. See District Tables of Use for additional requirements.

  - (i) If the SIGN is located on a City SIDEWALK or within a public right-of-way, the requirements in Subsection Q.(2)(d) must be met.
  - (ii) The following additional regulations shall apply to SIGNs located in the CBD-General District:

    - 1. The structure of the temporary SIGN must consist of medium density overlay plywood, or a similar durable wood-like material which can withstand the weather, or metal (except as supplemented by material for changeable messages, see below). The use of other materials is permitted if styled and composed to imitate wood or metal.
    - 2. Any graphics, lettering, words, numbers, messages and/or symbols on the temporary SIGN shall be applied directly onto the surface of the SIGN and/or shall be made with sign plastic film.
    - 3. The material for changeable messages shall be either chalk board or dry erase board. SIGNs with moveable slide-in plastic letters are not permitted.
    - 4. SIGNs using stencils or spray paint are not permitted.
    - 5. SIGNs may not be painted traffic yellow or construction-zone orange or use any reflective or fluorescent materials.
  - (d) SIGNs Located on a City SIDEWALK or Within a Public Right-of-Way. SIGNs located on a City SIDEWALK or within a public right-of-way shall meet the following requirements:





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

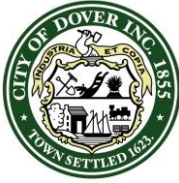
- (i) A certificate of insurance in the amount of one hundred thousand (\$100,000.00) dollars (bodily injury/property damage) shall be filed as part of the temporary sign permit application to assure sufficient liability coverage of the APPLICANT.
- (ii) A hold-harmless certification letter shall be filed as part of the temporary sign permit application to relieve the City of Dover from bodily injury and property damage liability.
- (iii) SIGNs shall only be displayed during business hours.
- (iv) A five (5) foot, clear passageway must be maintained at all times.
- (v) SIGNs shall be located in front of the BUILDING occupied by the business or in front of the space occupied by the business if the business is located in a multi-tenant BUILDING.

### 18. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Article XI “Off-Street Parking and Loading,” Chapter 170-44 “Applicability” to read as follows:

The following conditions shall apply to all parking and loading spaces provided in conformance with this ~~e~~Chapter:

- A. Conformity with the Site Review Regulations, Chapter 149, Subsections 149-14 and 149-15, site development criteria.
- ~~B. The enlargement of any BUILDING shall require the provision of OFF-STREET PARKING for the existing BUILDING as if it were newly erected, in addition to the required OFF-STREET PARKING SPACES for the enlargement.~~
- ~~C. All required PARKING SPACES in residential districts shall be upon or adjacent to the LOT upon which they are designed to serve. In all nonresidential districts, such PARKING SPACES shall be provided within a five hundred foot radius of the primary STRUCTURE.~~
- ~~D. Where one (1) BUILDING is used for more than (1) use, parking requirements shall be computed for each use as if it were a principal use.~~
- ~~E. Where a parking area is provided to serve two (2) or more STRUCTURES, the total number of spaces provided shall be not less than the sum of the individual total numbers of spaces required.~~
- ~~F. B.~~ Where PARKING SPACES are provided for nonresidential STRUCTURES and this parking area adjoins a residential use, suitable screening at least seven (7) feet in ~~height~~ HEIGHT shall be provided and maintained.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

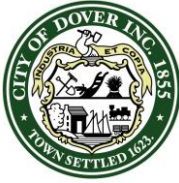
~~G. C. In CBD/CWD m Municipal parking facilities may LOTS shall not be substituted for the requirements of this Section.~~

~~H. In the CBD and CWD Zoning Districts, none of the on-site parking standards shall be binding except in such cases where new construction is proposed that would create additional BUILDING square footage; and or when conversions or changes of use that would result in an increase in the number of residential units.~~

~~PARKING SPACES required the CBD and CWD Zoning Districts may be located off-site within one thousand (1,000) feet of the proposed use. The spaces may be located in a municipal parking LOT and leased from the City, or leased from a private landowner. Lease agreements are subject to PLANNING BOARD approval, and must have a minimum duration of five (5) years, and have provisions for renewal at expiration.~~

~~I. Conditional Use Approval.~~

- ~~(1) Conditional use approval may be granted by the PLANNING BOARD (RSA 674:21 II) after proper public notice and public hearing for the purpose of altering any provisions of Article XI OFF-STREET PARKING and Loading, provided that the proposed project complies with the following standards:~~
  - ~~(a) The APPLICANT submits an analysis justifying a request for reduced parking requirements.~~
  - ~~(b) The conditional use application shall describe the limits of any parking area subject to the reduced requirements and the reduction applicable to each use.~~
  - ~~(c) The APPLICANT submit an analysis and/or a parking study substantiating the availability of nearby Alternative parking to be used as a credit towards reducing parking requirements. The APPLICANT must show that the use(s) can be adequately served by a combination of on and OFF-STREET PARKING.~~
  - ~~(d) The APPLICANT submits data and/or a transit study that indicates that existing and planned transit service in the vicinity justifies the reduction requested. The PLANNING BOARD shall make the determination.~~
  - ~~(e) The APPLICANT submits a Traffic Reduction and/or Transportation Management Plan which outlines the measure(s) to be taken to permanently reduce parking demand. The plan may include any/all of the following initiatives:~~
    - ~~(i) facilitate employee/customer use of mass transit.~~
    - ~~(ii) facilitate employee/customer use of ride share/van pool program.~~
    - ~~(iii) establish Alternative work hours/flex time program.~~



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

- ~~(iv) provide incentives to encourage non-vehicular trips, i.e. pedestrian and bicycle alternatives.~~
- ~~(v) provide preferred parking for ride share/van pool participants.~~
- ~~(vi) create shuttle bus service to/from train/bus stations.~~
- ~~(vii) establish an information center to coordinate ride share/van pool efforts among separate uses within a STRUCTURE or complex.~~
- ~~(f) There shall be no detrimental effects on surrounding properties by any proposal.~~
- ~~(2) Conditional use approval may also be granted by the PLANNING BOARD to allow a decrease in the OFF STREET PARKING requirements for a BUILDING or BUILDINGS in close proximity serving more than one (1) use. To obtain such an approval, the APPLICANT must conclusively demonstrate that one (1) or more such uses will generate a demand for PARKING SPACES primarily during periods when the other use or uses are not in operation. Calculations for parking reduction shall be consistent with nationally accepted parking publications such as Shared Parking, (Urban Land Institute, Washington, DC, 1990). The location of all shared PARKING SPACES shall conform with the provisions outlined in Subsections 170 44.C and 170 44.H unless determined otherwise by the PLANNING BOARD.~~
- ~~(3) Conditional use approval shall be subject to a formal agreement between the PLANNING BOARD and the APPLICANT. Said agreement shall be recorded at the Strafford County Registry of Deeds.~~
- ~~(4) Any conditional use approval shall apply only to the application specified at the time of approval and shall not be transferable to a different application, BUILDING EXPANSION, or change of use regardless of size. Any subsequent change(s) to a project or plan that has a shared parking agreement shall be subject to review by the Planning Director. If the proposed parking demand is determined to increase, the project shall be referred to the PLANNING BOARD for further review.~~

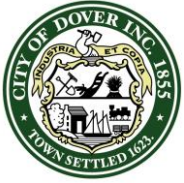
D. J. PARKING SPACES for non-residential uses and MULTI-FAMILY DWELLINGs shall have independent access to an aisle or driveway, and be accessible year round.”

### 19. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-51 “Violations and Penalties,” to read as follows:

#### **“170-51. Violations and Penalties. [Amended on 9-24-80 by Ord. No. 15-80.]**

“The administration and enforcement of this ordinance shall be in any manner authorized by State statute, including but not limited to, RSA 31:39-d, 676:14, 676:15, 676:17, 676:17-a, and 676:17-b.”



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

Planning Board Adopted on July 14, 2015

- A. ~~Violations. The administrative officer shall serve a notice of violation and order to any owner or person responsible for the erection, construction, reconstruction, conversion or ALTERATIONS of a STRUCTURE, increase in intensity of use or extension or displacement of use of any STRUCTURE or LOT in violation of any approved plan, information or drawing pertinent thereto, or in violation of a permit or certificate issued under the provisions of this chapter; and such order shall direct the immediate discontinuance of the unlawful action, use or condition and the abatement of the violation. Any owner or person who has been served with a notice and ceases any work or other activity shall not leave any STRUCTURE or LOT in such a condition as to be a hazard or menace to the public safety, health or general welfare.~~
- B. ~~Prosecution of violations. If the notice of violation and order is not complied with, the Building Inspector shall cause to be initiated the appropriate action or proceeding so to prevent any continued unlawful action or condition and to restrain, correct or abate such violations. Any person who knowingly takes part in continuance of said violation(s) shall, for each and every violation(s), be liable to a fine not to exceed one hundred dollars (\$100.00). Each day beyond the expiration of the aforementioned notice of violation and order shall constitute a separate offense.~~

### 20. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-6 “Definitions,” to delete existing definitions and revise existing definitions to read as follows:

“**ACCESSORY USE** means a use existing on the same LOT and within the same zoning district as the principal use which shall be customarily incident and subordinate to the principal use, subject, however, to the provisions of 170-2010E.”

AND

“**EDUCATIONAL INSTITUTION, K-2012** means a facility, licensed by the State of New Hampshire, that provides curriculum of elementary and secondary academic instruction, including kindergartens, elementary schools, junior high schools, and high schools.”

AND

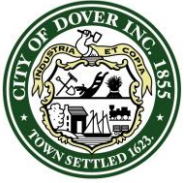
“~~**GENERAL FARMING** means the pursuit of those activities normally associated with the raising of a crop or the care of animals for agricultural purposes.~~”

AND

“~~**NEIGHBORHOOD STORE** is any retail store containing a maximum of fifteen hundred (1,500) square feet of enclosed space with no on-site parking permitted or required.~~”

AND





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

~~“NONCONFORMING BULK means a BUILDING or use of land is nonconforming as to BULK if it does not conform to the prescribed BULK regulations of the district in which it is located.”~~

AND

~~“REGULATING PLAN means a zoning map or set of maps that shows the sub-districts subject to regulation by the form-based code Section 170-20.”~~

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-11 “Use Regulations,” Section B, second paragraph, to read as follows:

~~“Uses Permitted by sSpecial eException. A use listed in the Uses~~ Via Permitted by Special Exception ~~Section of the Tables of Use and Dimensional Regulations by District may be permitted as a sSpecial eException granted by the PLANNING BOARD of Adjustment~~ ZONING BOARD OF ADJUSTMENT ~~in accordance with the conditions of Article VI and 170-52 herein and in conformance with such other rules and regulations as may apply.”~~

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-11 “Use Regulations,” Section D.(2), to read as follows:

~~“(2) All multi-family residential uses wherein more than five (5)~~ or more ~~units are proposed for development.”~~

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-18 “Customary Home Occupations,” Section D, to read as follows:

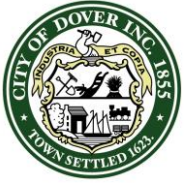
~~“D. No more than twenty-five percent (25%) of the existing net FLOOR AREA\of the principal and any accessory BUILDINGS~~ ACCESSORY STRUCTURE ~~not to exceed six hundred (600) square feet is devoted to such use.”~~

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-20 “Central Business District Regulations,” Section H.(1), second sentence, to read as follows:

~~“Administrative appeals from this Section may be directed to the Zoning Board of Appeals~~ ZONING BOARD OF ADJUSTMENT ~~(as outlined in 170 – 52).”~~

AND



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-27.2 “Transfer of Development Rights”, Section E.(1), to read as follows:

“(1) At the discretion of the PLANNING BOARD, an APPLICANT for development approval within the RECEIVING AREA of the defined Industrial TDR DISTRICT may apply the performance standards specified in ~~S~~ubsection ~~G~~ F below in return for the acquisition of land or DEVELOPMENT RIGHTS from the SENDING AREA within the same TDR DISTRICT. The performance standards for the Residential TDR DISTRICT are outlined in ~~S~~ubsection ~~H~~ G below.

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-27.2 “Transfer of Development Rights,” Subsection F.(1), to read as follows:

“(1) Land within a SENDING AREA, when surveyed, approved by the PLANNING BOARD and preserved by easement or covenant as specified in ~~S~~ubsection ~~F~~ E above, may be counted for the OPEN SPACE requirement for a development site in a RECEIVING AREA. The amount of land preserved in a SENDING AREA shall equal or exceed the OPEN SPACE requirement for the development site, but in no case be less than one (1) acre. Notwithstanding, development sites within the I-4 and B-4 zoning districts shall maintain OPEN SPACE or landscaped area on at least ten percent (10%) of the site. The design of the development site shall locate the OPEN SPACE or landscaped area to maximize the aesthetic value of the site.”

AND

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-52 “Zoning Board of Adjustment,” Section C.(3)(c), to read as follows:

“(c) The requested use will not overload any public water, drainage or sewerage system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the City will be unduly subjected to hazards affecting health, safety or the general welfare. ~~Refer to Article VI of this Chapter for additional provisions regarding special exceptions.~~”

### **21. TAKES EFFECT**

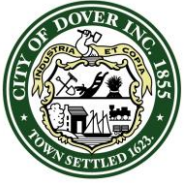
This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

### **TO BE REFERRED TO A PUBLIC HEARING**

### **AUTHORIZATION**

Approved as to Funding: Daniel R. Lynch

Sponsored by: Councilor William Garrison



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

Finance Director

City Council Planning Board  
Representative

Approved as to Legal Form and Compliance: Anthony Blenkinsop  
City Attorney

Recorded by: Karen Lavertu  
City Clerk

### DOCUMENT HISTORY:

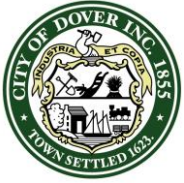
|                     |                      |
|---------------------|----------------------|
| First Reading Date: | Public Hearing Date: |
| Approved Date:      | Effective Date:      |

### DOCUMENT ACTIONS:

| VOTING RECORD                        |     |    |
|--------------------------------------|-----|----|
| Date of Vote:                        | YES | NO |
| Mayor Karen Weston                   |     |    |
| Deputy Mayor Robert Carrier          |     |    |
| Councilor John O'Connor, Ward 1      |     |    |
| Councilor William Garrison, Ward 2   |     |    |
| Councilor Deborah Thibodeaux, Ward 3 |     |    |
| Councilor Dorothea Hooper, Ward 4    |     |    |
| Councilor Catherine Cheney, Ward 5   |     |    |
| Councilor Jason Gagnon, Ward 6       |     |    |
| Councilor Anthony MacManus, At Large |     |    |
| Total Votes:                         |     |    |
| Resolution does   does not pass.     |     |    |

### ORDINANCE BACKGROUND MATERIAL:

The amendments, which the Planning Board posted on April 28th, 2015, were drafted by staff and the Planning Board during the winter and spring of 2014/2015. The amendments are the result of a comprehensive effort by the Planning Board to involve the public in the process.



**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

These amendments were suggested after a review of Zoning Board of Adjustment applications, the NH Office of Energy and Planning review of our Floodplain Ordinance for compliance with FEMA regulations, property owners and the Planning staff. Goals of the amendments include the protection of Dover's character, promotion of development that will have a positive tax impact, and protection of natural resources. Since some amendments affect all zoning districts in the City, a notice was sent to all property owners inviting them to a public hearings on June 9th and June 23, 2015. A further public hearing was held by the Board on July 14, 2015.

The City of Dover was awarded \$10,000 by New Hampshire Housing through a competitive grant process to examine the zoning regulations in and around Silver Street. This project became known as the "Heritage Residential District." This was completed at the request of residents who wish to have regulations which encourage the continuation of the historic character of their neighborhood.

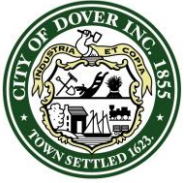
Over the course of several months, the Planning Department and the City's consultant, Jeffrey H. Taylor and Associates, performed on the ground inventories of the neighborhood and engaged in substantial public outreach including:

- mailings to all residents, property owners and business owners within the neighborhood,
- conducting stakeholder interviews with property owners, developers, design professionals, city officials, and transportation and housing advocates,
- conducting public information sessions in April, June and July 2013 where participants were asked to share their thoughts on how the neighborhood should change over time, and
- The Planning Board held public hearings on October 14<sup>th</sup> and 28<sup>th</sup>, 2014 after having discussion about the proposed amendment over the preceding year.

New Hampshire's medical marijuana bill, HB 573, was signed into law on June 18, 2013. In short, the bill (codified at RSA 126:X) allows patients with qualifying medical conditions to register with the New Hampshire Department of Health and Human Services (HHS) to possess up to two ounces of marijuana at a time. The bill also allows HHS to register four non-profit alternative treatment centers (ATCs) to grow and sell marijuana to patients.

In considering the impact of RSA 126:X, staff recognized that unless specific zoning regulations are adopted for ATCs, a determination would need to be made by staff to fit an ATC proposal into an existing use category, or in the alternative, the ATC proposal could seek a variance from the Zoning Board of Adjustment. Instead, staff has worked closely with other City departments including Economic Development, Police, and Legal to craft specific regulations for ATCs so that if presented with a proposal for such a facility, the City will have regulations for these uses that serve to reasonably and effectively promote the public interest.





**CITY OF DOVER**

## CITY OF DOVER – ORDINANCE

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

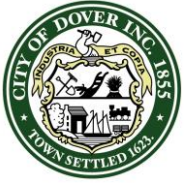
**Planning Board Adopted on July 14, 2015**

In incorporating existing language in Chapter 113 of the Code, staff and the Planning Board recommend rescinding that separate Chapter of the Code in its entirety.

During the July 14, 2015 meeting the Planning Board unanimously voted to approve the zoning amendments and forwarded them to the City Council. The Council may overturn the amendments with a 2/3rds vote.

The following is a list of the amendments summarized:

1. Purpose statement.
2. Amend Chapter 170-6 to clarify the definition of “Build To Line”, to account for environmental constraints.
3. Amend 170-8 to rezone 73.4 acres located along Silver St, Summer St, Fisher St, Elm St, Locust St, Spring St, Trakey St, Hamilton St, Belknap St, Cushing St, Lexington St, West Concord St, Richmond St, Washington St, and Trask Drive from Urban Density Multi-Residential (RM-U) District to Heritage Residential (HR) District and to rezone a 22.1 acre area located along Silver St, Towle Avenue, Clifford St, Fisher St, Parker St, Woodman Park Drive, Rutland St, and West Concord St from Medium-Density Residential (R-12) to Heritage Residential (HR) District, and revise Chapter 179-7 to establish the Heritage Residential (HR) District.
4. Amend Chapter 170-12 to revise the Dimensional Regulations Table in the Low Density Residential District (R-20), Medium Density Residential District (R-12), and Urban Density Multi-Residential District (RM-U) to replace the Outbuilding/Accessory Use front build to line, abut a street build to line, front setback and abut a street setback, to allow the structure/use to be no closer than the principal structure.
5. Amend Chapter 170-12 to revise the Dimensional Regulations Table in the Medium Density Residential District (R-12) to replace the Principal Building front setback and abut a street setback with a build to line for new construction and a setback for renovations that is between 15 and 25 feet.
6. Amend Chapter 170-12 to revise the Dimensional Regulations Table in the Urban Density Multi-Residential District (RM-U) to replace the Principal Building front setback and abut a street setback calculation, limiting the properties used in the calculation to those within 250' of the property on the same side of the street as the property.
7. Amend Chapter 170-12 to revise the Dimensional Regulations Table in the CBD General Sub-District to replace the Principal Building front primary build-to and front secondary build-to line calculation, limiting the properties used in the calculation to those within 250' of the property on the same side of the street as the property.
8. Amend Chapter 170-12 to revise the Dimensional Regulations Table in the CBD General Sub-District to clarify the Height of Building Principal Building may not exceed 5 stories.
9. Amend Chapter 170-12 to revise the Applicability of Tables of Use and Dimensional Regulations By District, by revising the Signage Regulations Table in the CBD Downtown Gateway Sub-District to amend the freestanding signs to have a maximum size of 4 sf per tenant and to revising the Signage Regulations Table in the CBD General, Downtown Gateway, TOD and Mixed use Sub-Districts to permit temporary signs.
10. Amend Chapter 170-12 to revise the Applicability of Tables of Use and Dimensional Regulations By District, by revising the Permitted Uses Table in the CBD Downtown Gateway and Mixed Use Sub-Districts to restrict residential density to 5,000 sf of lot area per unit, 10 units max.



