

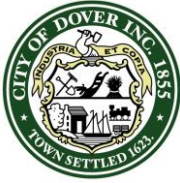
CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 12, 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**
 - A. APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS FOR DOVER HIGH SCHOOL PROJECT AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(CITY COUNCIL VOTE TO BE HELD ON AUGUST 26, 2015)
SPONSORED BY DEPUTY MAYOR CARRIER AND COUNCILOR GAGNON**
 - B. CHAPTER 170 – UPDATING THE DOVER ZONING ORDINANCE
SPONSORED BY COUNCILOR GARRISON, PLANNING BOARD REPRESENTATIVE**
 - C. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND VMD COMPANIES, LLC
SPONSORED BY MAYOR WESTON BY REQUEST**
- 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 15, 2015 – Special Meeting**
 - B. July 15, 2015 – Workshop Session**
 - C. July 22, 2015 – Regular Meeting**
 - D. July 29, 2015 – Workshop Session**
- 11. MAYOR'S REPORT**



CITY OF DOVER

CITY COUNCIL – AGENDA

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Meeting Date: **Wednesday, August 12, 2015**
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12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

- 1. CHAPTER 170 – UPDATING THE DOVER ZONING ORDINANCE
SPONSORED BY COUNCILOR GARRISON, PLANNING BOARD REPRESENTATIVE**

B. ORDINANCES IN THE 3RD READING

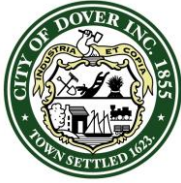
C. RESOLUTIONS

- 1. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
DOVER AND VMD COMPANIES, LLC
SPONSORED BY MAYOR WESTON BY REQUEST**

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RAFFLE – St. Thomas Episcopal Church**
- 2. B09064 PARKING METERS
SPONSORED BY MAYOR WESTON BY REQUEST**
- 3. B15079 ENGINEERING CONSULTANT FOR BRIDGE WORK
SPONSORED BY MAYOR WESTON BY REQUEST**
- 4. B15083 – 2015 INFILTRATION AND INFLOW REDUCTION
SPONSORED BY MAYOR WESTON BY REQUEST**
- 5. B98046 SCADA SYSTEM UPGRADES
SPONSORED BY MAYOR WESTON BY REQUEST**
- 6. VARIOUS SENIOR CENTER TRIPS
SPONSORED BY MAYOR WESTON BY REQUEST**



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 12, 2015**
Meeting Time: **7:00 pm**

COMMITTEE REPORTS

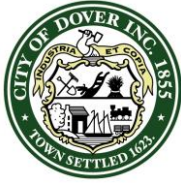
- | | |
|--|---|
| 1. School Board | 10. Pool Advisory Committee |
| 2. Planning Board | 11. Parking Commission |
| 3. Appointments Committee | 12. Ordinance Committee |
| 4. Recreation Advisory Board | 13. Police and Parking Facility Building Committee |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School 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 | |

B. RESOLUTIONS

- 1. NHDES STUDY GRANT FOR BOUCHARD AND HUGHES WELLS**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. COCHECO RIVER SONDE DEPLOYMENT & DOVER WWTP IMPACT STUDY**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. MEMORANDUM OF UNDERSTANDING HUBER TECHNOLOGIES INC**
SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING

- 14. COUNCIL CORRESPONDENCE**
- 15. COUNCIL MATTERS OF INTEREST**
- 16. ADJOURNMENT**



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.A.
Public Hearing Only**

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

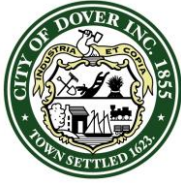
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The amount of Forty-Nine Million Seven Hundred Thousand Dollars (\$49,700,000) is hereby appropriated for the Dover High School improvements project with estimated useful lives in excess of the length indicated:

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#: 7.A.
Public Hearing Only**

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

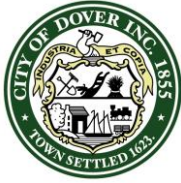
DOCUMENT HISTORY:

First Reading Date: 07/22/2015
Approved Date:

Public Hearing Date: 08/12/2015
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#: 7.A.
Public Hearing Only**

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.

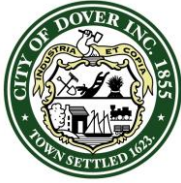
The Joint Building Committee's recommendation for Dover High School and Regional Career Technical Center project is estimated to cost \$86,500,000. The City Council adopted the FY16 CIP and related Authorization for Bonding on November 12, 2014, which included \$23,300,000 for Dover High School and Regional 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.

Description	School
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#: 7.A.
Public Hearing Only**

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:

Description	School
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
Proposed \$73M Bond	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)
City Taxable Assessed Value	2,771,031,820.00											
Average Residential Assessed Value	231,321.00											
Average Commercial Assessed Value	771,037.00											

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
Proposed \$73M Bond	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)
City Taxable Assessed Value	2,771,031,820.00											
Average Residential Assessed Value	231,321.00											
Average Commercial Assessed Value	771,037.00											

City of Dover
Proposed DHS/CTC Project
Wrapping Debt Repayment

July 14, 2015

		FY37	FY38	FY39	FY40	FY41	Total
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
Proposed \$73M Bond	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)	
City Taxable Assessed Value	2,771,031,820.00						
Average Residential Assessed Value	231,321.00						
Average Commercial Assessed Value	771,037.00						



THE CITY MANAGER'S REPORT

August 12, 2015

Month Reporting on: July 2015

*"In order to carry a positive action we must
develop here a positive vision."*

Dalai Lama

J. Michael Joyal, Jr.
City Manager

Legal Department

by Anthony Blenkinsop

The Office of General Legal Counsel provides legal support to the City Council, City Manager, city staff and volunteers on boards, commissions and committees of the City of Dover to assist efforts in providing services to our constituents and/or customers. In addition, legal support is also provided to the Dover School Board and Superintendent of Schools.

Right to Know Requests, pursuant to RSA 91-A

- Dover, NH – Total Dover City Income for last fiscal year; debt to income ratio.
- Rochester, NH – 2 requests for Agenda Materials for meetings between 07.08.2015 and 08.08.2015
- Portsmouth, NH – First Street Development Project occupancy permits

Assistance to City Departments and/or Offices

City Council: Drafting/review of resolutions and ordinances;

Executive: Lobbyists inquiry; Medical Marijuana Distribution Center location

City Manager: Review of documents for signature, 91-A requests; resolutions;

Community Services: Tolend Road; McConnell Center Leases; Trash removal invoices; Pool liability insurance; Use & Occupancy Agreement; Tree Cutting; Willand Pond Grant

Finance: Liens, Discharges, bankruptcies; Charter Amendment Petitions; Cocheco River Dredge Cell; FY16 HHW Grant Contract

Police: Ordinances

Planning: TAP Project; Cell tower; Railroad Crossing Agreement; Mast Road Development

School District: Right to Know, JBC

Welfare: Contract Review

Information Technology: LexisNexis Contract

DBIDA: Quorum requirement; Development project

Police: Planned protest; School Resource Officer MOU; Chronic Meter Violations; Memorandum of Agreement

Library: Cochecho Arts Festival waiver

Litigation:

Kelley's Row, et al v. First Street at Garrison et al – continued monitoring of case including filing of cross-claims against City by First Street at Garrison, LLC, Riparia First Street, LLC, and DeStefano & Associates, Inc.

Clay v. City of Dover – filed Objection to Petitioner's Motion to Reconsider

City v. Nathaniel Figuers –Service made on Mr. Figuers – hearing date in August

Karl Leinsing v. City – Filed an Answer to Petition to Appeal re: ZBA

City v. Joel Bernier – Received Notice of Default

The use of outside counsel to handle specialty matters continues and consists of environmental matters and labor negotiations. There are a small number of attorneys hired on a variety of smaller matters.

	For Month	FY16	FY15	FY14
Legal Matters/ Questions Handled	25	25	276	251
Document Creation/Review	18	18	180	175
Right to Know Requests Processed	4	4	103	78
Resolutions	5	5	54	48
Ordinances	1	1	21	14

Economic Development

by Dan Barufaldi

Summary:

Business conditions are stable or improving overall. Retail contacts report sales increases from moderate to large. Revenue growth is moderate to strong among consulting and advertising contacts except for one economic analysis firm. Manufacturers were mostly strong except where the stronger dollar impinged on export sales. No major upward price pressures are in evidence currently. Labor market tightness is evident for experienced retailers, high tech workers and some professional positions. Both commercial and residential rent growth is being experienced locally. Investment property prices are rising. Single family home sales are increasing locally as inventory becomes available. Condo sales and prices are up. Virtually all sectors expressed confidence in a positive outlook with the one caveat being the uncertainty over the potential for rising interest costs. Locally, four commercial new builds are underway and a dearth of commercial buildings in the 30,000sf range will soon cause more to be built. The current Dover unemployment rate is 3.0 %.

Selected Business Services:

Demand for consulting and advertising is up strongly over last year at this time. Software and IT services providers report flattening demand through Q2 and some local firms in this sector have stopped adding headcount. Year-over-year growth for a few local firms in this sector, have sales up 15% in the last quarter. Services to the healthcare sector have recently

increased as walk-in convenient care centers are being added. Wages, while up significantly in critical skill areas, remain just above inflation, as do prices. Uncertainty regarding the Affordable Care Act, the slowing Chinese economy/housing bubble, and the economic effects of Middle Eastern wars and the Ukraine/Russia situation effect on the European economies, as well as the Greek economy failure potential continues to produce a prevailing air of caution in this and several other sectors with real local economic effect. The Russian ruble has lost over 40% against the US dollar and the Russian economy is projecting a recession in 2015. Local walk-in healthcare centers are hiring strongly as these in demand skill sets become available.

Business from new work crews at the Pease Airport for KC46 tanker fleet hangars and support facilities as well as crews from the shipyard for submarine rehab coupled with 42 Bus Tours.

Commercial Real Estate:

Commercial real estate sales activity was unchanged over the month regionally with sustained strength in the local, Boston and Portland markets. Demand locally has remained positive with several local multifamily investment projects coming to fruition. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong. Leasing fundamentals maintained a moderate pace of improvement in recent weeks, consistent with minimal-to-slow employment growth. A small amount of speculative office construction as part of mixed use building is now being done. The lending environment remains highly favorable to borrowers, with historically low, slowly rising interest rates and increasingly looser standards. Abundant investment capital continues to flow into commercial lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. The projected end of "quantitative easing" over

time was beginning to trigger a gradual rise in interest rates. The latest expectation of the Fed will extend the current interest rate through year end. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains at a very healthy pace with local inventory in this category rising rapidly. The outlook remains cautiously optimistic across the region. Forecasts call for more slow improvement in fundamentals moving forward, pending steady (if slow) employment growth. Fiscal policy and uncertainty around the business and employment effects of the ACA and Medicaid expansion costs are producing uncertainty at both the state and federal levels and this is mentioned by some as a down side risk to employment growth that produces improvement in leasing and construction activity. The Chinese economy has slowed somewhat. The recent upheaval in Greece, Iraq and Syria, Ukraine and Russia and the effects it will cause in world-wide markets and economies is a growing uncertainty and concern. Crude oil at the moment has rallied from \$50 to \$55. The Chinese housing bubble and economic slowdown are often mentioned. It is not clear that management by government intervention is working so far. Automotive car, truck and parts suppliers have been doing well. Pickup truck sales are at an all-time high. Firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most state the higher levels are due to more new product introductions and are not concerned about current inventory levels. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth remain modest except for select scarce high demand skill sets. Some major capital spending projects are underway and some about to be announced. Three manufacturing buildings in Enterprise Park are available with two of the buildings about to be sold or leased. A number of other commercial projects are currently underway or about to be underway during

this building season. Outlook for the balance of the year remains positive.

Residential Real Estate:

Home buyer confidence is up. Completed sales of single family homes increased year-over-year through May and beyond. Low inventory levels locally are still thought to be limiting sales, but appear to be easing somewhat as rising prices are convincing sellers to put homes on the market before interest rates get too high. Median selling prices continue to rise locally. Condo sales though mixed regionally, are up locally as well, as is condo pricing and pending sales. Closed unit sales of both single family homes and condominiums declined slightly year-over-year but price increases evened the dollar sales figures for the period. Sales and prices are increasing in the short term. Scarce inventory is having some effect in the NH decline in this category, as the late emergence from severe weather to start the building season. A recent conversation with a motivated home buyer in Dover indicated that despite offering up to \$20,000 above the list price, they lost out to buyers offering more. Condo sales, in moderate decline for several quarters, have begun to improve. Median sale prices in NH and in Dover increased again in the period. Pending sales suggest the market for single family houses and condos are off to a good start in 2015 while slowing recently in the short term due to lack of inventory. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q3 and Q4, 2014 depressed near-term sales. Sale prices and rental rates in Dover that continued to rise over the last year and had begun to flatten somewhat are now on the rise again.

Manufacturing & Related Services:

Manufacturers are now reporting some modest sustained strength in sales and

improved year over year profits. A few local manufacturers are reporting lower sales than the same period a year ago due to a falloff in export sales due to the strong U.S. dollar. Exporters to both Europe and China are concerned with the macro-economics they're seeing in both markets. The Chinese economy has slowed somewhat. The recent upheaval in Greece, Iraq and Syria, Ukraine and Russia and the effects it will cause in world-wide markets and economies is a growing uncertainty and concern. Crude oil at the moment has rallied from \$50 to \$55. The Chinese housing bubble and economic slowdown are often mentioned. It is not clear that management by government intervention is working so far. Automotive car, truck and parts suppliers have been doing well. Pickup truck sales are at an all-time high. Firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most state the higher levels are due to more new product introductions and are not concerned about current inventory levels. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth remain modest except for select scarce high demand skill sets. Some major capital spending projects are underway and some about to be announced. Two manufacturing buildings in Enterprise Park are available with one of the buildings about to be sold or leased. A number of other commercial projects are currently underway or about to be underway during this building season. Outlook for the balance of the year remains positive. Price pressures remain moderate except for rare metals sourced in Russia. Most recently energy prices have increased slightly. Suppliers to the military are seeing new orders rise. Regional manufacturers are guardedly optimistic. Most recently energy prices have increased slightly. Suppliers to the military are seeing new orders rise. Regional manufacturers are guardedly optimistic.

Retail & Tourism:

Retailers contacted for this period report comparable store sales ranging from plus 1.0% to up by 11.0% year-over-year. The recent fall off in gasoline prices has increased disposable income and is enhancing retail and tourism revenues slightly in the short term, particularly in casual apparel sales. Sales of household items and home improvement goods are selling well. Prices are up slightly (2-3%) despite advertised sales. Inventories appear well controlled and diminishing. Hotel revenues continue at an improved rate according to the latest contacts with the major hospitality groups. Regional restaurant activity is mixed with some doing exceedingly well and a few struggling with outmoded business models and older facilities in the face of new more competitive arrivals. Local museum attendance has improved recently. Local hotels are projecting a 7% revenue increase for 2015 over 2014, largely through increased room rates and some volume increase. Pease Airport and Shipyard increased activities scheduled in this year have enhanced local hotel occupancies for the last several months and are expected to continue over the next years.

Staffing Services:

Business conditions in this industry sector have declined in the last three months with the exception of the healthcare sector and other technical mid-level and high-level skill sets. Year-over-year growth is still expected between 4% and 20% depending on the industry sector being served. Labor demand has been strong in IT and, software until very recently. Aerospace, nursing, electronics, engineering, quality assurance techs and legal skills demand remain strong. Most recently, experienced retail sales people are in tight supply. Most firms in the field have added to headcount

with wages and prices remaining flat. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the onset of the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost. Overall the sector is optimistic and expecting high single digit growth over the next two quarters and beyond.

* NOTE: Non-local content contains excerpts from the Federal Reserve Beige Book-Boston.

Local Major Development Projects:

- First street Development
- McIntosh properties Development
- Yacht Club Development
- Stonewall Kitchens Development
- Brazonics Development
- Rand-Whitney Development
- Dover Parking Garage
- Dover Police Station
- Well over \$100,000,000 in Dover development underway.

FY 2016-2019

STRATEGIC INTENTIONS

APPROVED JUNE 17, 2015



Prepared by:

**Dover Business and Industrial
Development Authority**

For:

***The City of Dover
And the Director of Business
Development***

Our Vision

We aspire to provide the city of Dover, NH quality economic development solutions to assure superb quality of living while preserving its unique heritage.

Our Mission guides our aspiration

Our mission is to facilitate and encourage sustainable economic growth within the community of Dover.

We provide the leadership and coordination necessary to foster business development that provides quality of place, life and fiscal health.

In carrying out our Mission we will be known for:

The leading champion and advocate for assuring that Dover's economic development is robust and enduring.

By Being:

- **Responsive and responsible**
- **Innovative and forward-looking**
- **Approachable and transparent**
- **Committed to high standards of performance**

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During the next 24 to 36 months, we commit to focusing our collective efforts and available resources on the following three areas of strategic intentions:

1. Growth and Positioning:

A. We intend to increase the commercial tax rate-able base in Dover:

IN A WAY THAT attracts advanced manufacturing, healthcare and other growth industries SO THAT the long-term expansion of the tax rate-able base is realized.

Supporting Tactics; In order to carry-out this strategic intention:

WE NEED TO:

1. Identify and initiate the conversion of some residentially zoned properties to commercial/industrial or mixed-use zones. The ultimate desire of the City Council is to reach 40% commercial and 60% residential tax rate-able base.
 - Time frame to present findings to the City Council: **YEAR ONE**

HOW:

- a. The Director, with at least two board members, will review tax maps with the City Planner's to identify potential conversion properties.
 - b. The Director with input from the board will prioritize the number and size of properties for proposed rezoning.
 - c. The Board will present selected properties to the City Council for rezoning consideration presented sequentially, one ward at a time.
2. Work to expand healthcare related businesses to actively facilitate their relocation to Dover.
 - Time frame to present to the board: YEAR TWO-THREE

HOW:

- a. The Director with at least two board members will monitor and make contact with the healthcare industry. Their objective is to examine and better understand the landscape of the healthcare industry.
- b. The Director, with the two board members, will present the information gathered to the board to develop a plan for implementation.

3. Take an active role in business retention by assisting existing businesses to overcome challenges by education and awareness. Understanding that the business must be receptive to outside assistance.
 - Time frame for implementation is immediate and on-going: YEAR ONE-THREE

HOW:

- a. The Director, with the **entire** board's participation, will make periodic visits to local businesses. These visits are intended to gather input and feedback as to how the city and DBIDA can be more active partners.
4. Find and purchase a large enough parcel of property or multiple smaller properties, as available to begin Enterprise Park II development.
 - Time frame to present to the board: YEAR THREE

HOW:

- a. The Director with assistance from staff and board members will continue to identify acceptable parcels of land suitable for development.
- b. The Director with the board will select the most suitable parcels and initiate acquisition.
5. Identify developers who may be interested in other downtown infill properties and get projects started.
 - Time frame: YEAR ONE-TWO

HOW:

- a. The Director with the entire board will monitor the Third Street RFP project.
- b. The Orchard Street lot will be considered once the police/parking garage is completed.

B. We intend to direct commercial and economic development to position Dover for sustainable, quality job growth:

IN A WAY THAT attracts companies and helps existing companies expand SO THAT we maximize local job opportunities.

Supporting Tactics: In order to carry-out this strategic intention:

WE NEED TO:

1. Focus our activities on maintaining a balance among residential, business, recreation and hospitality sectors.

2. Continue to update and invest in outreach and promotional activities by producing updated literature and publications.
3. Work with businesses and the City Council to consider incentives for businesses to move to and stay in Dover.
4. Sustain a vibrant downtown to provide a “work, stay, play” culture for all generations.
5. Work with local schools, colleges and community organizations in the region to insure a workforce for the future.
6. Continue to support public transportation expansion and transit to and from the area.

2. Operational Focus

A. We intend to guide the city council/appointments committee in the selection of future board members to insure a balance of skills in membership:

IN A WAY THAT is clear to the committee that the Board believes in the importance of skilled members SO THAT they continue to trust our judgment and seek our input.

Supporting Tactics: In order to carry-out this strategic intention:

WE NEED TO:

1. Actively seek members of the community who have the skill sets, experience, resources and contacts to sustain an appropriate balance on the existing board while ensuring the availability of Board vacancies from time to time to accomplish this.
 - Time frame is on-going: YEAR ONE-THREE

HOW:

- a. By complying with the DBIDA by-laws at all times.
 - b. By actively networking through current board members and community connections.
 - c. By requiring active participation and maintaining term limits when necessary.
2. Actively review the strategic intentions at regular intervals so it is clear that the Board is providing guidance and direction to the Director.

- Time frame: YEAR ONE-THREE

HOW:

- a. Board members should communicate with the Director as needs, issues or opportunities arise.
 - b. Engage board members in DIBDA's Mission and Strategic Intentions by educating and refreshing board members periodically.
3. Expand our role to include more outreach to businesses. Provide business cards for each Board member so there is a working/consultative partnership.
 - Time frame is on-going: YEAR ONE-THREE

HOW:

- a. By assigning the task of visitations to each board member throughout their tenure. Visitations should be done periodically to include the Director as well as other city officials.
- b. By obtaining copies of recently submitted permit applications and completed certificate of occupancy permits from the Inspections Manager so that follow up visits and interviews can be done.

B. We intend to continue to clarify and refine consistent direction and focus of the Directors' role to accomplish DBIDA strategies, tactics and objectives: IN A WAY THAT doesn't interfere with the Director's ability to accomplish goals SO THAT effectiveness is not compromised.

Supporting Tactics: In order to carry-out this strategic intention:

WE NEED TO:

1. Work with the Director closely to identify where time is spent and help decide where resources are best utilized.
 - Time frame is on-going: YEAR ONE-THREE

HOW:

- a. By hiring an administrative assistant to assist with clerical work.
- b. Consider an Assistant Director position for future transitioning purposes adding immediate value and assistance to the current Director.

C. We intend to continue to communicate, explain, promote and reinforce Dover's reputation as an appealing place to be, live, work and play:

IN A WAY THAT places Dover's success and potential in the public view SO THAT our activities gain more recognition and support.

Supporting Tactics: In order to carry-out this strategic intention:

WE NEED TO:

1. Invest in marketing campaigns, literature and signage.
 - Time frame: YEAR ONE-THREE

HOW:

- a. Consider investing in a marketing firm.
 - b. Continue to update all literature and publications that have been printed or established more than 2 years ago.
2. Continue to connect, communicate and interact with other local groups that have similar goals.
 - Time frame on-going: YEAR ONE-THREE

HOW:

- a. Assign one or two board members to follow local groups with similar goals and to attend functions, reporting back to the board.
3. Work with the media to publish, promote and showcase local company achievements and awards.
 - Time frame on-going: YEAR ONE-THREE

HOW:

- a. Assign or seek a new board member who has these skills and who could coordinate and work directly with the media on a regular basis.
 - b. An administrative assistant who has good writing skills would be instrumental in submitting articles for print to the local newspaper outlets.
4. *Consider* changing the DBIDA name.

3. Financial Imperatives

A. It is imperative that we have the financial flexibility to capture potential development opportunities as they arise:

IN A WAY THAT requisite funding is granted SO THAT opportunities are not missed.

Supporting Tactics: In order to carry-out this strategic intention:

WE NEED TO:

1. Continue to manage the current DBIDA expenses within budget as approved by City Council.
 - Time frame on-going: YEAR ONE-THREE
2. Identify the annual commercial tax ratable increase in order to measure progress.
 - Time frame: YEAR ONE-THREE
3. Emphasize the need to increase the DBIDA budget by demonstrating examples of Return on Investment (ROI).
 - Time frame: YEAR ONE-THREE

HOW:

- a. Assign a board member with the requisite financial skills the task of putting together ROI information. This could then be reported to the city council on a periodic basis to build the case for increased budget allocations.
4. When appropriate, communicate what “Doing more with more” means and “Saving our way to prosperity” is not a viable strategy for long term success!!

