January 24, 2009

The Honorable Thomas R. Carper
United States Senate
513 Hart Building
Washington, DC 20510

Dear Senator Carper:

On behalf of the City of Dover, we are writing to express our profound concerns and request your assistance. The July 11th decision by the U.S. Court of Appeals for the D.C. Circuit vacating the Clean Air Interstate Rule (CAIR) and the same court's subsequent decision to remand without vacatur is harming the environment and our economic interests. We urge you and your colleagues to clarify the sulfur dioxide and nitrogen oxide emissions rules and maintain the highly successful cap and trade approach used in the Acid Rain and NO_x SIP Call Programs.

Dover has been a leader in reducing harmful pollutants and supporting the transition to more stringent CAIR pollution controls. Dover recently completed a major retrofit of its power plants to dramatically reduce the air pollutants generated in the service of the city's approximately 22,000 customers. Dover has installed its own solar panels, supported the Delaware Green Energy Program and supported the Delaware Municipal Electric Corporation voluntary carbon reduction program. Dover also purchased the rights to capacity from the offshore Bluewater Wind Project. Over the last six month, Dover has been evaluating the development of a large scale renewable energy power plant.

Unfortunately, the court found CAIR to be inconsistent with the Clean Air Act. In the July 11th decision the court found multiple CAIR provisions to be unlawful, including: the compliance date for upwind states, the methodology for allocating the regional cap, the reduction in the Title IV acid rain allowances, and EPA's region-wide approach to emission reductions. Although CAIR remains in effect until a successor rule can be adopted, the courts original findings invalidate such fundamental provisions as to create great uncertainty as to the substance of a revised rule.

This uncertainty is harmful to municipalities and the public alike. Municipalities, like Dover, bear the cost as they are forced to consider infrastructure improvements – investments that would improve the environment and reduce costs – under a fog of indeterminate regulation. This regulatory fog has caused a drop in the emission allowance markets. These markets were a revenue source that Dover planned to take advantage of to offset its pollution control investments. Our December market analysis indicates a $677,000 loss in anticipated revenue as a result of the uncertain market. Additionally, each day that passes is a day lost in the effort to

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reduce harmful pollutants and their effect on the health of our citizens and the environment. EPA found that CAIR's health benefits could reach $100 billion including the prevention of 17,000 premature deaths annually as well as significantly limiting emergency room visits and lost work days.

In our opinion, the court's findings leave one effective path forward: Congressional action. We strongly urge Congress to act to provide for the CAIR-estimated emissions reductions of 73% SO_2 and 61% NO_x. Given the success of the existing Acid Rain Program, with an EPA estimated SO_2 reduction of 35 percent relative to 1990, we also urge Congress to act to ensure that a cap-and-trade program be preserved. In our opinion, a CAIR-like program would most effectively provide the health and economic benefits so urgently needed while limiting the costs to the rate payers.

We thank you for your consideration of this important issue and for your service to our country.

Sincerely,

CARLETON E. CAREY, SR.	KENNETH L. HOGAN	ANTHONY J. DEPRIMA
Mayor	Council President	City Manager

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PUBLIC FINANCIAL MANAGEMENT, INC.

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement, made and entered into this 11th day of February, by and between City of Dover, Delaware ("Client") and Public Financial Management, Inc., (hereinafter called the "Financial Advisor" or "PFM") sets forth the terms and conditions under which the Financial Advisor shall provide services.

WHEREAS, Client is desirous of obtaining the services of a financial advisor to develop and assist in implementing Client's strategies to meet its current and long-term operations and capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client services related to financial planning and policy development and services related to debt issuance, examples of which, not intended to be exclusive, are set forth in Exhibit A to this Agreement.

II. WORK SCHEDULE

The services of the Financial Advisor are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

Services which are not related to a particular transaction shall be completed as agreed between the Client and the Financial Advisor.

III. FINANCIAL ADVISORY COMPENSATION

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to financial planning, policy development and financial analysis, PFM shall receive hourly rates as listed below. Fees for

support staff are included in the hourly rates for professionals. Services will be billed monthly.

Experience Level Hourly Rate

Managing Director	$300
Senior Managing Consultant	$250
Consultant	$200
Associate	$100

2. For services related to the issuance of new money general obligation, water and sewer revenue and electric revenue bonds, $1.00 per $1,000. This will include a minimum fee of $15,000 and a maximum fee of $25,000. Such fee will be due and payable only upon the closing of each bond issue.