**CITY OF DOVER**

## **CITY OF DOVER – ORDINANCE**

**Agenda Item#: 13.C.1.**

Ordinance Number: **O – 2015.07.22 – 017**  
Ordinance Title: **Updating the Dover Zoning Ordinance**  
Chapter: **170**

**Planning Board Adopted on July 14, 2015**

11. Amend Chapter 170-12 to revise the Applicability of Tables of Use and Dimensional Regulations By District, by revising the Permitted Uses Table in the Restricted Industrial District (I-1), Rural Restricted Industrial District (I-2), Assembly and Office District (I-4), and Executive Technology Park District (ETP) to allow uses of similar nature to manufacturing, assembly and repair of products.
12. Amend Chapter 170-12 to revise the Applicability of Tables of Use and Dimensional Regulations By District, by revising the Permitted Uses Table in the Hotel/Retail (B-4) District and the Rural Restricted Industrial (I-2) District to allow State Statute defined Alternative Treatment Centers.
13. Amend Chapter 170-12 to revise the Applicability of Tables of Use and Dimensional Regulations By District, by revising the Permitted Uses Table in the Mixed Use Sub-Districts to remove architectural requirements for 4 or more residential units.
14. Amend Chapter 170-28.3 to revise the boundaries of the Secondary Groundwater Protection Zones associated with the Smith, Cummings and Cotton wells, add new Groundwater Protection Zones associated with Willand Pond and update the date of the map.
15. Amend Chapter 170-7 to add a Floodplain Overlay district, and add a new Floodplain Development section to 170-25 incorporating existing language in Chapter 113 of the Code, which will be rescinded in its entirety, as well as updating the regulations as per FEMA requirements.
16. Amend Article VIII of Chapter 170 to include the term Excavations, and revise 170-30.2 to allow for biennial permitting of Excavation operations.
17. Amend Chapter 170-6 to revise the definition of “Freestanding Sign” and “Sign Area” and revise Chapter 170-32 to revise the temporary sign regulations city wide, to restrict the illumination of signs in the CBD Downtown Gateway Sub-district, clarify the permit process for sign applications, and to reduce the requirements of the mill motif in the Central Business District.
18. Amend Chapter 170-44 to remove off-street parking and loading regulations already found in Chapter 149 of the Code.
19. Amend Chapter 170-51 to allow for enforcement of the Chapter as per RSAs 31:39-d, 676:14, 676:15, 676:17, 676:17-a, and 676:17-b.
20. Amend various sections of Chapter 170 to remove clerical or scriveners’ errors.

In addition to the above, Planning Staff has provided a summary document of the amendments, the required report to the City Council and a copy of the presentation which the Planning Board held on June 9th .

**To:** Dover City Council  
**From:** Christopher Parker, AICP  
**CC:** J. Michael Joyal, City Manager  
Dover Planning Board  
**Date:** July 16, 2014  
**Re:** Zoning Amendments

**ISSUE:**

On July 14, 2015, the Planning Board unanimously approved 18 amendments to the City's Zoning Ordinance, Chapter 170.

**INTENT:**

This memo will briefly describe the findings of the Planning Board and ensure compliance with Chapter 170-53(F) of the Code.

**GOALS:**

The proposed zoning amendments must meet certain criteria for the Planning Board to support their adoption. This memo reviews the report criteria laid out in Chapter 170 to explain the findings of the Planning Board.

**PROCESS:**

The Planning Board and staff prepared a set of amendments in response to work completed by a subcommittee reviewing the sign ordinance, Federal requirements on floodplain development, and work completed with the public on establishing an Heritage Residential District.

The Planning Board posted the amendments after consideration on April 28, 2015. It held public hearings on June 9, June 23 and July 14, 2015. The Board unanimously approved the amendments at the conclusion of the July 14<sup>th</sup> hearing and forwarded them to the City Council for ratification.

**ATTACHMENTS:**

- Proposed new tables
- Proposed map of ATC areas
- Proposed Groundwater Map
- Summary of amendments

As per section 170-53(F), the Planning Board shall provide to the City Council a report on each proposed amendment that has been proposed and endorsed by it. This report shall include the Board's findings and recommendations on the following:

*The consistency of the proposed amendments with the Master Plan;*

The 2015 update to the City's Land Use Chapter of its Master Plan is entitled "It's All About Tomorrow." This chapter emphasizes the need for new development to be in keeping with the existing conditions in a neighborhood, and promotes adaptive reuse of existing infrastructure and buildings/areas. Amendments 11 is connected with recommendation ED 1.3, which encourages looking at ways to keep industrial areas current. The remaining amendments less directly support the overall themes and vision of the 2012 Vision Chapter.

*The consistency of the proposed amendment with other plans, studies, or technical reports prepared by or for the Board and the City;*

The proposed amendments do not conflict with any other plans, studies or technical reports.

*The effect of the proposed amendment on the City's municipal services and capital facilities as described in the Capital Improvements Program;*

The proposed amendments do not conflict with the Capital Improvements Program. A review of the City's infrastructure/services indicates no adverse impact.

*The effect of the proposed amendment on the natural, environment, and historical resources of the City;*

In promoting contextually sensitive development, the amendments will increase the level of protection of the City's heritage and character.

*The effect of the proposed amendment on neighborhood including the extent to which nonconformities will be created or eliminated;*

Amendment 3 draws new district boundaries, based upon a citizen request to create a district around their neighborhood, the Zoning Ordinance will require contextually sensitive development for these areas. Existing uses were included in the new district, and dimensional regulations are consistent with the neighborhood.

A review indicates that few if any non-conformities are created as a result of these amendments. In fact, any that are created are mitigated by existing sections of the Zoning Ordinance, 170-14, 170-39, 170-40 and 170-41

*The effect of the proposed amendment on the City's economy and fiscal resources; and*

The Planning Board sought to create amendments which foster economic diversity and to allow for continued and sustained growth in Dover. Amendments 9, 11, 13, and 17 all promote the City's economy. Amendment 11 in particular is designed to ensure that Dover's industrial zones are up to date with modern nomenclature and trends, and encourage new industry.

The proposed amendments provide additional flexibility for temporary signs in the zoning districts where they are currently permitted. In the

Central Business District and Cochecho Waterfront District, business owners will have more clarity of mill motif design criteria for signage.

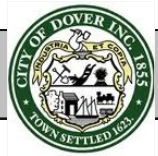
*The recommendation of the Planning Board relative to whether the proposed amendment should be adopted or rejected, and any recommendations for modifications to the proposed amendment.*

The Planning Board unanimously approved the amendments and hereby submits them to the City Council for ratification.



# Heritage Residential (HR) District

Adopted: 11-28-12 by Ord. No. 2014-



## Permitted Uses\*\*\*

- ACCESSORY DWELLING UNIT
- ADULT DAY CARE
- BED AND BREAKFAST
- CHILD CARE FACILITY
- CHILD CARE HOME
- Dwelling, 2 Family
- DWELLING, SINGLE FAMILY [3]
- Conversion of Existing Dwelling to Accommodate not more than 2 units [3]
- FARM ANIMALS FOR FAMILY USE, for non-commercial purposes, on lots containing a one or two family dwelling [4]
- PUBLIC RECREATION
- Public Utility [5]
- ROOMING HOUSE
- ROADSIDE FARM STAND [6]

\*\*\*See reverse side for architectural standards, required for new construction and additions.

## Uses Permitted by Conditional Use Permit\*\*\*

- Conversion of Existing Dwelling to accommodate not more than 4 units
- Dwelling, 3 to 4 Family
- ELDERLY ASSISTED CARE HOME
- GROUP HOME FOR MINORS
- Retail Store

\*\*\*See reverse side for architectural standards, required for new construction and additions.

## Sign Regulations

| Size                  | HR District                                       |
|-----------------------|---------------------------------------------------|
| Total signs permitted | 1                                                 |
| Total area permitted  | 8 sf<br>(CUSTOMARY HOME OCCUPATION SIGN 2 sf max) |
| Type                  |                                                   |
| FREESTANDING          | permitted<br>(10 ft setback required)             |
| PROJECTING            | permitted                                         |
| WALL/ Awning          | not permitted                                     |
| Temporary             | not permitted                                     |

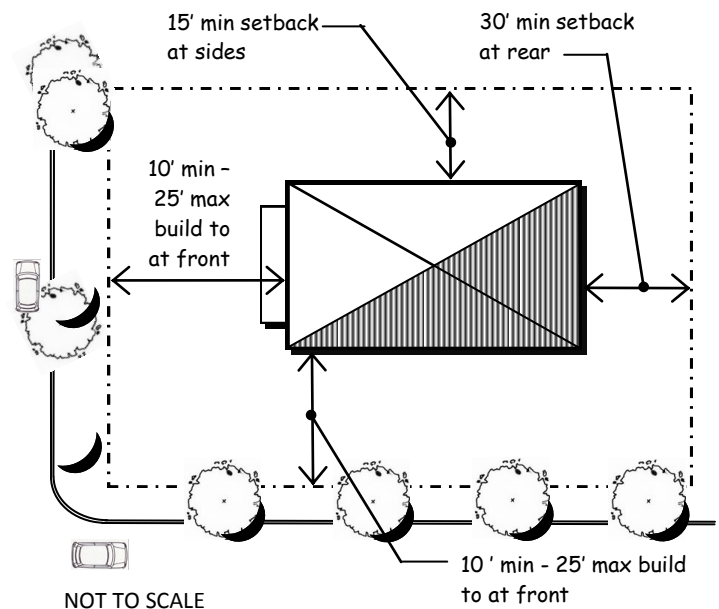
## Dimensional Regulations [1] [2]

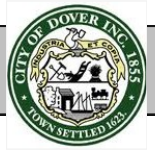
| LOT                       |                        |
|---------------------------|------------------------|
| Minimum LOT Size          | 10,000 sf              |
| Maximum LOT Coverage      | 40%                    |
| Minimum FRONTAGE          | 80 ft                  |
| PRINCIPAL BUILDING        |                        |
| Front BUILD TO LINE       | 10 ft min, 25 ft max*  |
| Abut a Street SETBACK     | 10 ft min, 25 ft max*  |
| Side SETBACK              | 15 ft                  |
| Rear SETBACK              | 30 ft                  |
| OUTBUILDING/ACCESSORY USE |                        |
| Front SETBACK             | 45 ft                  |
| Abut a Street SETBACK     | 45 ft                  |
| Side SETBACK              | 10 ft                  |
| Rear SETBACK              | 10 ft                  |
| HEIGHT OF BUILDING        |                        |
| PRINCIPAL BUILDING        | 24 ft min**, 40 ft max |
| OUTBUILDING               | 40 ft max              |

\*Expansions to, or renovations of, existing structures have a ten (10) foot setback.

\*\*The minimum principal building height shall not apply to additions constructed onto the rear of the principal building, provided the addition is located no closer than 45 ft from the front lot line where the addition will be closer to either side lot line than the existing principal building.

## Principal Building Placement





## Footnotes

- [1] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and set-back requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] 2 family dwellings shall be designed to look like SINGLE FAMILY DWELLINGS (i.e. the 2 family dwelling should not look like it was designed to occupy more than one family). At a minimum, this shall mean that only one entrance shall be visible from a public street.
- [4] Use is allowed on the portion of the lot that is behind the principal structure, provided the following standards are met: Chickens: No more than six (6) chickens and no roosters, with three (3) square feet of chicken coop and twenty (20) square feet of a fenced enclosure yard per chicken; all coops and enclosures shall be twenty (20) feet from any property line. Sheep or goats: one animal per 10,000 square feet of lot area, with a maximum of six (6) animals; ten (10) square feet of shelter and thirty (30) square feet of a fenced enclosure yard per animal; all shelters and enclosures shall be thirty (30) feet from any property line.
- [5] The utility facility shall be appropriately fenced to protect the public. Landscaping materials shall be required to provide a visual screen from any structures and storage within.
- [6] ROADSIDE FARM STANDS shall be set back a minimum of twenty (20) feet from all abutting vehicular rights-of-way. The area of any BUILDING associated with the ROADSIDE FARM STAND shall not be greater than two hundred (200) square feet in area, and shall be considered an accessory structure if a residence is also located on the property. The total of the display area, including the building, shall not exceed four hundred (400) sq. ft. Off-street parking shall be provided in the amount of one (1) off-street parking space per 250 sq. ft. of display and building area, and all required parking spaces shall have safe access to and from a public street. A certificate of use issued by the Zoning Administrator and a driveway permit shall be required in all cases.

## Architectural Standards (for new construction and additions only)

The goal of the Heritage Residential District is to recognize, celebrate, and enhance the historic character of this area, in part by promoting architecture with a strong sense of place, fine detailing, quality materials, and designed with the site context and adjacent development in mind. To that end, the following standards shall apply in the Heritage Residential District:

- A. Applicants for new construction shall refer to the Dover Historic Preservation Guide (June, 1991) for examples of architecture and design that is fitting for the Heritage Residential District. This document is available for viewing on the Planning Department webpage and at the offices of the Planning Department and Inspection Services, and is intended to serve as a guide to help encourage and inspire thoughtful and attractive development.
- B. Additions to existing buildings must be designed and constructed in the same architectural style and with the same exterior materials as the existing building, and at a HEIGHT not taller than the existing building. Deviations from this requirement shall be permitted by Conditional Use Permit.

## Conditional Use Permit Criteria

### Conversion to, or creation of Dwelling, 3-4 Family:

Three- or four-family dwellings and conversions of existing dwellings to three (3) or four (4) units shall be subject to the following regulations:

- A. The specific site must have an amount of open space, either landscaped or left natural, at least equal to the average amount of open space on all developed lots in the HR District that are wholly or partly within two hundred (200) feet of the subject parcel. Existing parking areas, either gravel, paved or unpaved, shall not be considered to be open space.
- B. Off-street parking, in accordance with Chapter 149, Site Review, shall be provided as to avoid vehicles backing into the street. Two (2) parking spaces per unit shall be required.
- C. Parking lots shall be at least five (5) feet from a side property line and ten (10) feet from a front property line.
- D. Parking areas shall be screened from the street and from abutting lots.
- E. Structures shall be at least twenty (20) feet from a front property line, thirty (30) feet from a rear property line and fifteen (15) from a side property line unless abutting a street, in which case, the distance from the side property line shall be twenty (20) feet.

### ELDERLY ASSISTED CARE FACILITY:

ELDERLY ASSISTED CARE HOME is allowed in accordance with the densities and provisions stated below:

- A. ELDERLY ASSISTED CARE HOMES larger than 6 bedrooms are permitted at a density of one bedroom per 2,500 sq. ft.
- B. Parking and service areas are screened from abutting residential uses.
- C. Notwithstanding the above requirements, the maximum number of bedrooms and residents allowed in a facility may be increased provided the increase is found not to be detrimental to the surrounding properties and conforms with parking standards in Chapter 170-44 (Off Street Parking). Furthermore, any increase to an existing structure must be contained within or contiguous to the original structure.

### GROUP HOME FOR MINORS:

GROUP HOME FOR MINORS shall be subject to the following conditions:

- A. The group home site shall be compatible with abutting uses.
- B. The group home shall be located in areas of transitional land use or mixed land uses.
- C. Parking and service areas shall be screened from abutting residential uses, unless the abutter chooses to not want said screening.
- D. Open space shall be maintained on the property in an amount comparable to the neighborhood.
- E. The planned occupancy of the group home shall be compatible with the permitted density of the surrounding neighborhood.

### NURSING HOME:

NURSING HOME is allowed in accordance with the density and provisions stated below:

- A. One unit per 2,000 sq. ft. of land.
- B. Parking and service areas must be screened from abutting residential uses.

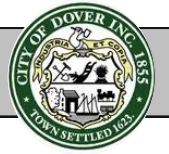
### Retail Store:

Retail stores are permitted on Silver Street only and are subject to the following regulations:

- A. The store shall contribute to a NEIGHBORHOOD feel and be pedestrian friendly.
- B. The store shall be no larger than 2,000 square feet.
- C. No more than half of the required parking necessary shall be on-site parking, which shall be screened from abutting residential LOTS.
- D. Any loading or unloading of products shall not disrupt NEIGHBORHOODS or traffic flow.
- E. The proposed use shall be compatible with the surrounding NEIGHBORHOOD.
- F. Hours of operation shall be limited to 6 am to 9 pm Sunday – Thursday, and 6 am to 10 pm Friday and Saturday.

# Medium Density Residential (R-12) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses

- ACCESSORY DWELLING UNIT
- ASSEMBLY HALL
- BED and BREAKFAST
- CHILD CARE FACILITY
- CONSERVATION LOT
- CHILD CARE HOME
- Conversion of Existing Dwelling to Accommodate not more than 2 units [6]
- Dwelling, 2 Family [7]
- DWELLING, SINGLE FAMILY
- EDUCATIONAL INSTITUTION, K-12
- EDUCATIONAL INSTITUTION, POST SECONDARY
- FARM [8]
- FARM ANIMALS FOR FAMILY USE, for non-commercial purposes, on lots containing a one or two family dwelling [9]
- OFFICE [10]
- PUBLIC RECREATION
- Public Utility [11]
- ROADSIDE FARM STAND [12]

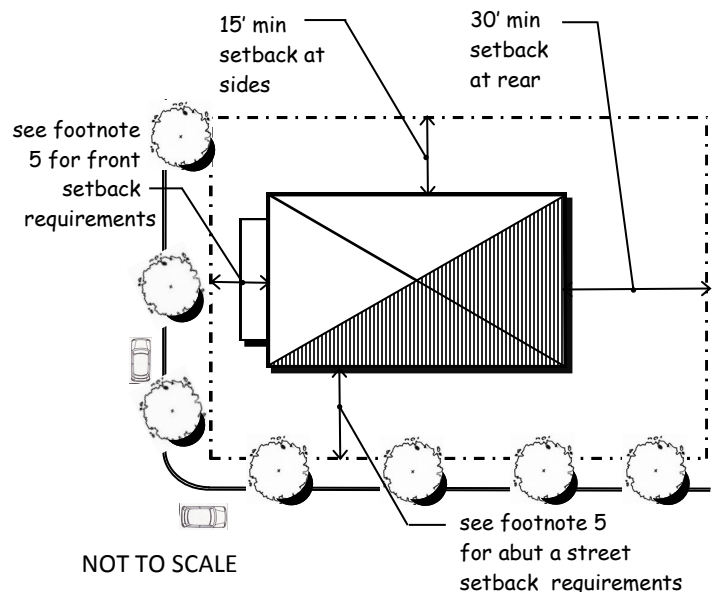
## Dimensional Regulations [1] [2]

| LOT                                        |                                           |
|--------------------------------------------|-------------------------------------------|
| Minimum LOT Size [3] [4]                   | 12,000 sf                                 |
| Maximum LOT COVERAGE                       | 30%                                       |
| Minimum FRONTAGE                           | 100 ft                                    |
| PRINCIPAL BUILDING                         |                                           |
| Front <b>SETBACK BUILD TO LINE</b>         | 15 ft min, 25 ft max [5]                  |
| Abut a Street <b>SETBACK BUILD TO LINE</b> | 15 ft min, 25 ft max [5]                  |
| Side SETBACK                               | 15 ft                                     |
| Rear SETBACK                               | 30 ft                                     |
| OUTBUILDING/ACCESSORY USE                  |                                           |
| Front SETBACK                              | [5] No closer than the principal BUILDING |
| Abut a Street SETBACK                      | [5] No closer than the principal          |
| Side SETBACK                               | 10 ft                                     |
| Rear SETBACK                               | 10 ft                                     |
| HEIGHT OF BUILDING                         |                                           |
| PRINCIPAL BUILDING                         | 35 ft max                                 |
| OUTBUILDING                                | 35 ft max                                 |

## Uses Permitted by Special Exception

- ELDERLY ASSISTED CARE HOME

## Principal Building Placement



## Sign Regulations

| Size                  | R-12 District                                                                                 |
|-----------------------|-----------------------------------------------------------------------------------------------|
| Total SIGNS permitted | 1                                                                                             |
| Total area permitted  | 16 sf<br>(CUSTOMARY HOME OCCUPATION SIGN max 2 sf, development identification sign 20 sf max) |
| Type                  |                                                                                               |
| FREESTANDING          | permitted<br>(10 ft setback required)                                                         |
| PROJECTING            | permitted                                                                                     |
| WALL/ Awning          | not permitted                                                                                 |
| Temporary             | not permitted                                                                                 |



## Footnotes

- [1] In the case of an Open Space Subdivision, in accordance with Article IV of Chapter 155 of the Code of Dover, the dimensional requirements shall be as specified in 155-22 of the Code of the City of Dover, 1983. [Added 6-10-87 by Ord. No. 13-87]
- [2] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [3] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [4] Refer to Chapter 155, Subdivision of Land, Article IV for the minimum lot size for a major Subdivision. Any major subdivision in an R-12 district, must follow the procedures for an OSS if the original lot meets the minimum lot size required. [Amended 1-22-2003 by Ord. No. 35]
- [5] ~~For new subdivisions, the APPLICANT shall calculate the average setbacks of all lots within the same zone located within five hundred (500) feet from the exterior lot lines of the original lot to be subdivided. This dimension shall be considered to be a build to line. Regardless of the average, in no case shall the build to line be closer than five (5) feet to the front LOT line. Expansions to, or renovations of, STRUCTURES structures on existing lots have a twenty-five (25) foot SETBACK setback. Vacant lots created prior to December 2009, have a build to line no closer than five (5) feet and no greater than twenty five (25) feet to the front LOT line.~~
- [6] Any dwelling unit existing on or before May 27, 1964, may be converted, provided that the lot shall contain at least four thousand (4,000) square feet per dwelling unit and a minimum floor area of five hundred (500) square feet per dwelling unit.
- [7] Two family dwellings are permitted in the R-12 Districts when incorporated in an open space subdivision and comply with all regulations specified in Chapter 155, Subdivision of Land, Article IV, Open Space Subdivisions, of the Code of the City of Dover, 1983. [Added 9-14-88 by Ord No. 13-88] [Amended 1-15-03 by Ord No. 35-11]
- [8] Shall not include the raising and sale of FARM ANIMALS; the breeding, boarding, and training of equines, and equine riding instruction; the commercial raising, harvesting, and sale of fresh water fish or other aquaculture products; and/or the breeding of poultry or game birds.
- [9] Use is allowed on the portion of the lot that is behind the principal structure, provided the following standards are met: Chickens: No more than six (6) chickens and no roosters, with three (3) square feet of chicken coop and twenty (20) square feet of a fenced enclosure yard per chicken; all coops and enclosures shall be twenty (20) feet from any property line. Sheep or goats: one animal per 10,000 square feet of lot area, with a maximum of six (6) animals; ten (10) square feet of shelter and thirty (30) square feet of a fenced enclosure yard per animal; all shelters and enclosures shall be thirty (30) feet from any property line. [Amended 12-08-10 by Ord. No. 2010-10.27-13]
- [10] Permitted only if operated as a CUSTOMARY HOME OCCUPATION (Refer to definition in 170-6B).
- [11] The Utility Facility shall be appropriately fenced to protect the public. Landscaping materials shall be required to provide a visual screen from any structures and storage within. [Amended 10-28-88 by Ord. No. 18-88]
- [12] ROADSIDE FARM STANDS shall be set back a minimum of twenty (20) feet from all abutting vehicular rights-of-way. The area of any BUILDING associated with the ROADSIDE FARM STAND shall not be greater than two hundred (200) square feet in area, and shall be considered an accessory structure if a residence is also located on the property. The total of the display area, including the building, shall not exceed four hundred (400) sq. ft. Off-street parking shall be provided in the amount of one (1) off-street parking space per 250 sq. ft. of display and building area, and all required parking spaces shall have safe access to and from a public street. A certificate of use issued by the Zoning Administrator and a driveway permit shall be required in all cases."