Total Permits Issued: July 2015

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
14-371	DOUBLE DIAMOND HOLDINGS	279	LOCUST STREET	INT. OFFICE RENO., AGILITY INC.	C	15	21-22	22500	250
15-213	CHINBURG BUILDERS	383	CENTRAL AVENUE	OFFICE RENO. (MILL 3, WND FLR, SOUT	C	2	37A	160000	1625
15-226	JOHN FLYNN INSURANCE	818	CENTRAL AVENUE	REPLACE ENTRANCE RAMP AND DECK	C	37	34A	4000	65
15-230	ANNUNCIATION GREEK ORTH	221	LONG HILL ROAD	CONST./INSTALL A STORAGE SHED	C	A	18D	4000	65
15-250	600 CENTRAL LLC	600	CENTRAL AVENUE	INT. RENOV. OF OFFICE AND DWELLING	C	30	126	65000	675
15-260	CITY OF DOVER	50	GARRISON ROAD	REMOV. & REPLCE ROOF COVERING	C	I	2G	480000	0
15-251	DIOCESE OF NH	197	DOVER POINT ROAD	RENOVATE/REMODEL THE BOYS LOCK	E	L	15	101000	1035
14-218	HAAS	401	OLD GARRISON ROAD	CONST. A ONE-STORY SIDE ADD. ONTO	R	J	19I-1	29000	315
15-094	SHACHAR	98	THREE RIVERS FARM ROAD	NEW CONST. SFD W/AT. GARAGE AND I	R	N	3-3	1275000	12775
15-095	MONUMENT GARDEN LLC	11	LILAC LANE	EXT. RENO. (ROOFING, ENTRYWAY, ET	R	H	35D	80000	825
15-129	DEVOY	18	ROSANNA DRIVE	FINISH BASEMENT FOR ADD. LIVING AR	R	I	3-0-6	32000	345
15-193	ESTES	31	FOSTERS DRIVE	NEW CONST. SFD W/ATT. GARAGE	R	L	89B-5	645000	6475
15-208	LILAC GARDENS	9	LILAC LANE	EXTERIOR RENOVATIONS	R	H	35D	80000	825
15-221	MCDONOUGH	29	BOSTON HARBOR ROAD	INSTALL A RECREATIONAL DOCK	R	7	13A	10000	125
15-222	PETTIS	8	FEDERAL STREET	DEMO A SFD	R	20	90	0	50
15-223	PETER MICHAUD	93	BELKNAP STREET	REPLACE A DECK & STAIRS OF FRONT	R	12	119	8500	115
15-224	CLEOPATRIA NOMINEE TRUS	29	COTE DRIVE	REPAIR SHED, CONST. A SHED ADDITIO	R	L	58V	3400	65
15-225	HILL	144	FOURTH STREET	CONST. A SIDE PORCH ADDITION	R	32	15C	2000	45
15-229	SYLVESTER	9	PEARSON DRIVE	REMODEL THE KITCHEN	R	L	46C	25000	275
15-232	WITHOP	8	LANDING WAY	REPLACE FRONT PORCH ROOF & FRON	R	L	951N	10000	125
15-233	DURANT	11	PARSONS LANE	REMODEL A SFD	R	A	36-5	60000	625
15-235	DUFFY	161	SILVER STREET	CONST. A REAR ACCESSIBEL BATHROO	R	11	5	10000	125

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
15-236	ANSELL, III	4	GOLD POST ROAD	INSTALL AN ABOVE GROUND SWIM PO	R	I	102B	2200	55
15-237	ALLARD	70	OLD ROCHESTER ROAD	CONST. A FRONT DECK ADD. & STAIRW	R	A-1	J	2000	45
15-238	ROUILLARD	4	OLD STAGE ROAD	CONST. A 2-STORY SIDE ADDITION, KIT	R	G	36	32000	345
15-239	RIVER VALLEY DEVELOPMEN	65	CHILDS DRIVE	NEW CONST. SFD WITH ATT. GARAGE	R	N	8A-M	229000	2315
15-240	DEINSTADT	5	OLD STAGE ROAD	REPAIR CONCRETE FOUNDATION	R	F	34B	14000	165
15-241	DUNN	7	RICHARDSON DRIVE	RENOV./REPAIR WATER DAMAGED FINI	R	F	34U	12500	150
15-244	NILSEN	111	MOUNT VERNON STREET	NEW CONST. SFD W/ATT. GARAGE	r	29	13	244500	2475
15-246	ARAKELIAN	26	LILLIANS LANE	CONST. A 3RD FLR EGRESS BALCONY,	R	L	40-16	20000	225
15-247	EYRING	49	PARK STREET	CONST. A BATHROOM W/IN A BDRM AR	R	27	124A	9000	135
15-248	WILLIAMS	122	DOVER NECK ROAD	ADD. & RENO. OF A SFD	R	M	95D	444000	4465
15-249	SANJUAN	119	DURHAM ROAD	INSTSALL A 10' X 12' STORAGE SHED	R	H	6X	3500	65
15-252	MEROFF	132	GROVE STREET	EST. A CUSTOMARY HOME OCCUPATIO	R	21	79A	0	30
15-253	GIFFORD	306A	DOVER POINT ROAD	CONST. A STORAGE SHED	R	L	111-C	12000	145
15-256	BLOMSTROM	8	CANNEY LANE	INSTALL AN INGROUND SWIMMING PO	R	M	83-11	22800	255
15-258	JOHN R. CALARCO	34	CUSHING STREET	CONST. / INSTALL 1ST FLR BATHROOM	R	10	83	15000	175
15-263	SOREBSEN	4	SHADY LANE	REPLACE DRYWALL, INSTALL ROOF IN	R	I	78E	15000	175
15-264	MORRISON, JR.	5	EMERALD LANE	FINISH LOWER LEVEL FOR ADD. LIVING	R	F	22A-2	20000	225
15-270	PETER BIXBY	69	GLENWOOD AVENUE	REMODEL KITCHEN AND DINING AREA	R	D	21	35000	375
15-262	BROUGH	240	OLD GARRISON ROAD	INSTALL A STROAGE SHED	Rr	j	5	1600	55

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 41

Total Construction Value: \$4,240,500.00

Total Fees Collected: \$38,700.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	0	Change of Use	0
Commercial Renovations	9	Commercial	0
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	0	Industrial	0
Industrial	0	Renovations	6
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	0
Single Family Dwelling	4	Single Family Dwellings	1
Renovations Dwelling Unit	27	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	1		
Accessory Dwelling Unit	0		
Total			7

PLANNING BOARD APPROVED PROJECTS

NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	L0T	EXPIRATION DATE	SCHOOL	Students**
Code	H = Homes	A = Apts.	C = Condos											
Multi-Family:														
Yacht Club	Portland Ave	A	19	19	0	12/23/2014	10/14/2014	Site	P14-45	24	104	12/23/2019	H	2.09
Bradley Commons	Central Ave	A	47	0	47		9/23/2014	Site	P14-34	27	2/3		H	5.17
First Street @ Garrison	First Street	A	32	32	0	6/12/2014	2/25/2014	Site	P14-03	6	3	6/12/2019	H	3.52
First Rate Realty	Silver/Central	A	16	16	0	9/24/2013	6/25/2013	Site	P13-20	12	28	9/24/2018	W	1.76
Field and Foster	Central Ave	A	18	18	0	2/11/2014	11/12/2013	2/13/2014	P13-60	3	42	2/11/2019	H	1.98
Cochecho Falls Mills	Central Ave	A	120	74	46	12/20/2011	11/28/2011	Site	P11-60	3	3	12/20/2015	H	13.2
Sherman School	School Street	C	48	0	48	9/27/2011	10/26/2010	Site	P10-39	3	10	9/27/2016	G	7.68
Paolini	Clancy Drive	C	12	12	0	1/9/2014	10/22/2013	Site	P13-37	1	12	1/9/2019	G	1.92
Lilac Gardens	Lilac Ln	A	120	120	0	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			432	291	141									50.52
Subdivisions:														
Kelly Brook Meadows	Old Stage Road	H	9	6	3	4/29/2014	3/25/2014	5/9/2014	P14-01	G	36	4/29/2019	W	3.33
Foster's Way	Fosters Dr	H	5	2	3	9/17/2014	12/17/2013		P13-49	L	89-1	9/17/2019	G	1.85
Kemen	Sixth St	H	1	0	1	4/29/2014	8/27/2013	5/1/2014	P13-43	B	1D	4/29/2019	H	0.37
Child's Subdivision	Childs Dr	H	20	12	8	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	7.4
Fresian Drive	Arch St	H	11	2	9	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	4.07
Tidewater Farm	Winterberry Dr	H	7	7	0	6/16/2011	4/26/2011	6/20/2011	P10-51	N	8	6/16/2016	H	2.59
Labrador Woods	Labrador Dr	H	9	6	3	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	3.33
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7
Harbor Hills	Shore Rd	H	16	12	4	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.92
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	4	5	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	G	3.33
Picnic Rock	Back River Rd	H	21	7	14	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	9	1	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Pacific Landing	Pacific/Nye	H	15	14	1	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	49	23	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64
StoneCroft	Carriage Hill Ln	H	11	9	2	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	27	5	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Emerald Woods I & II	Emerald Ln	H	25	21	4	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48
Cornerstone Crossing III	Conerstone Dr	H	18	17	1	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
Total: Single Family			305	215	90									112.85
TOTAL APPROVED UNITS			737	506	231									163
Elderly:														
Pointe Place	Pointe Place	H	33	0	33		11/19/2014		P14-77	K	19		G	
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	62	55	7	7/2/2008	3/13/2007		P06-55	M	4	7/2/2011	G	
Arbor Woods	Cielo Dr	H	63	42	27	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			158	97	67									
APPROVED + ELDERLY			895	603	298									163

* Built or permit issued and unit under construction

** Students are estimated based upon Impact Fee multipliers. THERE IS NO GUARANTEE TO THESE NUMBERS
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PO Report
July 2015

DAC	PO Date	PO No.	Vendor Name	Amount
Community Services Department	07/04/2015	201506035	WRIGHT-PIERCE	\$5,070.00
Recreation	07/04/2015	201504367	WETECH	\$5,120.00
Recreation	07/04/2015	201500727	FILLION ASSOCIATES	\$5,184.00
Community Services Department	07/07/2015	201600133	JOHN HOADLEY AND SONS, INC.	\$5,249.72
Executive	07/16/2015	201600425	COMCAST	\$5,294.30
Executive	07/04/2015	201504001	RANSMEIER & SPELLMAN, P.C.	\$5,534.41
Community Services Department	07/07/2015	201600130	WASTEQUIP MANUFACTURING CO., LLC.	\$5,550.00
Community Services Department	07/04/2015	201511907	WASTEQUIP MANUFACTURING CO., LLC.	\$5,550.00
Recreation	07/29/2015	201600761	DF RICHARD, INC.	\$5,736.50
Community Services Department	07/07/2015	201600129	DIRIGO WASTE OIL, LLC.	\$5,855.00
Recreation	07/04/2015	201512138	MARTINEAU ELECTRIC, INC.	\$5,946.70
Community Services Department	07/04/2015	201504485	PISCATAQUA LANDSCAPING & TREE SERVICE	\$6,068.40
Community Services Department	07/04/2015	201512086	SETRONICS CORP	\$6,180.00
Recreation	07/29/2015	201600762	CITY OF DOVER-GENERAL FUND	\$6,240.00
Executive	07/08/2015	201600155	PERCUSSION SOFTWARE, INC.	\$6,270.42
Fire and Rescue	07/04/2015	201512076	J.E. WEINEL, INC.	\$6,372.76
Community Services Department	07/04/2015	201510199	GREATVIEW LANDSCAPE CO., LLC	\$6,400.00
Planning	07/04/2015	201413189	STRAFFORD CAP-CDBG GRANTS & SUBSIDYS	\$6,475.88
Community Services Department	07/14/2015	201600222	BADGER METER INC	\$6,600.00
Community Services Department	07/20/2015	201600502	GEOSPHERE ENVIRONMENTAL MANAGEMENT, INC.	\$7,124.00
City Finance Office	07/30/2015	201600824	WILLDAN FINANCIAL SERVICES	\$7,200.00
Fire and Rescue	07/08/2015	201600151	SEACOAST CHIEF FIRE OFFICERS	\$7,610.90
Community Services Department	07/04/2015	201508203	NORRIS INC	\$7,647.00
City Finance Office	07/08/2015	201600148	CANNON SOLUTIONS AMERICA, INC.	\$8,210.00
Executive	07/04/2015	201511881	LAW OFFICE OF MARK P. HODGDON, P.L.L.C.	\$8,500.00
Executive	07/04/2015	201510260	ACCESS AV	\$8,613.00
Recreation	07/04/2015	201510295	HOGAN FLOORING, LLC.	\$9,036.64
Community Services Department	07/04/2015	201511725	NEW ENGLAND WATER DISTRIBUTION SRVS, LLC	\$9,060.00
Tax Assessment	07/02/2015	201600028	TYLER TECHNOLOGIES, INC.	\$9,100.00
City Finance Office	07/08/2015	201600146	BAYRING COMMUNICATIONS	\$9,227.13
City Finance Office	07/02/2015	201600027	FAIRPOINT COMMUNICATIONS, INC.	\$9,531.60
Fire and Rescue	07/29/2015	201600724	DF RICHARD, INC.	\$9,536.00
Community Services Department	07/28/2015	201600699	JP TOWLE CONSTRUCTION CORP	\$9,667.50
Planning	07/04/2015	201404575	TRIANGLE CLUB, INC.	\$9,740.74
Community Services Department	07/04/2015	201507096	DUKES ROOT CONTROL, INC.	\$9,755.20
Community Services Department	07/04/2015	201512085	SETRONICS CORP	\$9,880.00
Police	07/06/2015	201600037	2 WAY COMMUNICATIONS SERVICE, INC.	\$10,112.00
Community Services Department	07/04/2015	201511724	VELLANO CORPORATION (THE)	\$10,300.00
Community Services Department	07/04/2015	201511207	SWEETSER FARMS, INC.	\$10,344.98
Community Services Department	07/28/2015	201600701	SHOEM ROADWAY SERVICES, LLC.	\$10,625.00
Community Services Department	07/04/2015	201512226	NORTH COUNTRY TRACTOR, INC.	\$10,745.73
Community Services Department	07/04/2015	201305174	HDR ENGINEERING, INC.	\$11,495.70
Public Welfare Department	07/15/2015	201600309	COMMUNITY ACTION PARTNERSHIP STRAFFORD	\$11,500.00
City Clerk Tax Collection	07/14/2015	201600266	NEW HAMPSHIRE PRINT & MAIL SERVICES	\$11,630.00
Community Services Department	07/04/2015	201510297	GROUND'S GUYS, LLC., (THE)	\$12,150.00
Executive	07/21/2015	201600576	NATIONAL RESEARCH CENTER, INC	\$12,510.00
Community Services Department	07/20/2015	201600501	SHOEM ROADWAY SERVICES, LLC.	\$12,580.00
Police	07/04/2015	201509935	JOHN TURNER CONSULTING INC	\$13,444.00
Community Services Department	07/14/2015	201600278	TRI-STATE SEALCOATING & PAVING, INC.	\$13,475.00
Community Services Department	07/04/2015	201500539	SIEMENS INDUSTRY, INC.	\$14,419.00
Community Services Department	07/07/2015	201600135	VELLANO CORPORATION (THE)	\$14,573.00
Executive	07/16/2015	201600424	COMCAST	\$14,909.20
Community Services Department	07/08/2015	201600156	DENNISON LUBRICANTS, INC.	\$15,370.82
Community Services Department	07/20/2015	201600500	SOUTHWORTH-MILTON INC	\$17,029.00
Planning	07/04/2015	201504568	SOUTHEASTERN EMERGENCY EQUIPMENT	\$17,500.00
Community Services Department	07/04/2015	201510561	HI-WAY SAFETY SYSTEMS, INC	\$17,803.47
Community Services Department	07/04/2015	201512084	SETRONICS CORP	\$18,355.00
Community Services Department	07/04/2015	201511529	VELLANO CORPORATION (THE)	\$18,648.00
Police	07/04/2015	201512083	WSP USA CORP	\$18,750.00
Community Services Department	07/04/2015	201503908	AGGREGATE RECYCLING CORP	\$19,187.52
Community Services Department	07/04/2015	201110977	TRITECH ENGINEERING CORP	\$19,250.00
Community Services Department	07/04/2015	201212499	TRITECH ENGINEERING CORP	\$20,636.00
Recreation	07/04/2015	201512351	VERMONT TENNIS COURT SURFACING	\$20,688.00
Planning	07/04/2015	201504569	STRAFFORD CAP-CDBG GRANTS & SUBSIDYS	\$20,916.96
Community Services Department	07/23/2015	201600649	DF RICHARD, INC.	\$21,225.05
Community Services Department	07/14/2015	201600224	G & K SERVICES	\$21,547.22
Community Services Department	07/04/2015	201507283	CMA ENGINEERS, INC.	\$21,972.53

PO Report
July 2015

DAC	PO Date	PO No.	Vendor Name	Amount
Community Services Department	07/04/2015	201512031	ENVIRONMENTAL COMPLIANCE SPECIALIST, INC	\$22,000.00
Community Services Department	07/14/2015	201600230	THE DIRT DOCTORS, LLC	\$22,140.00
Planning	07/04/2015	201504564	DOVER HOUSING AUTHORITY	\$23,153.83
Community Services Department	07/04/2015	201501724	CMA ENGINEERS, INC.	\$23,494.67
Community Services Department	07/04/2015	201506229	UNDERWOOD ENGINEERS, INC.	\$25,310.34
Planning	07/04/2015	201504563	DOVER CHILDRENS CENTER	\$27,338.70
City Finance Office	07/04/2015	201209177	MS GOVERN	\$27,590.00
City Finance Office	07/20/2015	201600511	MS GOVERN	\$29,865.26
Community Services Department	07/14/2015	201600279	URBAN TREE SERVICE	\$30,000.00
Community Services Department	07/14/2015	201600232	ANNSEAL, INC.	\$30,000.00
Fire and Rescue	07/09/2015	201600175	GRAPPONE FORD	\$30,401.00
Community Services Department	07/04/2015	201511480	BARRIE MILLERS WELL & PUMP SERVICE, INC.	\$31,046.00
Recreation	07/04/2015	201512139	SIEMENS INDUSTRY, INC.	\$34,810.00
Police	07/29/2015	201600731	PARKEON	\$36,180.00
City Finance Office	07/14/2015	201600228	TYLER TECHNOLOGIES, INC.	\$36,405.95
Community Services Department	07/04/2015	201508204	SEBAGO TECHNICS, INC.	\$37,580.74
Executive	07/04/2015	201504100	COAST	\$38,207.00
Community Services Department	07/28/2015	201600697	HANSCOMS TRUCK STOP, INC.	\$39,037.50
Recreation	07/04/2015	201511440	MITCHELL & ASSOCIATES	\$39,038.00
Community Services Department	07/04/2015	201301339	WRIGHT-PIERCE	\$39,880.38
Community Services Department	07/14/2015	201600231	SHOEM ROADWAY SERVICES, LLC.	\$39,930.00
Community Services Department	07/04/2015	201504477	WASTEZERO, INC.	\$40,903.20
Recreation	07/21/2015	201600558	S.J. SERVICES, INC.	\$45,776.00
Community Services Department	07/07/2015	201600128	SOLENI, LLC.	\$47,059.50
Community Services Department	07/04/2015	201512087	TIGHE & BOND, INC.	\$47,500.00
City Clerk Tax Collection	07/08/2015	201600153	RESERVE ACCOUNT	\$48,000.00
Community Services Department	07/04/2015	20100169	CMA ENGINEERS, INC.	\$48,016.24
Community Services Department	07/04/2015	201510562	HI-WAY SAFETY SYSTEMS, INC.	\$49,744.52
City Finance Office	07/20/2015	201600451	MACPAGE, LLC.	\$60,700.00
City Finance Office	07/08/2015	201600152	UNITIL NH	\$64,342.00
City Finance Office	07/14/2015	201600271	EVERSOURCE ENERGY	\$67,095.00
Community Services Department	07/04/2015	201502890	GEOINSIGHT INC.	\$69,901.25
City Finance Office	07/14/2015	201600270	EVERSOURCE ENERGY	\$76,611.00
Community Services Department	07/04/2015	201512140	WRIGHT-PIERCE	\$82,100.00
Community Services Department	07/04/2015	201512027	CMA ENGINEERS, INC.	\$87,000.00
Community Services Department	07/08/2015	201600157	BADGER METER INC	\$100,000.00
Planning	07/04/2015	201512028	VHB, INC	\$100,000.00
Community Services Department	07/04/2015	201111466	LOUIS BERGER GROUP, INC (THE)	\$110,580.40
Police	07/04/2015	201509872	SOUTHWORTH-MILTON INC	\$115,000.00
Community Services Department	07/04/2015	201512080	DUBOIS & KING, INC.	\$120,266.00
Community Services Department	07/04/2015	201405032	UNH OFFICE OF SPONSORED RESEARCH	\$120,430.05
Community Services Department	07/04/2015	201501725	AMERICAN EXCAVATION CORP.	\$139,593.34
Community Services Department	07/04/2015	201411801	VHB, INC	\$140,678.79
City Finance Office	07/14/2015	201600227	SANTA BUCKLEY ENERGY	\$151,300.00
City Finance Office	07/14/2015	201600272	EVERSOURCE ENERGY	\$163,765.00
Police	07/04/2015	201403788	LAVALLEE BRENSINGER ARCHITECTS	\$167,566.49
Community Services Department	07/23/2015	201600651	NORTRAX EQUIPMENT COMPANY	\$178,954.00
Community Services Department	07/07/2015	201600127	RESOURCE MANAGEMENT INC	\$210,000.00
City Finance Office	07/08/2015	201600150	EVERSOURCE ENERGY	\$227,085.00
Community Services Department	07/04/2015	201212607	UNDERWOOD ENGINEERS, INC.	\$276,642.16
Community Services Department	07/14/2015	201600269	PINARD WASTE SYSTEMS, INC.	\$303,750.00
Community Services Department	07/14/2015	201600267	PINARD WASTE SYSTEMS, INC.	\$363,000.00
City Finance Office	07/06/2015	201600029	PRIMEX-P/C GROUP	\$397,564.00
Community Services Department	07/04/2015	201412876	WRIGHT-PIERCE	\$403,028.56
Community Services Department	07/14/2015	201600268	PINARD WASTE SYSTEMS, INC.	\$430,000.00
Executive	07/06/2015	201600039	PRIMEX-P/C GROUP	\$460,698.00
Community Services Department	07/04/2015	201505096	UNDERWOOD ENGINEERS, INC.	\$535,971.48
Community Services Department	07/04/2015	201511531	CONTINENTAL PAVING, INC.	\$868,975.00
City Finance Office	07/08/2015	201600149	EVERSOURCE ENERGY	\$873,479.00
Community Services Department	07/04/2015	201308700	AMERICAN EXCAVATION CORP.	\$886,725.53
Community Services Department	07/04/2015	201500695	SEVERINO TRUCKING CO., INC	\$2,808,938.63
Community Services Department	07/04/2015	201412877	APEX CONSTRUCTION, INC.	\$3,373,390.25
Police	07/04/2015	201408857	HARVEY CONSTRUCTION CORPORATION	\$5,891,305.90
Police	07/04/2015	201405549	HARVEY CONSTRUCTION CORPORATION	\$6,945,191.08

City of Dover
Bid Solicitation Report
For July 2015

8/4/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Planning B15019	07/14/2015	08/31/2015	Photovoltaic System	
Library B15031	07/15/2015	07/30/2015	Dover Public Library chimney Restoration	
B16002 B16002	07/20/2015	08/05/2015	Work Van for Utilities Division	
Community Services B16003	07/22/2015	08/11/2015	Sidewalk Improvements	

City of Dover

Expenditures of Major Funds

July 31, 2015

(General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 407,686	\$ 17,591	\$ 17,591	4.0%	\$ 390,095	\$ 23,612	\$ 366,483	89.9%
Executive	864,566	64,007	64,007	7.0	800,559	762,618	37,942	4.4
Finance	1,739,467	178,505	178,505	10.0	1,560,962	2,085,930	(524,968)	(30.2)
Planning	642,382	35,001	35,001	5.0	607,381	336,003	271,379	42.2
Misc General Government	985,720	71,864	71,864	7.0	913,857	107,672	806,184	81.8
Police	7,801,851	817,853	817,853	10.0	6,983,998	4,584,785	2,399,214	30.8
Fire & Rescue	8,248,269	760,844	760,844	9.0	7,487,425	3,879,489	3,607,935	43.7
Community Service Public Works	6,652,331	302,732	302,732	5.0	6,349,599	2,310,343	4,039,256	60.7
Recreation	2,095,972	173,351	173,351	8.0	1,922,621	812,624	1,109,996	53.0
Public Library	1,131,936	96,179	96,179	8.0	1,035,757	681,217	354,540	31.3
Public Welfare	808,656	57,305	57,305	7.0	751,351	168,763	582,589	72.0
Debt Service	11,402,582	-	-	0.0	11,402,582	-	11,402,582	100.0
Other Financing Sources/Uses	3,271,483	-	-	0.0	3,271,483	-	3,271,483	100.0
School	46,687,263	719,716	719,716	2.0	45,967,547	28,202,460	17,765,087	38.1
Intergovernmental	8,266,760	-	-	0.0	8,266,760	-	8,266,760	100.0
Sub-total : 1000 General Fund	\$ 101,006,924	\$ 3,294,947	\$ 3,294,947	3.3%	\$ 97,711,977	\$ 43,955,516	\$ 53,756,461	53.2%
3213 Parking Activity Fund								
Police	\$ 672,223	\$ 30,551	\$ 30,551	5.0%	\$ 641,672	\$ 222,681	\$ 418,991	62.3%
Sub-total : 3213 Parking Activity Fund	\$ 672,223	\$ 30,551	\$ 30,551	4.5%	\$ 641,672	\$ 222,681	\$ 418,991	62.3%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,016,187	\$ 13,173	\$ 13,173	1.0%	\$ 1,003,014	\$ 799,429	\$ 203,585	20.0%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,016,187	\$ 13,173	\$ 13,173	1.3%	\$ 1,003,014	\$ 799,429	\$ 203,585	20.0%
3381 McConnell Center Fund								
Recreation	\$ 828,893	\$ 30,569	\$ 30,569	4.0%	\$ 798,324	\$ 241,237	\$ 557,087	67.2%
Sub-total : 3381 McConnell Center Fund	\$ 828,893	\$ 30,569	\$ 30,569	3.7%	\$ 798,324	\$ 241,237	\$ 557,087	67.2%
3410 Recreation Special Revenue Fund								
Recreation	\$ 593,649	\$ 70,448	\$ 70,448	12.0%	\$ 523,201	\$ 111,816	\$ 411,385	69.3%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 593,649	\$ 70,448	\$ 70,448	11.9%	\$ 523,201	\$ 111,816	\$ 411,385	69.3%
5300 Water Fund								
Community Service Public Works	\$ 4,917,581	\$ 288,174	\$ 288,174	6.0%	\$ 4,629,407	\$ 1,090,941	\$ 3,538,466	72.0%
Sub-total : 5300 Water Fund	\$ 4,917,581	\$ 288,174	\$ 288,174	5.9%	\$ 4,629,407	\$ 1,090,941	\$ 3,538,466	72.0%
5320 Sewer Fund								
Community Service Public Works	\$ 7,348,621	\$ 478,079	\$ 478,079	7.0%	\$ 6,870,541	\$ 1,662,290	\$ 5,208,251	70.9%
Sub-total : 5320 Sewer Fund	\$ 7,348,621	\$ 478,079	\$ 478,079	6.5%	\$ 6,870,541	\$ 1,662,290	\$ 5,208,251	70.9%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 817,402	\$ 52,834	\$ 52,834	6.0%	\$ 764,568	\$ 263,127	\$ 501,440	61.3%
Sub-total : 6100 Dovernet Fund	\$ 817,402	\$ 52,834	\$ 52,834	6.5%	\$ 764,568	\$ 263,127	\$ 501,440	61.3%
Total : EXPENDITURES	\$ 117,201,480	\$ 4,258,776	\$ 4,258,776	3.6%	\$ 112,942,703	\$ 48,347,037	\$ 64,595,666	55.1%

City of Dover

Revenues of Major Funds

July 31, 2015

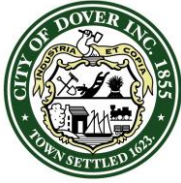
(General Fund Includes Property Taxes and Education Revenues)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Uncollected</u>
REVENUES								
1000 General Fund								
Taxes	\$ 72,716,813	\$ 1,239,276	\$ 1,239,276	2.0%	\$ 71,477,537	\$ -	\$ 71,477,537	(98.3)%
Licenses & Permits	5,439,940	393,798	393,798	7.0	5,046,142	-	5,046,142	92.8
Intergovernmental	2,289,044	1,146	1,146	0.0	2,287,898	-	2,287,898	99.9
Charges for Services	3,627,041	208,247	208,247	6.0	3,418,794	-	3,418,794	94.3
Miscellaneous Revenue	1,026,895	37,686	37,686	4.0	989,209	-	989,209	96.3
Education	15,456,643	104,845	104,845	1.0	15,351,798	-	15,351,798	99.3
Operating Transfers In	310,548	-	-	0.0	310,548	-	-	0.0
Other Financing Sources	140,000	-	-	0.0	140,000	-	140,000	100.0
Sub-total : 1000 General Fund	\$ 101,006,924	\$ 1,984,997	\$ 1,984,997	2.0%	\$ 99,021,927	\$ -	\$ 98,711,379	97.7%
3213 Parking Activity Fund								
Licenses & Permits	\$ 105,000	\$ 17,460	\$ 17,460	17.0%	\$ 87,540	\$ -	\$ 87,540	83.4%
Parking Income	412,223	42,961	42,961	10.0%	369,262	-	369,262	89.6%
Parking Fines	155,000	12,225	12,225	8.0%	142,775	-	142,775	92.1%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 672,223	\$ 72,646	\$ 72,646	11.0%	\$ 599,577	\$ -	\$ 599,577	89.2%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ -	0.0%	\$ 9,556	\$ -	\$ 9,556	100.0%
Charges for Services	930,000	104,434	104,434	11.0%	825,566	-	825,566	88.8%
Miscellaneous Revenue	0	128	128	0.0	(128)	-	(128)	0.0
Other Financing Sources	35,728	-	-	0.0	35,728	-	35,728	100.0
Sub-total : 3320 Residential Solid Waste	\$ 975,284	\$ 104,561	\$ 104,561	11.0%	\$ 870,723	\$ -	\$ 870,723	89.3%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 698,701	\$ 57,638	\$ 57,638	8.0%	\$ 641,063	\$ -	\$ 641,063	91.8%
Operating Transfers In	130,192	9,636	9,636	7.0	120,557	-	120,557	92.6
Sub-total : 3381 McConnell Center	\$ 828,893	\$ 67,273	\$ 67,273	8.0%	\$ 761,620	\$ -	\$ 761,620	91.9%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 403,815	\$ 44,561	\$ 44,561	11.0%	\$ 359,254	\$ -	\$ 359,254	89.0%
Miscellaneous Revenue	15,500	120	120	0.0	15,380	-	15,380	99.2
Operating Transfers In	15,500	-	-	0.0	15,500	-	15,500	100.0
Other Financing Sources	158,834	-	-	0.0	158,834	-	158,834	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 593,649	\$ 44,681	\$ 44,681	8.0%	\$ 548,968	\$ -	\$ 548,968	92.5%
5300 Water Fund								
Charges for Services	\$ 4,795,901	\$ 200,373	\$ 200,373	4.0%	\$ 4,595,528	\$ -	\$ 4,595,528	95.8%
Miscellaneous Revenue	70,500	3,488	3,488	5.0	67,012	-	67,012	95.1
Sub-total : 5300 Water Fund	\$ 4,866,401	\$ 203,860	\$ 203,860	4.0%	\$ 4,662,541	\$ -	\$ 4,662,541	95.8%
5320 Sewer Fund								
Intergovernmental	\$ 5,078	\$ -	\$ -	0.0%	\$ 5,078	\$ -	\$ 5,078	100.0%
Charges for Services	6,326,947	272,536	272,536	4.0	6,054,411	-	6,054,411	95.7
Miscellaneous Revenue	57,000	2,724	2,724	5.0	54,276	-	54,276	95.2
Other Financing Sources	942,687	-	-	0.0	942,687	-	942,687	100.0
Sub-total : 5320 Sewer Fund	\$ 7,331,712	\$ 275,260	\$ 275,260	4.0%	\$ 7,056,452	\$ -	\$ 7,056,452	96.2%
6100 Dovernet Fund								
Charges for Services	\$ 669,794	\$ 32,307	\$ 32,307	5.0%	\$ 637,487	\$ -	\$ 637,487	95.2%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	-	-	-	0.0	0	-	0	#DIV/0!
Other Financing Sources	100,417	-	-	0.0	100,417	-	100,417	100.0
Sub-total : 6100 Dovernet Fund	\$ 795,211	\$ 32,307	\$ 32,307	4.0%	\$ 762,904	\$ -	\$ 762,904	95.9%
Total : REVENUES	\$ 117,070,297	\$ 2,785,586	\$ 2,785,586	2.0%	\$ 114,284,711	\$ -	\$ 113,974,163	97.4%

City of Dover

Arena - General Fund
Revenue & Expenditure Report
(Including Arena Debt Service attributed to the General Fund)
July 31, 2015

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,322,607	33,323	33,323	2.5	1,289,284	0	1,289,284	97.5
Expenditures	977,165	68,469	68,469	7.0	908,696	427,375	481,321	49.3
Debt Service								
Principal	290,453	0	0	-	290,453	0	290,453	100.0
Interest	54,989	2,169	2,169	3.9	52,820	0	52,820	96.1
	0	(37,315)	(37,315)	0.0	37,315	(427,375)	464,689	-



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Special Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 15, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Garrison led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

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

5. CITIZEN'S FORUM

Citizens are invited to speak on the subject matter of the Special Meeting. Statements shall be limited to five minutes.