3. For services related to the issuance of refunding general obligation, water and sewer revenue and electric revenue bonds, $1.00 per $1,000. This will include a minimum fee of $20,000 and a maximum fee of $30,000. Such fee will be due and payable only upon the closing of each bond issue.

4. For fees as to Special Services described in Exhibit A, PFM shall negotiate in advance a not-to-exceed amount and a specific completion date.

Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Appropriate documentation will be provided.

IV. TERMS AND TERMINATION

This agreement shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party.

V. NON-ASSIGNABILITY

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client.

VI. INFORMATION TO BE FURNISHED TO THE FINANCIAL ADVISOR

All information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement shall be furnished to the Financial Advisor and the Client shall cooperate with the Financial Advisor in all reasonable ways.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

CITY OF DOVER, DELAWARE
City Hall
15 East Lockerman Street
Dover, DE 19903

PUBLIC FINANCIAL MANAGEMENT, INC.
Two Logan Square
18th & Arch Streets
Suite 1600
Philadelphia, PA 19103-2770
Attention: Chief Executive Officer

VIII. TITLE TRANSFER

All materials prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Upon termination of this Agreement, Financial Advisor shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. FINANCIAL ADVISOR'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of PFM set forth in Exhibit B shall provide the services set forth in this Agreement: PFM shall, from time to time, amend team members:

2. Changes in Staff Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

X. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. INDEPENDENT CONTRACTOR

The Financial Advisor, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

IN WITNESS THEREOF, the Client and Financial Advisory have executed this Agreement as of the day and year herein above written.

ATTEST: **CITY OF DOVER, DELAWARE**

By: Donna S. McClure, Controller
(Witness) Name, Title

DATE: 2/11/09

ATTEST: **PUBLIC FINANCIAL MANAGEMENT, INC.**

BY: Jack R Clugy
(Witness)

DATE: 2-11-09

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EXHIBIT A

1. Services related to the Financial Planning and Policy Development upon request of the Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement program by identifying sources of capital funding for infrastructure needs.
- Assist the Client with the development of the Client's Financial Plan by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.

- Provide debt services schedules reflecting varying interest rates, issue sizes, and maturity structures as these are needed for feasibility consultants or for related Client fiscal planning; and

- Attend meetings with Client's staff, consultants and other professionals and the Client.

- Review underwriter's proposals and submit a written analysis of same to the Client.

- Undertake any and all other financial planning and policy development assignments made by the Client regarding bond and other financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.

- Assist the Client in preparing financial presentations for public hearings and/ or referendums.

- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds). Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.

- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a

negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.

- Advise as to the various financing alternatives available to the Client.

- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.

- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.

- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.

- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that Financial Advisor is not responsible for the inclusion or omission of any material in published offering documents.

- Provide regular updates of tax-exempt bond market conditions and advise the Client as to the most advantageous timing for issuing its debt.

- Advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.

- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make in writing definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.

- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

3. Special Services. Upon request of the Client:

PFM may provide other services which shall include, but not be limited to, the following:

1. Arbitrage and Rebate Services
2. Investment Management and Advisory Services
3. Pension and Investment Consulting Services
4. Other Post Employment Benefits Advisory
5. Derivatives Advisory Services
6. Workforce and Management Analysis
7. Fleet and Vehicle Services Analysis
8. Referendum assistance
9. Legislative initiatives
10. Project assessment analysis
11. Revenue enhancement / expense reduction studies

Moore&VanAllen

December 23, 2008

William A. White
Attorney at Law

T 704 331 1098
F 704 378 2098
billwhite@mvalaw.com

Moore & Van Allen PLLC

Suite 4700
100 North Tryon Street
Charlotte, NC 28202-4003

Anthony J. Deprima, AICP
City Manager
City of Dover
P.O. Box 475
Dover, DE 19903-0475

Re: Ward Transformer Superfund Site

Tony:

We very much appreciate the opportunity to work with the City of Dover (along with Martin Marietta Materials, Nucor Corporation and the University of North Carolina System ("UNC System")) on the Ward Transformer Superfund Site matter, with our specific work in the future to be determined by discussions among the parties, consistent with your conflict waiver correspondence. We have found it helpful to confirm with our clients the nature and terms of our representation.