## Special Exception Criteria (see 170-52(C)(3) for additional regulations)

### ELDERLY ASSISTED CARE HOME [Added 09-15-93 by Ord. No. 19-93]:

ELDERLY ASSISTED CARE HOME is allowed by Special Exception in accordance with the densities and provisions stated below:

- A. ELDERLY ASSISTED CARE HOME Is larger than 6 bedrooms shall meet the following density requirements: In the R-12 District at a density of one bedroom per 3,000 sq. ft.
- B. Provided that parking and service areas are screened from abutting residential uses.
- C. Notwithstanding the above requirements, the maximum number of bedrooms and residents allowed in a facility may be increased provided the increase is found not to be detrimental to the surrounding properties and conforms with parking standards in Chapter 170-44 (Off Street Parking). Furthermore, any increase to an existing structure must be contained within or contiguous to the original structure. [Added 01-22-03 by Ord. No. 35-02]



# Low Density Residential (R-20) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses

- ACCESSORY DWELLING UNIT
- ADULT DAY CARE [5]
- ASSEMBLY HALL
- Bank [5]
- Beauty and Barber Shop [5]
- BED and BREAKFAST
- CHILD CARE FACILITY
- CHILD CARE HOME
- CONSERVATION LOT
- Conversion of Existing Dwelling to Accommodate not more than 2 units [5]
- Dwelling, 2 Family [6]
- Dwelling, 3 To 4 family [7]
- DWELLING, SINGLE FAMILY
- EDUCATIONAL INSTITUTION, K-12
- FARM [8]
- FARM ANIMALS FOR FAMILY USE, for non-commercial purposes, on lots containing a one or two family dwelling [9]
- OFFICE [10] [5]
- PERSONAL SERVICE ESTABLISHMENT [5]
- PUBLIC RECREATION
- Public Utility [11]
- Retail Sale of Agricultural or Farm Products Raised on Site
- ROADSIDE FARM STAND [12]
- Theater [5]
- Veterinary Office, Animal Hospital or KENNEL [13]

## Dimensional Regulations [1] [2]

| LOT                                                                                 |                                                                                          |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Minimum LOT Size [3]                                                                | 20,000 sf                                                                                |
| Maximum LOT COVERAGE                                                                | 30%                                                                                      |
| Minimum FRONTAGE                                                                    | 125 ft                                                                                   |
| PRINCIPAL BUILDING                                                                  |                                                                                          |
| Front BUILD TO LINE                                                                 | 20 ft min, 35 ft max*                                                                    |
| Abut a Street BUILD TO LINE                                                         | 20 ft min, 35 ft max*                                                                    |
| Side SETBACK                                                                        | 20 ft                                                                                    |
| Rear SETBACK                                                                        | 30 ft                                                                                    |
| OUTBUILDING/ACCESSORY USE                                                           |                                                                                          |
| Front BUILD TO LINE SETBACK                                                         | 20 ft min, 35 ft max*—No closer than the principal BUILDING or 35 feet whichever is less |
| Abut a Street BUILD TO LINE SETBACK                                                 | 20 ft min, 35 ft max*—No closer than the principal BUILDING or 35 feet whichever is less |
| Side SETBACK                                                                        | 10 ft                                                                                    |
| Rear SETBACK                                                                        | 10 ft                                                                                    |
| HEIGHT OF BUILDING                                                                  |                                                                                          |
| PRINCIPAL BUILDING                                                                  | 35 ft max                                                                                |
| OUTBUILDING or renovations of, existing structures have a twenty (20) foot setback. | 35 ft max                                                                                |

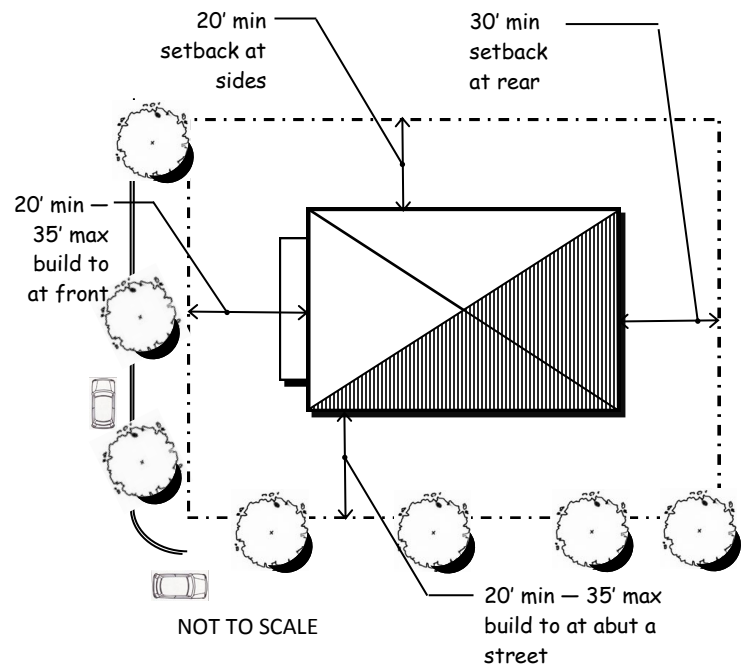
## Uses Permitted by Special Exception

- ASSISTED LIVING FACILITY
- CONGREGATE CARE FACILITY
- CONTINUING CARE COMMUNITY FACILITY
- EDUCATIONAL INSTITUTION, POST SECONDARY
- ELDERLY ASSISTED CARE HOME
- Helicopter Take Offs & Landings
- NURSING HOME

## Sign Regulations

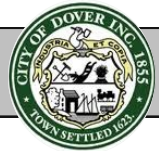
| Size                  | R-20 District                                                                                    |
|-----------------------|--------------------------------------------------------------------------------------------------|
| Total signs permitted | 1                                                                                                |
| Total area permitted  | 16 sf<br>(CUSTOMARY HOME OCCUPATION SIGN 2 sf max,<br>development identification SIGN 20 sf max) |
| Type                  |                                                                                                  |
| FREESTANDING          | permitted<br>(10 ft SETBACK required)                                                            |
| PROJECTING            | permitted                                                                                        |
| WALL/ Awning          | not permitted                                                                                    |
| Temporary             | not permitted                                                                                    |

## Principal Building Placement



# Low Density Residential (R-20) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Footnotes

- [1] In the case of an Open Space Subdivision, in accordance with Article IV of Chapter 155 of the Code of Dover, the dimensional requirements shall be as specified in 155-22 of the Code of the City of Dover, 1983. [Added 6-10-87 by Ord. No. 13-87]
- [2] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [3] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [4] Refer to Chapter 155, Subdivision of Land, Article IV for the minimum lot size for a major Subdivision. Any major subdivision in an R-20 district, must follow the procedures for an OSS if the original lot meets the minimum lot size required. [Amended 1-22-2003 by Ord. No. 35]
- [5] Use is allowed as a commercial component to an Open Space Subdivision. (See 155.22 section 7). [Added 1-22-2003 by Ord. No. 35].
- [6] Any dwelling unit existing on or before May 27, 1964, may be converted, provided that the lot shall contain at least four thousand (4,000) square feet per dwelling unit and a minimum floor area of five hundred (500) square feet per dwelling unit.
- [7] Use is allowed when included within an Open Space Subdivision with commercial components. (See 155.22 section 7). [Added 1-22-2003 by Ord. No. 35].
- [8] FARM ANIMALS permitted, provided that the tract upon which such animals are kept shall support a minimum land area of one hundred thousand (100,000) square feet. In no instance shall the shelters and pens or runs used to contain said animals be closer than one hundred (100) feet from any property boundary.
- [9] Use is allowed on the portion of the lot that is behind the principal structure, provided the following standards are met: Chickens: No more than six (6) chickens and no roosters, with three (3) square feet of chicken coop and twenty (20) square feet of a fenced enclosure yard per chicken; all coops and enclosures shall be twenty (20) feet from any property line. Sheep or goats: one animal per 10,000 square feet of lot area, with a maximum of six (6) animals; ten (10) square feet of shelter and thirty (30) square feet of a fenced enclosure yard per animal; all shelters and enclosures shall be thirty (30) feet from any property line. [Amended 12-08-10 by Ord. No. 2010-10.27-13]
- [10] Permitted only if operated as a customary home occupation (Refer to definition in 170-6B).
- [11] The utility facility shall be appropriately fenced to protect the public. Landscaping materials shall be required to provide a visual screen from any structures and storage within. [Amended 10-28-88 by Ord. No. 18-88]
- [12] ROADSIDE FARM STANDS shall be set back a minimum of twenty (20) feet from all abutting vehicular rights-of-way. The area of any BUILDING associated with the ROADSIDE FARM STAND shall not be greater than two hundred (200) square feet in area, and shall be considered an accessory structure if a residence is also located on the property. The total of the display area and BUILDING area shall not exceed six hundred (600) square feet. Off-street parking shall be provided in the amount of one (1) off-street parking space per 250 sq. ft. of display and BUILDING area, and all required parking spaces shall have safe access to and from a public street. A certificate of use issued by the Zoning Administrator and a driveway permit shall be required in all cases.
- [13] Veterinary Office, Animal Hospital uses are allowed as a commercial com-

ponent to an Open Space Subdivision. (See 155.22 section 7) [Added 1-22-2003 by Ord. No. 35]. Shelters and runs used to house and/or contain animals shall be no closer than one hundred (100) feet from any property line and must support a minimum tract size of one hundred thousand (100,000) square feet.

## Special Exception Criteria (see 170-52(C)(3) for additional regulations)

### ASSISTED LIVING FACILITY:

- A. The facility shall be serviced by municipal sewer.
- B. The density per unit requirement is 5,000 square feet of lot area in the R-20 District.
- C. Parking lots and service areas are screened from abutting residential uses.
- D. The facility shall obtain a license from the State of New Hampshire.

### CONGREGATE CARE FACILITY [Added 09-15-93 by Ord. No. 19-93]:

CONGREGATE CARE FACILITY is allowed as a Special Exception in accordance with the density and provisions stated below:

- A. In the R-20 District at one unit per 5,000 sq. ft. of land;
- B. Provided that parking and service areas are screened from abutting residential uses.

### CONTINUING CARE COMMUNITY FACILITY:

- A. The facility shall be serviced by municipal sewer.
- B. The density per unit requirement is 5,000 square feet of lot area in the R-20 District.
- C. Parking lots and service areas are screened from abutting residential uses.
- D. The facility shall obtain a license from the State of New Hampshire.

### ELDERLY ASSISTED CARE HOME [Added 09-15-93 by Ord. No. 19-93]: ELDERLY ASSISTED CARE HOME is allowed by Special Exception in accordance with the densities and provisions stated below:

- A. ELDERLY ASSISTED CARE HOME is larger than 6 bedrooms shall meet the following density requirements: In the R-20 District at a density of one bedroom per 5,000 sq. ft.
- B. Provided that parking and service areas are screened from abutting residential uses.
- C. Notwithstanding the above requirements, the maximum number of bedrooms and residents allowed in a facility may be increased provided the increase is found not to be detrimental to the surrounding properties and conforms with parking standards in Chapter 170-44 (OFF STREET PARKING). Furthermore, any increase to an existing structure must be contained within or contiguous to the original structure. [Added 01-22-03 by Ord. No. 35-02]

### Helicopter Take-offs and Landings: Helicopter Take-offs and Landings are allowed as a special exception subject to the following conditions:

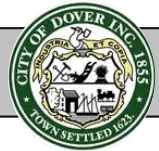
- A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
- B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
- C. The facility shall be accessory to the principal use located on the lot.
- D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas, particularly with respect to noise levels.
- E. The conditions for granting a Special Exception, contained in Chapter 170-52-C(3), must also be satisfied.

### NURSING HOME [Added 09-15-93 by Ord. No. 19-93]: NURSING HOME is allowed as a Special Exception in accordance with the density and provisions stated below:

- A. In the R-20 District at one unit per 5,000 sq. ft. of land;
- B. Provided that parking and service areas are screened from abutting residential uses.

# Urban Density Multi Residential (RM-U) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses

- ACCESSORY DWELLING UNIT
- ADULT DAY CARE
- ASSEMBLY HALL
- CHILD CARE FACILITY
- CHILD CARE HOME
- CONSERVATION LOT
- Conversion of Existing Dwelling to Accommodate not more than 2 units [4]
- Dwelling, 2 Family
- DWELLING, SINGLE FAMILY
- EDUCATIONAL INSTITUTION, K-12
- FARM ANIMALS FOR FAMILY USE, for non-commercial purposes, on lots containing a one or two family dwelling [5]
- Funeral Parlor
- OFFICE [6]
- PUBLIC RECREATION
- Public Utility [7]
- ROOMING HOUSE

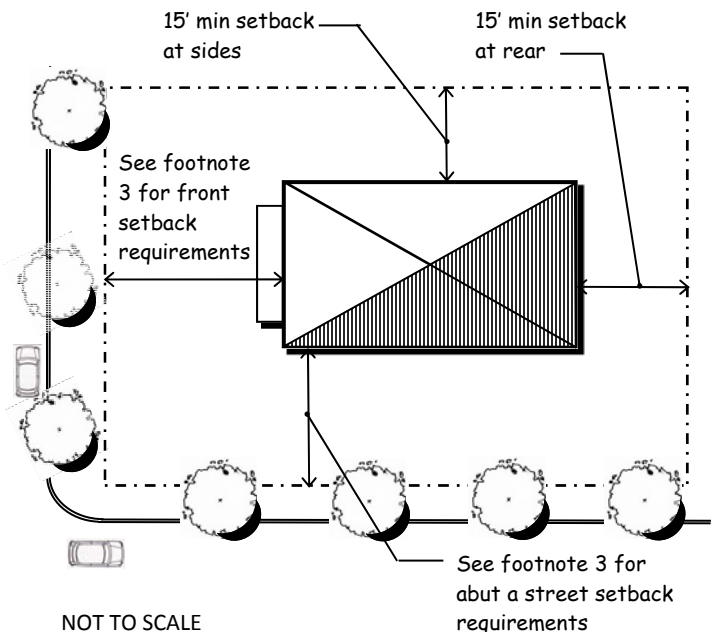
## Uses Permitted by Special Exception

- ASSISTED LIVING FACILITY
- Beauty and barbershop
- CONGREGATE CARE FACILITY
- CONTINUING CARE COMMUNITY FACILITY
- Conversion of Existing Dwelling to accommodate not more than 4 units
- Dwelling, 3 to 4 Family
- ELDERLY ASSISTED CARE HOME
- GROUP HOME FOR MINORS
- NURSING HOME
- Retail Store

## Dimensional Regulations [1] [2]

| LOT                       |                                           |
|---------------------------|-------------------------------------------|
| Minimum LOT Size          | 10,000 sf                                 |
| Maximum LOT Coverage      | 40%                                       |
| Minimum FRONTAGE          | 80 ft                                     |
| PRINCIPAL BUILDING        |                                           |
| Front SETBACK             | [3]                                       |
| Abut a Street SETBACK     | [3]                                       |
| Side SETBACK              | 15 ft                                     |
| Rear SETBACK              | 15 ft                                     |
| OUTBUILDING/ACCESSORY USE |                                           |
| Front SETBACK             | [3] No closer than the principal BUILDING |
| Abut a Street SETBACK     | [3] No closer than the principal BUILDING |
| Side SETBACK              | 10 ft                                     |
| Rear SETBACK              | 10 ft                                     |
| HEIGHT OF BUILDING        |                                           |
| PRINCIPAL BUILDING        | 40 ft max                                 |
| OUTBUILDING               | 40 ft max                                 |

## Principal Building Placement



## Sign Regulations

| Size                  | RM-U District                                                                                    |
|-----------------------|--------------------------------------------------------------------------------------------------|
| Total signs permitted | 1                                                                                                |
| Total area permitted  | 16 sf<br>(CUSTOMARY HOME OCCUPATION SIGN 2 sf max,<br>development identification sign 20 sf max) |
| Type                  |                                                                                                  |
| FREESTANDING          | permitted<br>(10 ft setback required)                                                            |
| PROJECTING            | permitted                                                                                        |
| WALL/ Awning          | not permitted                                                                                    |
| Temporary             | not permitted                                                                                    |



## Footnotes

- [1] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- ~~[3] The front setback and about a street shall be calculated by determining the setbacks of all lots within the same zone located with 500 feet from the exterior lot lines of the original lot to be subdivided. For new construction, this dimension shall be considered to be a build to line, as opposed to a setback. For expansions, it will remain a setback. Regardless of the average, in no case shall the build to line be closer than five (5) feet to the front lot line. The property owner shall calculate the average front SETBACKS of all LOTS within the same zone located on the same side of the STREET, two hundred fifty (250) feet in each direction from the center of the front LOT LINE. This front SETBACK dimension shall be considered to be a BUILD TO LINE. STRUCTURES may be constructed within five (5) feet plus or minus of the average. Porches or steps may be located an additional five (5) feet beyond the front façade of the STRUCTURE. Expansions to existing STRUCTURES shall be subject to a minimum SETBACK equal to the calculated average SETBACK minus five (5) feet.~~
- [4] Provided that the lot contains at least two thousand (2,000) square feet for each dwelling unit plus an additional five hundred (500) square feet for every bedroom contained in such multiunit residence. A maximum of four (4) units per lot is allowed.
- [5] Use is allowed on the portion of the lot that is behind the principal structure, provided the following standards are met: Chickens: No more than six (6) chickens and no roosters, with three (3) square feet of chicken coop and twenty (20) square feet of a fenced enclosure yard per chicken; all coops and enclosures shall be twenty (20) feet from any property line. Sheep or goats: one animal per 10,000 square feet of lot area, with a maximum of six (6) animals; ten (10) square feet of shelter and thirty (30) square feet of a fenced enclosure yard per animal; all shelters and enclosures shall be thirty (30) feet from any property line. [Amended 12-08-10 by Ord. No. 2010-10.27-13]
- [6] Permitted only if operated as a customary home occupation (Refer to definition in 170-6B).
- [7] The utility facility shall be appropriately fenced to protect the public. Landscaping materials shall be required to provide a visual screen from any structures and storage within. [Amended 10-28-88 by Ord. No. 18-88]

## Special Exception Criteria (see 170-52(C)(3) for additional regulations)

### ASSISTED LIVING FACILITY:

- A. The facility shall be serviced by municipal sewer.
- B. The density per unit requirement is 2,500 square feet of lot area in the RM-U District.
- C. Parking lots and service areas are screened from abutting residential uses.
- D. The facility shall obtain a license from the State of New Hampshire.