Brian Fischer, Owner of Earcraft Music: He spoke about the First Street License Agreement Amendment resolution.

Karen Collins, 2B Greenfield Drive: She spoke about the First Street License Agreement Amendment resolution.

Stephanie Fischer, Co-Owner of Earcraft Music: She spoke about the First Street License Agreement Amendment resolution.

James Prue, 22 Morningside Drive: He spoke about the First Street License Agreement Amendment resolution.

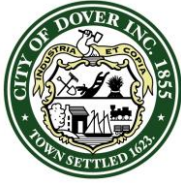
Councilor McManus moved to suspend the rules to allow David Scott to speak about the Workshop session topic; seconded by Councilor Cheney.

Roll Call Vote: 5/4; Passed. Councilors Gagnon, Garrison, Hooper, and Thibodeaux were opposed.

David Scott, 220 Back Road: He spoke about the Joint Building Committee – Dover High School and Regional CTC presentation to the School Board.

Duncan Mac Callum, Attorney representing the Fischers: He spoke about the First Street License Agreement Amendment resolution.

Kevin McEarney, 8 Goldpost Road: He spoke about the First Street License Agreement Amendment resolution.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Special Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 15, 2015**
Meeting Time: **7:00 pm**

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

6. RESOLUTIONS

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

Deputy Mayor Carrier moved to remove from the table; seconded by Councilor Garrison.
Roll Call Vote: 8/1; Passed. Councilor Cheney was opposed.

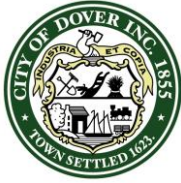
Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.
Deputy Mayor Carrier moved to substitute as a whole; seconded by Councilor Garrison.
Vote: 7/2; Passed. Councilors Cheney and McManus.
Mayor Weston and City Manager Joyal gave an overview of the changes with the substituted resolution from the original tabled resolution.
The Council discussed their opinions on the resolution.
Councilor Cheney moved for a friendly amendment to change the hours to Monday through Saturday, 9:00 am to 6:00 pm; seconded by Councilor McManus.
Vote: 2/7; Failed. Councilors Cheney and McManus voted in favor.
Councilor Cheney moved for a friendly amendment to change "two spaces" to 25 feet.
There was no second.
Mayor Weston asked for a roll call vote on the resolution.
Roll Call Vote: 7/2; Passed. Councilors Cheney and McManus were opposed.

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

Councilor Gagnon moved to renew the vote; seconded by Councilor Garrison.
General Legal Counsel Blenkinsop explained why it was being brought back as a renewal of a motion.
Mr. Bill Straub from CMA Engineers, Inc. gave an overview of the project and the reasons behind the additional costs.
Roll Call Vote: 7/2; Passed. Councilors Cheney and McManus were opposed.

7. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn to a Workshop Session; seconded by Councilor Gagnon.
Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 15, 2015**
Meeting Time: **To follow Special Meeting**

1. CALL TO ORDER

2. ~~MOMENT OF SILENCE~~

3. ~~PLEDGE OF ALLEGIANCE~~

4. ROLL CALL ATTENDANCE

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

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

5. CITIZEN'S FORUM

Citizens are invited to speak on the subject matter of the Workshop. Statements shall be limited to five minutes.

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

6. DISCUSSIONS

A. JOINT BUILDING COMMITTEE – DOVER HIGH SCHOOL AND REGIONAL CTC

Deputy Mayor Carrier and Councilor Gagnon gave a PowerPoint presentation to the Council regarding the Joint Building Committee – Dover High School and Regional CTC. Superintendent Arbour went over the changes in education and the flexibility the hope to put into the new school.

City Manager Joyal went over the options for financing the construction of a new high school and the process for bonding. He recommended that the Council bring forth a resolution at the July 22, 2015 City Council meeting.

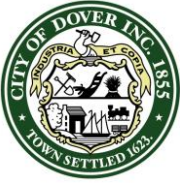
Councilor Gagnon asked to be a sponsor for the resolution.

Deputy Mayor Carrier asked to be a second sponsor for the resolution.

7. ADJOURNMENT

Councilor Hooper moved to adjourn; seconded by Councilor Thibodeaux.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

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

Deputy Mayor Carrier led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

Absent: Councilor Thibodeaux

Also Present: City Manager Joyal and Deputy City Clerk Mistretta.

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

Councilor Hooper moved to add two School Board Reports.

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

Vote: 8/0.

7. PUBLIC HEARINGS

8. CITIZEN'S FORUM

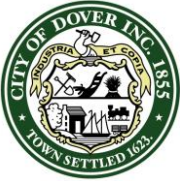
Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

David Scott, 220 Back Road: He spoke about getting signatures for the Charter petitions. He also spoke about the costs of building a new high school and the affect it will have on taxpayers. He spoke about the debt limit ratio for bonding and that the City would be going over that limit. He also talked about the per square foot cost of the high school and how it was much higher than the RS means figure.

Jane Sherwood, 43 Arch Street: She spoke about the costs for the new high school and the affect it would have on taxpayers.

George Sherwood, 43 Arch Street: He thanked Doris Grady for her work on the School Board. He also talked about the effect on taxpayers with construction of the new high school. He felt it should be on the November ballot for the citizen's to vote on.

Ethan Rogers, Park Street: He talked about the heroin addiction problem in the City and asked the Council for their help in educating students about drug addiction.



CITY OF DOVER

CITY COUNCIL – MINUTES

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

William Degrandpre, 21 Danielle Lane: He spoke in favor of the new school, but not with keeping the current gym. He didn't see why the school needed two gyms.

Donald Medbery, 3 Covered Bridge Lane: He spoke in support of the purchase of the John Deere 544K loader. He spoke about Sam Crowley's value to the City. He supported Mr. Scott's and the Sherwood's comments regarding the new high school and the affect to taxpayers.

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

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing. He spoke about the summer programs being in full swing. He spoke about the comments from Citizen's Forum regarding drug abuse. He spoke about Dover Coalition for Youth's work and the City's commitment to education against drug abuse. He gave an overview of the Police and Parking Facility construction.

Mayor Weston asked about the debt limit ration and if the City was over the limit. City Manager Joyal said the number were not correct. He said the City's debt ratio is a little over 10% of revenues. He said they have debt limits that they much adhere to and even with the addition of the high school the City is still below the State limit.

Councilor Cheney asked for exact numbers for the cost of the construction of the new high school.

City Manager Joyal gave an overview of the costs including interest.

Councilor Cheney asked about the City helping to pay for the high school.

City Manager Joyal gave an overview of options for the City to help pay for the high school, including impact fees.

Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Garrison.

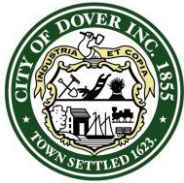
Vote: 8/0.

10. APPROVAL OF MINUTES

A. July 8, 2015 – Regular Meeting

Deputy Mayor Carrier moved to approve the Minutes; seconded by Councilor Garrison.

Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

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

11. MAYOR'S REPORT

Mayor Weston gave an overview of the Cochecho Waterfront Development Authority Committee's and BizEd Connect's recent work.

Deputy Mayor Carrier moved to approve the Mayor's Report; seconded by Councilor Garrison.
Vote: 8/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

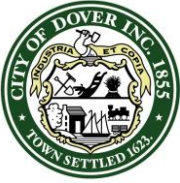
B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. 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
- 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



CITY OF DOVER

CITY COUNCIL – MINUTES

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

COMMITTEE REPORTS

1. **School Board (2)**
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

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor Hooper.

Councilor Hooper said she would have to recuse herself from the vote because of Item 13.A.8.

Mayor Weston said they will pull Item #13.A.8. and then Councilor Hooper could vote on the other items.

Councilor O'Connor pulled Item #13.A.7.

Councilor Cheney pulled Items #13.A.9. and #13.A.10.

Councilor Hooper pulled the two School Board Reports.

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

Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.7.; seconded by Councilor O'Connor.

Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.8.; seconded by Councilor Cheney.

Vote: 7/0. Councilor Hooper recused.

Deputy Mayor Carrier moved for the adoption of Item #13.A.9.; seconded by Councilor Cheney.

Vote: 8/0.

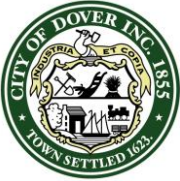
Deputy Mayor Carrier moved for the adoption of Item #13.A.10.; seconded by Councilor Cheney.

Vote: 8/0.

Councilor Hooper gave an overview of the two School Board Reports to the Council.

Deputy Mayor Carrier moved to accept the two School Board Reports; seconded by Councilor Gagnon.

Vote: 8/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

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

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**

Councilor Gagnon moved to refer to a public hearing on August 12, 2015; seconded by Councilor O'Connor.

Deputy Mayor Carrier, Councilor Gagnon and City Manager Joyal answered questions about the construction of the new high school and financing for it.

Deputy Mayor Carrier they are looking at saving the current gym, but will only consider it if it doesn't raise the cost of the project.

Councilor Garrison moved to amend the resolution to include a new Whereas:

"WHEREAS: On July 20, 2015 the Dover School Board hereby endorses the recommendation of the Dover High School/Career Technical Center Joint Building Committee as presented to the Dover School Board during a public meeting on July 13, 2015, to replace the existing DHS/CTC school building. The Board also approved the proposed site and conceptual plans presented." He also moved to add the School Board's Resolution as background information. The motion was seconded by Councilor O'Connor.

Mayor Weston asked for a vote on the amended resolution to refer to a public hearing.

Vote: 8/0.

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**

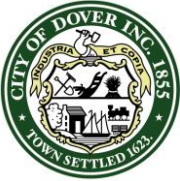
Councilor Garrison moved to refer to a public hearing on August 12, 2015, and to waive citywide mailing; seconded by Councilor O'Connor.

Vote: 8/0.

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor O'Connor referred to Doris Grady retiring from the School Board, and thanked her for her work.



CITY OF DOVER

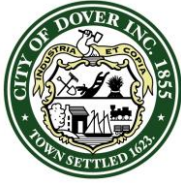
CITY COUNCIL – MINUTES

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

Councilor Gagnon spoke about the Joint Building Committee – Dover High School and Regional CTC website and where people could submit questions. He spoke about the Charter petition and how he felt it was the correct procedure to bring these questions forward. Mayor Weston spoke about the completion of First Street and that the road should be reopened soon.

16. ADJOURNMENT

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 29, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Cheney led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

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

Absent: Councilor Thibodeaux.

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

5. CITIZEN'S FORUM

Citizens are invited to speak on the subject matter of the Workshop. Statements shall be limited to five minutes.

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

6. DISCUSSIONS

A. WATER QUALITY PROJECTS UPDATE

City Manager Joyal said they will be discussing several water quality projects. He asked Mr. Peschel to address the Council.

Mr. Peschel said the Council will be getting presentations from Underwood Engineers Inc., Emery and Garrett Groundwater Investigations.

Mr. Keith Pratt, Underwood Engineers, gave an updates on the projects they have been working on for the City's water systems.

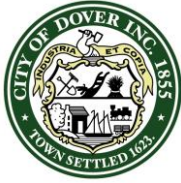
Mr. Jamie Emery, Emery and Garrett Groundwater Investigations, gave an updates on the upcoming projects for the City's water systems.

City Manager Joyal talked about upcoming proactive projects and resolutions that will be brought to the Council for approval.

Mayor Weston started a discussion about new development projects and the water supply.

Mr. Peschel said Portsmouth just won an award for water conservation.

City Manager Joyal said he will look into Portsmouth's project and get it to the Council.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 29, 2015**
Meeting Time: **7:00 pm**

Tim Vadney of Wright-Pierce gave an update on the Wastewater Treatment Plant renovations to the Council.

Mr. Peschel talked about the permit from the EPA being on hold. He said they are planning to meet with the EPA to show them what the City is doing at this point. He talked about the program to measure the improvements in water quality with the wastewater treatment plant coming online.

Mr. Peschel started a discussion about what the City is doing about storm water. Mayor Weston asked about making people aware of how to make rain gardens. The Council discussed other options for conservation incentives.

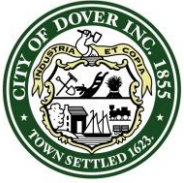
City Manager Joyal asked the Council if there was any interest in having a tour of the facilities and wells in the City.

There was interest and City Manager Joyal said he will schedule it.

7. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Cheney.

Vote: 8/0.



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item#: 12.A.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

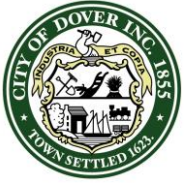
Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-6. "Definitions," to add new definitions and revise existing definitions to read as follows:

"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#: 12.A.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.

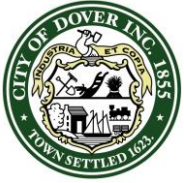
HR Heritage Residential District

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



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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:

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

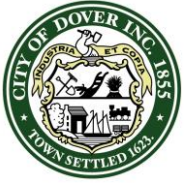
R-12 District:

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

RM-U District:

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

5. AMENDMENT



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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 SETBACK <u>BUILD TO LINE</u>	<u>15 ft min, 25 ft max</u> [5]
Abut a Street SETBACK <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

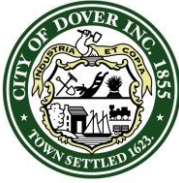
Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12. “Applicability of Tables of Use and Dimensional Regulations by District,” by revising the Dimensional Regulations Table in the Urban Density Multi-Residential District (RM-U) to replace the Principal 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:



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PRINCIPAL BUILDING

Front Primary BUILD TO LINE	0 ft min – 10 ft max [1]
Front Secondary BUILD TO LINE	0 ft min – 10 ft max [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.”

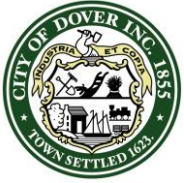
AND

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:



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~~“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:”

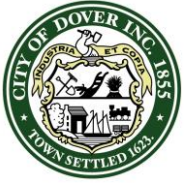
12. AMENDMENT

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">• <u>Alternative Treatment Center</u> |
|---|

“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:



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- 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."

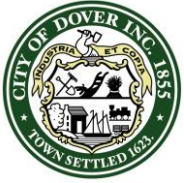
13. AMENDMENT

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:



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“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

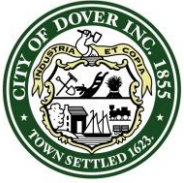
ARTICLE XIII
ADMINISTRATION

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)~~



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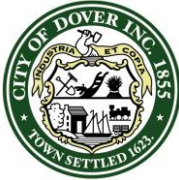
[HISTORY: Formerly Chapter 113, which was adopted by the City Council on 3-25-1987 as Ord. No. 7-87.1 Revised in its entirety by the City Council on 01-20-1999 by Ord. No. 26-98.; Amendments noted where applicable, Merged into 170 on 0#-##-2015 by Ord. No.#####]

- 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]



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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.

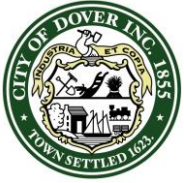
FLOOD INSURANCE STUDY (FIS) means an examination, evaluation and determination of FLOOD hazards and, if appropriate, corresponding WATER SURFACE ELEVATIONS, or an examination, evaluation and determination of mudslide (i.e. mudflow) and/or FLOOD-related erosion hazards.

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



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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.

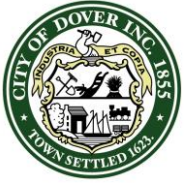
NEW CONSTRUCTION means STRUCTUREs for which the START OF CONSTRUCTION commenced on or after April 9, 1980 and includes any subsequent improvements to such STRUCTUREs.

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



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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.

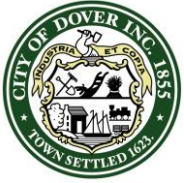
SUBSTANTIAL DAMAGE means damage of any origin sustained by a STRUCTURE whereby the cost of restoring the STRUCTURE to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the STRUCTURE before the damage occurred.

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



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other datum, where specified) of FLOODs of various magnitudes and frequencies in the FLOODPLAINS.

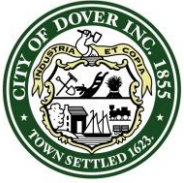
E. Development Review. [Amended on 10-14-2009 by Ord. No. 2009.09.23-21]

- (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.



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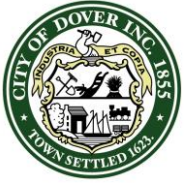
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- (b) Review all DEVELOPMENT permits to determine that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act 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.



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(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.

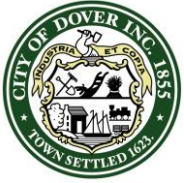
(3) The Department of Planning and Community Development shall maintain for public inspection all records pertaining to the provisions of this Section.

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



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Community Development may request a Letter of Map Amendment (LOMA) from FEMA.

J. General Standards.

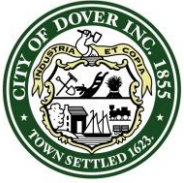
In all AREAS OF SPECIAL FLOOD HAZARD, the following standards are required:

(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



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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.

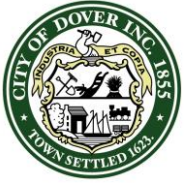
(c) All subdivision proposals shall include adequate drainage paths to guide FLOOD waters around and away from the proposed STRUCTUREs and to reduce exposure to FLOOD damage.

(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.



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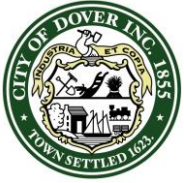
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(2) All NEW CONSTRUCTION or SUBSTANTIAL IMPROVEMENTs of nonresidential STRUCTUREs have the LOWEST FLOOR, including BASEMENT, elevated to at least two (2) feet above the BASE FLOOD ELEVATION; or together with attendant utility and sanitary facilities, 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;



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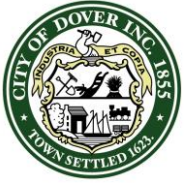
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- (ii) Be fully licensed and ready for highway use; or
 - (iii) Meet all standards of Subsection C.(1) and the elevation and anchoring requirements for MANUFACTURED HOMES in Subsections L.(3)(a) and (b).
 - (4) For all NEW CONSTRUCTION and SUBSTANTIAL 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



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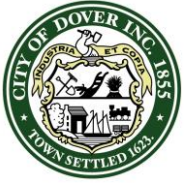
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community during the BASE FLOOD discharge. In Zone A, the Department of Planning and Community Development shall obtain, review and reasonably utilize any REGULATORY FLOODWAY data available from a federal, state or other source as criteria for requiring 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:



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- (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

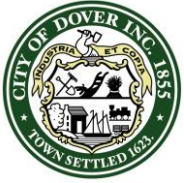
- (1) Applications for new EXCAVATION permits shall be filed with the Planning Office by April 1st ~~annually~~. Applications to renew EXCAVATION permits shall be due by April 1st once every two (2) years. Applications to renew shall be due by April 1st of the renewal year. EXCAVATIONS operating within 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.



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- (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

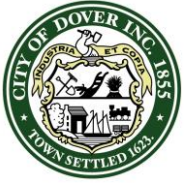
Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-32. “SIGN review and Regulations,” to read as follows:

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,



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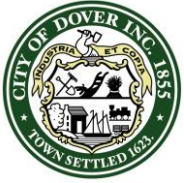
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advertising and communication. While this ~~Section~~ recognizes that aesthetics and design quality cannot be satisfactorily legislated, it does, however, operate on the premise that a large percent of that which is unattractive can be eliminated by 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 ~~Section~~. See tables of Use and Dimensional Regulations ~~By~~ 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 ~~Section~~, 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 ~~Section~~.

~~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, Ppublic Bbenefit and/or Mmunicipality Rrelated 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.~~



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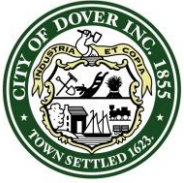
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- (2) All SIGNs shall be constructed, erected and maintained so as not to present a hazard to persons and property.
- (3) All SIGNs shall be erected in such a manner so as not to obstruct free and clear vision along or onto a public right-of-way.
- (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.^{§§}
- (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.

^{§§} See Figure 1 of the SIGN Diagrams, Part I, included at the end of this Chapter.



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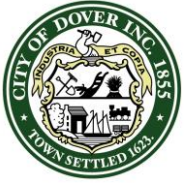
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- (11) The terms of this ~~S~~section shall not be construed so as to exclude SIGN~~s~~ being necessary for the public welfare, and as such, are required by the municipal government and historical associations, etc. ~~Display SIGNS pertaining to SERVICE 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.



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(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:

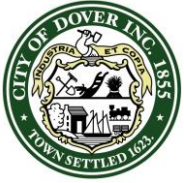
- (a) PROJECTING SIGN~~s~~ shall be attached to the main wall of the BUILDING.
- (b) PROJECTING SIGN~~s~~ shall be prohibited from projecting over a STREET, alley or other PUBLIC SPACE beyond four (4) feet eight (8) inches from a BUILDING facade or two-thirds (2/3) of the width of the SIDEWALK, whichever 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~~):

⁺⁺⁺ See Figure 4 of the SIGN Diagrams, Part I, included at the end of this Chapter.

^{§§§} See Figure 5 of the SIGN Diagrams, Part I, included at the end of this Chapter.



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- (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~~2~~.

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~~.)

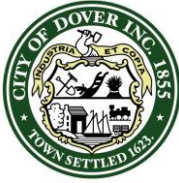
(1) WALL SIGN~~S~~^{****}

- (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~~^{***}Q 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)~~



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- (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.~~

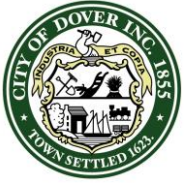
- ~~(v) SIGNS shall be located in front of the building occupied by the business or in front of the space occupied by the business if the business is located in a multi-tenant building.~~

- ~~(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.~~



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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.~~

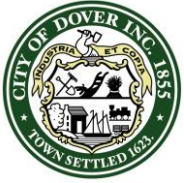
F. SIGNs permitted in B-3 Thoroughfare Business District. SIGNs shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within said premises. (See table for overview of permitted SIGNs.)

(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:~~



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- ~~(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~~

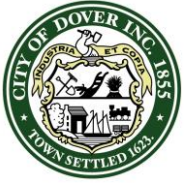
- (a) All PROJECTING SIGN~~S~~ shall only be illuminated by a constant indirect source of lighting. The lighting element shall be shielded and shall illuminate only the SIGN.

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~~



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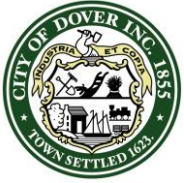
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- (a) Where a PRINCIPAL BUILDING fronts on more than one (1) STREET, one (1) FREESTANDING SIGN may be erected for each FRONTAGE, provided that the BUILDING complies with applicable SIGNAGE SETBACKS.
- (b) Two (2) FREESTANDING SIGNs shall be permitted 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:~~



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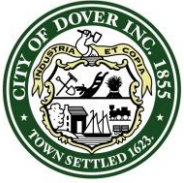
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- ~~(a) Temporary signs require a temporary sign permit. The permit shall remain in effect for a period of one (1) year and can be renewed on an annual basis.~~
- ~~(b) One (1) temporary SIGN shall be permitted per each PRINCIPAL BUILDING, or per tenant 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



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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.

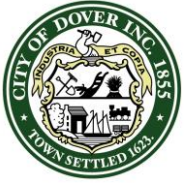
N. Nonconforming SIGNs. A SIGN installed prior to the effective date of this Section which meets the applicable requirements of the zoning code then in effect but which is not in conformance with the provisions of this code shall be deemed a permitted nonconforming SIGN if a permit is obtained for said 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



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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:~~

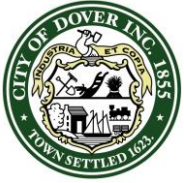
- ~~(a) The Zoning Administrator shall be responsible for the issuance of SIGN permits relative to mill motif accessory SIGNS. Application for said SIGNS shall include the following items:~~
- ~~(i) A scaled elevation drawing of the entire BUILDING façade(s).~~
 - ~~(ii) Proposed SIGN clearly delineated 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~~



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design criteria to be followed when determining conformity with the mill motif theme. Refer to Subsection P) (4) (c) for graphic guidelines.

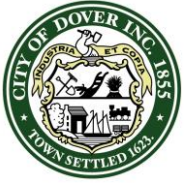
(a) Lettering.

- (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., e.g.~~, 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.



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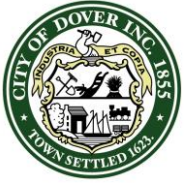
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- (i) Internally-lit or back-lit SIGNs are prohibited.
- (ii) Only shielded indirect light shall be permitted if lighting is used.
- (d) Materials.
 - (i) ~~The appearance of t~~Traditional materials, such as wood, glass, brass, bronze or iron, is requiredare 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:~~
 - ~~(f) — 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~~



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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:*****

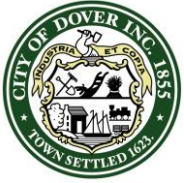
(4) Permit process

- (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.