Professional Undertaking. At Moore & Van Allen we will try to represent your interests efficiently and professionally. I will be primarily responsible for services performed for you. Sometimes I will involve other attorneys and legal assistants in our firm to ensure that you are getting the best services at the most reasonable cost. In particular, John Saydlowski and Laurie DiGaetano will be helping me.

Scope of Representation. Our responsibilities in this representation will include advising and assisting the City of Dover, Martin Marietta Materials, Nucor and the UNC System in investigating the facts, researching the law and negotiating a settlement of EPA's and the Performing PRP's claims, and in the event settlement does not occur, if we mutually agree, defending you in any lawsuits based on these and other claims. As noted in the waiver letter, we will not represent either of you in contribution claims against the other, or in contribution claims against the other Moore & Van Allen clients listed in the waiver letter. As noted, the firm does not represent any of those clients at the Ward site.

Fees. We expect our clients to agree to compensate us for our services and to agree on the method for sharing the costs among themselves. We will bill for our services on the following basis:

Our fees will be billed at our prevailing hourly rates as the same may exist from time-to-time. Our rates are set and adjusted based on years of experience, specialization and training, and practice and level of professional attainment. In an effort to reduce legal fees, we use paralegal personnel. Currently, our hourly rates range from $100 per hour for paralegals to $800 per hour for our most experienced partners. My hourly rate for this type of work is currently $450. John Saydlowski's current hourly rate is $380. Laurie's rate hourly rate is $200. The fee schedule which will be in effect for you in this matter is reviewed and adjusted by the firm from time to time, and we will inform you when such changes are made. I will usually review all statements before they are issued to make sure that the amount is in accordance with our agreement.

Costs or Expenses. We sometimes incur out-of-pocket expenses for items such as travel, lodging, meals, deposition transcripts, court filing and service fees, postage and long distance calls. Similarly, almost all matters require services such as photocopying, computerized word processing, computerized legal research (if expressly approved by you) and staff overtime, which are separately itemized on our statements as costs advanced. We will bill these expenses periodically throughout the representation, ordinarily on a monthly basis.

Billing. Generally, we prepare and mail our billing statements during the beginning of the month following the month in which the services are rendered and costs advanced. We will send our statements to you each of you for payment of your agreed on share. With respect to the UNC System, we will bill one-half (1/2) of the UNC System's agreed on share of total fees, costs, and expenses to North Carolina State University and the other one-half (1/2) to The University of North Carolina at Chapel Hill. We will include in our statements a description of the services for which you are being charged and a specific identification of all other fees and charges. We reserve the right to postpone or defer providing additional services, or to discontinue our representation if billed amounts are not paid when due.

Termination of Representation. Except as otherwise agreed among joint defense agreement parties with respect to a withdrawing party not seeking termination of common representation based on conflicts of interest, you shall at all times have the right to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services we have performed and costs or expenses paid or incurred on your behalf prior to the date of such termination.

We reserve the right to withdraw from our representation if you fail to honor the terms of this letter, fail to cooperate or follow our advice in a material matter, or any other fact or circumstance which would, in our view, render our continuing representation unlawful, unethical, or unworkable. Our right to withdraw may be subject to court approval in some instances. If we elect to withdraw, you will take any steps which may be necessary to free us from any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services and costs and expenses paid or incurred on behalf of the client to the date of withdrawal. If we withdraw, we will take any reasonable steps required to avoid foreseeable prejudice of your rights.

We very much look forward to working with you on this matter.

Very truly yours,

Moore & Van Allen PLLC

William A. White

AGREED TO:

City of Dover, DE

By:_____[Signature of Authorized Representative]
Printed Name:_____
Title:_____
Date:_____

WARD TRANSFORMER SITE
JOINT DEFENSE AGREEMENT

WHEREAS, each of the undersigned Parties to this Agreement ("the Parties") has been identified as a "Potentially Responsible Party" ("PRP") in connection with the threatened litigation and concerning the release or threatened release of hazardous substances at or in the vicinity of the Ward Transformer Superfund Site, Raleigh, N.C, ; and

WHEREAS, each of the Parties denies that it has any liability for such releases or threatened releases at the Site; and

WHEREAS, the Parties have concluded that there are legal and factual issues common to the Parties; and

WHEREAS, the Parties have concluded that because of the common legal and factual issues, the Parties may assert common claims and defenses in connection with the legal actions that may arise from the threatened litigation, while not waiving privileged communications or work product privileges.