**Barber and Beauty Shops:** Barber and beauty shops shall be subject to the following regulations:

- A. No more than one (1) operator's chair is permitted.
- B. No assistants are to be employed.
- C. All operators are to be members of the immediate family who reside in the home.
- D. All such uses shall conform to the regulations governing customary home

occupations in 170-18.

### CONGREGATE CARE FACILITY [Added 09-15-93 by Ord. No. 19-93]:

CONGREGATE CARE FACILITY is allowed as a Special Exception in accordance with the density and provisions stated below:

- A. In the RM-U District at one unit per 2,500 sq. ft. of land;
- B. Provided that parking and service areas are screened from abutting residential uses.

### CONTINUING CARE COMMUNITY FACILITY:

- A. The facility shall be serviced by municipal sewer.
- B. The density per unit requirement is 5,000 square feet of lot area in the R-20 District.
- C. Parking lots and service areas are screened from abutting residential uses.
- D. The facility shall obtain a license from the State of New Hampshire.

**Conversion to, or creation of Dwelling, 3-4 Family.[Added 3-25-87 by Ord. No. 6-87]:** Three- or four-family dwellings and conversions of existing dwellings to three (3) or four (4) units shall be subject to the following regulations:

- A. The specific site must have an amount of open space, either landscaped or left natural, at least equal to the average amount of open space on all developed lots in the RM-U District that are wholly or partly within two hundred (200) feet of the subject parcel. Existing parking areas, either gravel, paved or unpaved, shall not be considered to be open space.
- B. Off-street parking, in accordance with Chapter 149, Site Review, shall be provided as to avoid vehicles backing into the street. Two (2) parking spaces per unit shall be required.
- C. Parking lots shall be at least five (5) feet from a side property line and ten (10) feet from a front property line.
- D. Parking areas shall be screened from the street and from abutting lots.
- E. Structures shall be at least twenty (20) feet from a front property line, fifteen (15) feet from a rear property line and fifteen (15) from a side property line unless abutting a street, in which case, the distance from the side property line shall be twenty (20) feet.

### ELDERLY ASSISTED CARE FACILITY [Added 09-15-93 by Ord. No. 19-93]:

ELDERLY ASSISTED CARE HOME is allowed by Special Exception in accordance with the densities and provisions stated below:

- A. ELDERLY ASSISTED CARE HOMES larger than 6 bedrooms shall meet the following density requirements: In the RM-U District at a density of one bedroom per 2,500 sq. ft.
- B. Provided that parking and service areas are screened from abutting residential uses.
- C. Notwithstanding the above requirements, the maximum number of bedrooms and residents allowed in a facility may be increased provided the increase is found not to be detrimental to the surrounding properties and conforms with parking standards in Chapter 170-44 (Off Street Parking). Furthermore, any increase to an existing structure must be contained within or contiguous to the original structure. [Added 01-22-03 by Ord. No. 35-02]

### GROUP HOME FOR MINORS [Added 09-01-93 by Ord. No. 20-93]:

GROUP HOME FOR MINORS shall be subject to the following conditions:

- A. The group home site shall be compatible with abutting uses.
- B. The group home shall be located in areas of transitional land use or mixed land uses.
- C. Parking and service areas shall be screened from abutting residential uses, unless the abutter chooses to not want said screening.
- D. Open space shall be maintained on the property in an amount comparable to the neighborhood.
- E. The planned occupancy of the group home shall be compatible with the permitted density of the surrounding neighborhood.

### NURSING HOME [Added 09-15-93 by Ord. No. 19-93]:

NURSING HOME is allowed as a Special Exception in accordance with the density and provisions stated below:

- A. In the RM-U District at one unit per 2,000 sq. ft. of land;
- B. Provided that parking and service areas are screened from abutting residential uses.

### Retail Store [Added 12-08-10 by Ord. No. 2010-10.27-13]:

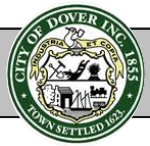
A Retail Store shall be subject to the following regulations:

- A. The store shall contribute to a NEIGHBORHOOD feel and be pedestrian friendly.



# Restricted Industrial (I-1) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses [4]

- CHILD CARE FACILITY
- COMMERCIAL PARKING FACILITY
- Establishments for the manufacture assembly, services and repair of the products listed below and other uses of a similar nature:
  - ◊ Drugs
  - ◊ Office, computing and accounting machines
  - ◊ Radio and television receiving equipment
  - ◊ Communication equipment
  - ◊ Electronic components and Engineering, laboratory, scientific and research instruments and associated equipment
  - ◊ Measuring and controlling instruments
  - ◊ Optical instruments and lenses
  - ◊ Surgical, medical and dental instruments and supplies
  - ◊ Photographic equipment and supplies
  - ◊ Electrotherapeutic, electro-medical and X-ray apparatus
- FARM
- Fuel, Oil, or Gas Storage
- Helicopter Take Offs & Landings [6]
- HOTEL/MOTEL
- LIGHT INDUSTRY
- Liquor Store
- New Car Sales
- OFFICE
- Open Storage [5]
- PERSONAL SERVICE ESTABLISHMENT
- PUBLIC RECREATION
- Public Utility
- PUBLISHING FACILITY
- Retail Sale of Agricultural or Farm Products Raised on Site
- Trucking Terminal
- Veterinary Office, Animal Hospital or KENNEL
- WAREHOUSING
- WHOLESALING

## Uses Permitted by Special Exception

- AUTO SERVICE
- VEHICLE REFUELING AND RECHARGING STATION

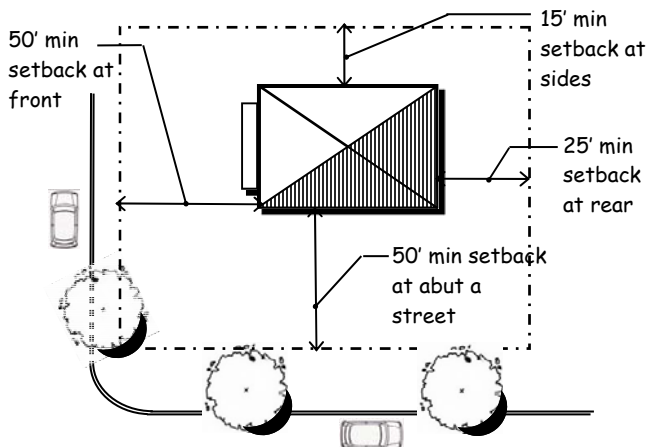
## Sign Regulations

| Size                  | I-1 District                                                                                                    |
|-----------------------|-----------------------------------------------------------------------------------------------------------------|
| Total SIGNS permitted | 2<br>[per tenancy, and is for lot (excluding development identification signs)]                                 |
| Total area permitted  | 1 sf for each 100 sf of leased space; if less than 700 sf of leased space, then 6 sf max                        |
| Type                  |                                                                                                                 |
| FREESTANDING          | permitted, provided that the principal building is set back at least 35 ft.<br>(max ht 30 ft, max size 100 sf ) |
| PROJECTING            | permitted                                                                                                       |
| WALL/ Awning          | permitted                                                                                                       |
| Temporary             | not permitted                                                                                                   |

## Dimensional Regulations [1] [2]

| LOT                       |           |
|---------------------------|-----------|
| Minimum LOT Size          | 40,000 sf |
| Maximum LOT COVERAGE      | 50%       |
| Minimum FRONTAGE          | 150 ft    |
| PRINCIPAL BUILDING        |           |
| Front SETBACK             | 50 ft     |
| Abut a Street SETBACK     | 50 ft     |
| Side SETBACK              | 15 ft     |
| Rear SETBACK              | 25 ft     |
| OUTBUILDING/ACCESSORY USE |           |
| Front SETBACK             | 50 ft     |
| Abut a Street SETBACK     | 50 ft     |
| Side SETBACK              | 10 ft     |
| Rear SETBACK              | 10 ft     |
| HEIGHT OF BUILDING        |           |
| PRINCIPAL BUILDING [3]    | 50 ft max |
| OUTBUILDING               | 40 ft max |

## Principal Building Placement



NOT TO SCALE



## Footnotes

- [1] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] The maximum building heights may be increased to seventy-five (75') feet in the Industrial Districts provided the following conditions are met:
  - A. The additional building height above fifty (50') feet is necessary to meet an industrial function.
  - B. The building is located a minimum of 150 feet from a Residential District.
  - C. The Planning Board has granted preliminary approval to the development proposal containing the taller building.
  - D. The building is for a use permitted in the I-1, I-2 or I-4 Zones. [Amended 09-16-92 by Ord. No. 23-92]
- [4] See 170-19 Flexible Zoning in the I-1 District, for more uses.
- [5] Provided that safety precautions be implemented so to prevent the endangerment of people and property adjacent to said storage. Screening, of at least six (6) feet in height, of all open storage shall be accomplished through use of a fence, wall or vegetal (evergreens) material.
- [6] Helicopter take offs and landings are allowed subject to the following conditions:
  - A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
  - B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
  - C. The facility shall be accessory to the principal use located on the lot.
  - D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas, particularly with respect to noise levels.

## Special Exception Criteria (see 170-52(C)(3) for additional regulations)

### VEHICLE REFUELING AND RECHARGING and AUTO SERVICE STATIONS:

- A. The use of land for a VEHICLE REFUELING AND RECHARGING and AUTO SERVICE STATION may only be permitted upon the determination that the property values of adjacent land will not be compromised. Any VEHICLE REFUELING AND RECHARGING and AUTO SERVICE STATION which discontinues operations for a period in excess of ninety (90) days shall be required to file a new application for a special exception with the Zoning Board of Adjustment. Such conditions may include but need not be limited to the provision of adequate and properly maintained screening around land so used.
- B. The minimum lot size shall be sixty thousand (60,000) square feet, the minimum lot width shall be one hundred fifty (150) feet. Twenty-five percent (25%) of the subject parcel shall be open/green space. The total permitted sign area shall not exceed one hundred (100) square feet.

# Rural Restricted Industrial (I-2) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses

- CHILD CARE FACILITY
- Clinic
- COMMERCIAL PARKING FACILITY
- COMMERCIAL RECREATION
- Eating and Drinking Establishment [5]
- EDUCATIONAL INSTITUTION, POST-SECONDARY
- Establishments for the manufacture assembly, services and repair of the products listed below and other uses of a similar nature:
  - ◊ Drugs
  - ◊ Office, computing and accounting machines
  - ◊ Radio and television receiving equipment
  - ◊ Communication equipment
  - ◊ Electronic components and Engineering, laboratory, scientific and research instruments and associated equipment
  - ◊ Measuring and controlling instruments
  - ◊ Optical instruments and lenses
  - ◊ Surgical, medical and dental instruments and supplies
  - ◊ Photographic equipment and supplies
  - ◊ Electrotherapeutic, electro-medical and X-ray apparatus
- FARM [6]
- Fuel, Oil, or Gas Storage
- Helicopter Take Offs & Landings [7]
- HOTEL/MOTEL
- Industry
- LIGHT INDUSTRY
- Liquor Store
- New Car Sales
- OFFICE
- Open Storage [8]
- PERSONAL SERVICE ESTABLISHMENT
- Public Utility
- PUBLISHING FACILITY
- Retail Sale of Agricultural or Farm Products Raised on Site
- Trucking Terminal
- WAREHOUSING
- WHOLESALING

## Uses Permitted by Special Exception

- AUTO SERVICE
- VEHICLE REFUELING AND RECHARGING STATION

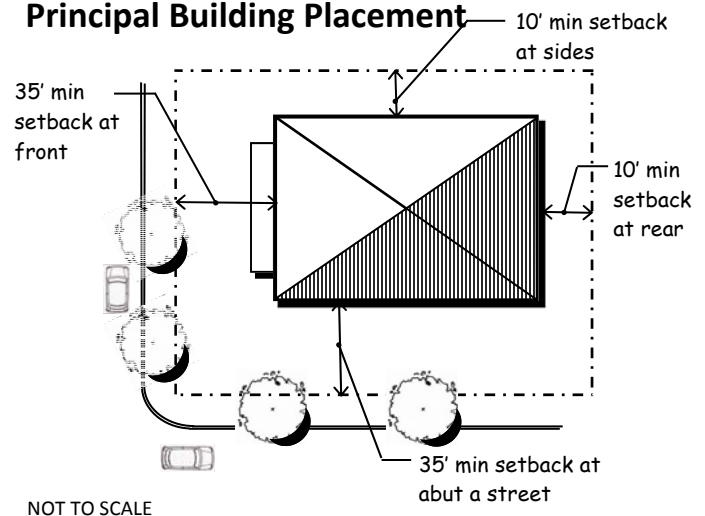
## Uses Permitted by Conditional Use

- Alternative Treatment Center

## Dimensional Regulations [1] [2]

| LOT                       |           |
|---------------------------|-----------|
| Minimum LOT Size          | 20,000 sf |
| Maximum LOT COVERAGE      | 50%       |
| Minimum FRONTAGE          | 100 ft    |
| PRINCIPAL BUILDING        |           |
| Front SETBACK [3]         | 35 ft     |
| Abut a Street SETBACK     | 35 ft     |
| Side SETBACK              | 10 ft     |
| Rear SETBACK              | 10 ft     |
| OUTBUILDING/ACCESSORY USE |           |
| Front SETBACK             | 35 ft     |
| Abut a Street SETBACK     | 35 ft     |
| Side SETBACK              | 10 ft     |
| Rear SETBACK              | 10 ft     |
| BUILDING HEIGHT           |           |
| PRINCIPAL BUILDING [4]    | 50 ft max |
| OUTBUILDING/ACCESSORY USE | 40 ft max |

## Principal Building Placement



## Sign Regulations

| Size                  | I-2 District                                                                                                  |
|-----------------------|---------------------------------------------------------------------------------------------------------------|
| Total SIGNS permitted | 2<br>[per tenancy, and is for lot (excluding development identification signs)]                               |
| Total area permitted  | 1 sf for each 100 sf of leased space<br>(if less than 700 sf of leased space, then 6 sf max)                  |
| Type                  |                                                                                                               |
| FREESTANDING          | permitted, provided that the principal building is set back at least 35 ft<br>(max size 100 sf, max ht 30 ft) |
| PROJECTING            | permitted                                                                                                     |
| WALL/ Awning          | permitted                                                                                                     |
| Temporary             | not permitted                                                                                                 |



## Footnotes

- [1] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] Except where parcels front Littleworth and Knox Marsh Roads, the front setback shall be 50 feet.
- [4] The maximum building heights may be increased to seventy-five (75') feet in the Industrial Districts provided the following conditions are met:
  - A. The additional building height above fifty (50') feet is necessary to meet an industrial function.
  - B. The building is located a minimum of 150 feet from a Residential District.
  - C. The Planning Board has granted preliminary approval to the development proposal containing the taller building.
  - D. The building is for a use permitted in the I-1, I-2 or I-4 Zones. [Amended 09-16-92 by Ord. No. 23-92]
- [5] If the eating and drinking establishment has drive-in services, said service shall be setback either 50' from a residential abutting lot line, or 100' from the abutting residential structure whichever is greater. [Added 1-22-2003 by Ord. No. 35]
- [6] Shall not include the raising and sale of FARM ANIMALS; the breeding, boarding, and training of equines, and equine riding instruction; the commercial raising, harvesting, and sale of fresh water fish or other aquaculture products; and/or the breeding of poultry or game birds.
- [7] Helicopter take offs and landings are allowed subject to the following conditions:
  - A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
  - B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
  - C. The facility shall be accessory to the principal use located on the lot.
  - D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas, particularly with respect to noise levels.
- [8] Provided that safety precautions be implemented so to prevent the endangerment of people and property adjacent to said storage.

Screening, of at least six (6) feet in height, of all open storage shall be accomplished through use of a fence, wall or vegetal (evergreens) material.

## Special Exception Criteria (see 170-52(C)(3) for additional regulations)

### VEHICLE REFUELING AND RECHARGING and AUTO SERVICE STATIONS:

- A. The use of land for a VEHICLE REFUELING AND RECHARGING and AUTO SERVICE STATION may only be permitted upon the determination that the property values of adjacent land will not be compromised. Any VEHICLE REFUELING AND RECHARGING and AUTO SERVICE STATION which discontinues operations for a period in excess of ninety (90) days shall be required to file a new application for a special exception with the Zoning Board of Adjustment. Such conditions may include but need not be limited to the provision of adequate and properly maintained screening around land so used.
- B. The minimum lot size shall be sixty thousand (60,000) square feet, the minimum lot width shall be one hundred fifty (150) feet. Twenty-five percent (25%) of the subject parcel shall be open/green space. The total permitted sign area shall not exceed one hundred (100) square feet.

## Conditional Use Permit Criteria

- A. An Alternative Treatment Center shall not be located within one thousand (1,000) feet of the property line of a public or private elementary or secondary school or designated drug free school zone.
- B. The Alternative Treatment Center shall be located in a permanent BUILDING and may not be located in a trailer, manufactured home, cargo container, or any STRUCTURE that has axles with wheels. DRIVE-IN SERVICES are prohibited.
- C. Hours of operation shall be limited to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.
- D. The Alternative Treatment Center shall provide for the proper disposal of cannabis remnants or byproducts, which remnants or byproducts shall not be placed in the facility's exterior refuse containers.
- E. The APPLICANT shall provide a detailed narrative and floor plan, as well as any other relevant documentation, describing how the Alternative Treatment Center shall be secured. The security plan must take into account the measures that will be taken to ensure the safe delivery of any product to the facility (including permitted times for delivery), how the product will be secured on site, and how patient transactions will be facilitated in order to ensure safety. The security plan shall be reviewed and approved by the City of Dover Police Department.
- F. The use of cannabis on the premises is prohibited.
- G. The Alternative Treatment Center shall emit no cannabis related fumes, vapors or odors which can be smelled or otherwise perceived from beyond the LOT LINES of the property where the facility is located.