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(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.

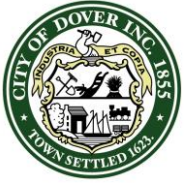
(iii) The special event SIGN shall be limited to twenty-four (24) square feet in size and shall not be placed in such a manner so as to create a traffic or safety hazard.

(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.



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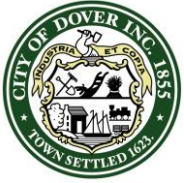
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- (ii) The maximum size of the SIGN is eight (8) square feet.
- (iii) The SIGN must be placed directly in front of the business at a distance no greater than two (2) feet from the BUILDING and must not impede pedestrian or handicapped access to the 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:



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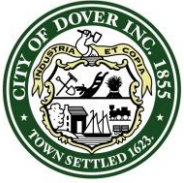
- (i) A certificate of insurance in the amount of one hundred thousand (\$100,000.00) dollars (bodily injury/property damage) shall be filed as part of the temporary sign permit application to assure sufficient liability coverage of the APPLICANT.
- (ii) A hold-harmless certification letter shall be 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.



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~~G. C. In CBD/CWD m Municipal parking facilities may LOTS shall not be substituted for the requirements of this Section.~~

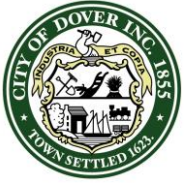
~~H. In the CBD and CWD Zoning Districts, none of the on-site parking standards shall be binding except in such cases where new construction is proposed that would create additional BUILDING square footage; and or when conversions or changes of use that would result in an increase in the number of residential 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.~~



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- ~~(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.~~

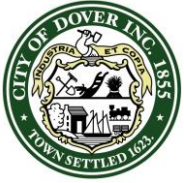
D. J. PARKING SPACES for non-residential uses and MULTI-FAMILY DWELLINGs shall have independent access to an aisle or driveway, and be accessible year round.”

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.”



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- 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."

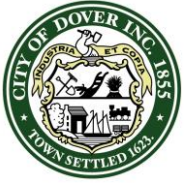
AND

~~**"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



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~~“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:

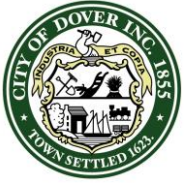
~~“D. No more than twenty-five percent (25%) of the existing net FLOOR AREA\of the principal and any accessory BUILDINGS~~ ACCESSORY STRUCTURE ~~not to exceed six hundred (600) square feet is devoted to such use.”~~

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



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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 ~~C~~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

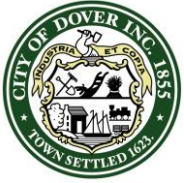
This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

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#: 12.A.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:

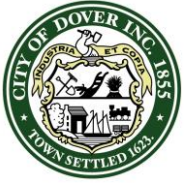
First Reading Date: 07/22/2015	Public Hearing Date: 08/12/2015
Approved Date:	Effective Date:

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#: 12.A.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.

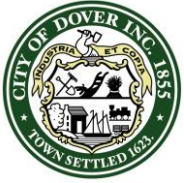
The City of Dover was awarded \$10,000 by New Hampshire Housing through a competitive grant process to examine the zoning regulations in and around Silver Street. This project became known as the “Heritage Residential District.” This was completed at the request of residents who wish to have regulations 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 14th and 28th, 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#: 12.A.1.

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

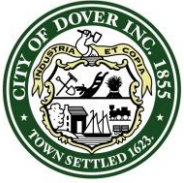
Planning Board Adopted on July 14, 2015

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#: 12.A.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 14th 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

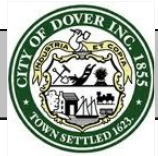
Central Business District and Cochecho Waterfront District, business owners will have more clarity of mill motif design criteria for signage.

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 (CUSTOMARY HOME OCCUPATION SIGN 2 sf max)
Type	
FREESTANDING	permitted (10 ft setback required)
PROJECTING	permitted
WALL/ Awning	not permitted
Temporary	not permitted

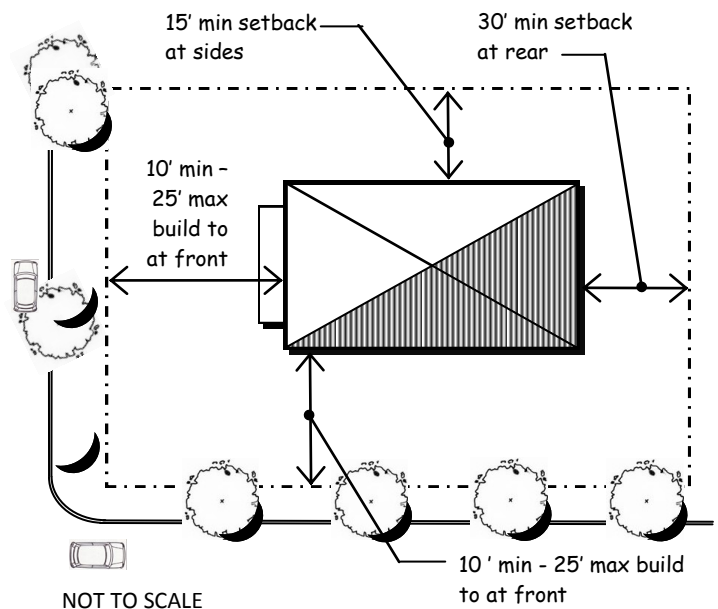
Dimensional Regulations [1] [2]

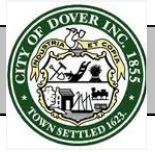
LOT	
Minimum LOT Size	10,000 sf
Maximum LOT Coverage	40%
Minimum FRONTAGE	80 ft
PRINCIPAL BUILDING	
Front BUILD TO LINE	10 ft min, 25 ft max*
Abut a Street SETBACK	10 ft min, 25 ft max*
Side SETBACK	15 ft
Rear SETBACK	30 ft
OUTBUILDING/ACCESSORY USE	
Front SETBACK	45 ft
Abut a Street SETBACK	45 ft
Side 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.

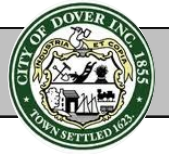
Retail Store:

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]

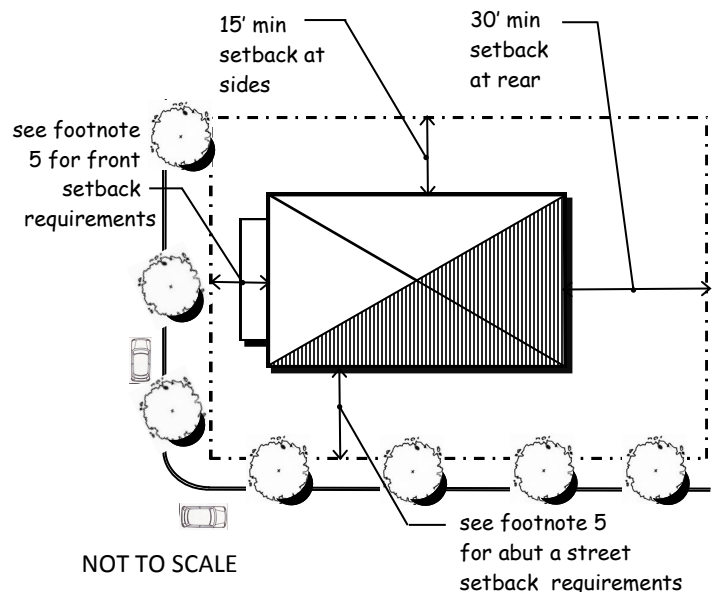
Dimensional Regulations [1] [2]

LOT	
Minimum LOT Size [3] [4]	12,000 sf
Maximum LOT COVERAGE	30%
Minimum FRONTAGE	100 ft
PRINCIPAL BUILDING	
Front SETBACK BUILD TO LINE	15 ft min, 25 ft max [5]
Abut a Street SETBACK BUILD TO LINE	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 (CUSTOMARY HOME OCCUPATION SIGN max 2 sf, development identification sign 20 sf max)
Type	
FREESTANDING	permitted (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	35 ft max

*Expanding or renovations of, existing structures have a twenty (20) foot setback.

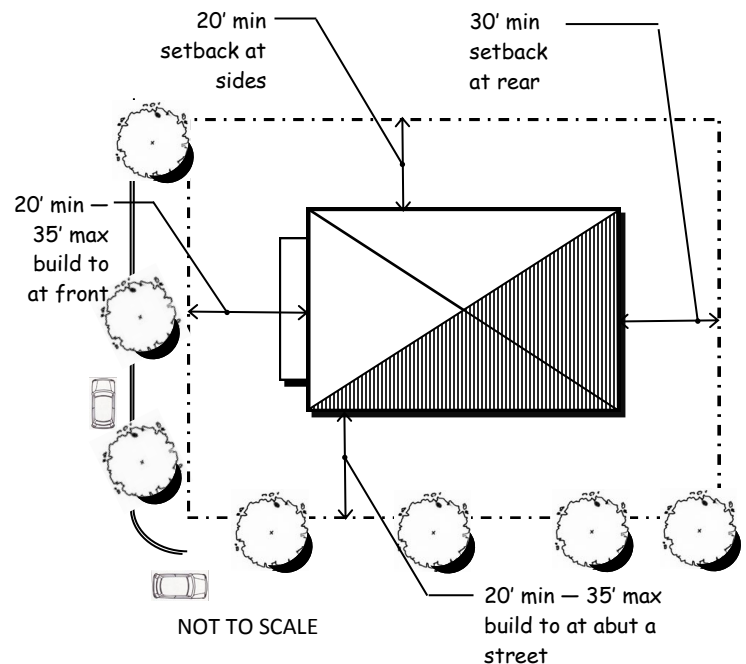
Uses Permitted by Special Exception

- 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

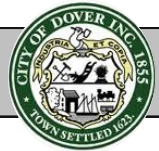
Size	R-20 District
Total signs permitted	1
Total area permitted	16 sf (CUSTOMARY HOME OCCUPATION SIGN 2 sf max, development identification SIGN 20 sf max)
Type	
FREESTANDING	permitted (10 ft SETBACK required)
PROJECTING	permitted
WALL/ Awning	not permitted
Temporary	not permitted

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:

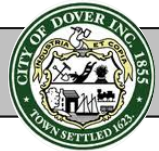
- A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
- B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
- C. The facility shall 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

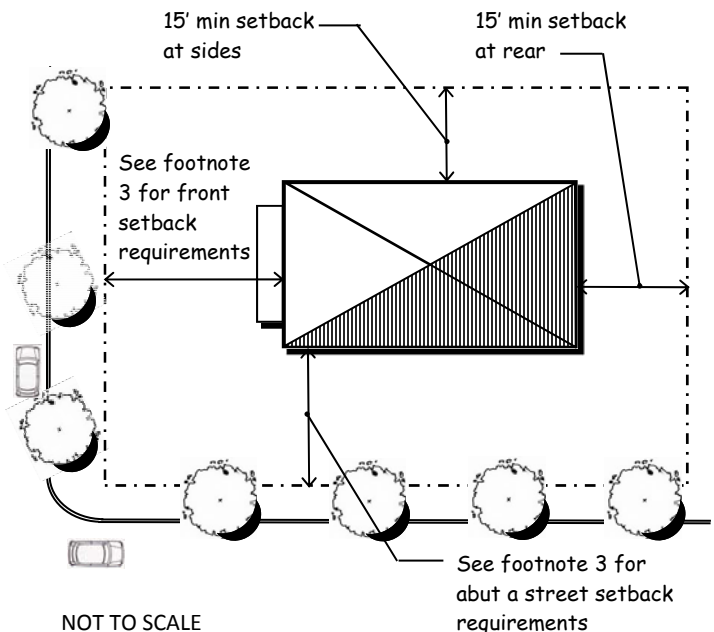
Uses Permitted by Special Exception

- 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 (CUSTOMARY HOME OCCUPATION SIGN 2 sf max, development identification sign 20 sf max)
Type	
FREESTANDING	permitted (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.

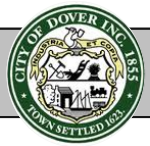
Retail Store [Added 12-08-10 by Ord. No. 2010-10.27-13]:

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

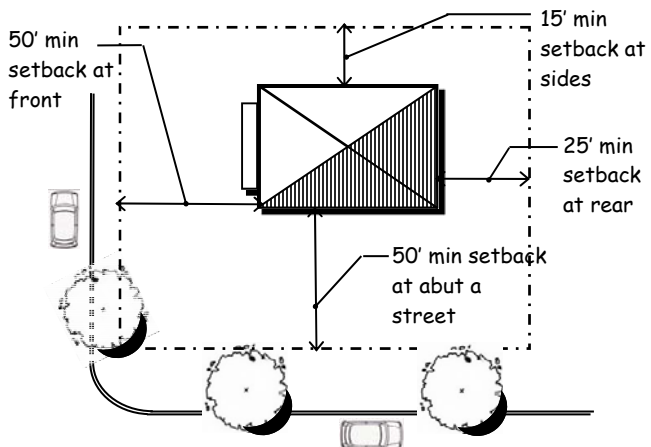
Sign Regulations

Size	I-1 District
Total SIGNS permitted	2 [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. (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

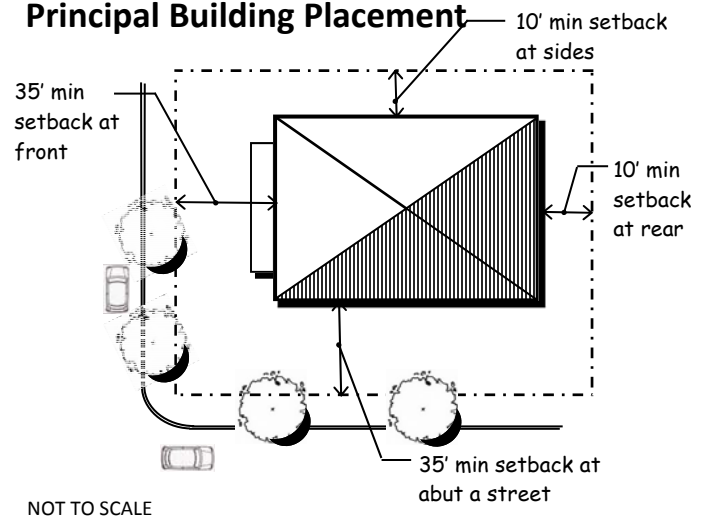
Uses Permitted by Conditional Use

- Alternative Treatment Center

Dimensional Regulations [1] [2]

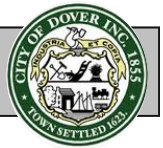
LOT	
Minimum LOT Size	20,000 sf
Maximum LOT COVERAGE	50%
Minimum FRONTAGE	100 ft
PRINCIPAL BUILDING	
Front SETBACK [3]	35 ft
Abut a Street SETBACK	35 ft
Side SETBACK	10 ft
Rear SETBACK	10 ft
OUTBUILDING/ACCESSORY USE	
Front SETBACK	35 ft
Abut a Street SETBACK	35 ft
Side SETBACK	10 ft
Rear SETBACK	10 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 [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 (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

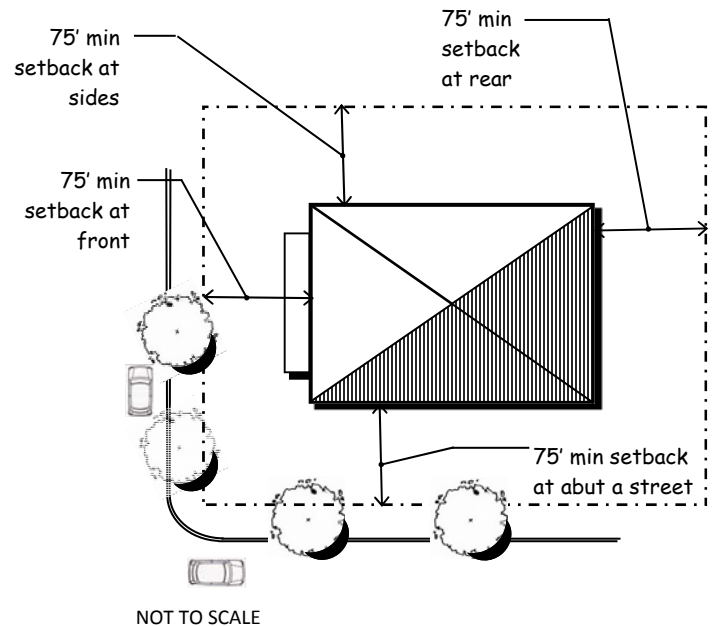
- CHILD CARE FACILITY
- Computer and data processing
- Establishments for the manufacture assembly, services and repair of the products listed below and other uses of a similar nature:
 - ◊ Drugs
 - ◊ Office, computing and accounting machines
 - ◊ Radio and television receiving equipment
 - ◊ Communication 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

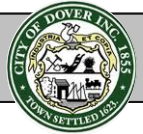
*Parking areas shall be set back at least twenty-five (25) feet from property lines. [Added 7-8-87 by Ord. No. 15-87]

Principal Building Placement



Sign Regulations

Size	I-4 District
Total signs permitted	2 [per tenancy, and is for lot (excluding development identification signs)]
Total area permitted	1 sf for each lineal foot of business FRONTAGE (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 (max ht 30 ft, max size 100 sf)
PROJECTING	permitted
WALL/ Awning	permitted
Temporary	not permitted

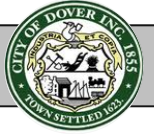


Footnotes

- [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]

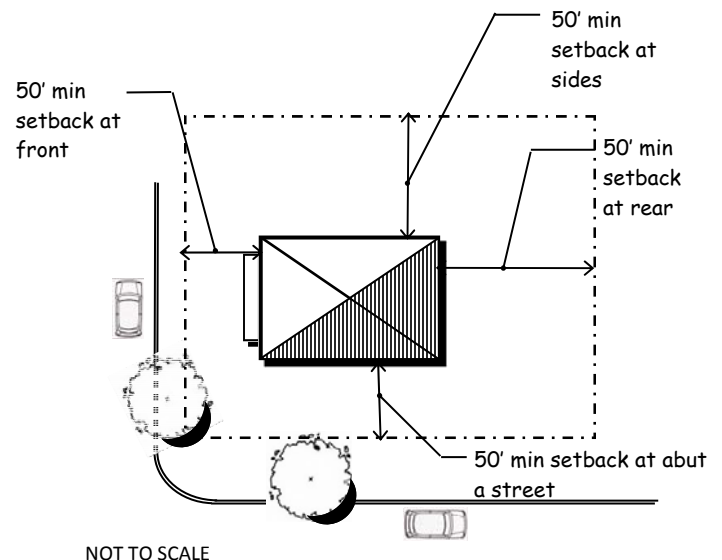
- CHILD CARE FACILITIES
- Computer and data processing
- EDUCATIONAL INSTITUTION, POST-SECONDARY
- Establishments for the manufacture assembly, services and repair of the products listed below and other uses of a similar nature:
 - ◊ Drugs
 - ◊ Office, computing and accounting machines
 - ◊ Radio and 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

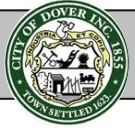
* Parking areas shall be set back at least twenty-five (25) feet from property lines. [Added 7-8-87 by Ord. No. 15-87]

Principal Building Placement



Sign Regulations

Size	ETP District
Total SIGNS permitted	1 (per tenancy, and LOT, excluding development identification SIGNS)
Total area permitted	1 sf for each lineal foot of business FRONTAGE (see regulations for businesses bordering the Spaulding Turnpike)
Type	
FREESTANDING	permitted (max size 60 sf, max height 16 ft, one SIGN per side of FRONTAGE)
PROJECTING	not permitted
WALL/ Awning	permitted
Temporary	not permitted

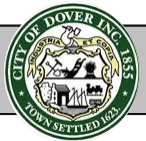


Footnotes

- [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] 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 [per tenancy, and is for lot (excluding development identification signs)]
Total area permitted	1 sf for each lineal ft of business FRONTAGE (see 170-32 for regulations for businesses bordering the Spaulding Turnpike)
Type	
FREESTANDING	permitted (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 (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

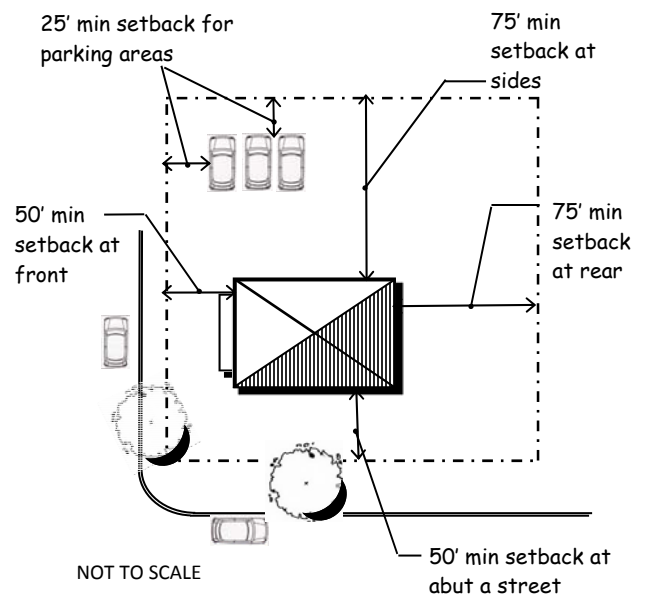
- Alternative Treatment Center

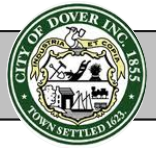
Dimensional Regulations [1] [2]

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.

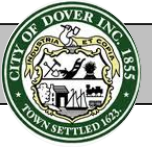
Special Exception Criteria (see 170-52(C)(3) for additional regulations)

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

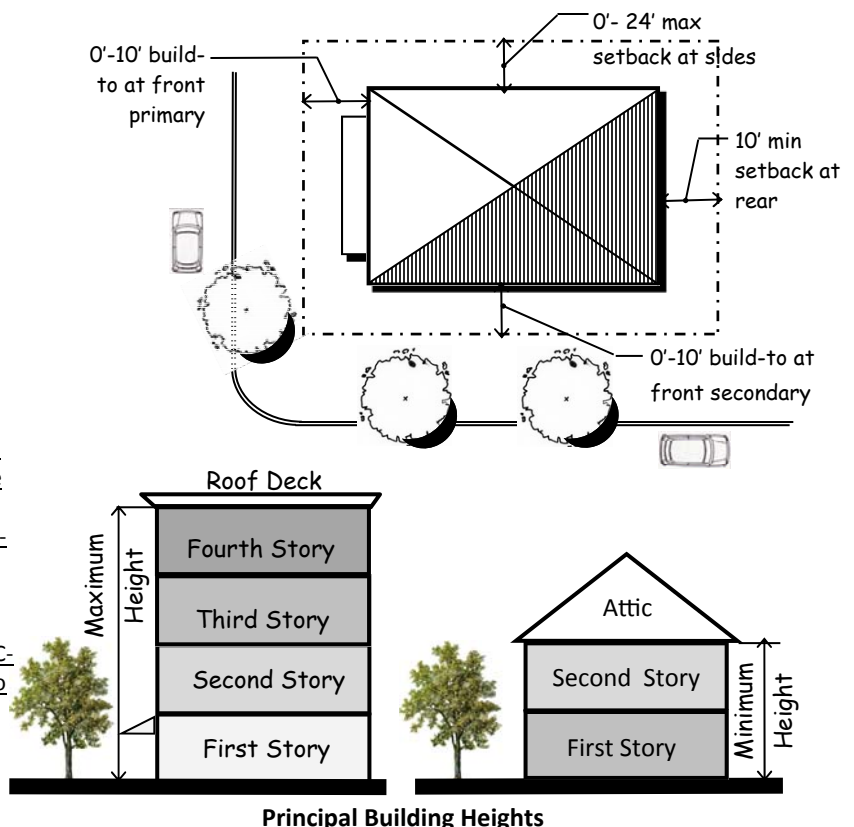
- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- For new construction only non-residential uses shall be on the ground floor level.

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 ground floor except in existing STRUCTURES structures Density allowed at 5,000 sf per unit, 10 units max.	Permitted	Permitted, buildings of four or more units on ground GROUND FLOOR 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
For Conditional Use Permit (CUP) criteria See Section 170-20 B	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) <u>170-32.Q (2)</u>	not permitted per <u>170-32.Q (2)</u>	not permitted	permitted per 170-32.E.3(2) <u>170-32.Q (2)</u>	permitted per 170-32.E.3(2) <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.

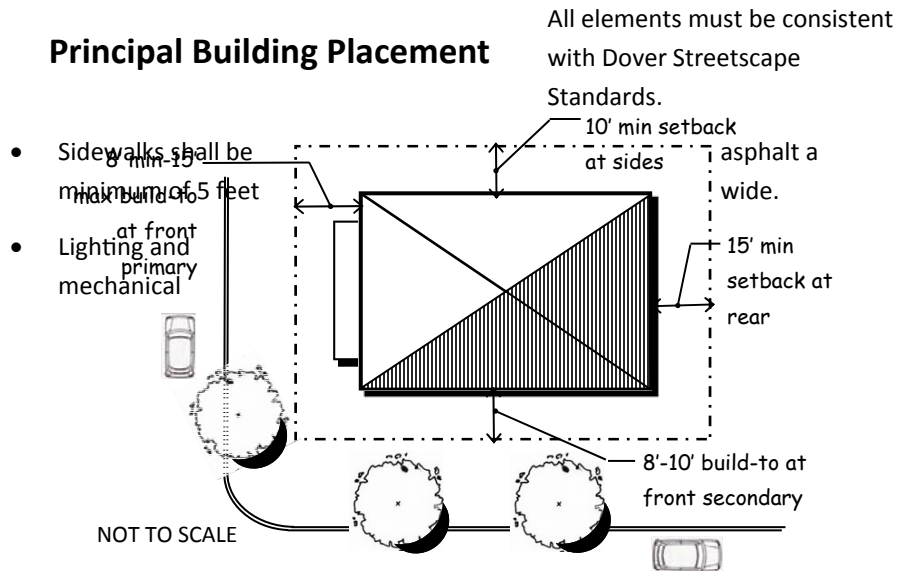
Streetscape Standards (See 170-20 (E))

Dimensional Regulations

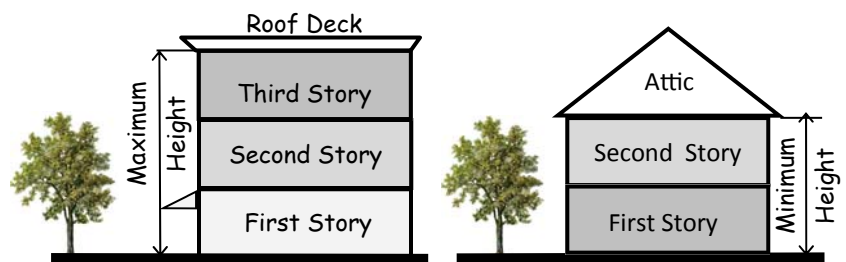
Principal Building	
Lot Size	N/A
Minimum Lot Coverage	40%
Minimum Frontage	75 ft
Frontage Build-Out	40% min
Front Primary Build-To	8 ft min - 15 ft max
Front Secondary Build-To	8 ft min - 10 ft max
Side Setback	10 ft min
Rear Setback	15 ft min
OUTBUILDING/ACCESSORY USES	
Front Setback	20 ft min + bldg. 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 ground floor except in existing STRUCTURES structures Density allowed at 5,000 sf per unit, 10 units max.	Permitted	Permitted, buildings of four or more units on ground GROUND FLOOR 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 470-32.E.3 (2) 170-32.Q (2)	not permitted per 170-32.Q (2)	not permitted	permitted per 470-32.E.3 (2) 170-32.Q (2)	permitted per 470-32.E.3 (2) 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.