THEREFORE, on the basis of the foregoing, the Parties wish to be jointly represented by Moore & Van Allen, PLLC with respect to such common issues that may arise related to the Site.

Section 1. Representation.

This joint representation extends to: identifying and analyzing issues common to all Parties, in particular, all available defenses to liability; assessing Parties' potential liability and responsibilities related to the Site; negotiating with the EPA and/or other parties, either before or after any claims may be filed against the Parties, and also extends to the litigation itself, if applicable. The Parties acknowledge that the joint defense representation is limited to those

issues and defenses common to all Parties and does not extend to issues and/or defenses that any individual Party may have that would adversely impact another Party to the Agreement.

Section 2. Acknowledgement of Duty of Representation.

The Parties understand and acknowledge that each of the Parties may act with both Common Counsel and individual counsel, and that individual counsel will have an obligation to zealously represent his or her own client and, that in the course of doing so, the attorney may take action which may be contrary to the interest of the other Parties to this Agreement. Such actions include, but are not limited to: (a) advising a Party with respect to that Party's potential rights or claims against another Party; and (b) advising a Party to settle with another Party or with a third party, even though such settlement may have an adverse effect on the remaining Parties.

Section 3. Protection from Disclosure of Information.

The Parties have concluded that in connection with the joint representation, the mutual interests of the Parties may be best served by sharing information and documents created by Moore & Van Allen, PLLC, including certain memoranda of law or fact, debriefing memoranda, factual summaries, factual material, documents, mental impressions, interview reports, transcripts, digests, documents or other written materials or oral information that otherwise would be protected from disclosure to third Parties. The Parties have concluded that it is in their best interest to be able to exchange legal documents, factual material, and other information, and to be able to discuss legal theories and strategies, in a manner that protects the continuing confidentiality of such information – whether under the attorney-client privilege, the attorney-work product doctrine, the joint defense privilege or any other applicable privilege – against disclosure to entities other than the Parties to this Agreement. Accordingly, the Parties further

have agreed that any such information that is exchanged between any of the undersigned Parties in connection with the proceedings should and will remain confidential and protected from disclosure to any third party by any or all of these privileges ("Joint Defense Materials") to the extent permitted by (in the case of University of North Carolina System) the North Carolina Public Records Act.

Moreover, no Joint Defense Materials shall be given, shown, made available, or communicated to any independent consultant, testifying, or consulting expert unless such person first reads a copy of this Agreement and shall sign a writing agreeing to be bound by its terms.

Should any person or entity seek access, by subpoena or otherwise, to any Joint Defense Materials provided pursuant to this Agreement, counsel for the Party receiving the demand or subpoena shall immediately notify counsel for the Parties and counsel for the Party that supplied those materials. Counsel receiving the demand or subpoena shall take all steps necessary or appropriate to preserve and permit the assertion of any applicable privilege with regard to the Joint Defense Materials in the appropriate forums and shall cooperate fully with the other signatories to the Agreement in any proceeding relating to the disclosure sought.

Section 4. Disclosures Not Restricted by Agreement.

This Agreement shall not restrict disclosure of information learned by an attorney or Party regarding a particular subject matter, where the information disclosed was obtained independent of joint litigation communication, or was independently obtained by using (without disclosing) information obtained through this Agreement. For example, if a party learned of the existence of a third party witness through this Agreement and then contacted and interviewed the witness, the information obtained from that witness would not be subject to this Agreement. Similarly, if a Party obtained information through this Agreement and was able to subsequently

obtain the information from another source, or by another means, the disclosure of any such information would not be limited by this Agreement. The fact that the information was initially obtained pursuant to this Agreement would, however, be protected from disclosure by this Agreement as a confidence or legal strategy. Moreover, Joint Defense Materials shall not include information which is now, or hereafter becomes, public knowledge without violation of the Agreement, information which is independently known by or available to a Party, or which is obtained from a Party pursuant to discovery and not otherwise protected from disclosure.

Section 5. Withdrawal from Agreement.

Any party wishing to withdraw from this Agreement must give 10 business days written notice to each of the other Parties to this Agreement. Withdrawal shall not constitute a waiver of any applicable privilege, nor shall it affect the Parties' continuing obligation to refrain from disclosing any information exchanged under this Agreement to entities other than the Parties to this Agreement.

Section 6. Potential Conflict Waived.