# Assembly and Office (I-4) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses

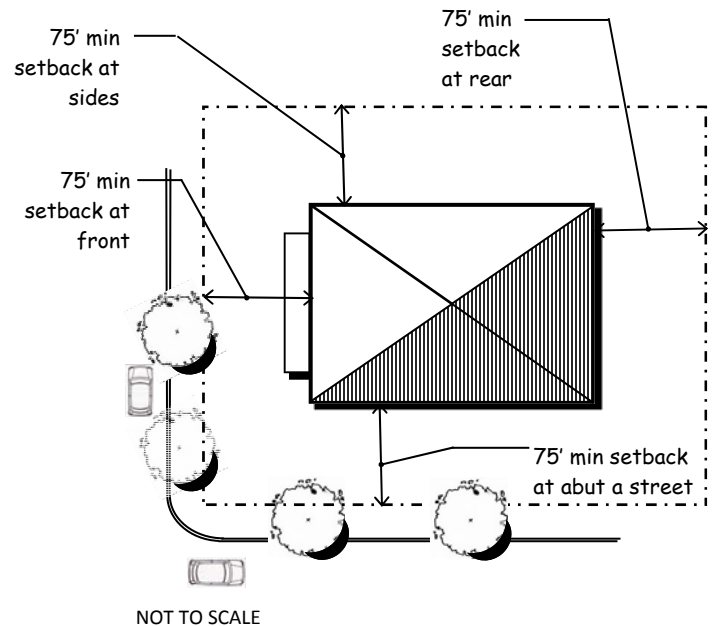
- CHILD CARE FACILITY
- Computer and data processing
- Establishments for the manufacture assembly, services and repair of the products listed below and other uses of a similar nature:
  - ◊ Drugs
  - ◊ Office, computing and accounting machines
  - ◊ Radio and television receiving equipment
  - ◊ Communication equipment
  - ◊ Electronic components and Engineering, laboratory, scientific and research instruments and associated equipment
  - ◊ Measuring and controlling instruments
  - ◊ Optical instruments and lenses
  - ◊ Surgical, medical and dental instruments and supplies
  - ◊ Photographic equipment and supplies
  - ◊ Electrotherapeutic, electro-medical and X-ray apparatus
- EXCAVATION
- FARM [6]
- Helicopter Take Offs & Landings [7]
- Laboratories (scientific, medical chemical) and testing facilities devoted to experimental production, research, product development or similar activity
- OFFICE
- Public Utility [8]
- PUBLISHING FACILITY
- Retail Sale of Agricultural or Farm Products Raised on Site
- Veterinary Office, Animal Hospital or KENNEL [9]
- WAREHOUSING
- WHOLESALING

## Dimensional Regulations [1] [2]

| LOT                        |           |
|----------------------------|-----------|
| Minimum LOT Size           | 5 acres   |
| Maximum LOT COVERAGE [3]   | 33%       |
| Minimum FRONTAGE           | 400 ft    |
| PRINCIPAL BUILDING         |           |
| Front SETBACK [4]          | 75 ft     |
| Abut a Street SETBACK      | 75 ft     |
| Side SETBACK               | 75 ft     |
| Rear SETBACK               | 75 ft     |
| OUTBUILDING/ACCESSORY USE* |           |
| Front SETBACK              | 75 ft     |
| Abut a Street SETBACK      | 75 ft     |
| Side SETBACK               | 10 ft     |
| Rear SETBACK               | 10 ft     |
| HEIGHT OF BUILDING         |           |
| PRINCIPAL BUILDING [5]     | 40 ft max |
| OUTBUILDING                | 55 ft max |

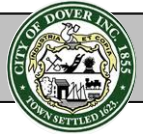
\*Parking areas shall be set back at least twenty-five (25) feet from property lines. [Added 7-8-87 by Ord. No. 15-87]

## Principal Building Placement



## Sign Regulations

| Size                  | I-4 District                                                                                                                   |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Total signs permitted | 2<br>[per tenancy, and is for lot (excluding development identification signs)]                                                |
| Total area permitted  | 1 sf for each lineal foot of business FRONTAGE<br>(see 170-32 for regulations for businesses bordering the Spaulding Turnpike) |
| Type                  |                                                                                                                                |
| FREESTANDING          | permitted, provided that the principal building is setback at least 35 ft<br>(max ht 30 ft, max size 100 sf)                   |
| PROJECTING            | permitted                                                                                                                      |
| WALL/ Awning          | permitted                                                                                                                      |
| Temporary             | not permitted                                                                                                                  |

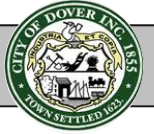


## Footnotes

- [1] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] At least thirty-three percent (33%) of the site shall be maintained as open space, either landscaped or left natural. A maximum of thirty-three percent (33%) of the site can be covered by buildings. [Added 10-26-88 by Ord. No. 18-88]
- [4] Buildings shall be at least one hundred fifty (150) feet from all residential structures that exist on the date of enactment of the B-4 Zoning District. A continuous visual buffer of either vegetation or fencing shall separate buildings from these existing residential structures. [Added 10-26-88 by Ord. No. 18- 88]
- [5] The maximum building heights may be increased to seventy - five (75') feet in the Industrial Districts provided the following conditions are met:
  - A. The additional building height above fifty (50') feet is necessary to meet an industrial function.
  - B. The building is located a minimum of 150 feet from a Residential District.
  - C. The Planning Board has granted preliminary approval to the development proposal containing the taller building.
  - D. The building is for a use permitted in the I-1, I-2 or I-4 Zones. [Amended 09-16-92 by Ord. No. 23-92]
- [6] Where FARM ANIMALS are raised and boarded, shelters to house said animals shall not be less than one hundred (100) feet from any property boundary.
- [7] Helicopter take offs and landings are allowed subject to the following conditions:
  - A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
  - B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
- C. The facility shall be accessory to the principal use located on the lot.
- D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas, particularly with respect to noise levels.
- [8] The utility facility shall be appropriately fenced to protect the public. Landscaping materials shall be required to provide a visual screen from any structures and storage within. [Amended 10-28-88 by Ord. No. 18-88]
- [9] Shelters and runs used to house and/or contain animals shall be no closer than one hundred (100) feet from any property line and must support a minimum tract size of one hundred thousand (100,000) square feet. [Amended 8-1-90 by Ord. 8-90]

# Executive Technology Park (ETP) District

Added: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses [8] [9] [10] [11] [12] [13] [14]

- CHILD CARE FACILITIES
- Computer and data processing
- EDUCATIONAL INSTITUTION, POST-SECONDARY
- Establishments for the manufacture assembly, services and repair of the products listed below and other uses of a similar nature:
  - ◊ Drugs
  - ◊ Office, computing and accounting machines
  - ◊ Radio and television receiving equipment
  - ◊ Communication equipment
  - ◊ Electronic components and Engineering, laboratory, scientific and research instruments and associated equipment
  - ◊ Measuring and controlling instruments
  - ◊ Optical instruments and lenses
  - ◊ Surgical, medical and dental instruments and supplies
  - ◊ Photographic equipment and supplies
  - ◊ Electrotherapeutic, electro-medical and X-ray apparatus
- FARM [15]
- Helicopter Take Offs & Landings [16]
- Laboratories (scientific, medical chemical) and testing facilities devoted to experimental production, research, product development or similar activity
- OFFICE
- Other [17]
- PUBLISHING FACILITY
- Research Institutes
- Retail Sale of Agricultural products Raised on Site
- Veterinary Office, Animal Hospital or KENNEL [18]

## Dimensional Regulations [1] [2]

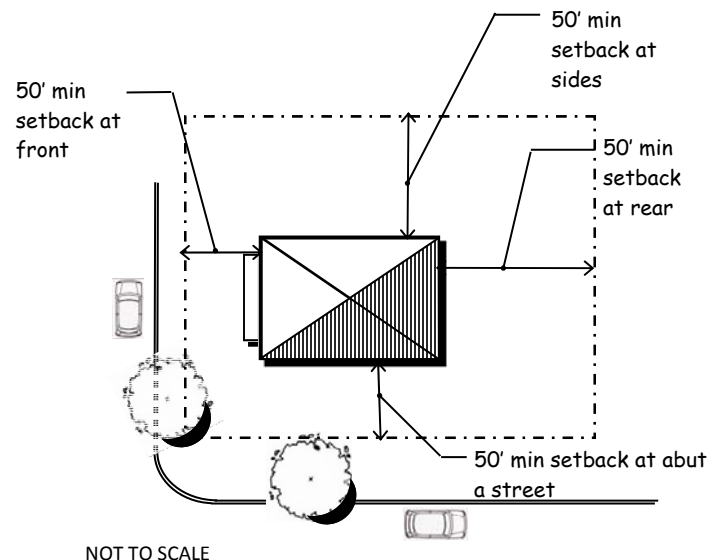
| LOT                            |           |
|--------------------------------|-----------|
| Minimum LOT Size [3]           | 3 acres   |
| Maximum LOT COVERAGE [4]       | 33%       |
| Minimum FRONTAGE               | N/A       |
| PRINCIPAL BUILDING [5]         |           |
| Front SETBACK                  | 50 ft     |
| Abut a Street SETBACK          | 50 ft     |
| Side SETBACK [6]               | 50 ft     |
| Rear SETBACK [6]               | 50 ft     |
| OUTBUILDING/ACCESSORY USE* [7] |           |
| Front SETBACK                  | 50 ft     |
| Front Secondary SETBACK        | 50 ft     |
| Side SETBACK                   | 10 ft     |
| Rear SETBACK                   | 10 ft     |
| BUILDING HEIGHT                |           |
| PRINCIPAL BUILDING             | 55 ft max |
| OUTBUILDING/ACCESSORY USE      | 55 ft max |

\* Parking areas shall be set back at least twenty-five (25) feet from property lines. [Added 7-8-87 by Ord. No. 15-87]

## Sign Regulations

| Size                  | ETP District                                                                                                        |
|-----------------------|---------------------------------------------------------------------------------------------------------------------|
| Total SIGNS permitted | 1<br>(per tenancy, and LOT, excluding development identification SIGNS)                                             |
| Total area permitted  | 1 sf for each lineal foot of business FRONTAGE<br>(see regulations for businesses bordering the Spaulding Turnpike) |
| Type                  |                                                                                                                     |
| FREESTANDING          | permitted<br>(max size 60 sf, max height 16 ft, one SIGN per side of FRONTAGE)                                      |
| PROJECTING            | not permitted                                                                                                       |
| WALL/ Awning          | permitted                                                                                                           |
| Temporary             | not permitted                                                                                                       |

## Principal Building Placement





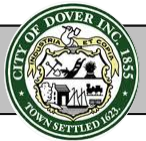
## Footnotes

- [1] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] Parcels greater than four hundred seventy-five thousand six hundred (475,600) square feet in area that contain a residential structure as of the public hearing posting date of this chapter may be subdivided one (1) time in such a manner as to separate the residential structure from the remaining vacant property. At least forty thousand (40,000) square feet of land area shall remain with the structure. [Added 7-8-87 by Ord. No. 15-87]
- [4] At least thirty-three percent (33%) of the site shall be maintained as open space, either landscaped or left natural.
- [5] All new buildings shall be setback a minimum of one hundred (100) feet from Sixth Street, County Farm Road and Watson Road, and from all residential structures existing at the date of enactment of this amendment. All new parking lots shall be setback a minimum of fifty (50) feet from Sixth Street, County Farm Road and Watson Road, and from all residential structures existing at the date of enactment of this amendment. The building and parking lot setbacks. From residential structures shall not apply to existing residential structures located on the same lot as the proposed building. [Added by Ord. No. 6-05-13-98]
- [6] The building setback may be reduced to thirty-five (35) feet if a continuous visual buffer of vegetation is installed and maintained within the reduced setback area. [Added by Ord. No. 6-05/13/98]
- [7] Structures shall be separated by a distance at least equal to the height of the taller structure. [Added 7-8-87 by Ord. No. 15-87]
- [8] A minimum of ten percent (10%) of the land contained within the perimeter of parking lots shall be landscaped and maintained as permanent open spaces.
- [9] Parking areas shall be screened from public streets and existing residential uses so as to minimize the visibility of such areas. Screening may consist of vegetation, earth berms, fencing or any combination of the above.
- [10] A landscaping plan shall be submitted as part of the development application. The landscaping plan shall depict a scheme that creates a park-like setting. Maintenance of existing vegetation may be incorporated in the landscaping plan when appropriate.
- [11] Exterior lighting shall be low profile. High-intensity directional lighting shall be prohibited. Lighting shall be designed and oriented so as to avoid glare onto adjacent property or streets.
- [12] The allowed activities shall not be obnoxious or offensive by reason of emission of dust, odor, smoke, gas, noise or similar cause. Prior to site plan approval, the applicant shall submit evidence to the Planning Board identifying waste products to be generated by on-site activities. A plan for removal of the waste shall be approved by the Planning Board. Developments that will use, store or generate hazardous chemicals shall identify such chemicals prior to site plan approval. A plan for storage and use of hazardous chemicals shall be approved by the Planning Board. Plans pertaining to waste or hazardous chemicals shall verify compliance with applicable federal, state and local regulations.
- [13] A residential structure located within the Executive and Technology Park Zone and existing prior to the posting date of this amendment may be increased up to twenty percent (20%) of the gross floor area of habitable space. New dwelling units shall not be allowed. Furthermore, customary accessory structures shall be allowed within the Executive and Technology Park Zone, but must remain within seventy-five (75) feet of the nonconforming residential structure.
- [14] Development within the ETP District shall conform to design standards contained in Chapter 149, entitled Site Review, Chapter 149-14.1. [Amended 5-13-98 by Ord. No. 6]
- [15] Where FARM ANIMALS are raised and boarded, shelters to house said animals shall not be less than one hundred (100) feet from any property boundary.
- [16] Helicopter take offs and landings are allowed subject to the following conditions:
  - A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
  - B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
  - C. The facility shall be accessory to the principal use located on the lot.
  - D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas, particularly with respect to noise levels.
- [17] Uses that are accessory and complimentary to the principal use. Such uses and related structures shall be designed and operated to serve only the principal use and not be designed and operated so as to serve the general public.
- [18] Shelters and runs used to house and/or contain animals shall be no closer than one hundred (100) feet from any property line and must support a minimum tract size of one hundred thousand (100,000) square feet. [Amended 8-1-90 by Ord. 8-90]



# Hotel/Retail (B-4) District

Amended: 11-28-12 by Ord. No. 2012-11.14-24



## Permitted Uses

- Bank
- CHILD CARE FACILITY
- COMMERCIAL PARKING FACILITY
- COMMERCIAL RECREATION
- Drive In Theater
- Eating and Drinking Establishment [5]
- EDUCATIONAL INSTITUTION, POST SECONDARY
- FARM
- HOTEL / MOTEL
- Liquor Store
- OFFICE
- PERSONAL SERVICE ESTABLISHMENT
- PUBLISHING FACILITY
- Retail Store of Agricultural Farm Products Raised on Site
- Retail Store
- Theater
- Veterinary Office, Animal Hospital or KENNEL

## Uses Permitted by Special Exception

- Helicopter Take Offs & Landings

## Sign Regulations

| Size                  | B-4 District                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total signs permitted | 2<br>[per tenancy, and is for lot (excluding development identification signs)]                                                                                                                                                                                                                                                                                                                                                                   |
| Total area permitted  | 1 sf for each lineal ft of business FRONTAGE<br>(see 170-32 for regulations for businesses bordering the Spaulding Turnpike)                                                                                                                                                                                                                                                                                                                      |
| Type                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| FREESTANDING          | permitted<br><br>(Max size 60 sf, max height 16 ft. One SIGN per side of frontage. FREESTANDING signs shall be located on low planter walls or be monument SIGNS. SIGNS shall be designed and located to be visible from both pedestrian and vehicular areas, and shall be designed to further the design theme of the building and be consistent with any SIGN package. Paint SIGN backgrounds and SIGN cabinets to complement building colors.) |
| PROJECTING            | not permitted                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| WALL/ Awning          | permitted<br><br>(Provide building signage that is proportional to the SCALE of the tenant façade. SIGNS should be designed to further the design theme of the building and be consistent with any SIGN package. Paint SIGN backgrounds and sign cabinets to complement building colors.)                                                                                                                                                         |
| Temporary             | not permitted                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## Uses Permitted by Conditional Use Permit

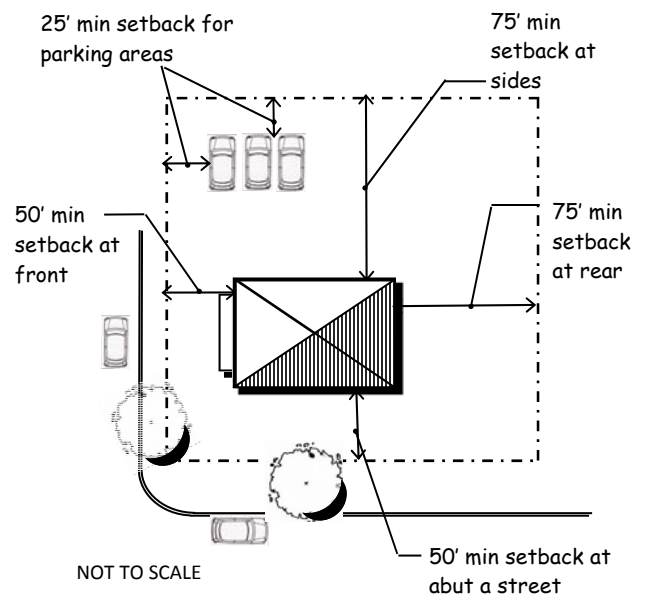
- Alternative Treatment Center

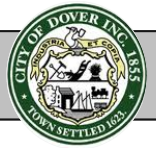
## Dimensional Regulations [1] [2]

| LOT                        |           |
|----------------------------|-----------|
| Minimum LOT Size           | 5 acres   |
| Maximum COVERAGE [3]       | 33%       |
| Minimum FRONTAGE           | 400 ft    |
| PRINCIPAL BUILDING [4]     |           |
| Front SETBACK              | 50 ft     |
| Abut a Street SETBACK      | 50 ft     |
| Side SETBACK               | 75 ft     |
| Rear SETBACK               | 75 ft     |
| OUTBUILDING/ACCESSORY USE* |           |
| Front SETBACK              | 75 ft     |
| Abut a Street SETBACK      | 75 ft     |
| Side SETBACK               | 10 ft     |
| Rear SETBACK               | 10 ft     |
| HEIGHT OF BUILDING         |           |
| PRINCIPAL BUILDING         | 55 ft max |
| OUTBUILDING                | 55 ft max |

\*Parking areas shall be set back at least twenty-five (25) feet from property lines. [Added 7-8-87 by Ord. No. 15-87]

## Principal Building Placement





## Footnotes

- [1] Refer to 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] At least thirty-three percent (33%) of the site shall be maintained as open space, either landscaped or left natural. A maximum of thirty-three percent (33%) of the site can be covered by buildings. [Added 10-26-88 by Ord. No. 18-88]
- [4] Buildings shall be at least one hundred fifty (150) feet from all residential structures that exist on the date of enactment of the B-4 Zoning District. A continuous visual buffer of either vegetation or fencing shall separate buildings from these existing residential structures. [Added 10-26-88 by Ord. No. 18- 88]
- [5] Eating and Drinking Establishments permitted fully enclosed with no drive-in service.

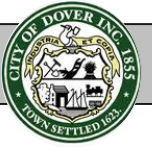
## Special Exception Criteria (see 170-52(C)(3) for additional regulations)

**Helicopter Take offs and Landings:** Helicopter take offs and landings are allowed as a special exception subject to the following conditions:

- A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
- B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
- C. The facility shall be accessory to the principal use located on the lot.
- D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas, particularly with respect to noise levels.
- E. The conditions for granting a Special Exception, contained in Chapter 170-52-C(3), must also be satisfied.

## Conditional Use Permit Criteria

- A. An Alternative Treatment Center shall not be located within one thousand (1,000) feet of the property line of a public or private elementary or secondary school or designated drug free school zone.
- B. The Alternative Treatment Center shall be located in a permanent BUILDING and may not be located in a trailer, manufactured home, cargo container, or any STRUCTURE that has axles with wheels. DRIVE-IN SERVICES are prohibited.
- C. Hours of operation shall be limited to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.
- D. The Alternative Treatment Center shall provide for the proper disposal of cannabis remnants or byproducts, which remnants or byproducts shall not be placed in the facility's exterior refuse containers.
- E. The APPLICANT shall provide a detailed narrative and floor plan, as well as any other relevant documentation, describing how the Alternative Treatment Center shall be secured. The security plan must take into account the measures that will be taken to ensure the safe delivery of any product to the facility (including permitted times for delivery), how the product will be secured on site, and how patient transactions will be facilitated in order to ensure safety. The security plan shall be reviewed and approved by the City of Dover Police Department.
- F. The use of cannabis on the premises is prohibited.
- G. The Alternative Treatment Center shall emit no cannabis related fumes, vapors or odors which can be smelled or otherwise perceived from beyond the LOT LINES of the property where the facility is located.



## Statement of Purpose

From the late 1700's, when Dover began to shift from a farming community to a manufacturing center, the land and blocks in and around Washington and Main Streets and Central Avenue have been the community's commercial core. Both redevelopment and new development should reflect that 250 year history. A wide array of retail and commercial activity should be encouraged here. Residential activity should be encouraged on the upper floors of buildings. New construction, where needed, should follow the pattern of existing development in terms of building placement, building height, and the use of durable construction materials. Public spaces are important here, and should be encouraged and maintained properly.

## Dimensional Regulations

| PRINCIPAL BUILDING                 |                           |
|------------------------------------|---------------------------|
| Lot Size                           | NA                        |
| Minimum Lot Coverage               | 75%                       |
| Frontage Build-Out                 | 70% min                   |
| Front Primary Build-To             | 0 ft min — 10 ft max [1]  |
| Front Secondary Build-To           | 0 ft min — 10 ft max [1]  |
| Side Setback                       | 0 ft min - 24 ft max      |
| Rear Setback                       | 10 ft min                 |
| OUTBUILDING                        |                           |
| Front Setback                      | not permitted             |
| Side Setback                       | not permitted             |
| Rear Setback                       | not permitted             |
| Private Frontages <i>see table</i> |                           |
| Common Yard                        | not permitted             |
| Porch and Fence                    | not permitted             |
| Terrace / Lightwell                | not permitted             |
| Stoop                              | permitted                 |
| Shopfront & Awning                 | permitted                 |
| Gallery                            | permitted                 |
| HEIGHT OF BUILDING                 |                           |
| Principal Building                 | 2 story min & 5 story max |
| Outbuilding/Accessory              | not permitted             |

"[1] The property owner shall calculate the average front SETBACKS of all LOTS within the same zone located on the same side of the STREET, two hundred fifty (250) feet in each direction from the center of the front LOT LINE. This front SETBACK dimension shall be considered to be a BUILD TO LINE. STRUCTURES may be constructed within five (5) feet plus or minus of the average. Porches or steps may be located an additional five (5) feet beyond the front façade of the STRUCTURE. Expansions to existing STRUCTURES shall be subject to a minimum SETBACK equal to the calculated average SETBACK minus five (5) feet."