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.

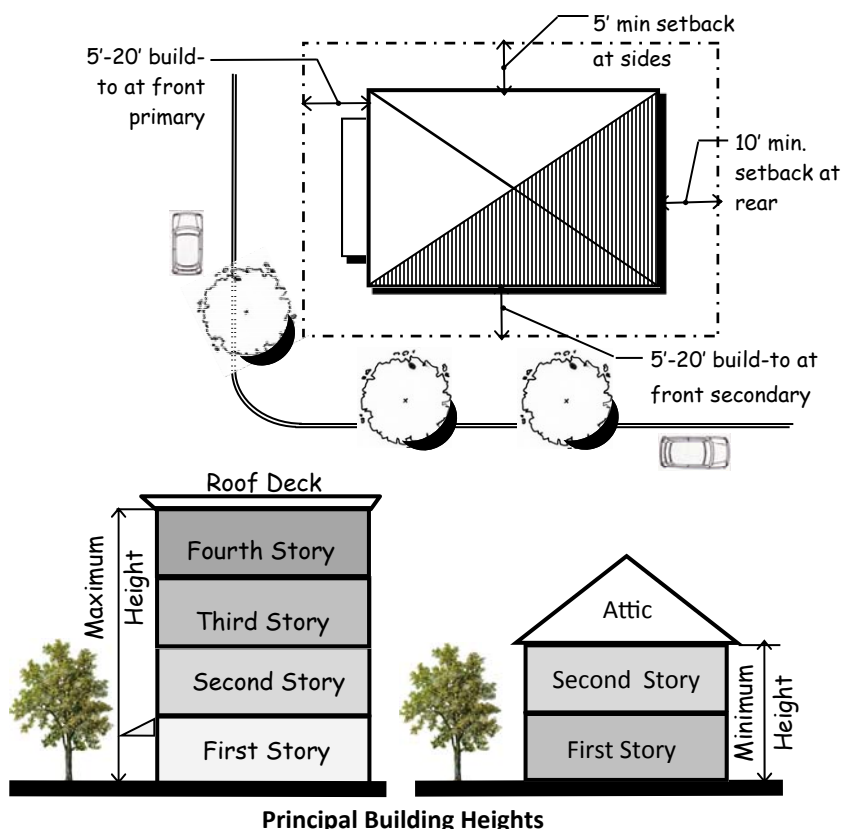
Architectural Standards (See 170-20 (F))

- 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.

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



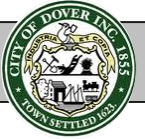
Permitted Uses - Central Business District

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 ground floor except in existing STRUCTURES structures Density allowed at 5,000 sf per unit, 10 units max.	Permitted	Permitted, buildings of four or more units on ground GROUND FLOOR 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 470-32.E.3 (2) 170-32.Q (2)	not permitted per 170-32.Q (2)	not permitted	permitted per 470-32.E.3 (2) 170-32.Q (2)	permitted per 470-32.E.3 (2) 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

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

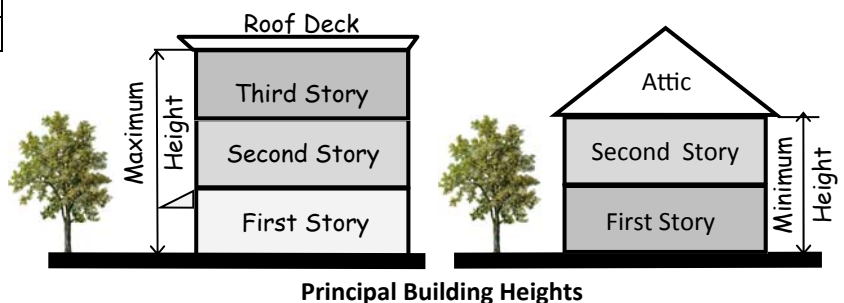
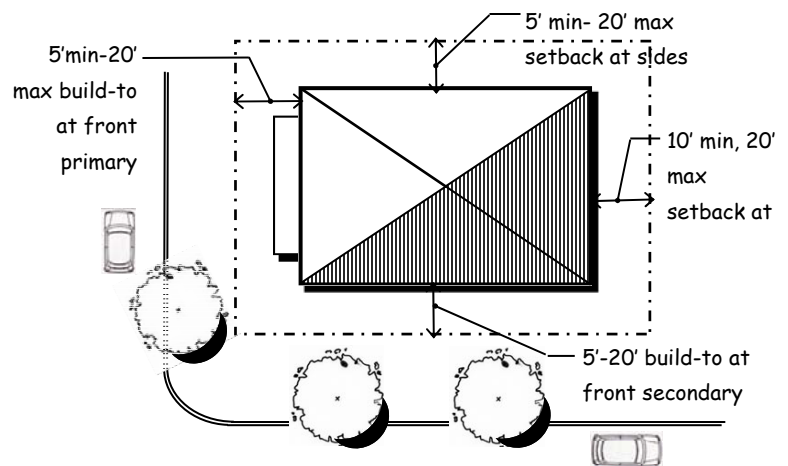
- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- ~~Residential uses permitted; buildings with more than 4 units are required to follow architectural standards, see section 170-20F.~~

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

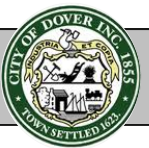
Permitted Uses - Central Business District

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 ground floor except in existing STRUCTURES structures Density allowed at 5,000 sf per unit, 10 units max.	Permitted	Permitted, buildings of four or more units on ground GROUND FLOOR 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

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.



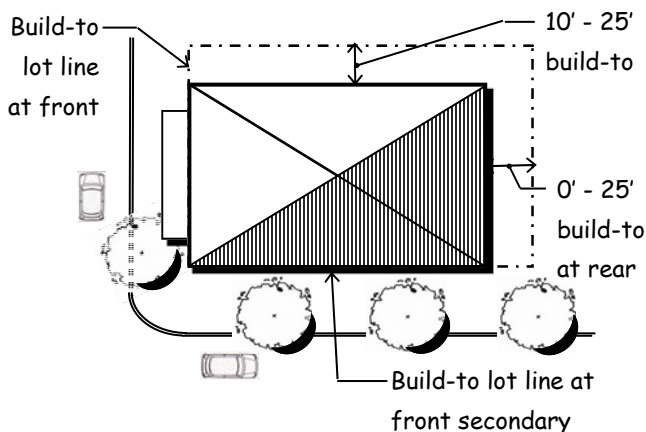
Statement of Purpose

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

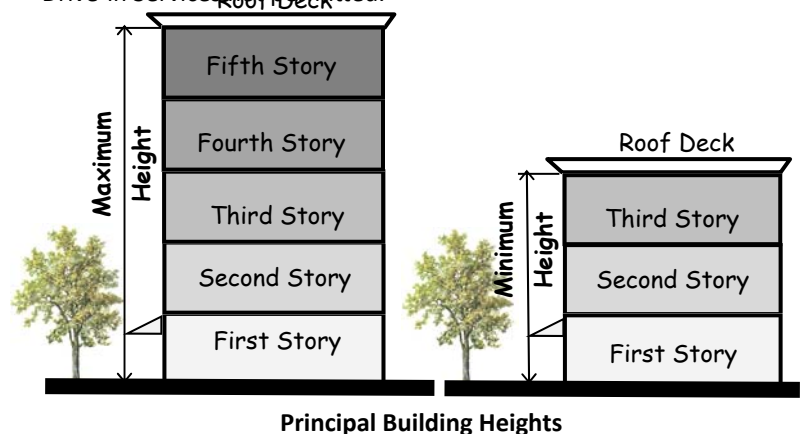
- No less than 30% of the façade shall be windows.
- A pedestrian entrance shall be required at the street side or front façade.
- No more than 80% of any street façade shall be for parking.

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

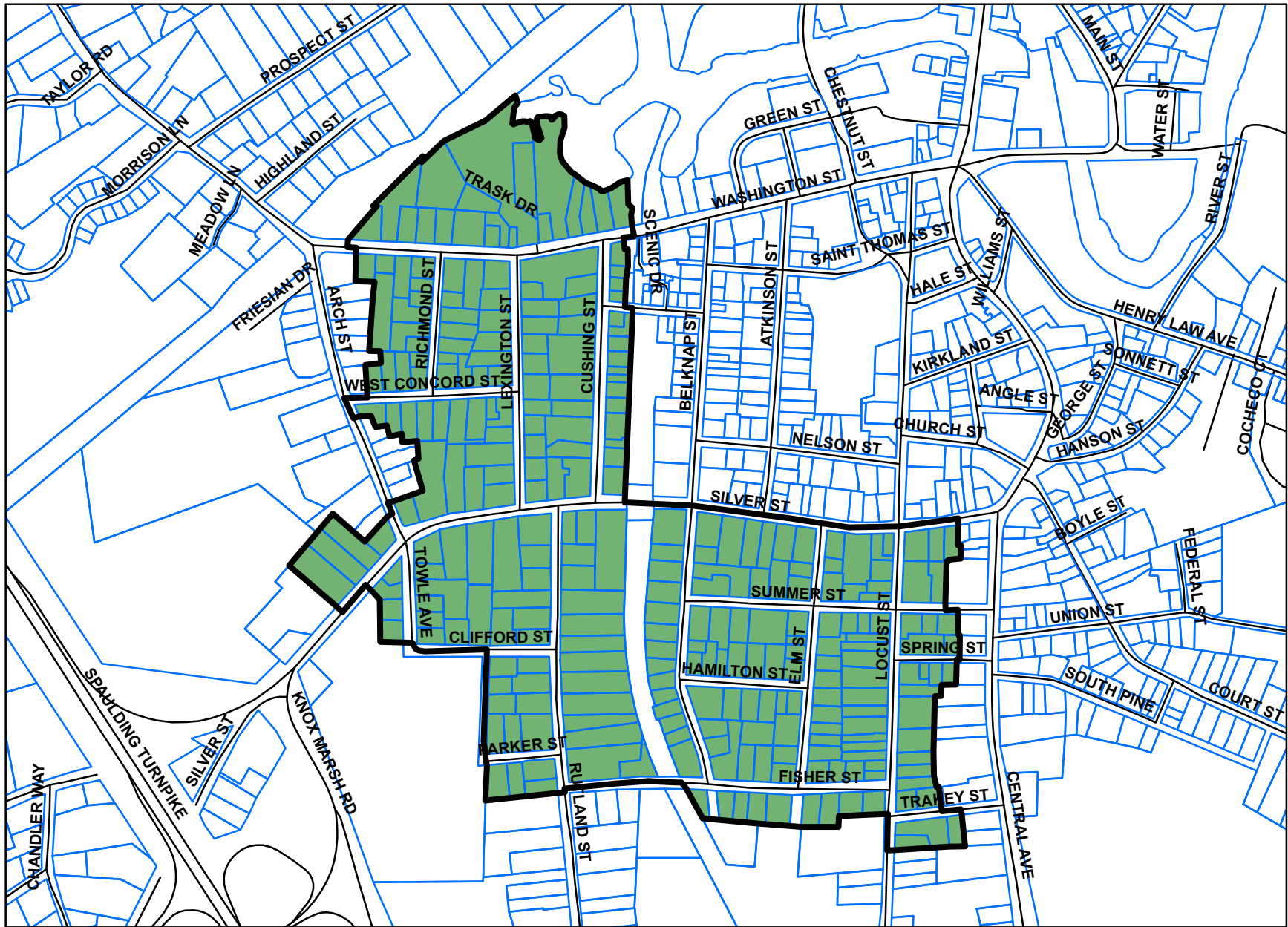
Uses	General	Mixed Use	Residential	Downtown Gateway	TOD
Residential	Permitted, but not on ground floor, except in an existing use	Permitted, but not on GROUND FLOOR ground floor except in existing STRUCTURES structures Density allowed at 5,000 sf per unit, 10 units max.	Permitted	Permitted, buildings of four or more units on ground GROUND FLOOR 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



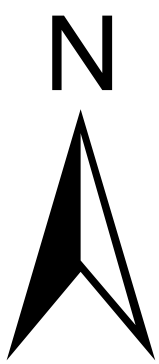
Prepared by the Department of Planning and Community Services

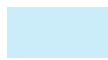
August 26, 2014



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

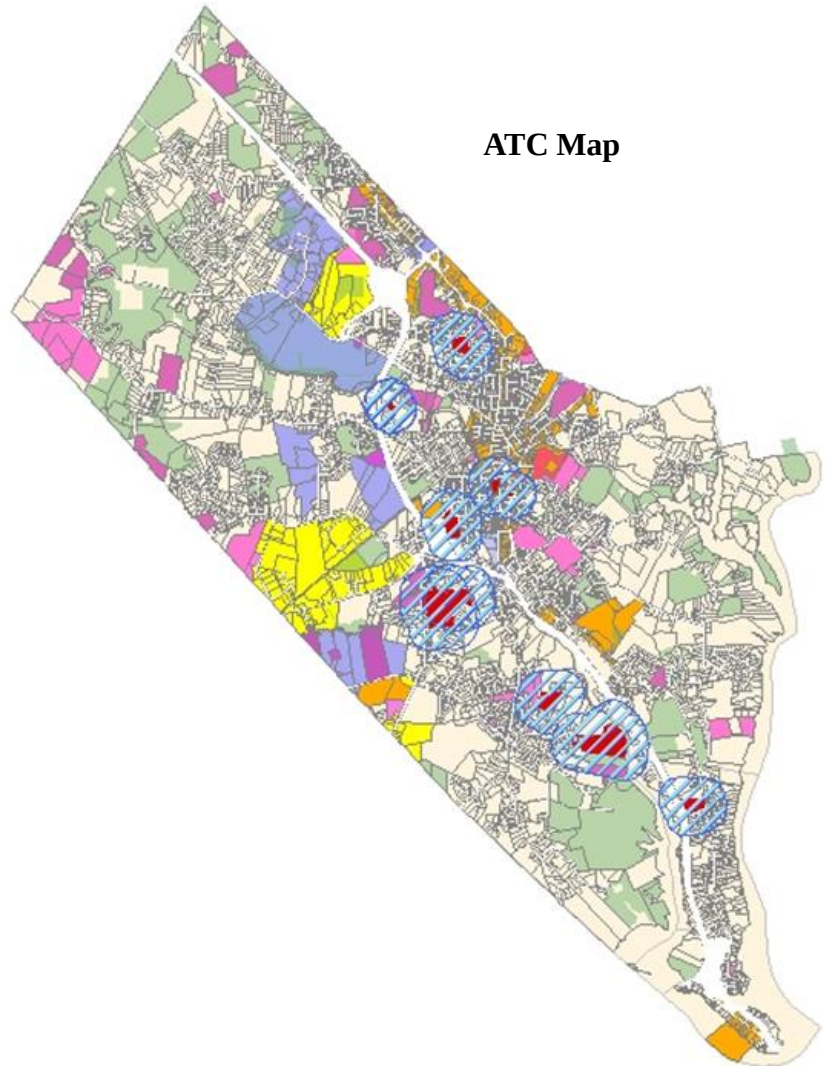
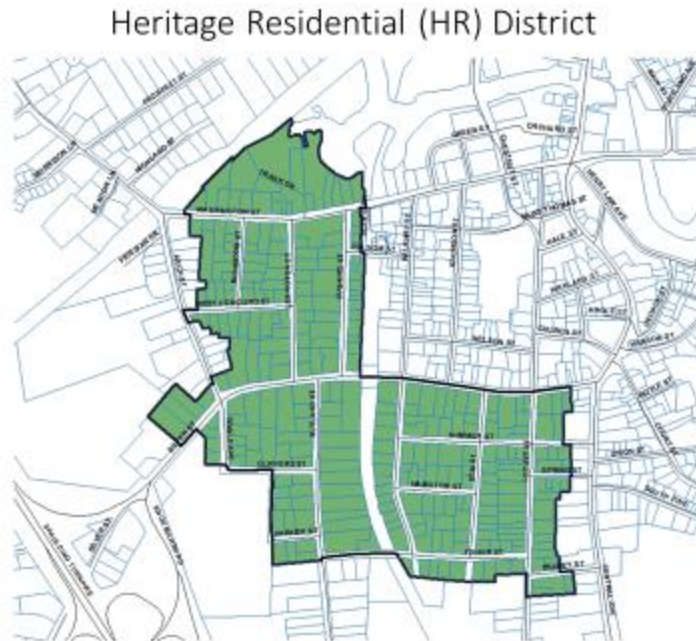
Zoning Ordinance

#	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	• Reduce permit requirements and streamline process • Limit illumination in downtown gateway zone to no later than 9 pm • Clarify/reduce Mill Motif requirements downtown (remove subjectivity) • Clarify temporary sign provisions, expanding allowances, remove Mill Motif requirements in CBD • Revise definitions of freestanding sign and sign area	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



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	Sign Regulation Changes: • Reduce permit requirements and streamline process • Limit illumination in downtown gateway zone to no later than 9 pm • Clarify/reduce Mill Motif requirements downtown (remove subjectivity) • Clarify temporary sign provisions, expanding allowances (add guidelines for non-profits, remove Mill Motif requirements in CBD) • Revise definitions of freestanding sign and sign area

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 +- 5'	Avg within 250 feet +- 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

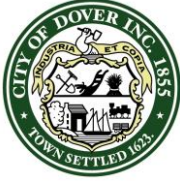
Floodplain Changes

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
 - ◉ Twitter: @DoverNHPlanning



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.08.05 - 102**

Resolution Re: **Acceptance of Development Agreement Between the City of Dover and VMD Companies, LLC**

WHEREAS: The City of Dover is committed to ongoing development as part of its economic development goals and objectives in order to create a vibrant city; and

WHEREAS: VMD Companies, LLC, the owner of property located at Tax Map 11, Lot 2, consisting of 19 +/- acres in the area of Silver Street and the Spaulding Turnpike, is interested in redeveloping its property to the highest and best use, including the anticipated construction of a 75 unit assisted living facility; and

WHEREAS: City staff is negotiating a Development Agreement between VMD Companies, LLC and the City of Dover for the redevelopment of the property. The redevelopment of the property is projected to increase the assessed value of the land and building(s); and

WHEREAS: As a component of the development, VMD Companies, LLC will make improvements to neighboring roadways, including the design, construction, and installation of a roundabout at the intersection of Silver Street, the Spaulding Turnpike, and the entrance to the project site, (a project currently contained in the City's Capital Improvement Plan) for which the City shall reimburse VMD Companies, LLC up to \$1,000,000.00 toward the commercially reasonable costs of said work upon issuance of the certificate of occupancy for anticipated assisted living facility; and

WHEREAS: The property will be redeveloped in a manner consistent with the City's Master Plan, and consistent with a pro-diverse economic development policy endorsed by the Dover Business and Industrial Development Authority and Planning Board.

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

The City Manager is authorized to enter into a Development Agreement with VMD Companies, LLC related to development of the property along Silver Street and the Spaulding Turnpike, Tax Map 11, Lot 2, consistent with the attached Term Sheet and to sign documents to be recorded with the Registry of Deeds, including any deed(s) and/or easement(s), consistent with the terms of the Development Agreement.

REFER TO A PUBLIC HEARING

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 I. Blenkinsop
General Legal Counsel

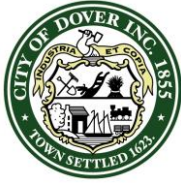
Recorded by:

Karen Lavertu
City Clerk

Document Created by: Legal
Document Posted on: August 5, 2015

**R_2015.08.05 – Acceptance of Development Agreement
Between the City of Dover and VMD Companies, LLC**

Page 1 of 2



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.08.05 - 102**
Resolution Re: **Acceptance of Development Agreement Between the City of Dover and VMD Companies, LLC**

DOCUMENT HISTORY:

First Reading Date:	08/05/2015	Public Hearing Date:	08/12/2015
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:

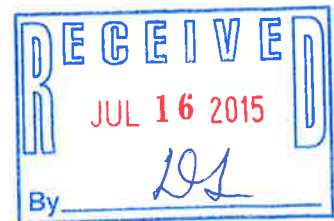
See attached Development Agreement Term Sheet.

**Development Agreement Terms between City of Dover, New Hampshire (“City”) and
VMD Companies, LLC (the “Developer”)**

1. The Developer seeks develop the property known as Map 11, Lot 2, consisting of 19 acres, more or less, and which fronts along Silver Street and the Spaulding Turnpike (the “Project Site”). The first building to be developed on the Project Site is intended to be a 75 unit assisted living facility. A more detailed agreement will be signed by the parties with the terms set forth herein and additional terms as is customary in New Hampshire (the “Development Agreement”).
2. The Developer will need to make certain improvements to the roads serving the Project Site, and the City will reimburse the Developer for some of the costs of those improvements, as follows:
 - a. The City shall reimburse the Developer up to One Million Dollars (\$1,000,000) toward the commercially reasonable costs expended by the Developer on the design, construction and installation of a roundabout at the intersection of Silver Street, the entrance of the Project Site and Spaulding Turnpike. The Developer’s costs eligible for reimbursement also include the carrying costs for the letter of credit securing the payment of taxes in the first year following issuance of a certificate of occupancy for the assisted living facility or other comparable commercial building improvements for the Project Site (if the assisted living facility is not the first building constructed on the Project Site).
 - b. The Developer shall not receive reimbursement until a Certificate of Occupancy has been issued for the 75-unit assisted living facility to be constructed on the Project Site.
 - c. The parties have agreed to obligate themselves to this reimbursement arrangement for a five (5) year period. If the 75-unit assisted living facility on the Project Site is not developed in five (5) years, the parties can terminate their obligations or provide for additional time, depending on the circumstances at that time.
 - d. Following issuance of a certificate of occupancy for the 75-unit assisted living facility for the Project Site, the Developer must guarantee a minimum assessed value for the Project, including the Project Site, which shall be established so that such value shall not be less than the amount needed to generate an annual tax payment equal to the following: The sum of the actual expense to the City to retire, over a five (5) year period, the bond issued by the City to provide funding for the Reimbursement, including interest at rates then applicable to the issued bond, plus its reasonable costs, expenses and fees related to the issuance and servicing of the bond (the “Guaranteed Assessed Value”). In the event that following the setting of the Guaranteed Assessed Value, the City discovers any other costs, expenses and fees (“Extra Costs”) related to the issued bond which were not included in the calculation of the original Guaranteed Assessed Value figure or if the Guaranteed Assessed Value was set based on estimates of such Extra Costs that do not reflect the actual interest, costs, fees and expenses, the City may modify the Guaranteed Assessed Value, provided that such Extra Costs were not recklessly omitted from the first calculation of Guaranteed

Assessed Value. The Guaranteed Assessed Value adheres to the Project, including the Project Site for a period of seven (7) years. The actual value of the Project, including the Project Site, could be higher depending on the development by Developer. However, it will never fall below the Guaranteed Assessed Value, set forth above, during the 7 year period.

- e. While the Developer may seek an abatement because it believes the assessed value for the Project is too high, the Developer agrees that at during the 7-year period described above, the assessed value will not fall below the Guaranteed Assessed Value needed to retire the bond, as set forth above.
3. The Developer shall hold meetings with the abutters prior to the Planning Board approval, commencement of construction and the issuance of a building permit. These meetings shall be noticed to the City, and use the same abutter list generated for the site plan submission to the Planning Board. The Developer shall invite the City and provide a copy of the attendance list to the City upon completion of the meeting.
 4. The City Manager shall obtain approval to execute a Development Agreement consistent with the terms and conditions in this term sheet. Any terms or conditions in the Development Agreement that represent changes or additions to the terms and conditions in this term sheet shall be subject to the consent and approval of the City, acting by and through its City Manager. Changes or additions considered material by the City Manager, in the City Manager's sole discretion, shall require approval by the City Council.



**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: St Thomas' Episcopal Church
 Federal Tax ID number for Organization: 02-0223250
 Check (☒) Nature of Organization:
 Religious ☒, Educational _____, Charitable _____, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
 (Describe) Fair Raffle
 Contact Person: Carol Heighes Day Time Telephone: 603-978-5010
 Address: 27 Partridge Greenway Email: caheighes47@gmail.com
Rochester
 Purpose of Permit: OK for Raffle
 Date of Event: Oct. 24, 2015 Specific Time: 9-2:30
 Location of Event: St Thomas' Episcopal Church, 5 Hale St. Dover, NH

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

Prize (s) To Be Awarded: Artwork, wrapping, food, coffee, Misc Gift Certificates
 Cost of Ticket: 1.00 Date of Drawing: Oct 24, 2015
 Place of Drawing: St Thomas' Episcopal Church

* 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: _____

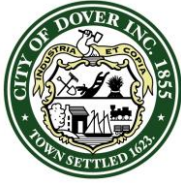
Printed Name: _____

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: Carol Heighes DATE: July 16, 2015
 (duy authorized)

PRINTED NAME: Carol Heighes

Licensing Board Approval (A) Date: 7/22/15



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R - 2015.08.12 – 104**
Resolution Re: **B09064 Parking Meters**

WHEREAS: Sealed Request for Proposal B09064 was requested and received for the purchase of Pay & Display Parking meters on April 13, 2009 @ 2:00pm; and

WHEREAS: Three vendors meeting specifications were evaluated and recommendation to award to Parkeon was approved by City Council via resolution R-2009.07.22. The initial purchase consists of the purchase and installation of nine (9) pay and display parking meters. An additional forty one (41) meters was approved in 2010 and then another nine (9) in 2011; and

WHEREAS: The City has now received pricing for 10 Pay by Space meters for the new parking garage at a cost of \$68,470.00 which includes delivery and installation. Other options listed in the quote are Ethernet communications for the 10 meters at a cost of \$5,320.00 and fifty 3G Modems at no cost for a total of \$73,790.00. The City will also purchase 2 additional coin canisters at \$179.00 each for a total of \$358.00. The Software Management System monthly fee is \$57.00 per unit for total of \$570.00 per month; and

WHEREAS: This pricing is a result of a national contract awarded to Parkeon via a cooperative purchase with the Miami Parking Authority.

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 Parkeon for the purchase of the ten (10) pay by space parking meters with options in the amount not to exceed \$74,148.00 and annual software management system of \$6,840.00. 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
4011.1.210.42130.4741.02380.11	parking meters	157,179.78	151,087.15

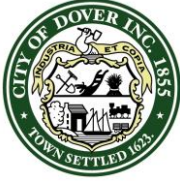
AUTHORIZATION

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.2.

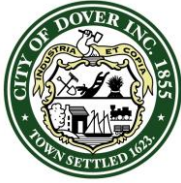
Resolution Number: **R - 2015.08.12 – 104**
Resolution Re: **B09064 Parking Meters**

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.2.

Resolution Number: **R - 2015.08.12 – 104**
Resolution Re: **B09064 Parking Meters**

RESOLUTION BACKGROUND MATERIAL:

At their September 16, 2014 and November 18, 2014 meetings, the Parking Commission reviewed the paid parking options for the garage and recommended that the City install a Pay by Space system and to purchase ten (10) Parkeon Strada Pay by Space meters. The decision to upgrade to the Ethernet communication system will be made after a cellular signal strength test is conducted on the garage. The Parking Manager was able to leverage the free modems through negotiations with the vendor saving the city \$17,500.00.