No party withdrawing from this Agreement shall claim or assert or support a contention that counsel for the remaining Parties or Common Counsel have a conflict of interest in their continued representation of their respective clients, or, in the case of Common Counsel, in its continued representation of the Joint Defense Group. Each Party consents to the continuing representation of other Parties by the other Parties' respective attorneys and Common Counsel, regardless of the fact that other attorneys may become privy to confidential information shared pursuant to this Agreement.

Section 7. Modification of Agreement.

Modification of this Agreement or the addition of new Parties must be in writing, signed by representatives of all of the Parties that are signatories to this Agreement and (if a new Party is added) by the new Party.

Section 8. Effective Date; Severability.

This Agreement shall be effective, as to each Party that signs it, on the date of the signature of that Party's representative. This Agreement shall be effective with respect to each Party that signs it even if it is signed by less than all of the named Parties. The Parties who sign this Agreement understand and agree to be bound by this Agreement even if it is not executed by all of the entities whose names appear as Parties in Attachment A. The Parties further understand and agree that this Agreement is severable, and that if any part of it is held to be invalid as to any provision or with respect to any party, that the remaining parts of the Agreement are still valid and/or that the remaining Parties to the Agreement are still bound by it.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute on instrument.

Executed this _____ day of _____, 2008.

_____

Signature

_____

Typed or Printed Name of Authorized Representative of :

_____

Final Draft of the 2008 Comprehensive Plan
Summary of Proposed Changes

	Type of Change	Location in Plan	Notes	Requested by	PC Vote	Council Vote
Changes Made by Planning Commission Prior to Forwarding to City Council						
A	Proof-reading Revisions		Staff requests permissions to make any necessary revisions to the plan narrative, plan maps, and Goals & Recommendations. Revisions would be limited to facutal corrections, punctuation/grammar corrections, and format corrections.	Planning Staff	Approved	
B	Fact Correction	Chapter 4, Page 35	Correction: Silver Lake is the largest fresh water lake in Kent County.	Planning Staff	Approved	
C	Fact Correction	Chapter 6, Page 58	Correction: The City of Dover was designated a "Preserve America Community" on November 5, 2008.	Planning Staff	Approved	
D	Typo	Chapter 6, Page 64	Missing text line: Recommendation 3: Evaluation of Design Standards and Guidelines. Evaluate and update the "*Design Standards and Guidelines for the City of Dover Historic District Zone.*"	Planning Staff	Approved	
E	Map Revision	Map 13-2	A series of properties on the east side of Fox Road should be designated as Residential Low Density. See Map 13-1 for location of properties.	Planning Staff in response to 11/11/08 Letter of OSPC	Approved	
F	Map Revision	Map 13-1	Add statement to Note A: If annexed the potential land use for these parcels would be Residential Medium Density.	Planning Staff in response to 11/11/08 Letter of OSPC	Approved	
G	Proof-reading Revisions		Confirm and ensure all tables and table summaries are accurate	Planning Commission	Approved	
H	Proof-reading Revisions		Change verbage regarding Historic District Commission on page 57	Planning Commission	Approved	
Changes Recommended Based on Discussion between City Planner and Councilman Ruane (at the request of Council by motion at 2/2/09 meeting)						
C1	Text Clarification	Chapter 5, page 43	At the end of the 1st paragraph add: "While these protections are in place, the *Zoning Ordinance* includes two separate definitions of the term "wetlands" which causes some confusion in implementing the provisions. This issue will be addressed with the update of environmental provisions of the *Zoning Ordinance*.	Councilman Ruane		
C2	Text Clarification	Chapter 5, Page 48	At the end of the 1st two lines add: "Additionally, with the improvements to the South Governors Avenue corridor that are currently underway, the bridge over Puncheon Run is being replaced. The new bridge is being constructed at an elevation where it will no longer be an obstruction during the one hundred-year storm. This will improve the conditions in the watershed during the one hundred-year storm event."	Councilman Ruane		
C3	Text Clarification	Chaper 5, Page 49	After the first paragraph add: "Following adoption of the Source Water Protection Overlay Zone by the City, DNREC determined that the data provided for the ordinance included only municipal wells and the wellhead protection areas around other public wells. The ordinance will need to be updated to reflect the other public wells."	Councilman Ruane		
C4	Recommendation Clarification	Chapter 5, Page 50	Add the following bullet under Recommendation 4: "Update the Source Water Protection Overlay Zone to include the non-municipal public wells omitted in the initial adoption of the ordinance."	Councilman Ruane		
C5	Recommendation Clarification	Chapter 6, Page 66	Add the following bullet under Recommendation 10: "Build relationships with the historic preservation programs at Delaware State University, Wesley College and the University of Delaware." (Dr. Samuel Hoff at 1/5/09 public hearing)	Dr. Hoff and Councilman Ruane		
C6	Text Clarification	Chapter 7, page 77	Delete the las sentance then add the following text under the heading of "Electricity and Energy Consumption": " The City of Dover has established the 2030 Committee to develop conceptual alternatives for future energy supply. The Committee is in the process of evaluating a number of alternative proposals for long-term power generation. Several of the proposals under consideration would involve development of an energy generation plant at Garrison Oak."	Councilman Ruane		
C7	Added Recommendation	Chapter 7, page 78	Add a recommendation under Goal 2 (and renumber the remainder of the recommendations): Identify and pursue options for long-term reliable, cost competitive, and environmentally prudent electricity for the citizens of Dover."	Councilman Ruane		