\*CUP may be used to adjust standards

## Special Regulations

**Parking Location Standards (See 170-44)** - New construction resulting in additional square footage or an increase in residential units must comply with parking standards for the new portion of the building only.

- Parking spaces may be located off-site within 1,000 feet of the proposed use.
- Parking spaces may be leased from the City or a private landowner.
- Parking spaces shall be screened from the street with a masonry wall, see Section 170-20(F)(4).

### Ground Floor Standards

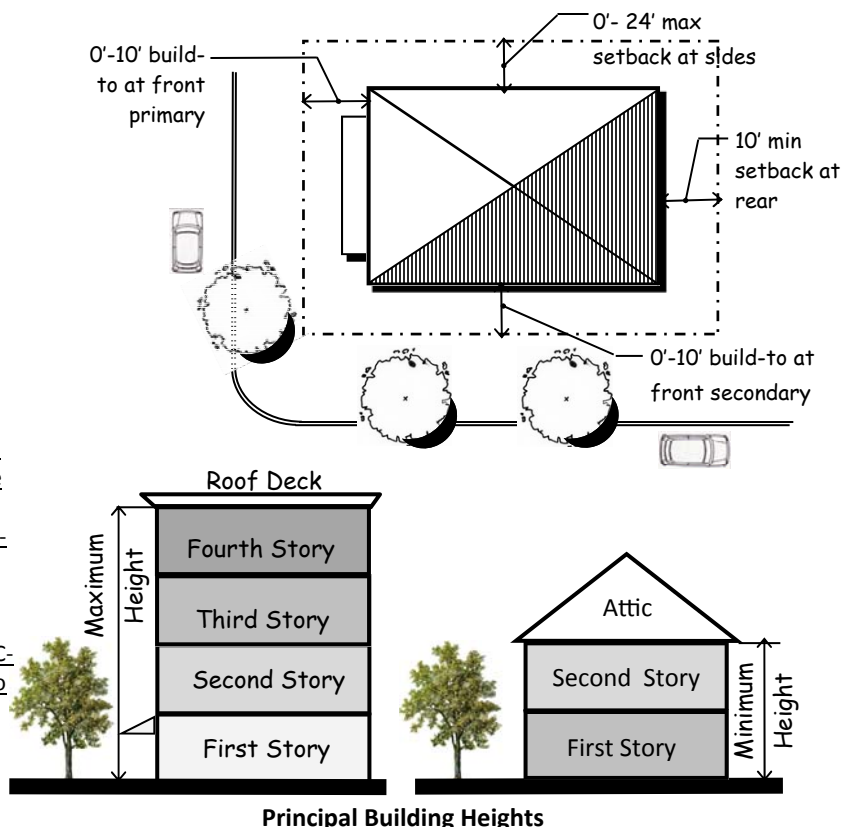
- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- For new construction only non-residential uses shall be on the ground floor level.

**Streetscape Standards (See 170-20 (E))** - All elements must be consistent with Dover Streetscape Standards.

- Street trees shall be planted at an average spacing of 25 to 30 feet on center.
- Unpaved ground area along the frontage shall be planted with appropriate groundcover or shrubs; no bare ground is permitted.
- Sidewalks shall be concrete or brick and a minimum of 5 feet wide.
- Street furniture shall be provided as follows:
  - \* 1 bench for every 75 feet of frontage
  - \* At least 1 waste bin at each block corner
  - \* 1 bike rack per non-residential project
- Lighting and mechanical equipment standards per sect 170-20 E.

### Architectural Standards (See 170-20 (F))

- LEED standards or an equivalent standard are encouraged.
- No Drive-in Service permitted.
- These standards are required. The fast track review provisions of 170-20(G) shall apply.



Principal Building Heights

## Permitted Uses - Central Business District

| Uses                                                                      | General                                                       | Mixed Use                                                                                                                                                                    | Residential                                     | Downtown Gateway                                                                                                                                                                                               | TOD                                                           |
|---------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Residential                                                               | Permitted, but not on ground floor, except in an existing use | Permitted, but not on GROUND FLOOR <del>ground floor</del> except in existing <u>STRUCTURES</u> <del>structures</del><br>Density allowed at 5,000 sf per unit, 10 units max. | Permitted                                       | Permitted, buildings of four or more units on ground <del>GROUND</del> FLOOR <del>ground floor</del> allowed only if Architectural Standards are followed. Density allowed at 5,000 sf per unit, 10 units max. | Permitted but not on ground floor, except as an existing use. |
| Lodging                                                                   | Permitted                                                     | Permitted, up to 12 rooms w/stays up to 14 days                                                                                                                              | Permitted, up to 12 rooms w/stays up to 14 days | Permitted, up to 12 rooms, 13+ rooms if Arch Standards followed.                                                                                                                                               | Permitted                                                     |
| Professional Services & Offices                                           | Permitted                                                     | Permitted                                                                                                                                                                    | Via CUP                                         | Permitted                                                                                                                                                                                                      | Permitted                                                     |
| Eating and Drinking Establishments                                        | Permitted                                                     | Not Permitted                                                                                                                                                                | Not Permitted                                   | Permitted                                                                                                                                                                                                      | Permitted                                                     |
| Retail/ Personal Services                                                 | Permitted                                                     | Permitted                                                                                                                                                                    | Via CUP                                         | Permitted                                                                                                                                                                                                      | Permitted                                                     |
| Industrial                                                                | Not Permitted                                                 | Not Permitted                                                                                                                                                                | Not Permitted                                   | Permitted on Broadway via CUP                                                                                                                                                                                  | Not Permitted                                                 |
| For Conditional Use Permit (CUP) criteria <del>See Section 170-20 B</del> | Permitted                                                     | Permitted                                                                                                                                                                    | Permitted                                       | Permitted                                                                                                                                                                                                      | Permitted                                                     |
| Other <del>Signage Regulations</del>                                      | Via CUP                                                       | Via CUP                                                                                                                                                                      | Via CUP                                         | Via CUP                                                                                                                                                                                                        | Via CUP                                                       |

## Central Business District

| Sign Size & Quantity    | General                                                    | Mixed Use                             | Residential   | Downtown Gateway                                           | TOD                                                    |
|-------------------------|------------------------------------------------------------|---------------------------------------|---------------|------------------------------------------------------------|--------------------------------------------------------|
| Total Signs Permitted   | 2                                                          | 1                                     | 1             | 2                                                          | 2                                                      |
| Total area of all signs | 1 sf per lf of frontage (4)                                | 12 sf                                 | 16            | 24 sf                                                      | 1 sf per lf of frontage (4)                            |
| Sign Type               |                                                            |                                       |               |                                                            |                                                        |
| Freestanding            | not permitted                                              | not permitted                         | not permitted | permitted (5)                                              | not permitted                                          |
| Projecting              | permitted (1)                                              | not permitted                         | permitted (1) | permitted (1)                                              | permitted (1)                                          |
| Wall/ Awning            | permitted, 40 sf max                                       | permitted (3)                         | permitted (3) | permitted                                                  | permitted, 40 sf max                                   |
| Temporary               | permitted per <del>170-32.E.3(2)</del> <u>170-32.Q (2)</u> | not permitted per <u>170-32.Q (2)</u> | not permitted | permitted per <del>170-32.E.3(2)</del> <u>170-32.Q (2)</u> | permitted per <del>170-32.E.3(2)</del> <u>32.Q (2)</u> |

- 1) 10 ft min above sidewalk, 25 ft max ht. 24 sf max size.
- 2) 1 year permit granted, 1 sign per building, for lots with over 100 lf of frontage 2 signs permitted. Max ht 3 ft, 6 sf max size. Mill Motif not required for Downtown Gateway.
- 3) 16 ft max ht, or to bottom of second floor window sills, which ever is lowest.
- 4) Area may be increased if Mill Motif is adhered to.
- 5) One per lot, 5 ft max ht and 4 sf max size per tenant.





## Statement of Purpose

North of the Downtown core are neighborhoods of smaller homes, once the residences of mill employees, shopkeepers, and others for whom the close proximity to the Downtown was an important feature. Smaller in scale than the more ornate homes in the Mixed Use District, many of these buildings still present considerable architectural detailing. Many of them have outbuildings at the rear of the property. The continued use of these areas as residential neighborhoods is important, both to the city's heritage and to achieving the smart growth and low carbon impact goals of the master plan. Where new structures are added, they should mimic the placement,

## Special Regulations

### Parking Location Standards (See 170-44)

New construction resulting in additional square footage or an increase in residential units must comply with parking standards for the new portion of the building only.

- Two (2) spaces per unit are required.
- Additional parking spaces may be leased from the City or a private landowner.

### Ground Floor Standards

- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.

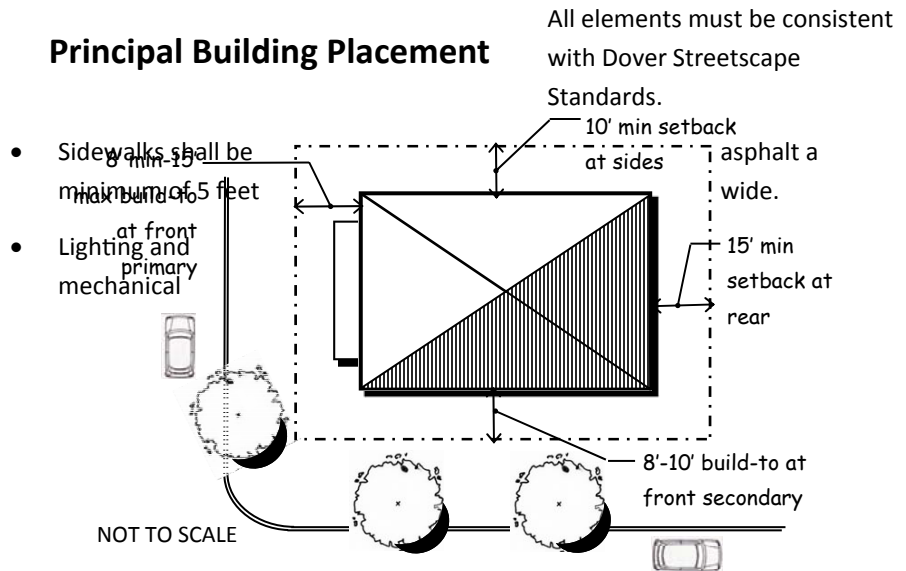
### Streetscape Standards (See 170-20 (E))

## Dimensional Regulations

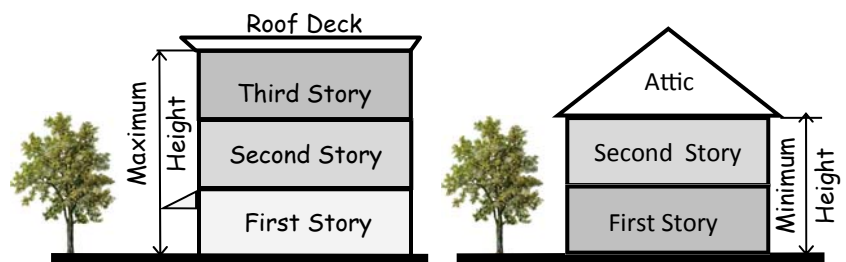
| Principal Building         |                           |
|----------------------------|---------------------------|
| Lot Size                   | N/A                       |
| Minimum Lot Coverage       | 40%                       |
| Minimum Frontage           | 75 ft                     |
| Frontage Build-Out         | 40% min                   |
| Front Primary Build-To     | 8 ft min - 15 ft max      |
| Front Secondary Build-To   | 8 ft min - 10 ft max      |
| Side Setback               | 10 ft min                 |
| Rear Setback               | 15 ft min                 |
| OUTBUILDING/ACCESSORY USES |                           |
| Front Setback              | 20 ft min + bldg. setback |
| Side Setback               | 5 ft min                  |
| Rear Setback               | 5 ft min                  |
| Private Frontages          |                           |
| Common Yard                | permitted                 |
| Porch and Fence            | permitted                 |
| Terrace / Lightwell        | not permitted             |
| Stoop                      | permitted                 |
| Shopfront & Awning         | not permitted             |
| Gallery                    | not permitted             |
| HEIGHT OF BUILDING         |                           |
| Principal Building         | 2 story min, 3 story max  |
| Outbuilding/Accessory      | 2 story max               |

\*CUP may be used to adjust standards

## Principal Building Placement



## Principal Building Heights



Permitted Uses - Central Business District

| Uses                            | General                                                       | Mixed Use                                                                                                                                                          | Residential                                     | Downtown Gateway                                                                                                                                                                             | TOD                                                           |
|---------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Residential                     | Permitted, but not on ground floor, except in an existing use | Permitted, but not on GROUND FLOOR <del>ground floor</del> except in existing STRUCTURES <del>structures</del> Density allowed at 5,000 sf per unit, 10 units max. | Permitted                                       | Permitted, buildings of four or more units on ground <del>GROUND FLOOR</del> floor allowed only if Architectural Standards are followed. Density allowed at 5,000 sf per unit, 10 units max. | Permitted but not on ground floor, except as an existing use. |
| Lodging                         | Permitted                                                     | Permitted, up to 12 rooms w/stays up to 14 days                                                                                                                    | Permitted, up to 12 rooms w/stays up to 14 days | Permitted, up to 12 rooms, 13+ rooms if Arch Standards followed.                                                                                                                             | Permitted                                                     |
| Professional Services & Offices | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Eating and Drinking             | Permitted                                                     | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Retail/ Personal Services       | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Industrial                      | Not Permitted                                                 | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted on Broadway via CUP                                                                                                                                                                | Not Permitted                                                 |
| Civic                           | Not Permitted                                                 | Permitted                                                                                                                                                          | Permitted                                       | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Other                           | Via CUP                                                       | Via CUP                                                                                                                                                            | Via CUP                                         | Via CUP                                                                                                                                                                                      | Via CUP                                                       |

Signage Regulations - Central Business District

| Sign Size & Quantity    | General                                              | Mixed Use                                 | Residential   | Downtown Gateway                                     | TOD                                              |
|-------------------------|------------------------------------------------------|-------------------------------------------|---------------|------------------------------------------------------|--------------------------------------------------|
| Total Signs Permitted   | 2                                                    | 1                                         | 1             | 2                                                    | 2                                                |
| Total area of all signs | 1 sf per lf of frontage (4)                          | 12 sf                                     | 16            | 24 sf                                                | 1 sf per lf of frontage (4)                      |
| Sign Type               |                                                      |                                           |               |                                                      |                                                  |
| Freestanding            | not permitted                                        | not permitted                             | not permitted | permitted (5)                                        | not permitted                                    |
| Projecting              | permitted (1)                                        | not permitted                             | permitted (1) | permitted (1)                                        | permitted (1)                                    |
| Wall/ Awning            | permitted, 40 sf max                                 | permitted (3)                             | permitted (3) | permitted                                            | permitted, 40 sf max                             |
| Temporary               | permitted per <del>470-32.E.3 (2)</del> 170-32.Q (2) | <del>not permitted</del> per 170-32.Q (2) | not permitted | permitted per <del>470-32.E.3 (2)</del> 170-32.Q (2) | permitted per <del>470-32.E.3 (2)</del> 32.Q (2) |

- 1) 10 ft min above sidewalk, 25 ft max ht. 24 sf
- 2) 1 year permit granted, 1 sign per building, for lots with over 100 lf of frontage 2 signs permitted. Max ht 3 ft, 6 sf max size. Mill Motif not required for Downtown Gateway.
- 3) 16 ft max ht, or to bottom of second floor window sills, which ever is lowest.
- 4) Area may be increased if Mill Motif is adhered to.
- 5) One per lot, 5 ft max ht and 4 sf max size per tenant.



## Statement of Purpose

A gateway is an area that marks a transition point where you move from one existing condition to another. In terms of land use, Gateways generally indicate transition points from a less developed area (the highway, the rural landscape, etc.) to a more formal, densely developed urban core (multi-story buildings, civic buildings, etc.). In Dover the primary Downtown Gateways (Central Avenue north and south of the downtown core, Broadway, and Portland Avenue) are generally dominated by commercial activity, with buildings of a lower height than those located downtown. Some residual residential activity occurs occasionally as stand-alone buildings, but frequently residential activity is located above ground floor commercial uses. A modest distance between the building and the street exists, with a fair amount of landscaping.

## Dimensional Regulations

| PRINCIPAL BUILDING       |                          |
|--------------------------|--------------------------|
| Lot Size                 | NA                       |
| Minimum Lot Coverage     | 50%                      |
| Frontage Build-Out       | 60% min                  |
| Front Primary Build-To   | 5 ft min - 20 ft max     |
| Front Secondary Build-To | 5 ft min - 20 ft max     |
| Side Setback             | 5 ft min                 |
| Rear Setback             | 0 ft min                 |
| OUTBUILDING              |                          |
| Front Setback            | 20' min + bldg setback   |
| Side Setback             | 5' min                   |
| Rear Setback             | 10' min                  |
| Private Frontages        |                          |
| Common Yard              | permitted                |
| Porch and Fence          | permitted                |
| Terrace / Lightwell      | permitted                |
| Stoop                    | permitted                |
| Shopfront & Awning       | permitted                |
| Gallery                  | not permitted            |
| HEIGHT OF BUILDING       |                          |
| Principal Building       | 4 story max, 2 story min |
| Outbuilding/Accessory    | 2 story max              |

\*CUP may be used to adjust standards

## Special Regulations

**Parking Location Standards (See 170-44)** - New construction resulting in additional square footage or an increase in residential units must comply with parking standards for the new portion of the building only.

- Parking spaces may be located off-site within 1,000 feet of the proposed use.
- Parking spaces may be leased from the City or a private landowner.
- Parking spaces shall be screened from the street with a masonry wall, see Section 170-20(F)(4).

### Ground Floor Standards

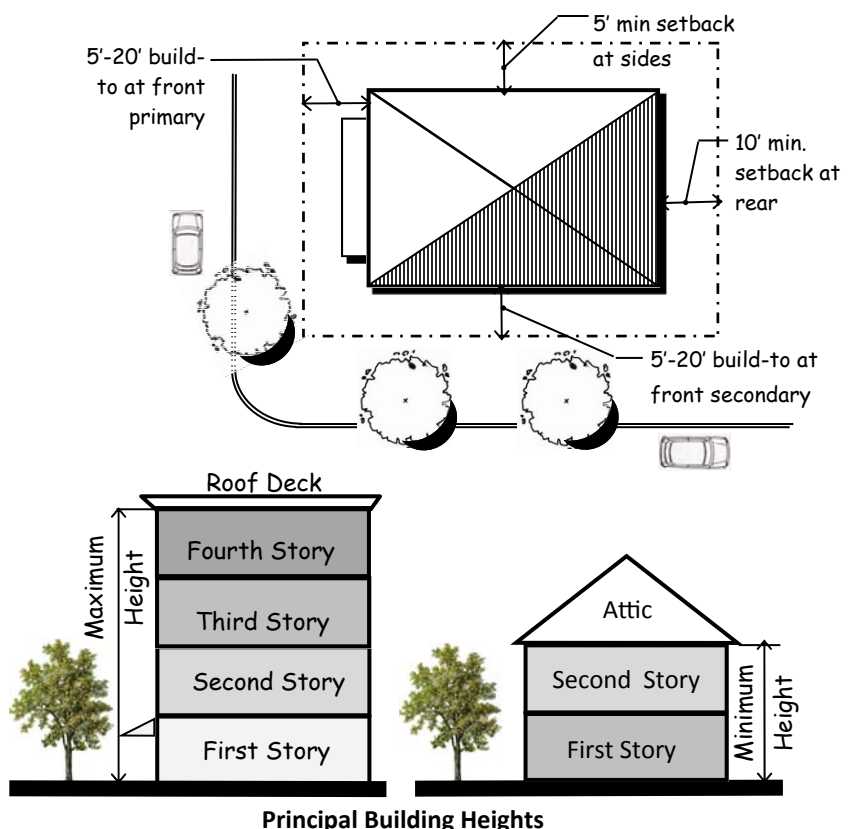
- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- Residential uses permitted; buildings with more than 4 units are required to follow architectural standards, see section 170-20F.