Bid Information:

Sealed Request for Proposal B09064 was requested and received for the purchase of Pay & Display Parking meters on April 13, 2009

Award Information:

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

Purchasing Information:

Type:	Purchase orders	Advertised:	na
Invitations Mailed:	na	Number of Responses:	na
Warranty:	Yes	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Delivered	Estimated Delivery:	2015
Recommended Award to:	Parkeon	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B09064 Cost Results



August 3, 2015

Sales Quote - Dover NH
Strada Rapide Pay Stations Pay by Space
(Accepts, coins, tokens, debit and credit cards)
Includes:
7 inch Color Display
Solar Power Operation w/Autonomous Battery or AC Mains
Credit/Coins/Tokens Card Reader
3G Modem and Antenna Kit
Capacitive Keypad
EMV Card Reader
High Security Mechanical Lock-Upper Compartment
Thermal Graphic Printer w/Self Sharpening Receipt Cutting Blade
1 Roll of Paper
Personalized Software Including Programming and Testing
Instructional Graphics and Personalized Rate Plate
Multi Lingual Button
Increment and Max Buttons for Credit Card Payments
Credit Card Software and Parkfolio License Fees
Limited One Year Warranty
Strada Rapide Pay by Space or Plate Station
Installation and Shipping
TOTAL

QUANTITY	PRICE	TOTAL
10	\$6,522	\$65,220
10	\$325	\$3,250
10	\$6,847	\$68,470
QUANTITY	PRICE	TOTAL
Recommended Options		
10	\$532	\$5,320
2	\$179	\$358
50	\$0	\$0
TOTAL Including Options		\$74,148

TOTAL

Ethernet Option
Extra Coin Canister
3G Modems

BOS Management Fees



myParkfolio Back-Office Software Management System

Includes:

2 way wireless or Ethernet connectivity
Wireless airtime fees
On-line access to hosted secure server
Processing and storage of all transactions, maintenance, alarms, & statistic.
Database space
PCI Level 1 Certified real-time credit card authorization account set-up and management
Secure user rights management
Rate Editor Included

Back Office Options:

Whoosh

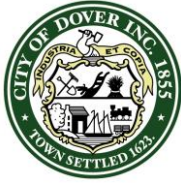
Monthly Fees		Monthly Total
10	\$57	\$570

Business Development Manager

Parkeon

40 Twosome Drive, suite 7, Moorestown, NJ 08057

856-234-8000



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2015.08.12 – 105**

Resolution Re: B15079 Engineering Consultant for Bridge Work

WHEREAS: A Sealed Request for Proposal B15079 was issued and received for an engineering consultant for bridge related work on 7/16/2015 at 11:00 am. A mandatory prebid meeting was conducted on 6/29/15 at 11:00 at 271 Mast Rd Dover with ten vendors attending; and

WHEREAS: Six vendors replied and were evaluated. A short list of the top four vendors was generated and cost proposal were opened and added to the ranking. The proposal deemed most advantageous to the city was submitted by GM2 in the amount not to exceed \$30,105.30; and

WHEREAS: The bridges that are part of this RFP are: Washington St Bridge (136/123), Chestnut St Bridge (128/122) and Central Ave Bridge (131/123).

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 GM2 Associates for engineering services at rates provided in conjunction with Bid B15079 in the amount not to exceed \$30,105.30. 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
1000.1.300.43121.4752.00000.92	Bridges	99,608.00	99,608.00

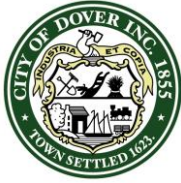
AUTHORIZATION

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.3.

Resolution Number: **R – 2015.08.12 – 105**

Resolution Re: B15079 Engineering Consultant for Bridge Work

DOCUMENT HISTORY:

First Reading Date:

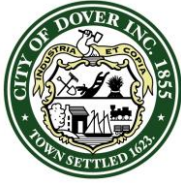
Public Hearing Date:

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.3.

Resolution Number: **R – 2015.08.12 – 105**

Resolution Re: B15079 Engineering Consultant for Bridge Work

RESOLUTION BACKGROUND MATERIAL:

1. The Consultant will evaluate the Chestnut Street Bridge expansion joints and approaches and develop a repair and maintenance plan and bid specifications to repair such. The Consultant will evaluate if the Chestnut Street bridge can be converted from 4 lanes of traffic to two lanes of traffic and parallel parking on one side.
2. The Consultant will investigate why the water main on the Washington Street Bridge (136/123) failed and develop a plan and specifications to repair the water main.
3. The Consultant will design a bridge deck resurfacing plan (Approx. 55 ft x 138 ft) for the Central Ave bridge (131/123) located by First St. The Consultant will also evaluate the Central Ave. Bridge expansion joints that have been damaged from plowing and develop a plan/specifications to repair them.

Bid Information:

A Sealed Request for Proposal B15079 was issued and received for an engineering consultant for bridge related work on 7/16/2015 at 11:00 am

Award Information:

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

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

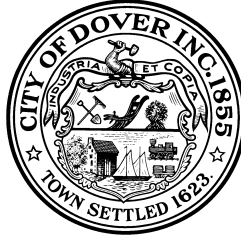
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations sent:	258	Number of Responses:	6
Warranty:	n/a	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Complete	Estimated Delivery:	As needed
Recommended Award to:	GM2 Associates	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15079 Bid Results
Exhibit B – B15079 Draft Contract Documents

DANIEL R. LYNCH
Finance Director
d.lynch@dover.nh.gov

ANN M. LEGERE, CPPB
Purchasing Agent
a.legere@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6030
Fax: (603) 516-6097
www.dover.nh.gov

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

Bid Results
Engineering Consultant for Bridge Related Work
#B15079

<i>Vendor</i>	<i>Cost</i>
HEB Engineers PO Box 440 No Conway NH	\$14,774
Dubois & King Inc 831 Union Ave Laconia NH	
GM2 Associates 197 Loudon Rd Concord NH	\$30,105.30
CMA Engineers Inc 36 Box St Portsmouth NH	
Becker Structural Engineers 75 York St Portland ME	\$50,000
Greenman-Pedersen Inc 14 Manchester Sq Portsmouth NH	\$43,720



CITY OF DOVER

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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



CITY OF DOVER

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DOVER, NH 03820
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603.516.6000

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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DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

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)



CITY OF DOVER

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

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

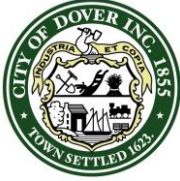
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R - 2015.08.12 – 106**

Resolution Re: B15083 – 2015 Infiltration and Inflow Reduction

WHEREAS: Sealed Requests for Bid B15083 were issued and received for the 2015 Infiltration and Inflow Reduction on July 29, 2015 @ 2:00 PM; and

WHEREAS: Three bid replies were received with low bid and bid deemed most advantageous to the city being received from SUR Construction of Rochester, NH in the amount of \$608,275.00. The project consists of cleaning, CCTV inspections and relining of approximately 270 LF of 12-inch sewer, Slip-lining of approximately 280 LF of 18-inch HDPE pipe with 14-inch HDPE pipe under the Spaulding Turnpike, replacement of approximately 1,050 LF of 8-inch and 12-Inch sewer, sewer manholes, replacement of fire hydrants, replacement of water services, pavement reclamation with cement stabilization, paving and associated work; and

WHEREAS: It is the recommendation to award to SUR Construction in the amount not to exceed \$608,275.00 once official approval from NHDES has been received.

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 SUR Construction of Rochester, NH given the bid amount of \$608,275.00. 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
5320.1.300.43250.4757.04570.12	Sewer I&I	250,000	108,922
5320.1.300.43250.4757.04570.13	Sewer I&I	250,000	221,647
5320.1.300.43250.4757.04570.14	Sewer I&I	300,000	297,300
5320.1.300.43250.4757.04570.15	Sewer I&I	300,000	300,000

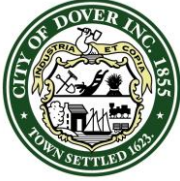
AUTHORIZATION

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.4.

Resolution Number: **R - 2015.08.12 – 106**

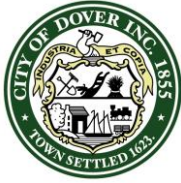
Resolution Re: B15083 – 2015 Infiltration and Inflow Reduction

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 - 2015.08.12 – 106**

Resolution Re: B15083 – 2015 Infiltration and Inflow Reduction

RESOLUTION BACKGROUND MATERIAL:

Per state of NHDES grant funding to the municipality, the City of Dover must follow all procedural requirements or risk loss of NHDES Grant money of 20% of project from the State Aid to Municipalities for Water Pollution Control Grant.

The project includes cleaning, CCTV inspections and relining of approximately 270 LF of 12-inch sewer, Slip-lining of approximately 280 LF of 18-inch HDPE pipe with 14-inch HDPE pipe under the Spaulding Turnpike, replacement of approximately 1,050 LF of 8-inch and 12-Inch sewer, sewer manholes, replacement of fire hydrants, replacement of water services, pavement reclamation with cement stabilization, paving and associated work.

Bid Information:

Sealed Requests for Bid B15083 were issued and received for the 2015 Infiltration and Inflow Reduction on July 29, 2015 @ 2:00 PM

Award Information:

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

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:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	357	Number of Responses:	3 bids
Warranty:	na	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	For contract term	Estimated Delivery:	2015
Recommended Award to:	SUR Construction	Fund:	Sewer I&I
Other Approvals Required:	Yes NHDES	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15083 Bid Results
Exhibit B – B15083 Draft Contract Documents

Dover, New Hampshire
QUANTITIES SHEET
7/2/2015

B15083 - 2015 Infiltration/Inflow Reduction

Project No. 12663C

NO.	DESCRIPTION	UNITS	UNIT TOTAL	Contractor		Contractor		Contractor	
				SUR CONSTRUCTION Rochester, NH		JAMCO EXCAVATORS South Hampton, NH		KINGSBURY CO LLC Waitsfield, VT	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Mobilization (maximum of 2% of Total Bid)	LS	1	10,000.00	10,000.00	11,830.00	11,830.00	14,000.00	14,000.00
2	Traffic Control	LS	1	50,000.00	50,000.00	7,500.00	7,500.00	50,000.00	50,000.00
3	12-inch Sewer Main Relining	LF	270	80.00	21,600.00	354.00	95,580.00	200.00	54,000.00
4	Reinstatement of Sewer Services	EA	3	150.00	450.00	4,000.00	12,000.00	2,000.00	6,000.00
5	Slip-lining Existing 18-inch Sewer Main	LF	280	230.00	64,400.00	205.00	57,400.00	140.00	39,200.00
6	Relocate Existing Water Main	LF	25	200.00	5,000.00	150.00	3,750.00	350.00	8,750.00
7	Furnish and Install 8-inch PVC Sewer Pipe	LF	990	65.00	64,350.00	100.00	99,000.00	110.00	108,900.00
8	Furnish and Install 12-inch PVC Sewer Pipe	LF	55	130.00	7,150.00	225.00	12,375.00	185.00	10,175.00
9	Furnish and Install Sanitary Service Connections	LF	625	65.00	40,625.00	80.00	50,000.00	66.00	41,250.00
10	Sewer Manholes	VF	52	600.00	31,200.00	600.00	31,200.00	575.00	29,900.00
11	Furnish and Install Manhole Drop Connections	VF	10	80.00	800.00	360.00	3,600.00	150.00	1,500.00
12	Trench Excavation - Ledge	CY	140	150.00	21,000.00	25.00	3,500.00	250.00	35,000.00
13	Test Pit Excavation and Backfill	EA	20	200.00	4,000.00	250.00	5,000.00	1,000.00	20,000.00
14	Excavation Below Grade and Replacement Backfill	CY	100	50.00	5,000.00	40.00	4,000.00	50.00	5,000.00
15	Loaming and Seeding	LS	1	25,000.00	25,000.00	11,500.00	11,500.00	50,000.00	50,000.00
16	Trench Pipe Insulation	LF	1500	4.00	6,000.00	3.00	4,500.00	5.00	7,500.00
17	Full Depth Reclamation with cement stablization	SQ YD	3750	15.00	56,250.00	2.25	8,437.50	11.00	41,250.00
18	Furnish and Install Hot Bituminous Paving - Binder Course	TON	540	85.00	45,900.00	85.00	45,900.00	90.00	48,600.00
19	Furnish and Install Hot Bituminous Paving - Surface Course	TON	325	90.00	29,250.00	85.00	27,625.00	93.00	30,225.00
20	Furnish and Install Hot Bituminous Paving - Hand-Placed Drive	TON	40	175.00	7,000.00	200.00	8,000.00	175.00	7,000.00
21	Work Area Cleaning and Dust Control	LS	1	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
22	Abandonment of Existing 12-inch Sewer Under the Turnpike	LS	1	10,000.00	10,000.00	5,000.00	5,000.00	26,000.00	26,000.00
23	Removal and Disposal of AC pipe	LF	25	150.00	3,750.00	100.00	2,500.00	100.00	2,500.00
24	Clearing and Grubbing	LS	1	25,000.00	25,000.00	5,000.00	5,000.00	20,000.00	20,000.00
25	Agregate Base	Cu. Yd	150	27.00	4,050.00	25.00	3,750.00	40.00	6,000.00
26	Removal and Installation of hydrant assemblies	Each	2	2,000.00	4,000.00	2,800.00	5,600.00	1,500.00	3,000.00
27	Water Service Pipe	LF	900	40.00	36,000.00	60.00	54,000.00	20.00	18,000.00
28	Curb stops and boxes	Each	22	130.00	2,860.00	240.00	5,280.00	750.00	16,500.00
29	Corporation stops	Each	22	120.00	2,640.00	160.00	3,520.00	800.00	17,600.00
30	Contingency	ALLOW	1	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
				TOTAL \$ 608,275.00		TOTAL \$ 612,347.50		TOTAL \$ 742,850.00	

B. CONTRACT

MAY 2015

NOTICE OF AWARD

Dated _____, 20 ____

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: _____

OWNER'S CONTRACT NO: _____

CONTRACT FOR: 2015 Infiltration/Inflow Reduction

(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$ _____).

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. The same number of sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Conditions.

B-1.2

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable performance BOND, payment BOND and agreement signed by the party to whom the Agreement was awarded, the **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____, 20 _____

By _____

Title _____

Copy to ENGINEER
(Use Certified Mail, Return Receipt Requested)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by
and between City of Dover, hereinafter called "**OWNER**"
(Name of Owner)
and _____ doing business as (an individual,) or (a
partnership,) or (a corporation) hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned:

1. The **CONTRACTOR** will commence and complete the construction of

2015 Infiltration/Inflow Reduction
(Project)

2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and
other services necessary for the construction and completion of the **PROJECT** described herein.

3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS**
within _____ calendar days after the date of the **NOTICE TO PROCEED** unless the period
for completion is extended otherwise by the **CONTRACT DOCUMENTS**. Completion time for
the project will be calculated as calendar days from the date specified in the **NOTICE TO**
PROCEED as follows:

75 calendar days for substantial completion.
90 calendar days for final completion.

Liquidated damages will be in the amount of \$ 1000 for each calendar day of delay from the
date established for substantial completion and \$ 1000 for each calendar day of delay from
the date established for final completion

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT**
DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the
BID schedule.

B-2.2

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) BID BOND
- (E) NOTICE OF AWARD
- (F) AGREEMENT
- (G) PAYMENT BOND
- (H) PERFORMANCE BOND
- (I) CERTIFICATE OF INSURANCE
- (J) NOTICE TO PROCEED
- (K) CHANGE ORDER(S)
- (L) CERTIFICATON OF SUBSTANTIAL COMPLETION
- (M) CERTIFICATION OF FINAL COMPLETION
- (N) CONTRACTOR'S AFFIDAVIT
- (O) CONTRACTOR'S RELEASE
- (P) GENERAL CONDITIONS
- (Q) SUPPLEMENTAL GENERAL CONDITIONS
- (R) SPECIAL CONDITIONS
- (S) DRAWINGS prepared by:

Wright-Pierce

numbered C-1 through C-7 , and dated _____ , 20 15

(T) SPECIFICATIONS prepared or issued by:

Wright-Pierce

_____, and dated _____ , 20 15

(U) ADDENDA:

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

No. _____ , dated _____ , 20 _____

B-2.3

6. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 5 _____ copies, each of which shall be deemed an original on the date first above written.

OWNER: _____

By: _____

Name: _____
(Please type)

(SEAL)

ATTEST: _____

Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

B-3.3

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)
which shall be deemed an original, this _____ day of _____, 20 ____.

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

BY

Principal

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY

Attorney - in - Fact

By _____
Witness as to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of _____
_____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the **OWNER**, dated the _____ day of _____ 20 ____, a
copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to
the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall satisfy all claims
and demands incurred under such contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making
good any default, then this obligation shall be void: otherwise to remain in full force and effect.

B-4.2

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)
which shall be deemed an original, this _____ day of _____, 20 ____.

ATTEST:

By: _____
(Principal) Secretary
(SEAL)

Principal
BY _____

By: _____
Witness as to Principal

(Address)

(Address)

ATTEST:

By _____
Witness as to Surety

(Address)

BY

(Surety)

Attorney - in - Fact

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.

If **CONTRACTOR** is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

NOTICE TO PROCEED

Dated _____, 20 ____

TO: _____
(Insert Name of Contractor as it appears in the Bid Documents)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR: _____

You are notified that the Contract Time under the above contract will commence to run on _____, 20 ____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with paragraph 3 of the Agreement, the dates of Substantial Completion and Final Completion are _____, 20 ____ and _____, 20 ____ , respectively.

Before you may start any Work at the site, paragraph 27 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents. Also before you may start any Work at the site, you must:

(add other requirements)

Copy to ENGINEER

(Use certified Mail, return Receipt Requested)

(owner)

By

(Authorized Representative)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Contractor)

this the _____, 20 ____

By: _____

Employer Identification

Number: _____

CHANGE ORDER

No. _____

PROJECT: _____ DATE OF ISSUANCE: _____

OWNER: _____

(Address)

CONTRACTOR: _____ OWNER's Project No. _____

CONTRACT FOR: _____ ENGINEER _____

ENGINEER's Project No. _____

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

Justification:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____	Original Contract Time _____ (days or date)
Previous Change Orders \$ _____	Net change from previous Change Orders _____ (days)
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ (days or date)
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (decrease) this Change Order _____ (days)
Contract Price with all approved Change Orders \$ _____	Contract Time with all Change Orders _____ (days or date)

This document will become a supplement to the CONTRACT and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:

APPROVED:

APPROVED:

APPROVED:

By: _____
EngineerBy: _____
OwnerBy: _____
ContractorBy: _____
NHDES_____
Date_____
Date_____
Date_____
Date

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

B-7.2

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20 _____

(Engineer)

By: _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20 _____

(Contractor)

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 20 _____

(Owner)

By: _____

CERTIFICATE OF FINAL COMPLETION

Owner's Project No. _____ Engineer's Project No. _____
Project _____
Owner: _____
Contractor: _____
Engineer: _____

Agreement Date: _____
Notice to Proceed Date: _____
Contractual Substantial Completion Date as modified by Change Orders: _____
Actual Substantial Completion Date: _____
Contractual Final Completion Date as modified by Change Orders: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, Engineer and NHDES, the punch list has been completed and the Work of the Contract is hereby declared to be Finally Complete in accordance with the Contract Documents on:

Date of Final Completion

This Certificate does not constitute an acceptance of any Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents. The Warranty for all Work completed subsequent to the date of Substantial Completion expires one year from the date of this Final Acceptance.

Executed by Engineer on: _____, 20_____

By:_____

Contractor Accepts this Certificate of Final Completion on: _____, 20_____

By:_____

Owner Accepts this Certificate of Final Completion on: _____, 20_____

By:_____

NHDES Accepts this Certificate of Final Completion on: _____, 20_____

By:_____

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared, _____
(Individual, Partner or duly

_____ who being duly sworn according to law
authorized representative of corporate contractor)

deposes and says that the cost of all the Work, and outstanding claims and indebtedness of
whatever

nature arising out of the performance of the contract
between

and _____ of _____
(Contractor) (Owner)

dated _____ for the construction of the _____
(Address)

and necessary appurtenant installations have been paid in full.
(Project Name)

(Individual, Partner, or duly authorized representative of corporate contractor)

(Title)

Sworn to and subscribed before me

this _____ day of _____, 20 ____

Notary Public

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIENProject/OwnerContractor

Project: _____

Name _____

Address: _____

Address: _____

City State Zip_____
City State Zip

Owner _____

Contractor License: _____

Contract Date: _____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated and available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or process as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

_____ Dollars (\$_____) constitutes the entire ***unpaid*** balance due the undersigned in Connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this ____ day of _____ 20__

Contractor

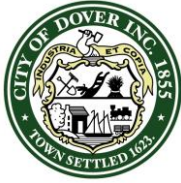
Witness to Signature

By _____

By _____

Title _____

Title _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2015.08.12 – 107**
Resolution Re: B98046 SCADA System Upgrades

- WHEREAS: A Sealed Request for Proposal B98046 was issued and received for a qualified professional engineering firm to identify the long term technical needs of both the city water and wastewater divisions more efficient operations on January 22, 1998 at 2:00; and
- WHEREAS: Five responses were received and evaluated and three firms were selected for interviews. Evaluations were based on experience, past performance in the municipal SCADA arena and qualifications. Recommendation to award to Woodard & Curran was approved by council and they have been maintaining our SCADA system since; and
- WHEREAS: Woodard & Curran has offered a proposals for iFIX upgrades for software and licensing in the amount of \$19,190.00 and a proposal for installation and conversion in the amount of \$19,830.00 for a total of \$39,020.00.

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 Woodard & Curran for SCADA upgrades in the total amount not to exceed \$39,020.00. 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
5300.1.300.43320.4745.03511.07.00	Water SCADA	56,911.00	56,911.00

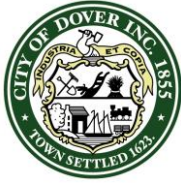
AUTHORIZATION

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.

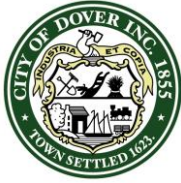
Resolution Number: **R – 2015.08.12 – 107**
Resolution Re: B98046 SCADA System Upgrades

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 – 2015.08.12 – 107**
Resolution Re: B98046 SCADA System Upgrades

RESOLUTION BACKGROUND MATERIAL:

Woodard & Curran has offered a proposal for iFIX upgrades of software and licensing in the amount of \$19,190.00 and a proposal for installation and conversion in the amount of \$19,830.00 for a total not to exceed \$39,020.00. The locations include Mast, River, Griffin, French and Lowell locations

Bid Information:

A Sealed Request for Proposal B98046 was issued and received for a qualified professional engineering firm to identify the long term technical needs of both the city water and wastewater divisions more efficient operations on January 22, 1998 at 2:00

Award Information:

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

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:

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

Exhibit A –SCADA Draft Contract Documents



WOODARD & CURRAN
MEMORANDUM OF AGREEMENT

Project Number: P229302.01 Client PO Number: _____
Client Name: City of Dover, NH
Contact Name: Bill Boulanger Contact Email: B.Boulanger@doover.nh.gov
Address: 271 Mast Road Phone: (603) 516-6459
City: Dover State: NH Zip: 03820
Project Name: City of Dover, NH – iFIX Software Upgrade
Project Location: Dover, NH
☒ See Attachment A
Services: _____
Dover SCADA System – iFIX software procurement and licensing to the City of Dover
(see Attachment A)

Start Date: July 24, 2015 End Date: August 28, 2015
Fee Basis:
☒ Lump Sum Amount \$19,190.00 ☐ Estimated Fee Amount \$
☐ Time & Expenses (see attached schedule)

Pricing is valid for 60 days from date of proposal.

If the above fee is indicated as Time & Expenses with an estimate, our fee will be based on the time expended and costs incurred. Additional services requested, unusual problems or difficulties may necessitate a higher fee. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the Client. The terms and conditions under which we are providing these services are attached and are incorporated herein by reference.

Billings will be: ☒ Monthly ☐ At completion of services ☐ Other _____
Terms will be: ☒ Net 30 days ☐ Other _____

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in the space provided below.

Date: July 24, 2015 By:  Woodard & Curran
Title: Senior Vice President

Accepted:

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services on the above described project; and that the terms and conditions stated are understood and herewith agreed to and accepted. Woodard & Curran is hereby authorized to proceed with the services outlined above.

Date: _____ By: _____
Title: _____



WOODARD & CURRAN ATTACHMENT A

For the City of Dover NH iFIX Upgrade project W&C proposes to provide:

1. iFIX Software Upgrades for the following

ITEM	QTY	KEY ID	DESCRIPTION
1	1	100122454	Mast - iFIX Unlimited Developer v5.8 M4 USB Key, IGS Driver
2	1	100122457	River - iFIX SCADA Client Unlimited v5.8 USB Key, IGS Driver
3	1	100122455	Griffin - iFIX SCADA Client Unlimited v5.8 USB Key, IGS Driver
4	1	100244414	French - iFIX SCADA Client Unlimited v5.8 USB Key, IGS Driver
5	1	100122456	Lowell - iFIX SCADA Client Unlimited v5.8 USB Key, IGS Driver
6	1	200263584	GlobalCare – 2 Years of Support from GE (Software Updates)

Note: Labor for installation, programming, and system testing is not included in this proposal.



WOODARD & CURRAN
MEMORANDUM OF AGREEMENT

Project Number: P229302.00 Client PO Number: _____
Client Name: City of Dover, NH
Contact Name: Bill Boulanger Contact Email: B.Boulanger@dover.nh.gov
Address: 271 Mast Road Phone: (603) 516-6459
City: Dover State: NH Zip: 03820
Project Name: City of Dover, NH – iFIX Software Upgrade
Project Location: Dover, NH
☒ See Attachment A
Services: _____
Dover SCADA System – iFIX Upgrade of SCADA Computers
(see Attachment A)

Start Date: July 27, 2015 End Date: December 31, 2015
Fee Basis:
☒ Lump Sum Amount \$19,830.00 ☐ Estimated Fee Amount \$
☐ Time & Expenses (see attached schedule)

Pricing is valid for 60 days from date of proposal.

If the above fee is indicated as Time & Expenses with an estimate, our fee will be based on the time expended and costs incurred. Additional services requested, unusual problems or difficulties may necessitate a higher fee. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the Client. The terms and conditions under which we are providing these services are attached and are incorporated herein by reference.

Billings will be: ☒ Monthly ☐ At completion of services ☐ Other _____
Terms will be: ☒ Net 30 days ☐ Other _____

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in the space provided below.

Date: July 24, 2015 By:  Woodard & Curran
Title: Senior Vice President

Accepted:

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services on the above described project; and that the terms and conditions stated are understood and herewith agreed to and accepted. Woodard & Curran is hereby authorized to proceed with the services outlined above.

Date: _____ By: _____
Title: _____



WOODARD & CURRAN ATTACHMENT A

SUMMARY OF WORK

Woodard & Curran will implement a SCADA upgrade for the City of Dover's SCADA computer iFIX Software from version 3.5 to version 5.8. This upgrade will include replacing the PCs and upgrading software at following locations:

- Mast Road (iFIX server / alarming / reporting)
- Griffin WTF (iFIX SCADA)
- French Cross WTF (iFIX SCADA)
- Lowell WTF (iFIX SCADA)
- River Street (iFIX SCADA)

The 5 existing SCADA computers have been in service for several years and are in danger of failing. In addition, the iFIX SCADA software is out of support. The software is configured to run in the Windows XP operating system and will not work with new computer operating systems (Windows 7) if a crash occurs.