EXHIBIT #5
Regular Council Meeting of 02/09/2009

Final Draft of the 2008 Comprehensive Plan
Summary of Proposed Changes

C8	Added Recommendation	Chapter 7, page 78	Add a recommendation under Goal 1 (and renumber the remainder of the recommendations): "Implement plan to identify and remove sources of inflow and infiltration." Include bullets that outline the actions.	Councilman Ruane		
C9	Recommendation Clarification	Chapter 8, page 89	Add the following bullet under Recommendation 3: "Continue to support efforts to locate an appropriate location and develop a skate park within the City."	Councilman Ruane		
C10	Recommendation Clarification	Chapter 8, page 90	In Recommendation 4, add an "s" to the end of the word "citizen" and add State and County governments to the partners for the library.	Councilman Ruane		
C11	Text Update/Clarification	Chapter 9, page 108	Add the attached section on the Delaware Route 8 Study before the section on "East West Route Corridor Study".	Councilman Ruane		
C12	Recommendation Clarification	Chapter 9, page 111	Add a bullet under Recommendation 6: "Work with DelDOT, property owners, and the Dover/Kent MPO to implement the Delaware Route 8 Study."	Councilman Ruane		
C13	Table Update	Chapter 9, page 112	Replace Table 9-6 with the attached tables, reflective of the priorities approved by City Council in April 2008.	Councilman Ruane		
C14	Text Change	Chapter 10, page 130	Under Recommendation 4, in the introduction sentence, change "would" to "may" and add "Downtown Dover Partnership" after "Economic Development Office". In the 4th bullet, remove the word "Create" and add the word "Explore". In the 6th bullet, replace "Seek State of Delaware funding for" with "Evaluate the feasibility of and develop a funding plan for".	Councilman Ruane		
C15	Text Change	Chapter 10, page 132	Delete the 3rd bullet under Recommendation 7. Remove the word "quasi-governmental" from 3rd bullet under Recommendation 10.	Councilman Ruane		
C16	Recommendation Clarification	Chapter 11, page 145	Delete the bullets under Recommendation 1 and add the following: "Develop a zoning text amendment that allows, under strict parameters, an accessory dwelling unit within one family residence zone for the use of family members."	Councilman Ruane		
C17	Text Clarification	Chapter 12, page 150	Remove the first two sentences of the last paragraph that begins on the bottom of this page and replace it with: "The City shall ensure that the development of the Bay Village site proceeds as a master planned community with transit accesss and bicycle and pedestrian amenities both within the site and connecting with Garrison Oak and other areas to the west. Additionally, the City must ensure that the viability of Garrison Oak is protected by requiring that the phasing and design of development on the site minimizes any potential conflicts between the residential and industrial uses. Development of the Bay Village site should coincide with a master plan for Garrison Oak, and the design of Bay Village must incude adequate buffering from the industrial area.	Councilman Ruane		
C18	Text Clarification	Chapter 12, page 158	Strike the last sentence in the 2nd paragraph and replace it with: "Properties with these uses and residential zoning will not be rezoned to the Institutional and Office (IO) zone unless they are of a campus nature and such zoning would not have the potential to negatively impact the surrounding residential area."	Councilman Ruane		
C19	Text Clarification	Chapter 12, page 158	In the first paragraph under "Employment Centers: Office Park, Manufacturing and Industrial Land Uses", add before the last sentence: "While the Land Development Plan map shows this area as 'Industrial', the City will not rezone residential lands within this area that are actively used as **residences until such time that these residential uses cease**."	Councilman Ruane		
C20	Text Clarification	Chapter 12, page 160	At the end of the paragraph under the heading "Recommendations: Dover Airforce Base", remove the end of the last sentence beginning with the word "are". Add a new sentence following this that state, "The Land Development Plan shows this area as 'Industrial', primarily because the AEOZ (Airport Environs Overlay Zone) prohibits new residential uses in this area. The City will not rezone active residential properties until or unless the residential use ceases on that property."	Councilman Ruane		
C21	Text Clarification	Chapter 12, page 163-164	Delete the sentences beginning on page 163 and ending on page 164: "In addition, Chapter 12 describes in more detail some unique issues surrounding the continuation of active agriculture east of State Route 1. See Chapter 12 and Map 12-1 for more information on this issue."	Councilman Ruane		
C22	Replacement Table	Chapter 12, page 165-166	Replace Table 22-1 with the attached Table 12-1. Changes from the original table are shown in red.	Planning Staff (follow-up from Public Hearing/Councilman Ruane		