**Streetscape Standards (See 170-20 (E))** - All elements must be consistent with Dover Streetscape Standards.

- Street trees shall be planted at an average spacing of 25 to 30 feet on center.
- Unpaved ground area along the frontage shall be planted with appropriate groundcover or shrubs; no bare ground is permitted.
- Sidewalks shall be concrete or brick and a minimum of 5 feet wide.
- Street furniture shall be provided as follows:
  - \* 1 bench for every 100 feet of frontage
  - \* At least 1 waste bin at each block corner
  - \* 1 bike rack per non-residential project
- Lighting and mechanical equipment standards per sect 170-20 E.

### Architectural Standards (See 170-20 (F))

- LEED standards or an equivalent standard are encouraged.
- No Drive-in Service permitted.
- Standards must apply for residential buildings with 4 units or more.
- All other standards are optional and may be utilized by applicant.



# Permitted Uses - Central Business District

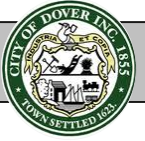
| Uses                            | General                                                       | Mixed Use                                                                                                                                                          | Residential                                     | Downtown Gateway                                                                                                                                                                             | TOD                                                           |
|---------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Residential                     | Permitted, but not on ground floor, except in an existing use | Permitted, but not on GROUND FLOOR <del>ground floor</del> except in existing STRUCTURES <del>structures</del> Density allowed at 5,000 sf per unit, 10 units max. | Permitted                                       | Permitted, buildings of four or more units on ground <del>GROUND FLOOR</del> floor allowed only if Architectural Standards are followed. Density allowed at 5,000 sf per unit, 10 units max. | Permitted but not on ground floor, except as an existing use. |
| Lodging                         | Permitted                                                     | Permitted, up to 12 rooms w/stays up to 14 days                                                                                                                    | Permitted, up to 12 rooms w/stays up to 14 days | Permitted, up to 12 rooms, 13+ rooms if Arch Standards followed.                                                                                                                             | Permitted                                                     |
| Professional Services & Offices | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Eating and Drinking             | Permitted                                                     | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Retail/ Personal Services       | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Industrial                      | Not Permitted                                                 | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted on Broadway via CUP                                                                                                                                                                | Not Permitted                                                 |
| Civic                           | Not Permitted                                                 | Permitted                                                                                                                                                          | Permitted                                       | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Other                           | Via CUP                                                       | Via CUP                                                                                                                                                            | Via CUP                                         | Via CUP                                                                                                                                                                                      | Via CUP                                                       |

# Signage Regulations - Central Business District

| Sign Size & Quantity    | General                      | Mixed Use                      | Residential   | Downtown Gateway             | TOD                          |
|-------------------------|------------------------------|--------------------------------|---------------|------------------------------|------------------------------|
| Total Signs Permitted   | 2                            | 1                              | 1             | 2                            | 2                            |
| Total area of all signs | 1 sf per lf of frontage (4)  | 12 sf                          | 16            | 24 sf                        | 1 sf per lf of frontage (4)  |
| Sign Type               |                              |                                |               |                              |                              |
| Freestanding            | not permitted                | not permitted                  | not permitted | permitted (5)                | not permitted                |
| Projecting              | permitted (1)                | not permitted                  | permitted (1) | permitted (1)                | permitted (1)                |
| Wall/ Awning            | permitted, 40 sf max         | permitted (3)                  | permitted (3) | permitted                    | permitted, 40 sf max         |
| Temporary               | permitted per 170-32.E.3 (2) | not permitted per 170-32.Q (2) | not permitted | permitted per 170-32.E.3 (2) | permitted per 170-32.E.3 (2) |

- 1) 10 ft min above sidewalk, 25 ft max ht. 24 sf
- 2) 1 year permit granted, 1 sign per building, for lots with over 100 lf of frontage 2 signs permitted. Max ht 3 ft, 6 sf max size. Mill Motif not required for Downtown Gateway.
- 3) 16 ft max ht, or to bottom of second floor window sills, which ever is lowest.
- 4) Area may be increased if Mill Motif is adhered to.
- 5) One per lot, 5 ft max ht and 4 sf max size per tenant.





## Statement of Purpose

This is an area in transition. Once the homes of the mills' managers and the community's professionals and successful merchants, shipbuilders, sea captains, and others, these stately Victorian buildings are a tribute to Dover's financial success during the height of the mill economy. These elegant structures lend grace to the community. While some of the existing buildings remain as single family residences others are being converted to apartments and offices. As new structures replace older ones, they should follow the setback and massing of earlier structures. Residences in these newer building should be

## Special Regulations

**Parking Location Standards (See 170-44)** - New construction resulting in additional square footage or an increase in residential units must comply with parking standards for the new portion of the building only.

- Parking spaces may be located off-site within 1,000 feet of the proposed use.
- Parking spaces may be leased from the City or a private landowner.
- Parking spaces shall be screened from the street with a masonry wall, see Section 170-20(F)(4).

### Ground Floor Standards

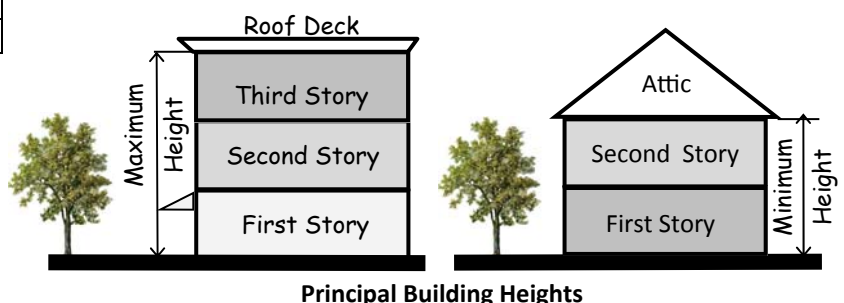
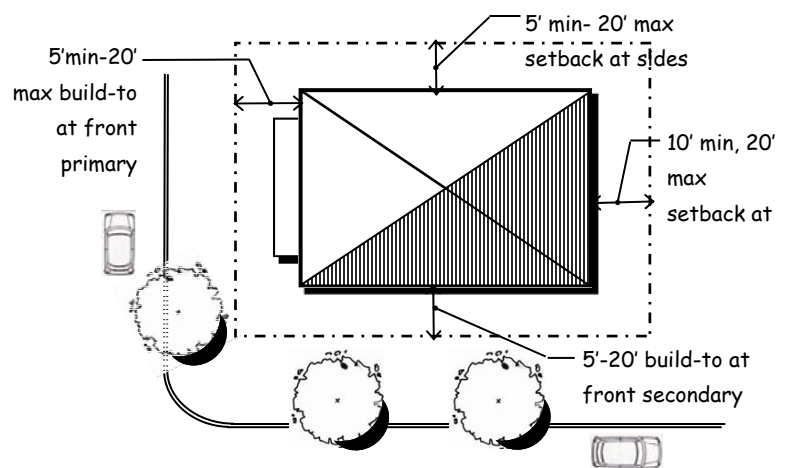
- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- ~~Residential uses permitted; buildings with more than 4 units are required to follow architectural standards, see section 170-20F.~~

**Streetscape Standards (See 170-20 (E))** - All elements must be consistent with Dover Streetscape Standards.

- Street trees shall be planted at an average spacing of 25 to 30 feet on center.
- Unpaved ground area along the frontage shall be planted with appropriate groundcover or shrubs; no bare ground is permitted.
- Sidewalks shall be concrete or brick and a minimum of 5 feet wide.
- Street furniture shall be provided as follows:

## Dimensional Regulations

| PRINCIPAL BUILDING       |                          |
|--------------------------|--------------------------|
| Lot Size                 | NA                       |
| Minimum Lot Coverage     | 50%                      |
| Frontage Build-Out       | 60% min                  |
| Front Primary Build-To   | 5 ft min - 20 ft max     |
| Front Secondary Build-To | 5 ft min - 20 ft max     |
| Side Setback             | 5 ft min - 20 ft max     |
| Rear Setback             | 10 ft min - 20 ft max    |
| OUTBUILDING              |                          |
| Front Setback            | 20 ft min                |
| Side Setback             | 5 ft min                 |
| Rear Setback             | 5 ft min                 |
| Private Frontages        |                          |
| Common Yard              | permitted                |
| Porch and Fence          | permitted                |
| Terrace / Lightwell      | permitted                |
| Stoop                    | permitted                |
| Shopfront & Awning       | not permitted            |
| Gallery                  | not permitted            |
| HEIGHT OF BUILDING       |                          |
| Principal Building       | 2 story min, 3 story max |
| Outbuilding              | 2 story max              |



\*CUP may be used to adjust standards

Principal Building Heights

### Permitted Uses - Central Business District

| Uses                               | General                                                       | Mixed Use                                                                                                                                                          | Residential                                     | Downtown Gateway                                                                                                                                                                             | TOD                                                           |
|------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Residential                        | Permitted, but not on ground floor, except in an existing use | Permitted, but not on GROUND FLOOR <del>ground floor</del> except in existing STRUCTURES <del>structures</del> Density allowed at 5,000 sf per unit, 10 units max. | Permitted                                       | Permitted, buildings of four or more units on ground <del>GROUND FLOOR</del> floor allowed only if Architectural Standards are followed. Density allowed at 5,000 sf per unit, 10 units max. | Permitted but not on ground floor, except as an existing use. |
| Lodging                            | Permitted                                                     | Permitted, up to 12 rooms w/stays up to 14 days                                                                                                                    | Permitted, up to 12 rooms w/stays up to 14 days | Permitted, up to 12 rooms, 13+ rooms if Arch Standards followed.                                                                                                                             | Permitted                                                     |
| Professional Services & Offices    | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Eating and Drinking Establishments | Permitted                                                     | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Retail/ Personal Services          | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Industrial                         | Not Permitted                                                 | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted on Broadway via CUP                                                                                                                                                                | Not Permitted                                                 |
| Civic                              | Not Permitted                                                 | Permitted                                                                                                                                                          | Permitted                                       | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Other                              | Not Permitted                                                 | Via CUP                                                                                                                                                            | Via CUP                                         | Via CUP                                                                                                                                                                                      | Via CUP                                                       |

### Sign Regulations - Central Business District

| Sign Size & Quantity    | General                      | Mixed Use                      | Residential   | Downtown Gateway             | TOD                          |
|-------------------------|------------------------------|--------------------------------|---------------|------------------------------|------------------------------|
| Total Signs Permitted   | 2                            | 1                              | 1             | 2                            | 2                            |
| Total area of all signs | 1 sf per lf of frontage (4)  | 12 sf                          | 16            | 24 sf                        | 1 sf per lf of frontage (4)  |
| Sign Type               |                              |                                |               |                              |                              |
| Freestanding            | not permitted                | not permitted                  | not permitted | permitted (5)                | not permitted                |
| Projecting              | permitted (1)                | not permitted                  | permitted (1) | permitted (1)                | permitted (1)                |
| Wall/ Awning            | permitted, 40 sf max         | permitted (3)                  | permitted (3) | permitted                    | permitted, 40 sf max         |
| Temporary               | permitted per 170-32.E.3 (2) | not permitted per 170-32.Q (2) | not permitted | permitted per 170-32.E.3 (2) | permitted per 170-32.E.3 (2) |

- 1) 10 ft min above sidewalk, 25 ft max ht. 24 sf max size.
- 2) 1 year permit granted, 1 sign per building, for lots with over 100 lf of frontage 2 signs permitted. Max ht 3 ft, 6 sf max size. Mill Motif not required for Downtown Gateway.
- 3) 16 ft max ht, or to bottom of second floor window sills, which ever is lowest.
- 4) Area may be increased if Mill Motif is adhered to.
- 5) One per lot, 5 ft max ht and 4 sf max size per tenant.



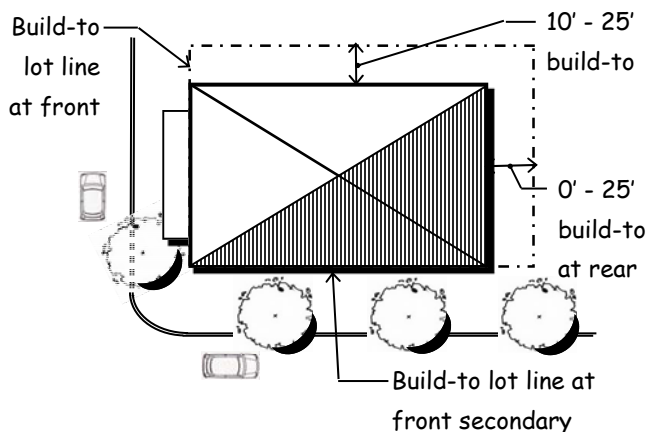
## Statement of Purpose

This is an area ripe for redevelopment. This area west of Chestnut Street was once the home of coal yards, warehouses, and other supporting structures for the rail line that passes through it. The rail line will be the key to its future success as well. In combination with the associated bus terminal, transportation is the key to future development here. It is envisioned that this could be an area of very dense development along the banks of the Cochecho River. A wide variety of uses is intended here, with residences dominating upper levels, and

## Dimensional Regulations

| PRINCIPAL BUILDING       |                          |
|--------------------------|--------------------------|
| Lot Size                 | NA                       |
| Lot Coverage             | 75% - 100%               |
| Frontage Build-Out       | 80% min                  |
| Front Primary Build-To   | 0 ft min - 0 ft max      |
| Front Secondary Build-To | 0 ft min - 0 ft max      |
| Side Setback             | 10 ft min, 25 ft max     |
| Rear Setback             | 0 ft min, 25ft max       |
| OUTBUILDING              |                          |
| Front Setback            | Not permitted            |
| Side Setback             | Not permitted            |
| Rear Setback             | Not permitted            |
| Private Frontages        |                          |
| Common Yard              | Not permitted            |
| Porch and Fence          | Not permitted            |
| Terrace / Lightwell      | Not permitted            |
| Stoop                    | permitted                |
| Shopfront & Awning       | permitted                |
| Gallery                  | permitted                |
| HEIGHT OF BUILDING       |                          |
| Principal Building       | 5 story max, 3 story min |
| Outbuilding/Accessory    | 2 story max              |

\*CUP may be used to adjust standards



## Special Regulations

**Parking Location Standards (See 170-44)** - New construction resulting in additional square footage, or an increase in residential units, must comply with parking standards for the new portion of the building only.

- Parking spaces may be located off-site within 1,000 feet of the proposed use, and may be leased from the City or a private landowner.
- Parking spaces shall be screened from the street with a masonry wall, see section 170-20F.
- One space per residential unit.

### Ground Floor Standards

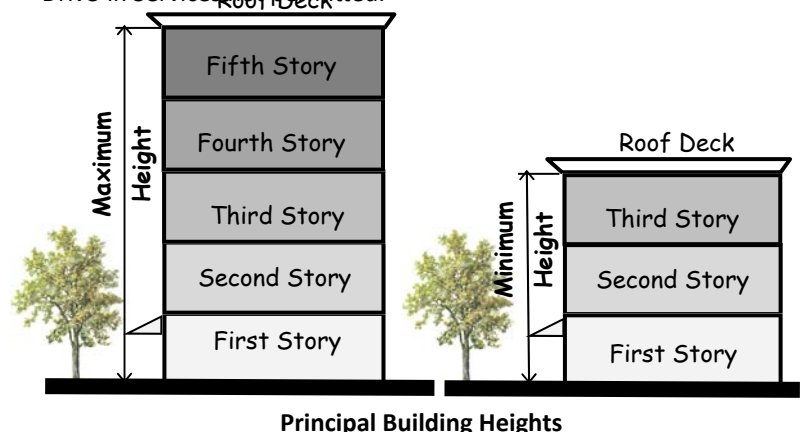
- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- No more than 80% of any street façade shall be for parking.

**Streetscape Standards (See 170-20 E)** - All elements must be consistent within a project.

- Street trees shall be planted at an average spacing of 25 to 30 feet on center.
- Unpaved ground area along the frontage shall be planted with appropriate groundcover or shrubs for the space, no bare ground is permitted.
- Sidewalks shall be concrete or brick, a minimum of 5 feet wide
- Street furniture shall include:
  - \* 1 bench for every 50 feet of frontage
  - \* At least 1 waste bin at each block corner
  - \* 1 bike rack per non-residential project

### Architectural Standards (See 170-20 F)

- Exterior walls shall be brick, stone, or masonry.
- LEED standards or an equivalent standard are encouraged.
- Drive-in Services not permitted.



# Permitted Uses - Central Business District

| Uses                            | General                                                       | Mixed Use                                                                                                                                                          | Residential                                     | Downtown Gateway                                                                                                                                                                             | TOD                                                           |
|---------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Residential                     | Permitted, but not on ground floor, except in an existing use | Permitted, but not on GROUND FLOOR <del>ground floor</del> except in existing STRUCTURES <del>structures</del> Density allowed at 5,000 sf per unit, 10 units max. | Permitted                                       | Permitted, buildings of four or more units on ground <del>GROUND FLOOR</del> floor allowed only if Architectural Standards are followed. Density allowed at 5,000 sf per unit, 10 units max. | Permitted but not on ground floor, except as an existing use. |
| Lodging                         | Permitted                                                     | Permitted, up to 12 rooms w/stays up to 14 days                                                                                                                    | Permitted, up to 12 rooms w/stays up to 14 days | Permitted, up to 12 rooms, 13+ rooms if Arch Standards followed.                                                                                                                             | Permitted                                                     |
| Professional Services & Offices | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Eating and Drinking             | Permitted                                                     | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Retail/ Personal Services       | Permitted                                                     | Permitted                                                                                                                                                          | Via CUP                                         | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Industrial                      | Not Permitted                                                 | Not Permitted                                                                                                                                                      | Not Permitted                                   | Permitted on Broadway via CUP                                                                                                                                                                | Not Permitted                                                 |
| Civic                           | Not Permitted                                                 | Permitted                                                                                                                                                          | Permitted                                       | Permitted                                                                                                                                                                                    | Permitted                                                     |
| Other                           | Via CUP                                                       | Via CUP                                                                                                                                                            | Via CUP                                         | Via CUP                                                                                                                                                                                      | Via CUP                                                       |