The system will be setup with upgraded software, alarming, and reporting, and will have remote access capability. The software will require support or upgrading in order to accomplish this task. This proposal includes the following software:

EXISTING SOFTWARE:

iFIX Software Existing License Information

Location	Description	License #
Mast Road	iFIX Unlimited Developer v3.5, ABR Driver	100122454
River Street	iFIX SCADA Client Unlimited v3.5, ABR Driver	100122457
Griffin	iFIX SCADA Client Unlimited v3.5, ABR Driver	100122455
French	iFIX SCADA Client Unlimited v3.5, ABR Driver	100244414
Lowell	iFIX SCADA Client Unlimited v3.5, ABR Driver	100122456

Rockwell Software PLC and Driver Software

Location	Description	License #
Mast Road	RSLogix 500 Trial 7.3.003 (CPR9)	1012110884
Mast Road	RSLinx Lite	

XLReporter Reporting Software

Location	Description	License #
Mast Road	XLReporter Professional v11.0	15672

WIN911 Alarming Software

Location	Description	License #
Mast Road	WIN-911 Alarming Software v7.02.00	W07020548006



TASK 1 SCADA SOFTWARE UPGRADES

The work under this task includes the following labor associated with the SCADA nodes identified in the summary:

- Upgrade the iFIX HMI software to version 5.8;
- Conversion of database from ABR to Ethernet IGS Driver;
- Update of Trend Historical Database to version 5.8;
- Update operator notes for wells to be accessed by version 5.8;
- Install and configure WIN-911 alarm software on Mast Road SCADA;
- Install and configure XLReporter reporting software on Mast Road SCADA;
- Install RSLinx Lite driver for PLC communications;
- Install IGS driver for iFIX communications; and
- Provide 4 hours of operator training for enhanced features and reporting.

RESPONSIBILITY OF THE CLIENT

- Provide Windows 7 computers for all locations noted in summary;
- Provide computer hardware as necessary for alarm dialing, remote access;
- Provide Windows software for Microsoft Office 2013;
- Provide Windows security settings and automatic login to operating system upon boot;
- Provide mapped drives on all machines to replicate existing network;
- Attend meetings and provide feedback; and
- Provide a list of known issues, desired improvements, and modifications.

ASSUMPTIONS

The upgrade will not include major:

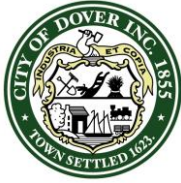
- HMI modifications
- Alarming modifications
- Reporting modifications
- Control modifications

DELIVERABLES BY WOODARD & CURRAN

Assessment documentation, including:

- SCADA Screen improvements with enhanced functionality for trending, data exporting, alarming, screen navigation and user based security
- Updated Network Architecture Drawing
- Operator Training

Note: this quote includes labor and expense to upgrade the existing system as is, it does not include time for development and system changes. If changes are requested they will be processed outside the scope of this project.



CITY OF DOVER

CITY OF DOVER – RESOLUTION

Agenda Item#: 13.A.6.

Bid Number: **R -2015.08.12 – 108**
Bid Description: Various Senior Center Trips

WHEREAS: The Senior Center Travel Supervisor has a schedule of possible trips for the remainder of calendar year 2015 through the beginning of 2016. A list and estimated costs are outlined in the background section of this resolution. The Senior Center Travel Supervisor obtains pricing information for these trips as scheduled; and

WHEREAS: In order to maximize the size of the group as well as to address any last minute cancellations, the travel agents keep the registration open as long as the tour company allows. Sometimes the end date of the registration period and determination of a final price falls after the deadline for the next City Council meeting agenda so the City is not always able to get the resolution to the Council before the trip departs; and

WHEREAS: Revenue is collected and deposited into the special revenue account for the Senior Center and expensed out as needed for various trips. Since the costs are paid for by the traveler they wish to pick the tour companies they will use.

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

Per 3-36.B. The sealed competitive bid procedure may be waived by a majority vote of the City Council.

The Purchasing Agent is hereby authorized to issue purchase orders for travel services at rates obtained by the Senior Center Travel Supervisor. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
3410.1.350.45126.4443.00000	McConnell Senior Programs	\$116,023.00	\$111,991.00

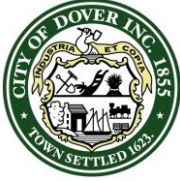
AUTHORIZATION

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.6.

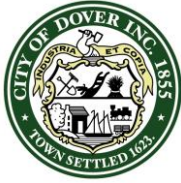
Bid Number: **R -2015.08.12 – 108**
Bid Description: Various Senior Center Trips

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.

Bid Number: **R -2015.08.12 – 108**
Bid Description: Various Senior Center Trips

BACKGROUND MATERIAL:

This is a blanket resolution for the Senior Center trips using Coach Company, Fox Tours, Best of Times Travel and Yankee Tours as needed. The Senior Center travel supervisor obtains pricing information for trips the Dover Senior Center wishes to take that are run annually and have a consistent group of travelers and a set of travel and accommodation expectations that the travelers strive to meet.

In order to maximize the size of the group as well as to address any last minute cancellations, the travel agents keep the registration open as long as the tour company allows. Sometimes the end date of the registration period and determination of a final price falls after the deadline for the next City Council meeting agenda so the City is not always able to get the resolution to the Council before the trip departs.

Coach Company

Monthly Mohegan Sun/Foxwoods (~\$1070/mo)

Fox Tours:

July 22nd: Gloucester Lobster Cruise (~\$4K)
August 19th: Majestic Maine Cruise (~\$8K)
September 28th – Oct 1st: Taj Mahal (~\$12K)
October 6th: Indian Head Fall Foliage (~4K)
November 16 – 17: Casino Escape (~8K)
December 3rd: Wrights Farm/LaSalette Lights (~3K)
2016 day trips are not out and confirmed yet
March 2016: Taj Mahal (~12K)

Best of Times Travel

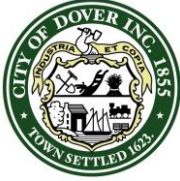
TBD – 2 possible 2016 day trips, including St. Patricks Day trip in March – approx. (\$3-4K each)

Yankee Tours:

September 10th: Isabella Stewart Gardner Museum (~4K)
Daytona – Feb 2016 (Between \$20K & \$40K depending on traveler numbers)

Purchasing Information:

Type:	Purchase order	Advertised:	no
Invitations Mailed:	N/A	Number of Responses:	na
Warranty:	na	Terms:	Net 30,
Work Bonded:	No	Contract:	No
Prices will hold for	Until Trip date	Estimated Delivery:	2015-2016
Recommended Award to:	Various	Fund:	3410
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for City Manager Approval:	Waive sealed bidding procedure



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.08.12 – 109**

Resolution Re: **NHDES Study Grant for Bouchard and Hughes Wells**

WHEREAS: The City is continually working to upgrade and protect its public water supply; and

WHEREAS: The City of Dover will use funds provided by the NHDES Local Drinking Water Source Protection Grant to reevaluate the wellhead protection area boundaries and safe yields for the Bouchard and Hughes Wells currently used by the City as public water supply wells; and

WHEREAS: That NHDES has approved giving the City a Grant for \$20,000 toward the \$93,000 study; and

WHEREAS: Upon receipt of the grant funds, the City will hire a qualified consulting firm to complete the Scope of Work stated in the attached Exhibit A of the Grant Agreement.

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

The City of Dover accepts the NHDES Grant subject to the requirements of the Grant Agreement and the City Manager is authorized to sign the necessary Grant Agreement with the State of NH/NHDES.

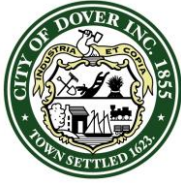
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.08.12 – 109**

Resolution Re: **NHDES Study Grant for Bouchard and Hughes Wells**

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 NH Department of Environmental Services (NHDES) notified the City in 2014 that the water level in Barbados Pond had been significantly lowered and that their preliminary evaluation was that the operation of the Bouchard well, a Dover water supply well, was likely the cause. NHDES subsequently ordered the City to stop operation of the well in order to let the pond level recover.

It was suggested that the City conduct a study to determine the safe yield of the aquifer so as to operate the Bouchard well in the future without adversely affecting the water level in Barbados Pond. The City applied for a Wellhead Protection grant from the NHDES to assist in paying for the cost of the study. NHDES notified Dover that it has been awarded the grant of \$20,000 the maximum amount given under the grant program.

The City Council was updated on this work during a workshop on July 29, 2015.

See attached letter of August 4, 2015 from NHDES, Grant Agreement and Exhibits A, B and C.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name City of Dover		1.4 Contractor Address 288 Central Avenue, Dover, NH 03820	
1.5 Contractor Phone Number 603-516-6450	1.6 Account Number 03-44-44-441018-4718-500574	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$20,000
1.9 Contracting Officer for State Agency Amy Hudnor, NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-2950	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

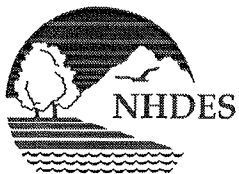
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

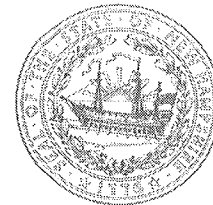
22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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 will remain in full force and effect.

24. 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.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

August 4, 2015

Douglas Steele
City of Dover
288 Central Avenue
Dover, NH 03820

Subject: 2015 Local Source Water Protection Program Grant: SWP-254

Dear Mr. Steele,

Congratulations on your successful application to the 2015 Local Source Water Protection Grant Program for the *Reevaluation of Wellhead Protection Area and Determination of Safe Yield of the Hughes and Bouchard Public Water Supply Wells in Dover NH* Project. The Department of Environmental Services intends to award **\$20,000** to the City of Dover for this important project.

To award the grant funds, we must enter into a grant agreement, approved by the Governor and Council. Enclosed is the grant agreement paperwork. **Please review these documents carefully.** If everything is satisfactory, please submit the following:

1. **Original, signed, initialed, and notarized grant agreement (attached).**
Please print the grant agreement and exhibits single-sided.
2. **Original, signed, and notarized Certificate of Vote of Authorization (example attached).**
3. **Certificate of Insurance.**
The Certificate Holder should be "State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095."

Once the required paperwork is submitted, the process will begin for Governor and Council approval. **Please note that work cannot be completed until approval from Governor & Council is received.** Since these grants are made possible by federal funding of New Hampshire's environmental programs, applicants are expected to go through a competitive bid process for contractor selection for construction services. Applicants are also requested to make a good faith effort to utilize disadvantaged businesses for any services, equipment and/or supplies purchased. A list of disadvantaged businesses is available at <http://www.nh.gov/dot/business/contractors.htm>. We look forward to working with you on your source water protection project. Please feel free to contact me at 271-2950 or amy.hudnor@des.nh.gov if you have any questions.

Sincerely,

Amy Hudnor
Drinking Water and Groundwater Bureau

Enclosures: Grant Agreement
Exhibits
Example Certificates

EXHIBIT A

SCOPE OF WORK

The City of Dover will use funds provided by the NHDES Local Drinking Water Source Protection Grant funds to reevaluate the wellhead protection area (WHPA) boundaries and safe yields for the Bouchard (0651010-005, referred hereafter as “Well 5”) and Hughes (0651010-006, referred hereafter as “Well 6”) wells currently used by the city as public water supply wells. The primary objectives are to better define the area contributing groundwater to the two production wells and prevent negative impacts to Barbados Pond due to excessive well pumping by establishing a technical based pumping rate. Specifically, the City will hire a qualified consulting firm to complete the following work.

1A. Develop a Quality Assurance Project Plan (QAPP). As required by NHDES and US EPA, the City, through its consultant will draft a QAPP related to the collection methods, equipment and data quality control measures required for the project. NHDES will provide guidance for developing a QAPP, such as QAPPs from similar projects, for the City’s review. A final draft of the QAPP will be provided to NHDES for review and approval by NHDES and US EPA prior to commencement of the following tasks.

1B. Review Background Materials and Water Level Monitoring Plan. The City’s consultant will complete a review of existing published geologic and hydrogeologic data (including studies done by BCI and others), pumping records, existing water level data, boring logs, well completion records, and any existing field pumping test data in order to build the conceptual framework for determining the safe yield of wells 5 and 6 in relation to maintaining Barbados Pond, and for use during follow-on data reduction and WHPA delineation.

At the completion of this task the City's consultant will prepare an interim report that includes a description of the background technical information reviewed, proposed locations for up to five additional monitoring wells, a well pumping and surface water level monitoring test plan, and notation of any changes to the water level test plan and/or the QAPP, as necessary. This interim report will be reviewed by NHDES. Any changes proposed to the QAPP or monitoring plan will be subject to prior approval by NHDES and USEPA.

2. Meeting with NHDES to Review Interim Report. The City will solicit and attend a meeting with NHDES to discuss Task 2’s final interim report, including review the contents of the interim report that will outline the proposed pump test plan and mapped locations of the proposed monitoring wells and the schedule of measurement of surface water levels using the piezometers. NHDES comments from this meeting will be reflected in the interim report and implemented.

3. Installation of additional monitoring wells/piezometers and installation of Data Loggers. In accordance with the methods established in the QAPP and the locations proposed/approved in the interim report, the City will install a series of overburden monitoring wells/piezometers that are to be used as monitoring points during the pumping test, and install at least one gage in Barbados Pond. Following installation and development of the monitoring wells, the City shall

rent and install up to 14 water level well loggers to measure and record groundwater level data during the pump test in the new wells/piezometers, existing monitoring wells in the Pike Property, the Production Wells, and, potentially, domestic wells. Use of additional data loggers and/or water level measurements shall be completed at other points in accordance with the QAPP. In coordination with the project consultant, City staff may assist with some of the water level data collection.

4. Well Field Pumping Test. In accordance with the NHDES and US EPA approved QAPP, the City will proceed with the pumping test. The City's consultant will coordinate all equipment, personnel and associated permits for completion of the pumping test. All data collection methods, locations, schedules and frequencies; equipment technical specifications; associated monitoring plan; and criteria related to the quality control measures approved in the QAPP shall be followed.

5. Refinement of Wells 5 and 6 Wellhead Protection Area (WHPA). Following completion of Task 4, the City's consultant shall refine the wellhead protection area delineation within the context and limits of the data collected. In order to ensure that the test related data is appropriately reduced and the associated WHPA is properly developed, the selected consultant will have a licensed professional geologist or engineer on the project team, have proficiency in collecting and analyzing hydrogeologic information, and have experience in developing Well Head Protection Areas.

6. Final Report. Completion of this task will include preparation and submittal of a final report to NHDES that will include a revised WHPA delineation for well 5 and 6, establishment of the safe yields of the wells, and an assessment of the limits on yield in relation to the influence the productions wells have on Barbados Pond. The report shall include the range of parameters derived through reduction of pumping test data, any analytical calculations, at least one site map showing both capture zone and WHPA delineation for the wells, a description of all assumptions made as part of the analysis of the pumping test data, and a summary of any deviations from the QAPP or approved test plan. The final report shall also provide a summary of the plan to establish/implement a permanent water level monitoring network to assess long term trends in the source formation that is influenced by the wells and better manage water resources in the future.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoice. **Payments will be made based on submitted invoices. If invoice is less than initial estimate only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule based upon completion of specific tasks:

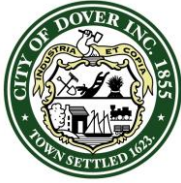
Task Number/Description	NHDES Source Water Protection Grant Funding	City of Dover Funding	Total Funding
1A. Develop a Quality Assurance Project Plan (QAPP).	\$0	\$4,000	\$4,000
1B. Review Background Materials and Water Level Monitoring Plan with Interim Report.	\$0	\$6,500	\$6,500
2. Meeting with NHDES to Review Interim Report.	\$0	\$1,500	\$1,500
3. Installation of Additional Monitoring Wells/Piezometers and Rental and Installation of Data Loggers.	\$0	\$26,850	\$26,850
4. Well Field Pumping Test.	\$0	\$35,000	\$35,000
5. Refinement of Wells 5 and 6 Wellhead Protection Area (WHPA).	\$10,000	\$0	\$10,000
6. Final Report.	\$10,000	\$0	\$10,000
TOTAL	\$20,000	\$73,850	\$93,850

EXHIBIT C
SPECIAL PROVISIONS

Subparagraphs 1.7 of the General Provisions shall not apply to this Agreement. Subparagraph 17 of the General Provisions shall be modified to accept the General Liability Insurance of \$5,000,000.

Changes to the Scope of Services or reallocation of grant funds require DES approval in advance. Payments will be made based on submitted invoices.

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available. If a deadline extension is requested the grantee must make that request for approval at least 60 days before the completion date. Failure to do so may result in lower rankings of future grant applications.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2015.08.12 – 110**

Resolution Re: Cocheco River Sonde Deployment & Dover WWTP Impact Study

WHEREAS: The Cities of Dover, Portsmouth, and Rochester, (Coalition) have been working together to assess the belief that nutrients are causing serious impacts to the Great Bay estuary as has been supposed by the federal and state environmental regulatory agencies; and

WHEREAS: The Coalition communities have each agreed to share one third of the cost of the Cocheco River Sonde Deployment & Dover WWTP Impact Study. The University of New Hampshire (UNH) has submitted a proposal to provide services as outlined in the attached Agreement. The cost for services will be shared equally between City of Dover, City of Portsmouth and the City of Rochester. The cost is a fixed rate of \$49,339.00 for the Coalition. Each municipality share will be \$16,446.33; and

WHEREAS: It is the recommendation to award the project on behalf of the Coalition to UNH in the amount not to exceed \$49,339.00

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 UNH of Durham NH in the amount not to exceed \$49,339.00 for services outlined in the attached agreement. 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
5320.1.300.43256.4725.04590.14	WWTP facilities upgrade	8,500,000.00	1,225,633.14

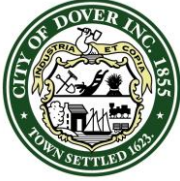
AUTHORIZATION

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.B.2.

Resolution Number: **R – 2015.08.12 – 110**

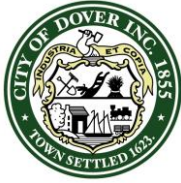
Resolution Re: Cocheco River Sonde Deployment & Dover WWTP Impact Study

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.2.

Resolution Number: **R – 2015.08.12 – 110**

Resolution Re: Cocheco River Sonde Deployment & Dover WWTP Impact Study

RESOLUTION BACKGROUND MATERIAL:

The Cities of Dover, Portsmouth, and Rochester, (Coalition) have been working together to assess the belief that nutrients are causing serious impacts to the Great Bay estuary as has been supposed by the federal and state environmental regulatory agencies. The 2014 Peer Review report prepared by four independent experts determined that the available data does not support the conclusion that nitrogen levels are currently causing impacts in the estuary.

The reviewers also recommended additional studies to further the current knowledge base and monitor the affects of improvements resulting from upgrades in Rochester and Dover that have occurred in Rochester and will soon be completed at the Dover wastewater treatment plant this summer. This year sampling will focus on gathering water quality data prior to and following the initiation of the Dover upgrade coming online.

The Coalition communities have each agreed to share one third of the cost of the study.

Researchers from the Jackson Lab at UNH will conduct the sample collection efforts during August and September. This will be the fourth year that the Jackson Lab Researchers have conducted sampling on behalf of the Coalition. It has been a productive and cost effective relationship for the Coalition and UNH.

Bid Information:

No sealed bid.

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:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	As needed
Recommended Award to:	UNH	Fund:	WWTP facility upgrades
Other Approvals Required:	The Coalition	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval to waive bidding process

Exhibit A – Draft Contract Documents

SPONSORED SERVICES AGREEMENT

This **SPONSORED SERVICES AGREEMENT** ("Agreement") between City of Dover ("Sponsor"), having a principal place of business at 288 Central Avenue, Dover, NH, and the University of New Hampshire ("UNH"), having a principal place of business in Durham, NH, becomes effective as of the date of the last Authorized Representative's signature ("Effective Date").

The work contemplated by this Agreement is of mutual interest and benefit to UNH and to the Sponsor, and will further the educational, research, or outreach objectives of UNH in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** UNH agrees to use reasonable efforts to perform the work as described in Exhibit A to this Agreement ("Project").
2. **PROJECT DIRECTOR.** The Project will be supervised by Dr. Stephen Jones, the "Project Director." If, for any reason this individual is unable to continue to serve as Project Director and a successor acceptable to both UNH and the Sponsor is not available, this Agreement shall be terminated as provided in Article 6.
3. **PERIOD OF PERFORMANCE.** The Project shall be conducted during the period July 27, 2015 (the "Starting Date") through December 31, 2015 (the "Completion Date"). The Completion Date will be subject to extension only by mutual written agreement of both parties' authorized representatives.
4. **TOTAL COST.** The total cost for performance of the Project is estimated at \$49,339.
5. **PAYMENT.** This Agreement is designated as: ☐ Cost-Reimbursable ☒ Fixed Price.

If Cost-Reimbursable: Sponsor will reimburse UNH for all direct and F&A (Facilities & Administrative or indirect) costs incurred in the performance of the Project, which shall not exceed the total cost estimated in Article 4 without written authorization from the Sponsor. UNH may submit invoices to Sponsor, at the address shown below, at least quarterly but not more frequently than monthly. Invoices will show the period for which reimbursement is being requested and will itemize the costs by major budget category, as proposed. The invoice will show "current" and "cumulative" costs. Sponsor will pay properly submitted invoices within 30 days of receipt. UNH shall submit its final invoice, marked "Final," no later than 90 days after the Completion Date of this Agreement as specified in Article 3 - Period of Performance. The final invoice will serve as UNH's final report of expenditures.

If Fixed-Price: Sponsor will pay UNH for all costs indicated in Article 4. The parties estimate that this amount is sufficient to support the Project. UNH may submit to Sponsor a revised budget requesting additional funds if Sponsor requests a change in the Project scope of work. UNH has the authority to rebudget costs at the discretion of the Project

Director, as long as the rebudgeting is consistent with the goals of the Project. Sponsor is not entitled to any refund of funds not spent as of the Completion Date if all Project commitments have been met.

Sponsor shall pay UNH one half of the fixed-price (\$24,669.50) within five (5) business days of final execution of this Agreement. UNH shall invoice the Sponsor for the remaining one half of the fixed-price (\$24,669.50) upon completion of the Project and the provision of the Project data to the Sponsor. Sponsor shall pay UNH within five (5) business days of receipt of said invoice. Invoices will be submitted to Sponsor at the following address:

Ann Legere, Purchasing Agent
City of Dover
288 Central Avenue
Dover, NH 03820
Email: a.legere@dover.nh.gov
Phone: 603 516 6030

Checks shall be made payable to the University of New Hampshire and shall be sent to:

UNH Sponsored Programs Administration
Service Building, Room 109
University of New Hampshire
Durham, NH 03824-3585

- 6. TERMINATION & NOTICES.** Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days' prior written notice to UNH's authorized representative at the address given below. Performance may be terminated by UNH (1) if the Sponsor fails to make payment to UNH in accordance with the terms stated in Article 5 above and does not remedy the non-payment within thirty (30) days' written notice from UNH or (2) if circumstances beyond UNH's reasonable control preclude continuation of the Project. Upon termination by either party, UNH will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Project up to and including the effective date of termination, such reimbursement shall not exceed the total estimated project cost specified in Article 4.

Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this agreement, will be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by email, overnight courier, or mail:

To UNH:	To Sponsor:
Sponsored Programs Administration University of New Hampshire 51 College Road Durham, NH 03824	

Attn: Sr. Grant & Contract Administrator Tel: 603-862-2037 Fax: 603-862-3564	
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7. **REPRESENTATIONS AND WARRANTIES.** UNH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE WORK ON THE PROJECT OR ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. Specifically, and not to limit the foregoing, UNH makes no warranty or representation (i) arising out of any course of dealing; (ii) regarding the validity or scope of the Project outcomes or any intellectual property rights optioned or granted hereunder; and (iii) that the exploitation of the Project outcomes or any intellectual property rights will not infringe any patents or other intellectual property rights of UNH or of a third party.

IN NO EVENT SHALL UNH, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND STUDENTS (OR THEIR SUCCESSORS, HEIRS OR ASSIGNS), BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOST PROFITS, LOSS OF DATA OR DELAY OR TERMINATION OF PROJECT, OR FROM USE OF PROJECT OUTCOMES REGARDLESS OF WHETHER UNH SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. THIS ARTICLE 7 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

8. **INSURANCE.** Each party will maintain Workers' Compensation insurance or other coverage on its employees as required by New Hampshire or other applicable law, and will self-insure or maintain insurance covering its liability under this Agreement. Each party will procure and maintain during the term of this Agreement comprehensive liability insurance to the full amount of their respective insurance limits, but in no event less than \$1 million per occurrence and \$2 million aggregate, with a reputable and financially secure insurance carrier that is properly licensed or authorized to do business in the applicable jurisdiction.
9. **INTELLECTUAL PROPERTY.** The parties to this Agreement do not anticipate that any intellectual property (e.g., inventions or copyrights) will be created in the performance of the Project; however, in the unlikely event that intellectual property is created it will vest in the creator or their employer, as appropriate, and no rights to such intellectual property are transferred under this Agreement. In addition, no rights to any pre-existing intellectual property that shall be the subject or focus of the Project are transferred under this Agreement.

10. **PUBLICATIONS AND REPORTS.** The Project Director will submit deliverables to Sponsor as described in Exhibit A. UNH will be free to publish or otherwise disseminate the results of the Project after providing the Sponsor with a thirty (30) day period in which to review each manuscript or other public disclosure to identify patentable subject matter and to identify any inadvertent disclosure of the Sponsor's Proprietary Information, as defined in Article 11. If necessary to permit the preparation and filing of U.S. patent applications, UNH may, in its sole discretion, agree to an additional review period not to exceed sixty (60) days.
11. **PROPRIETARY INFORMATION.** For the purposes of this Agreement, "Proprietary Information" refers to information of any kind which is disclosed by either party and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure. Each party shall use the other's Proprietary Information solely for the purposes of the Project and further agree that all Proprietary Information exchanged in connection with this Agreement shall be kept confidential by the receiving party unless specific written release is obtained from the disclosing party. This confidentiality requirement shall not attach to information that a party is obligated to produce pursuant to applicable law, an order of a court of competent jurisdiction, or a valid administrative or Congressional subpoena. If a party is required to disclose Proprietary Information pursuant to this provision, it shall provide the other party with written notice at least five (5) business days in advance of disclosure. It is agreed that the disclosure of Proprietary Information shall not be construed as a grant of any right or license with respect to such information except as set forth herein or in a duly executed license agreement.
12. **INDEPENDENT CONTRACTOR.** UNH and Sponsor shall act hereunder only as independent contractors, and nothing herein contained shall be construed to be inconsistent with that relationship or status.
13. **INDEMNIFICATION.** Sponsor shall defend and indemnify UNH for claims arising under this agreement caused solely by the Sponsor's negligence, which are within the scope of the Sponsor's risk pool coverage. The provisions of this clause will survive termination of this Agreement.
14. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party; any attempted assignment is void.
15. **GOVERNING LAW.** The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the laws of the State of New Hampshire and any applicable United States Federal law, and shall be enforced in a court of competent jurisdiction in New Hampshire.
16. **FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil

commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond its reasonable control.

- 17. ENTIRE AGREEMENT & COUNTERPARTS.** Unless otherwise specified, this Agreement and its Exhibits embody the entire understanding between UNH and the Sponsor for the Project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or .pdf copy of a signature of a party hereto shall have the same effect and validity as an original signature.
- 18. 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 Sponsor and UNH 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 Sponsor or UNH shall be for the sole and exclusive benefit of the Sponsor and UNH.

Signature page to follow.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement, effective as of the most current day and year written below.