C23	Implementation Priority	Chapter 15, page 186	Move "Develop an Open Space and Parks Master Plan" and associated bullets from "Intermediate Term Implementation (2012-2013)" to "Short Term Implementation (2009-2010)".	Councilman Ruane		
C24	Implementation Priority	Chapter 15, page 186	Move "Develop and Construct a New Public Library" from "Intermediate Term Implementation (2012-2013)" to "Short Term Implementation (2009-2010)".	Councilman Ruane		
C25	Implementation Priority	Chapter 15, page 187	Move "Update the Agriculture (A) Zone" and associated bullets from "Intermediate Term Implementation (2012-2013)" to "Short Term Implementation (2009-2010)".	Councilman Ruane		
C26	New Implementation Item	Chapter 15, page 184-185	Add a new itemunder Short Term Implementation (2009-2010): "Develop and Implement a Plan for Long-Term Energy Generation for the City of Dover" and add description of 2030 Committee priorities.	Councilman Ruane		
C27	New Implementation Item	Chapter 15, page 185	Add the following under Code Amendments: "**Incentive Zoning for Affordable Housing Options** The City of Dover is involved in several efforts to promote homeownership, throughout the City, but particularly in the Downtown area. The City will review alternatives for zoning amendments that promote the construction or general availability of affordable homeownership opportunities. "	Councilman Ruane		
C28	New Implementation Item	Chapter 15, page 185	Add the following implementation item under "Implementation Projects and Studies": "**Form Bicycle/Pedestrian Advisory Group** Form an advisory group made up of bicyclists, pedestrians, DelDOT staff, MPO staff, and City staff, to begin identifying gaps in the pedestrian and bicycle network. This work will ultimately be used in the update of the Bicycle and Pedestrian Plan, but it may also be used to focus on filling in gaps in the bicycle and pedestrian network ahead of this plan."	Councilman Ruane		
C29	Resolution of Disagreement with State of Delaware	Chapter 13 and Map 13-1 and 13-2	Add Language and map note referenced in February 9, 2009 memo to City Council from Ann Marie Townshend.	Ann Marie Townshend		
Changes Made by Motion or Acknowledgement of Mapping Error at Meetings on 1/5/09 and 2/2/09						
C30	Map Correction	Map 12-1 Land Development Plan	Change land owned by Dover International Speedway behind Towne Point from Open Space to Mixed Use.	Gregg Moore pointed out the mapping error at the 1/5/09 meeting. City Planner acknowledged error and agreed to correct it.		
C31	Map Correction	Map 12-1 Land Development Plan	Change lands on the northeast corner of Sackarackin Avenue and S. State Street from Mixed Use to Residential Medium Density.	Mrs. Hettinger spoke at public hearing on 2/2/09. City Planner acknowedged that this is a mapping error and agreed to correct it.		
C32	Map Change	Map 12-1 Land Development Plan	Land Use Classification on west side S. State Street between Hope Street and Wyoming Avenue changed to Residential Medium Density between Hope and Gooden and changed to match the Map 5-1 Existing Land Use between Gooden Avenue and Wyoming Avenue.	Change made by Council motion following public hearing. 2/2/09		
C33	Map Change	Map 12-1 Land Development Plan	Land Use Classification on east side of S. State Street between Elm Terrace and Water Street changed to Institutional on the corner of S. State and Water Streets and Residential Medium Density south to Elm Terrace. (Pertains to request item #5)	Change made by Council motion following public hearing. 2/2/09		
C34	Text Change	Chapter 12, page 153	Remove paragraph beginning "Two other areas".	Change made by Council motion following public hearing. 2/2/09		
C35	Map Change	Map 12-1 Land Development Plan	Land Use Classification on parcel on east side of S. Governors Avenue just north of the corner of S. Governors and Wyoming Avenues (975 S. Governors Ave) changed from Commercial to Residential Medium Density.	Change made by Council motion following public hearing. 2/2/09		
C36	Map Change	Map 12-1 Land Development Plan	Land Use Classification on parcel at 514 E. Loockerman Street changed from Commercial to Office and Office Parks. (pertains to request item # 1A)	Change made by Council motion following public hearing. 2/2/09		
C37	Text Clarification	Chapter 12, page 148	Add language referenced in January 26, 2009 memo to City Council from Ann Marie Townshend.	Change made by Council motion following public hearing. 2/2/09		
C38	Map Clarification	Map 12-1 Land Development Plan	Add note referenced in January 26, 2009 memo to City Council from Ann Marie Townshend.	Ann Marie Townshend		