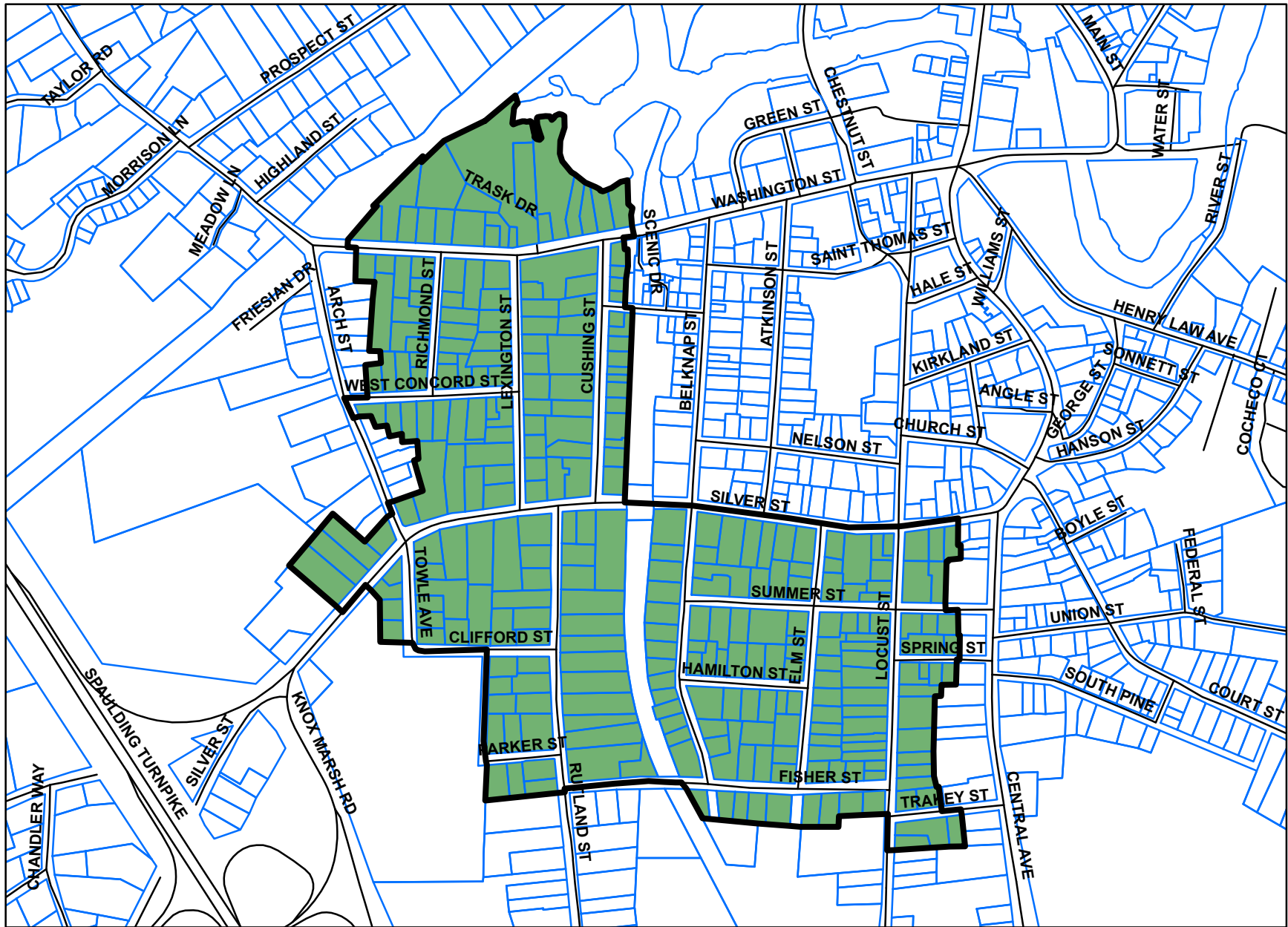
# Signage Regulations - Central Business District

| Sign Size & Quantity    | General                      | Mixed Use                      | Residential   | Downtown Gateway             | TOD                          |
|-------------------------|------------------------------|--------------------------------|---------------|------------------------------|------------------------------|
| Total Signs Permitted   | 2                            | 1                              | 1             | 2                            | 2                            |
| Total area of all signs | 1 sf per lf of frontage (4)  | 12 sf                          | 16            | 24 sf                        | 1 sf per lf of frontage (4)  |
| Sign Type               |                              |                                |               |                              |                              |
| Freestanding            | not permitted                | not permitted                  | not permitted | permitted (5)                | not permitted                |
| Projecting              | permitted (1)                | not permitted                  | permitted (1) | permitted (1)                | permitted (1)                |
| Wall/ Awning            | permitted, 40 sf max         | permitted (3)                  | permitted (3) | permitted                    | permitted, 40 sf max         |
| Temporary               | permitted per 170-32.E.3 (2) | not permitted per 170-32.Q (2) | not permitted | permitted per 170-32.E.3 (2) | permitted per 170-32.E.3 (2) |

- 1) 10 ft min above sidewalk, 25 ft max ht. 24 sf
- 2) 1 year permit granted, 1 sign per building, for lots with over 100 lf of frontage 2 signs permitted. Max ht 3 ft, 6 sf max size. Mill Motif not required for Downtown Gateway.
- 3) 16 ft max ht, or to bottom of second floor window sills, which ever is lowest.
- 4) Area may be increased if Mill Motif is adhered to.
- 5) One per lot, 5 ft max ht and 4 sf max size per tenant.



# Heritage Residential District



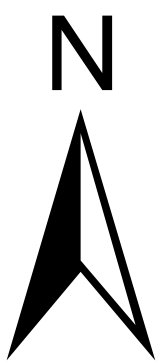
Prepared by the Department of Planning and Community Services

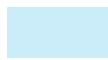
August 26, 2014



# Groundwater Protection Zones

*City Code Chapter 170-28.3*



-  Primary Groundwater Protection District
-  Secondary Groundwater Protection District

Prepared by the City of Dover Department of Planning and Community Development

April 15, 2015

## SUMMARY OF PROPOSED AMENDMENTS 2014-2015

### Zoning Ordinance

| #  | Summary                                                                                | Why                                                                                                                                            | Category                   |
|----|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 2  | Redefine Build To Line                                                                 | Allows build to line to be adjusted due to environmental constraints                                                                           | Build To Line              |
| 3  | Rezone land near Silver Street                                                         | Create a Heritage Residential Zoning District as requested by abutters                                                                         | Area Rezone                |
| 4  | Revise front setback for accessory structures                                          | To create a sense of context where garages and accessory structures are located no closer to the road than the principle house, in urban areas | Build To Line              |
| 5  | Revise calculation of front setback                                                    | For R-12 District make the build to line a range, similar to R-20 district, 15-25' range                                                       | Build To Line              |
| 6  | Revise calculation of front setback                                                    | For RM-U district, to make it more uniform and less cumbersome for property owners to calculate                                                | Build To Line              |
| 7  | Revise calculation of front setback                                                    | To encourage contextual setbacks in the Central Business District – General sub-district                                                       | Build To Line              |
| 8  | Revise height restriction in CBD                                                       | To create a height limit, where none exists in the Central Business General sub - district, of 5 stories                                       | New Limitation             |
| 9  | To allow temporary signs in the CBD – Downtown Gateway and CBD-Mixed Use Sub-Districts | To provide advertising options to small business                                                                                               | Simplify and new allowance |
| 10 | To control the density in downtown gateway and mixed use subdistricts                  | To create a cap on units to no more than 10 and add density limitation in the CBD- Downtown Gateway district                                   | New Limitation             |
| 11 | Amend Tables of Use for industrial zones, to clarify industrial uses                   | To ensure industrial uses are modern and reflect economic trends                                                                               | Simplify                   |
| 12 | To allow Alternative Treatment Centers                                                 | To create guidelines for the State endorsed Alternative Treatment Centers in the B-4 and I-2 Districts                                         | New allowance              |
| 13 | Remove requirements for architectural                                                  | Remove architectural requirements restriction which does not appear in other mixed use small scale zones, from the CBD-Mixed Use               | Simplify                   |

## SUMMARY OF PROPOSED AMENDMENTS 2014-2015

| #  | Summary                                                              | Why                                                                                                                                                                                                                                                                                                                                                                                                                                            | Category                                  |
|----|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
|    | standards for 4 or more units in the Downtown Gateway sub-district   |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                           |
| 14 | Update Groundwater Map                                               | To add a ground water protection zone around the Willand Pond Well, and revise the Smith and Cummings Well                                                                                                                                                                                                                                                                                                                                     | Housekeeping                              |
| 15 | Update Floodplain regulations, per FEMA                              | To comply with Federal requirements regarding new floodplain maps and strengthen requirements if building in a floodplain                                                                                                                                                                                                                                                                                                                      | Required to remain in floodplain program. |
| 16 | Allow for 2 year permits of Extractions                              | To remove the burden of annual applications for extraction operations (still requiring annual reporting)                                                                                                                                                                                                                                                                                                                                       | Housekeeping                              |
| 17 | Revise Sign ordinance to keep current                                | <ul style="list-style-type: none"> <li>• Reduce permit requirements and streamline process</li> <li>• Limit illumination in downtown gateway zone to no later than 9 pm</li> <li>• Clarify/reduce Mill Motif requirements downtown (remove subjectivity)</li> <li>• Clarify temporary sign provisions, expanding allowances, remove Mill Motif requirements in CBD</li> <li>• Revise definitions of freestanding sign and sign area</li> </ul> | Simplify                                  |
| 18 | Remove redundant parking requirements                                | To reduce parking requirement overlap and confusion with Site Review Regulations (Chapter 149)                                                                                                                                                                                                                                                                                                                                                 | Housekeeping                              |
| 19 | Ensure that Citation/Violation language is consistent with the State | Update citation and violation language to conform with RSAs 31:39-d, 676:14, 676:15, 676:17, 676:17-a, and 676:17-b, to ensure proper enforcement.                                                                                                                                                                                                                                                                                             | Housekeeping                              |
| 20 | Correct clerical errors                                              | To ensure proper grammar is used and that areas of confusion are minimized                                                                                                                                                                                                                                                                                                                                                                     | Housekeeping                              |

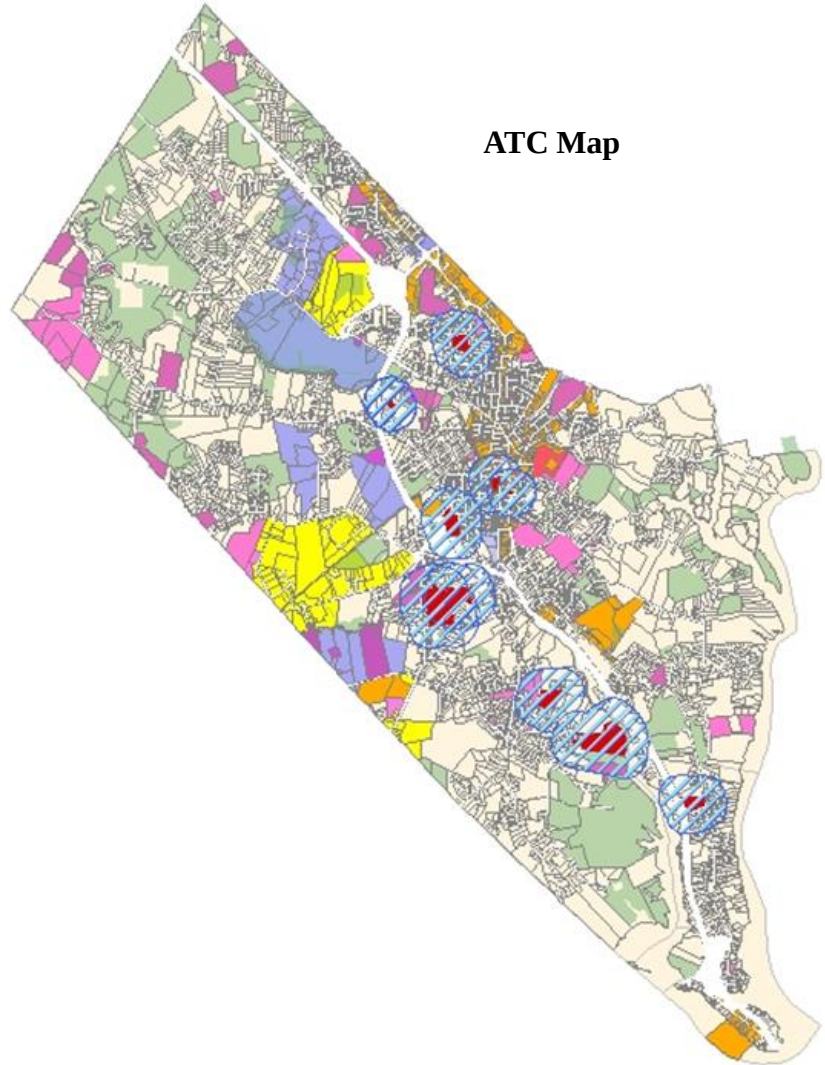


# Proposed Zoning Amendments

Heritage Residential (HR) District



## ATC Map



# Planning Board Public Hearing June 9, 2015

# How We Got Here:

- “Gateway Rezoning Study”
  - Resident’s requested that Silver Street area be rezoned with an eye towards character
- Planning Board subcommittee reviewed sign regs in 2014
- Housekeeping changes from Staff
- Getting out ahead of new State regulations allowing “Alternative Treatment Centers”
- Federal Floodplain Regulation Changes to ensure favorable Flood Insurance Rates
- Categories
  - Housekeeping
  - Build To Line Changes
  - Simplification
  - New Allowances
  - New Limitations
  - Federal Requirements
  - Area Rezoning

# Housekeeping Amendments

| #  | Intent                                                                                                                                             |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | To add a ground water protection zone around the Willand Pond Well, and revise the Smith and Cummings Well                                         |
| 16 | To remove the burden of annual applications for extraction operations (still requiring annual reporting)                                           |
| 18 | To reduce parking requirement overlap and confusion with Site Review Regulations (Chapter 149)                                                     |
| 19 | Update citation and violation language to conform with RSAs 31:39-d, 676:14, 676:15, 676:17, 676:17-a, and 676:17-b, to ensure proper enforcement. |
| 20 | To ensure proper grammar is used and that areas of confusion are minimized.                                                                        |

# Build To Line Amendments

| # | Intent                                                                                                                                         |
|---|------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | Allows build to line to be adjusted due to environmental constraints                                                                           |
| 4 | To create a sense of context where garages and accessory structures are located no closer to the road than the principle house, in urban areas |
| 5 | For R-12 District make the build to line a range, similar to R-20 district, 5-25' range                                                        |
| 6 | For RM-U district, to make it more uniform and less cumbersome for property owners to calculate                                                |
| 7 | To encourage contextual setbacks in the Central Business District – General sub-district                                                       |



# Simplification Amendments

| #  | Intent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9  | To provide sign advertising options to small business                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11 | To ensure industrial uses are modern and reflect economic trends                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13 | Remove architectural requirements restriction which does not appear in other mixed use small scale zones, from the CBD-Mixed Use                                                                                                                                                                                                                                                                                                                                                                                    |
| 17 | <p>Sign Regulation Changes:</p> <ul style="list-style-type: none"> <li>• Reduce permit requirements and streamline process</li> <li>• Limit illumination in downtown gateway zone to no later than 9 pm</li> <li>• Clarify/reduce Mill Motif requirements downtown (remove subjectivity)</li> <li>• Clarify temporary sign provisions, expanding allowances<br/>(add guidelines for non-profits, remove Mill Motif requirements in CBD)</li> <li>• Revise definitions of freestanding sign and sign area</li> </ul> |

# Additions/Limitations Amendments

| #  | Intent                                                                                                       |
|----|--------------------------------------------------------------------------------------------------------------|
|    | New Uses                                                                                                     |
| 9  | To provide temporary sign advertising options to small business downtown                                     |
| 12 | To create guidelines for the State endorsed Alternative Treatment Centers in the B-4 and I-2 Districts       |
|    | Limitations                                                                                                  |
| 8  | To create a height limit, where none exists, in the Central Business General sub - district, of 5 stories    |
| 10 | To create a cap on units to no more than 10 and add density limitation in the CBD- Downtown Gateway district |

# Federal/Area Rezone Amendments

| #  | Intent                                                                                                                    |
|----|---------------------------------------------------------------------------------------------------------------------------|
|    | Federal Requirement                                                                                                       |
| 15 | To comply with Federal requirements regarding new floodplain maps and strengthen requirements if building in a floodplain |
|    | Area                                                                                                                      |
| 3  | Create a Heritage Residential Zoning District as requested by abutters                                                    |

# ATC Statutory Criteria

- Statute includes two specific locational restrictions (RSA 126-X:8.II):
  - Not located in any residential district and
  - Not located within 1,000 feet of any school or drug free zone
  - Growing or dispensing is considered the same operation



# ATC Local Criteria

- Not located within one thousand (1,000) feet of the property line of a public or private elementary or secondary school or designated drug free school zone.
- Located in a permanent BUILDING (Drive-in services are prohibited)
- Hours of operation shall be limited to 9 am to 9 pm, Monday through Friday, and 10 am to 6 pm on Saturday and Sunday.
- Shall provide for the proper disposal of cannabis remnants or byproducts.
- The applicant shall provide a detailed narrative and floor plan, as well as any other relevant documentation, describing how the alternative treatment center shall be secured. The security plan shall be reviewed and approved by the City of Dover Police Department.
- The use of cannabis on the premises is prohibited.
- No emitting of cannabis related fumes, vapors or odors which can be smelled or otherwise perceived from beyond the lot lines of the property where the facility is located.

# Heritage Zoning

The proposal revises the zoning along Silver St and the Woodman Park area, based upon resident requests to create a district which promotes the heritage and character of the existing homes. Lots currently are in the RM-U and R-12 district



| Dimensional Requirements       | Low Density Residential (R-12) | Residential Multi-Family Urban (RM-U) | Heritage Residential (HR)    |
|--------------------------------|--------------------------------|---------------------------------------|------------------------------|
| Minimum Lot Size               | 12,000 square feet             | 10,000 square feet                    | 10,000 sf                    |
| Minimum Frontage               | 100 feet                       | 80 feet                               | 80 feet                      |
| Minimum Front Building Setback | Range (5'-25')                 | Avg within 250 feet<br>+- 5'          | Avg within 250 feet<br>+- 5' |
| Minimum Rear Building Setback  | 30 feet                        | 15 feet                               | 30 feet                      |
| Minimum Side Building Setback  | 15 feet                        | 15 feet                               | 15 feet                      |
| Maximum Coverage of a Lot      | 30 percent                     | 40 percent                            | 50 percent                   |
| Maximum Height                 | 35 feet                        | 40 feet                               | 40 feet                      |
| Density                        | 1 unit per 12,000 sf           | 1 unit per 10,000 sf                  | 1 unit per 10,000 sf         |

# Heritage Residential Permitted Uses

## In

- ACCESSORY DWELLING UNIT (R-12/RM-U)
- ADULT DAY CARE (RM-U)
- CHILD CARE HOME (R-12/RM-U)
- CONVERSION FROM 1 TO 2 UNITS (R-12/RM-U)\*
- CUSTOMARY HOME OCCUPATION (NEW)
- DWELLING, 2 FAMILY (R-12/RM-U)\*
- DWELLING, SINGLE FAMILY (R-12/RM-U)
- FARM ANIMALS (R-12/RM-U)
- PUBLIC RECREATION (R-12/RM-U)
- PUBLIC UTILITY (R-12/RM-U)
- ROADSIDE FARM STAND (R-12)

## Out

- ASSEMBLY HALL (R-12/RM-U)
- CONSERVATION LOT (R-12/RM-U)
- EDUCATIONAL INSTITUTION (R-12/RM-U)
- FARM (R-12)
- FUNERAL PARLOR (RM-U)
- ROOMING HOUSE (RM-U)
- BED AND BREAKFAST (R-12) (TO CUP)
- CHILD CARE FACILITY (R-12/RM-U) (TO CUP)

**\*New provision requires 2 family new construction or conversions to look like single family dwellings**

# Heritage Residential CUP Uses\*

## In

- BED AND BREAKFAST \*\*
- CHILD CARE FACILITY
- CONVERSION OF EXISTING TO 4 UNITS\*\*\*
- DWELLING, 3 TO 4 FAMILY\*\*\*
- ELDERLY ASSISTED CARE HOME (R-12)
- GROUP HOME FOR MINORS
- OFFICE (NEW)

## Out

- ASSISTED LIVING FACILITY
- BEAUTY AND BARBERSHOP
- CONGREGATE CARE FACILITY
- CONTINUING CARE COMMUNITY FACILITY
- NURSING HOME
- RETAIL STORE

**\* The requirements of 170-20.B(2) and (3) shall apply to all uses permitted by Conditional Use Permit**

**\*\*Silver Street Only**

**\*\*\* New provision requires 3-4 family new construction or conversions to look like single family dwellings**



# Heritage Zoning vs Historic District

## **Heritage**

- No additional review
- Promote character of homes/neighborhoods
- Guides change, reuse and reinvestment in the neighborhood
- Promotes adaptive reuse of existing structures for residential uses in a manner that also protects their historical and architectural character

## **Historic District**

- Regulatory Review Board
- Council must set up a design review board
- Board creates a district that is laid out and separate and distinct from other neighborhoods
- Standards are created by Board and enforced by City, through the Board and staff

# Floodplain Changes

## Additions

- New purpose statement, linking the ordinance to the National Flood Insurance Program
- Add requirement that structures be built two feet above the base flood level
- Updated standards for RVs in flood zones A & AE
- Updated Standards to determine Base Flood Elevation, in Zone A

## Replacements

- NGVD -> Mean Sea Level
- Wetlands Board -> Bureau
- Flood Level -> Elevation
- 100 year -> Base Flood
- Date of FIRM Maps 2005 - > 2015

# Floodplain Changes

## **Definition Changes**

- New definition of Base Flood Elevation, Building, Flood Insurance Study, Floodway, New Construction, Special Flood Hazard Area, Violation
- Update definitions of Area of Special Flood Hazard, Development, Historic Structure, Manufactured Home, Mean Sea Level, New Manufactured Home, Regulatory Floodway, Substantial Development, and water surface elevation
- Remove terms Breakaway Wall, Flood Boundary, Flood Elevation Study

# For More Information....

- **The full text is available:**
  - **On the City's Web Site:**  
<http://1.usa.gov/1dhEyC0>
  - **In the Planning Department and City Clerk's Office M-Th 8:30 am to 5:30 pm.**
  - **At the Public Library**
- **Please call 516-6008 with further questions.**
  - ◉ Blog: <http://dovernhplanning.tumblr.com/>
  - ◉ Facebook: [www.facebook.com/DoverNHPLanning](http://www.facebook.com/DoverNHPLanning)
  - ◉ Twitter: @DoverNHPlanning