UNIVERSITY OF NEW HAMPSHIRE

CITY OF DOVER

Signature: _____

Signature: _____

Name: Victor Sosa

Name:

Title: Director, Contracts and Export
Controls

Title:

Date: _____

Date: _____

I, Stephen Jones, named as Project Director, acknowledge that I have read this Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities set forth herein:

Signature: _____

Date: _____

Cocheco River Sonde Deployment & Dover WWTF Impact Study

Statement of Work

University of New Hampshire
Jackson Estuarine Laboratory

Stephen Jones & Thomas Gregory

July 2015-March 2016

Cocheco River Sonde Deployment

Statement of Work

INTRODUCTION

At the request of the Great Bay Municipal Coalition (GBC), a research team from the University of New Hampshire's Jackson Estuarine Laboratory (JEL) will deploy and maintain a datasonde, take periodic water column measurements, and collect water samples for analyses in the Cocheco River. The overall approach to be used will mirror what is done for other sites (i.e., UNH Coastal Marine Lab) as part of the Piscataqua Region Estuaries Partnership (PREP) monitoring program. The resulting data will consist of near-continuous datasonde measurements, along with water column measurements and analyses of water samples at this site during the deployment period, as detailed in the following text.

SAMPLING AND FIELD MEASUREMENTS PLAN

Cocheco River sonde deployment site

The site for the sonde deployment will be located near the mouth of the Cocheco River where it joins the confluence of the Piscataqua and Salmon Falls rivers. The US EPA has used several sites (CR-1,3,5,7) in recent years in this area for sonde deployment and the most suitable one from those sites will be chosen, based on accessibility, depth, proximity to boat travel, etc.

Tasks

There are two main field-based tasks involved with this project:

1) Datasondes will be used for temporally intensive monitoring of temperature, depth, salinity, conductivity, turbidity, pH, chlorophyll *a* and dissolved oxygen. A Eureka Manta2 sonde will be deployed in the Cocheco River continuously from early July to early December prior to ice formation.

2) At deployment and once per month, we will measure water column conditions (using a second datasonde) and light attenuation, and collect grab samples for chlorophyll *a* and phaeophytin analyses to help calibrate the chlorophyll probe readings and to provide water quality data over the full 6 month study period. Suspended solids, fecal-borne bacteria and nutrient analyses will also be conducted on grab samples collected at deployment and at monthly intervals.

Sample analyses will be conducted by the Water Quality Analysis Lab (WQAL) on the UNH main campus, the same as is used by the PREP program, as well as the UNH Jackson Estuarine Lab for chlorophyll *a* and fecal indicator bacterial analyses.

Reporting

The deliverables for this study include a SOP (PREP SOP and modify existing GBC project QAPP from 2011-14 studies) for all field and laboratory tasks, to be completed as close to the beginning of field and lab work as possible. The study results will be compiled into electronic data files in Microsoft Excel format and in hard copy. A project Final Report will be written to describe field and laboratory procedures and outcomes. The data compilation and field/data reports that describe field and laboratory methods, QA/QC procedures and results, and observations will be completed following receipt and analysis of all data collection and sample analysis results-typically in the following March. Electronic files of both the data and the report will be submitted to the GBC and NHDES for uploading into their state-wide water quality database.

Dover WWTF Impact Study

Statement of Work

INTRODUCTION

At the request of the Great Bay Municipal Coalition (GBC), a research team from the University of New Hampshire's Jackson Estuarine Laboratory (JEL) will conduct a field study on the impacts of changing the treatment process at the Dover WWTF on water quality in the Piscataqua and Cocheco rivers. Work will include deploying and maintaining datasondes, periodic water column measurements, and collecting water samples for analyses at the three sonde sites. The overall approach will mirror what has been done for other GBC-funded field studies. The resulting data will consist of near-continuous datasonde measurements, along with water column measurements and analyses of water samples upstream and downstream of the WWTF effluent discharge pipe during the deployment period, as detailed in the following text.

SAMPLING AND FIELD MEASUREMENTS PLAN

Cocheco & Piscataqua River Sonde Deployment Sites

The sites for sonde deployment will include one to be deployed via funding from Rochester and located near the mouth of the Cocheco River where it joins the confluence of the Piscataqua and Salmon Falls rivers. The US EPA has used several sites (CR-1,3,5,7) in recent years in this area for sonde deployment and the most suitable one from those sites will be chosen, based on accessibility, depth, proximity to boat travel, etc. The other two sondes will be deployed upstream and downstream of the Dover WWTF effluent discharge pipe in the upper Piscataqua River.

Tasks

There are two main field-based tasks involved with this project:

- 1) Datasondes will be used for temporally intensive monitoring of temperature, depth, salinity, conductivity, turbidity, pH, chlorophyll *a* and dissolved oxygen. A Eureka Manta2 sonde will be deployed at the three sites in the Cocheco and Piscataqua rivers for two periods of three weeks, the first starting in July to capture existing WWTF treatment conditions and the second starting in August after the new WWTF treatment process has stabilized.

- 2) At deployment and twice per week, we will measure water column conditions (using a second datasonde) and light attenuation, and collect grab samples for chlorophyll *a* and phaeophytin analyses to help calibrate the chlorophyll probe readings and to provide water quality data over the two 3-week study periods. Suspended solids and nutrient analyses will also be conducted on grab samples collected at deployment and during bi-weekly.

Sample analyses will be conducted by the Water Quality Analysis Lab (WQAL) on the UNH main campus, the same as is used by the PREP program, as well as the UNH Jackson Estuarine Lab for chlorophyll *a* analyses.

Reporting

The deliverables for this study include a SOP (PREP SOP and modify existing GBC project QAPP from 2011-14 studies) for all field and laboratory tasks, to be completed as close to the beginning of field and lab work as possible. The study results will be compiled into electronic data files in Microsoft Excel format and in hard copy. A project Final Report will be written to describe field and laboratory procedures and outcomes. The data compilation and field/data reports that describe field and laboratory methods, QA/QC procedures and results, and observations will be completed following receipt and analysis of all data collection and sample analysis results-typically in the following March. Electronic files of both the data and the report will be submitted to the GBC and NHDES for uploading into their state-wide water quality database.

APPENDIX: **FIELD METHODS**

#1: Temporally Intensive Monitoring with Datasondes

The datasonde will be deployed with an anchor and buoys. The sonde has battery replacement requirements that will require us to check them at bimonthly frequencies. Sondes will also be checked for fouling on a weekly basis during any intensive field studies in the area, or otherwise bimonthly, and de-fouled according to manufacturer's recommended procedures. Sonde data will be downloaded at each visit to check for any data quality problems. There may be possible short breaks in the continuous data depending on the time needed for re-calibration, de-fouling and changing batteries, as well as unforeseen extreme weather events. One of the other GBC datasondes will be used as a backup to minimize problems.

Parameters Monitored with Datasondes

Parameter	Unit of Measure	Instrument	Depth interval
Temperature	°Centigrade	30k ohm thermistor temperature sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Salinity	ppt (from conductivity and temperature)	Conductivity sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Turbidity	NTU	Turbidity sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Dissolved oxygen	mg/L & % saturation	Optical dissolved oxygen sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Chlorophyll <i>a</i>	µg/L	Manta2 chlorophyll <i>a</i> sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
Depth	meters	Depth sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths
pH	pH units	pH sensor on a Manta2 multiprobe 3.0 in. Datasonde	Site-specific deployment depths

Eureka sensor specifications

Temperature sensor; Range: -5 to +50°C; Resolution: 0.01°C; Accuracy: $\pm 0.1^\circ\text{C}$

Conductivity sensor; Range: 0 to 100 mS/cm; Accuracy- 1.0% of reading ± 1 count

Salinity sensor; Range: 0 to 70 ppt; Resolution: 4 digits; Accuracy: $\pm 1\%$ of reading or 0.1 ppt, whichever is greater

Depth: Range- varies; Resolution: 0.01 m; Accuracy: $\pm 0.1\%$ full scale

Turbidity sensor; Range: 0 to 3,000 NTU; Resolution: 0.1 NTU; Accuracy: $<1\%$ of reading for 0-100 NTU, $<3\%$ of reading for 100-400 NTU and $<5\%$ of reading for >400 NTU

Dissolved oxygen optical sensor; Range: 0 to 200% saturation and 0 to 25 mg/L; Resolution: 0.1% saturation and 0.01 mg/L; Accuracy: 0 to 200% $\pm 1\%$ of reading or ± 0.02 mg/L, whichever is greater.

Chlorophyll *a* sensor; Range: 0.03 to 50 $\mu\text{g/L}$; Resolution: 0.01 $\mu\text{g/L}$; Accuracy: $\pm 3\%$

pH sensor: Range: 0 to 14 units; Resolution: 0.01 units; Accuracy: ± 0.02 units

#2: Nutrient-related grab sampling & chlorophyll *a* probe calibration

Previous studies with Eureka chlorophyll probes have shown that probe and grab sample measurements do not always co-vary (Jones and Gregory 2011). We will include grab sample chlorophyll *a* measurements to help understand what might influence any observed discrepancies in the sonde chlorophyll *a* measurements. The frequency of this sampling will be monthly, or more frequently in the case of intensive fieldwork in the area.

The following tables and accompanying text describe the parameters to be measured and samples that will be taken at each site.

Water Profiling Datasonde Measurements

Parameter	Unit of Measure	Instrument	Depth interval
Temperature	$^\circ\text{Centigrade}$	YSI 6560 sensor on a 6600 Datasonde	0.25 m below surface, mid depth and 0.25 m above bottom
Salinity	ppt (from conductivity and temperature)	YSI 6560 sensor on a 6600 Datasonde	0.25 m below surface, mid depth and 0.25 m above bottom
Turbidity	NTU	YSI 6236 sensor on a 6600 Datasonde	0.25 m below surface, mid depth and 0.25 m

Light attenuation	PAR	LI-COR LI-193 Underwater Quantum Sensor & LI-1400 data logger	above bottom 0.25 m, 0.5 m, 1.0 m, 1.5 m, 2.0m*
Solar irradiance	W m ⁻²	LI-COR LI-190 Quantum Sensor & LI-1400 data logger	Above surface
Dissolved oxygen	mg/L & % saturation	6150 ROX optical oxygen sensor on a 6600 Datasonde	0.25 m below surface, mid depth and 0.25 m above bottom
pH	pH unit	6561 field pH sensor on a 6600 Datasonde	0.25 m below surface, mid depth and 0.25 m above bottom
Depth	Meter	YSI medium depth pressure sensor on a 6600 Datasonde	All depths

* These depths are as water depth allows, and approximate depths. Actual depths will be according to the light attenuation profile to capture adequate intervals for calculating kd.

YSI sensor specifications

Temperature 6560 Sensor; Range: -5 to +50°C; Resolution: 0.01°C; Accuracy: ±0.15°C

Conductivity 6560 Sensor; Range: 0 to 100 mS/cm; Resolution: 0.001 to 0.1 mS/cm (range dependent); Accuracy: ±0.5% of reading + 0.001 mS/cm

Salinity from conductivity and temperature; Range: 0 to 70 ppt, Resolution: 0.01 ppt; Accuracy: ±1% of reading or 0.1 ppt, whichever is greater

Depth; Range: 0 to 61 m; Resolution: 0.001 m; Accuracy: ± 0.12 m

Turbidity 6136 sensor; Range: 0 to 1,000 NTU; Resolution: 0.1 NTU; Accuracy: ±2% of reading or 0.3 NTU, whichever is greater

Dissolved oxygen 6150 ROX sensor; Range: 0 to 500% saturation and 0 to 50 mg/L; Resolution: 0.1% saturation and 0.01 mg/L; Accuracy: 0 to 200% saturation: ± 1% of reading or 1% of air saturation, whichever is greater and for 0 to 20 mg/L: ±0.1 mg/L or 1% of reading, whichever is greater.

pH sensor; Range: 0 to 14 units; Resolution: 0.01 units; Accuracy: ±0.02 units

LI-COR sensor specifications

LI-COR LI-193

Absolute Calibration: ± 5% in air traceable to NIST.

Sensitivity: Typically 7 µA per 1000 µmol s⁻¹ m⁻² in water.

Linearity: Maximum deviation of 1% up to 10,000 $\mu\text{mol s}^{-1} \text{m}^{-2}$.
 Stability: $< \pm 2\%$ change over a 1 year period.
 Response Time: 10 μS .
 Temperature Dependence: $\pm 0.15\%$ per $^{\circ}\text{C}$ maximum.
 Angular Response: $< \pm 4\%$ error up to $\pm 90^{\circ}$ from normal axis (see Angular Response chart).
 Azimuth: $< \pm 3\%$ error over 360° at 90° from normal axis.
 Detector: high stability silicon photovoltaic detector (blue enhanced).

LI-COR LI 190

Absolute Calibration: $\pm 5\%$ traceable to the National Institute of Standards and Technology (NIST).
 Sensitivity: Typical 5 μA per 1000 $\mu\text{mol s}^{-1} \text{m}^{-2}$.
 Linearity: Maximum deviation of 1% up to 10,000 $\mu\text{mol s}^{-1} \text{m}^{-2}$.
 Stability: Typically $< \pm 2\%$ change over a 1 year period.
 Response Time: 10 μs .
 Temperature Dependence: 0.15% per $^{\circ}\text{C}$ maximum.
 Cosine Correction: Cosine corrected up to 80° angle of incidence.
 Azimuth: $< \pm 1\%$ error over 360° at 45° elevation.
 Tilt: No error induced from orientation.
 Operating Temperature: -40 to 65°C .
 Relative Humidity: 0 to 100%.

Water sampling methods

The water sampling methods will be based on our previous study conducted in 2011 in the Squamscott River (Jones and Gregory 2011) and will generally follow the US EPA National Coastal Condition Assessment field sampling Standard Operating Procedures. Method Reference: USEPA. 2009. National Coastal Condition Assessment: Field Operations Manual. EPA-841-R-09-003. U.S. Environmental Protection Agency, Washington, DC.

The sampling details for each parameter are detailed as follows:

Parameter	Sample Method	Depth interval
Dissolved nutrients	Niskin Bottle transferred to 2 L Nalgene bottle	mid-depth or as needed for stratified water column
Total nutrients	Niskin Bottle transferred to 250 brown Nalgene bottle	mid-depth or as needed for stratified water column
TSS & VSS	Niskin Bottle transferred to 2 L Nalgene bottle	mid-depth or as needed for stratified water column
Particulate organic carbon & nitrogen	Niskin Bottle transferred to 2 L Nalgene bottle	mid-depth or as needed for stratified water column

Chlorophyll *a* &
phaeophytin

Niskin Bottle transferred to 2 L
Nalgene bottle

mid-depth or as needed
for stratified water
column

ANALYTICAL METHODS

Parameters: *Dissolved nutrients*

Nitrate + nitrite:

- i.) Methods reference: US EPA Method 353.2
- ii.) Brief Description: Automated Cd-Cu reduction detection of filtered water samples. The typical range is 0-10 mg N/L. The MDL is 0.005 mg N/L.

Ammonium:

- i.) Methods reference: US EPA Method 350.1
- ii.) Brief Description: Automated phenate detection of filtered water samples. The typical range is 0-1.0 mg N/L. The MDL is 0.005 mg N/L.

Total dissolved nitrogen:

- i.) Methods reference: Merriam et al. 1996.
- ii.) Brief Description: HTCO with chemiluminescent N detection of filtered water samples. The typical range is 0-10 mg N/L. The MDL is 0.09 mg N/L.

Total nitrogen

- i.) Methods reference: USGS Water-Resources Investigations Report 03-4174
- ii.) Brief Description: Alkaline persulfate digestion of unfiltered water samples followed by colorimetric measurement of nitrate. The typical range is 0-10 mg N/L.

Dissolved organic carbon:

- i.) Methods reference: US EPA Method 415.1
- ii.) Brief Description: High Temperature Catalytic Oxidation (HTCO). The typical range is 0-20 mg C/L. The MDL is 0.05 mg C/L.

Parameters: *Total Suspended Solids and non-volatile solids*

- i) Methods reference: Langan, R. 1992. UNH JEL Standard operating procedure for water sample filtration and analysis of total suspended solids, non-volatile suspended solids, chlorophyll and phaeopigments. JEL SOP 1.06. In: Standard operating procedures and field methods used for conducting ecological risk assessment case studies. Mueller et al. eds. 1992. USEPA, US Navy (NRaD) Technical Document 2296.
- ii) Brief Description: TSS-A measured amount of water is vacuum filtered through pre-washed and pre-weighed 47mm glass microfiber filter. Filters are

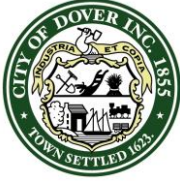
dried at 80°C for 24 hours, transferred to an airtight dessicator and weighed on an analytical balance.

Non-volatile solids (VSS)- Filters are combusted in a muffle furnace at 450°C for four hours, allowed to cool for one hour in an air-tight dessicator and weighed on an analytical balance. Volatile suspended solids (VSS) are calculated as the difference between total and non-volatile suspended solids (what is volatilized due to combustion).

Parameters: Chlorophyll *a* & phaeophytin *a*

- i) Method Reference: EPA Method 445.0. In Vitro Determination of Chlorophyll *a* and Phaeophytin *a* in Marine and Freshwater Algae by Fluorescence.
- ii) Brief Description: Sample water (usually about 60 mL) is vacuum filtered through a 25 mm glass microfiber filter. The filter is then frozen immediately in liquid nitrogen until further processing. Filters are then mixed with 90% Acetone and set into a centrifuge tube and refrigerated overnight. The following day, samples are vortexed then centrifuged for five minutes. Fluorescence is then determined before and after acid addition using a Turner Aquafluor fluorometer.

City of Dover				University of New Hampshire				
				Period Start:		8/1/2015		
FIRST YEAR RATES:				COMPOSITE RATES:				
F&A Rate:		38.2%		F&A Rate:		38.2%		
FF Rate:		37.3%		FF Rate:		37.3%		
PF Rate:		8.4%		PF Rate:		8.4%		
PD Rate:		24.9%		PD Rate:		24.9%		
Inflation:				Default Inflation Rt				
Mode	Entry				Period 1	Total	In Base	FB Rate
PCT	3.0%	A. Faculty	Salary	# Mos				
PCT	3.0%	Steve Jones	93,430	0.50	Acad	5,346	5,346	Y FF
PCT	3.0%			0.00	Summer	0	0	Y PF
PCT	3.0%	Tom Gregory	80,120	0.50	Calendar	3,438	3,438	Y FF
							Y	FF
Total Faculty						8,785	8,785	
DEF		B. Other Personnel				0	0	
		Grad Students AY				0	0	Y NA
		Grad Students SU				0	0	Y PF
Grad Subtotal				613NZ0	0	0		
		Post Doctoral Assoc		611Q90	0	0	Y	PD
		Pat Staff		615NZ0	0	0	Y	FF
		OS Staff		617NZ0	0	0	Y	FF
		Labor (Apply partial fringe)		615NZ0	10,328	10,328	Y	PF
		Labor (Exempt partial fringe)		615NZ0	0	0	Y	NA
Total Salaries & Wages (A+B)						19,113	19,113	
LKUP		C. Fringe Benefits		65YF10	4,144	4,144	Y	
Total Salaries, Wages & FB (A+B+C)						23,257	23,257	
NONE		D. Tuition		721100	0	0	N	
NONE		E. Equipment		740000	0	0	N	
NONE		F. Travel		710000	0	0	Y	
G. Other Direct Costs							0	
NONE		Materials & Supplies		711200	10,464	10,464	Y	
NONE		Publications Cost		711200	0	0	Y	
NONE		Consultants		717000	0	0	Y	
NONE		Computer Services		711200	0	0	Y	
NONE		SubAwards (Apply F&A)			0	0	Y	
NONE		SubAwards (Exempt F&A)			0	0	N	
SubAwards Subtotal				730001	0	0		
NONE		Service Providers		717200	0	0	Y	
NONE		Participant Support		722200	0	0	N	
NONE		Other (Apply F&A)			1,980	1,980	Y	
NONE		Other (Exempt F&A)			0	0	N	
Total Direct Costs						35,701	35,701	
Total Direct Costs in IDC Base						35,701	35,701	
H. Facilities & Administrative						13,638	13,638	
Total Sponsor Costs						49,339	49,339	
I. Cost-Sharing							0	
J. Program Income							0	
Total Project Costs						49,339	49,339	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2015.08.12 – 111**

Resolution Re: Memorandum of Understanding Huber Technologies Inc

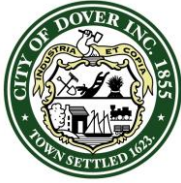
- WHEREAS: Huber Technology, Inc. has developed certain new design features of the RoS3Q 800 Inclined Screw Press and believes that these features will result in increased performance and ease of maintenance of this dewatering technology; and
- WHEREAS: Huber Technology, Inc. desires to pilot test the prototype model of the updated RoS3Q 800 at the Dover, NH WWTF. The Dover WWTF provides an ideal environment for pilot test since this facility has the capability of running various sludge types. The Dover, NH WWTF also has the previous design of the RoS3Q 800 in current operation so side-by-side performance comparisons will also be possible; and
- WHEREAS: Installation and operation of the updated RoS3Q 800 at the Dover, NH WWTF will provide operational flexibility to the City, increase the WWTF efficiency, and extend the life of the current WWTF equipment; and
- WHEREAS: The value of the updated RoS3Q 800 is approximately \$582,000; and
- WHEREAS: At the commencement of the pilot test the City of Dover will assume ownership of the updated prototype RoS3Q 800 Inclined Screw Press by making a payment of one (1) dollar to Huber Technology, Inc. The City of Dover will assume all responsibility for the equipment including, but not limited to, all cost to install, operate, and maintain the system during the pilot program.

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 Huber Technology Inc for one dollar for the purchase of the updated prototype RoS3Q 800 Screw press and ancillary equipment. 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 in the form of a memorandum of understanding (MOU) with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature regarding the pilot testing program to be conducted by Huber Technology, Inc.

Financing			
Account	Description	Appropriation	Balance
5320.1.300.43256.4741.00000	Machinery & equipment	23,123.00	1,148.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2015.08.12 – 111**

Resolution Re: Memorandum of Understanding Huber Technologies Inc

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

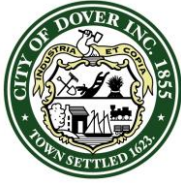
Recorded by: Karen Lavertu
City Clerk

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.3.

Resolution Number: **R – 2015.08.12 – 111**

Resolution Re: Memorandum of Understanding Huber Technologies Inc

RESOLUTION BACKGROUND MATERIAL:

The City already has two dewatering systems in operation and this one would be installed beside these two. As only two units will be run at one time, there is no increase in operating costs. The following is an estimate of other costs, obtained via informal quotes, associated with the install and set up and will be procured following all purchasing procedures:

Engineering services from Wright-Pierce. No additional costs

Rigging and install \$ 5,000

Electrical Material \$ 2,000

SCADA Integration \$ 5,000

Piping & Fittings \$12,000

Bid Information:

None

Award Information:

A purchase order will be issued to Huber Technology Inc in the amount of \$1.00 as outlined in this resolution.

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

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until delivered	Estimated Delivery:	2015
Recommended Award to:	Huber Technology Inc	Fund:	WWTP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – Draft Contract Documents (MOU)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into on 8/13/2015, by and between Huber Technology, Inc. 9735 Northcross Center Court, Suite A, Huntersville, North Carolina, 28078, and City of Dover, NH ("City of Dover") 288 Central Avenue, Dover, New Hampshire, 03820, collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective related to the City of Dover Waste Water Treatment Facility, ("Project" or "WWTF"). The Project shall consist of the delivery and installation of a RoS3Q800 Screw Press and ancillary equipment described herein ("Equipment") for a two (2) year Pilot Testing ("Pilot Program").

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

PURPOSE AND SCOPE

The Parties intend this MOU to provide Huber Technology, Inc. the opportunity to conduct pilot testing of the Equipment at the Project site and for the City of Dover to acquire and utilize the Equipment at no initial cost other than installation, maintenance and operational costs. The Parties anticipate a successful installation and operation, ultimately resulting in a long term contract between the Parties for additional equipment consistent with the test Equipment provided herein. However, nothing in this MOU obligates either party to enter into such long term contract(s).

OBJECTIVES

Huber Technology, Inc. has developed certain features of the Equipment and believes that these features will result in increased performance and ease of maintenance of this dewatering technology. The parties believe this will ultimately improve the performance of the City of Dover's WWTF.

Huber Technology, Inc. desires to pilot test the prototype model at the City of Dover's WWTF. The City of Dover's WWTF provides an ideal environment for pilot test in as this facility has the capability of running various sludge types. The City of Dover also owns the previous design of the Equipment so side-by-side performance comparisons will also be possible. Huber Technology, Inc. will benefit from the City of Dover's familiarity with the Equipment and the City of Dover will benefit by testing the new Equipment at minimal costs.

At the commencement of the term of the Pilot Program the City of Dover will assume ownership of the Equipment by making a payment of one (1) dollar to Huber Technology, Inc. and shall be provided with a bill of sale by Huber Technology, Inc. The City of Dover will assume all responsibility for the Equipment installed on the Pilot Program, including, but not limited to, all costs to operate and maintain the system throughout the Pilot Program. Huber will maintain its standard warranty on the provided Equipment throughout the term of the Pilot Program.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but is rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership regarding the operation of the Equipment during the Pilot Program.

SERVICES COOPERATION

Huber Technology, Inc. shall render and provide the following services that include, but are not limited to:

Deliver the Equipment to the City of Dover's WWTF without cost to the City of Dover, which shall include:

- One (1) only new generation RoS3Q800 Inclined Screw Press
- One (1) only Main Control Panel
- One (1) only Pneumatic Panel
- One (1) only Conveyor for transporting dewatered sludge from the screw press discharge to the existing screw conveyor.
- One (1) Warranty of the equipment for the term of the Pilot Program.

The City of Dover, NH shall render and provide the following services that include, but are not limited to:

Installation of the Equipment described above, including all civil, mechanical and electrical work to make the Equipment fully functional.

Engineering and design work to ensure the Equipment is installed correctly.

Operation of the Equipment including all costs associated with said operation (power, polymer, labor, disposal of dewatered sludge, etc.).

Provide Waste Activated Sludge, Primary Sludge and blends of the aforementioned for testing.

Assist in the collection of Pilot Program performance data in accordance with a mutually defined test protocol.

Provide Huber access to the Equipment and collected data throughout the Pilot Program term.

TIMELINE:

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the Pilot Project as described within any grant or business loan application, if any. In general, the intention is to ship the Equipment directly from the WEFTEC show to the City of Dover's WWTF on or about September 30, 2015.

PILOT PROGRAM TERM

The term of the Pilot Program shall be for a period of two (2) years from September 30, 2015, unless otherwise agreed to by the Parties in writing.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This MOU may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the MOU may be cancelled by either party with at least Seven (7) days advance written notice.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under the MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU.

If at any time either party is unable to perform their duties or responsibilities under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitations of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

DISPUTE RESOLUTION

The Parties to this MOU agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, the Parties agree to mediation.

The Parties agree that any claim or dispute that arises from this MOU, the relationship or obligations contemplated or outlined within this MOU, if not resolved through mediation, may then be resolved by proceeding to a court of competent jurisdiction.

NOTICE

Any notice or communication required or permitted under this MOU shall be in writing and shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.

SEVERABILITY CLAUSE

In the event that any provision of this MOU shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder of the MOU shall remain in full force and effect, so long as the clause severed does not affect the reasonable intent of the Parties.

ASSIGNMENT

Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

ENTIRE UNDERSTANDING

The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other written agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this MOU.

AUTHORIZATION AN EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Huber Technology, Inc. and the City of Dover, NH and shall be effective as of the date first written above.

(First Party Signature)
Huber Technology, Inc.

(Date)

(Second Party Signature)
City of Dover, NH

(Date)