2008 Comprehensive Plan
Attachments to Summary of Changes Table
February 6, 2009

C11

Page 108
Delaware Route 8 Study
The Dover Kent Metropolitan Planning Organization conducted a study in 2007 of the State Route 8 corridor from the railroad tracks, west to Artis Drive. The study identifies a number of service roads and alternative roadways to help disperse the traffic pattern and reduce congestion on Route 8. The study addressed the construction of the new Dover High School and other development that has occurred and is planned on the west side of Dover.

C13

Table 9-6: Prioritization of City Transportation Projects

Intermodal Transportation Terminal (Bus Station)
West Dover Connector
West Street Traffic Flow
Kenton Road Corridor Upgrades
Loockerman Street / Forrest Avenue Improvements
College Road Corridor Upgrades
U.S. Route 13 Sidewalk Construction
Crawford Carroll Avenue Extension
U.S. Route 13 Service Road Corridor Study
Route 8 Corridor Study
Garrison Tract Connector Road

Source: Dover City Council April 2008

Table 9-6: Policy/Program Prioritization List

Weekend Bus Service
Airport Studies and Improvements to Accommodate Passenger and Aircraft Related Industries
Red Light Photo Enforcement Program
Bike Path Connectivity
Continued Exploration of Options for Relocating the Storage and Marshalling of Chemical Cars at the Norfolk Southern Yard on New Burton Road
Additional Studies of next Phase to Implement Commuter Passenger Rail Service between Wilmington and Dover

Source: Dover City Council April 2008

Table 12-1 Land Use and Zoning Matrix

Land Use Category	Zoning District
Residential Low Density	R-20 (One Family Residential) R-15 (One Family Residential) R-10 (One Family Residential) R-8 (One Family Residential) R-7 (One Family Residential) C-1 (Neighborhood Commercial)
Residential Medium Density	R-8 (One Family Residential) R-7 (One Family Residential) RM-1 (Medium Density Residential) RM-2 (Medium Density Residential) RG-1 (General Residential) RG-2 (General Residential) RG-3 (Group Housing) RGO (Residence/Office) C-1 (Neighborhood Commercial) MHP (Mobile Home Park)
Residential High Density	RM-2 (Medium Density Residential) RGO (General Residence/Office) RG-1 (General Residential) RG-2 (General Residential) RG-3 (Group Housing Residential) RG-4 (High Rise Residential) RG-5 (Mid Rise Residential) MHP (Mobile Home Park) C-1 (Neighborhood Commercial)
Commercial	C-1 (Neighborhood Commercial) C-1A (Limited Commercial) C-2 (Central Commercial) C-2A (Limited Central Commercial) C-3 (Service Commercial) C-4 (Highway Commercial) SC-1 (Shopping Center Commercial) SC-2 (Shopping Center Commercial) SC-3 (Shopping Center Commercial) RC (Recreational Commercial) RGO (General Residence/Office) CPO (Commercial/Professional Office) IO (Institutional Office)

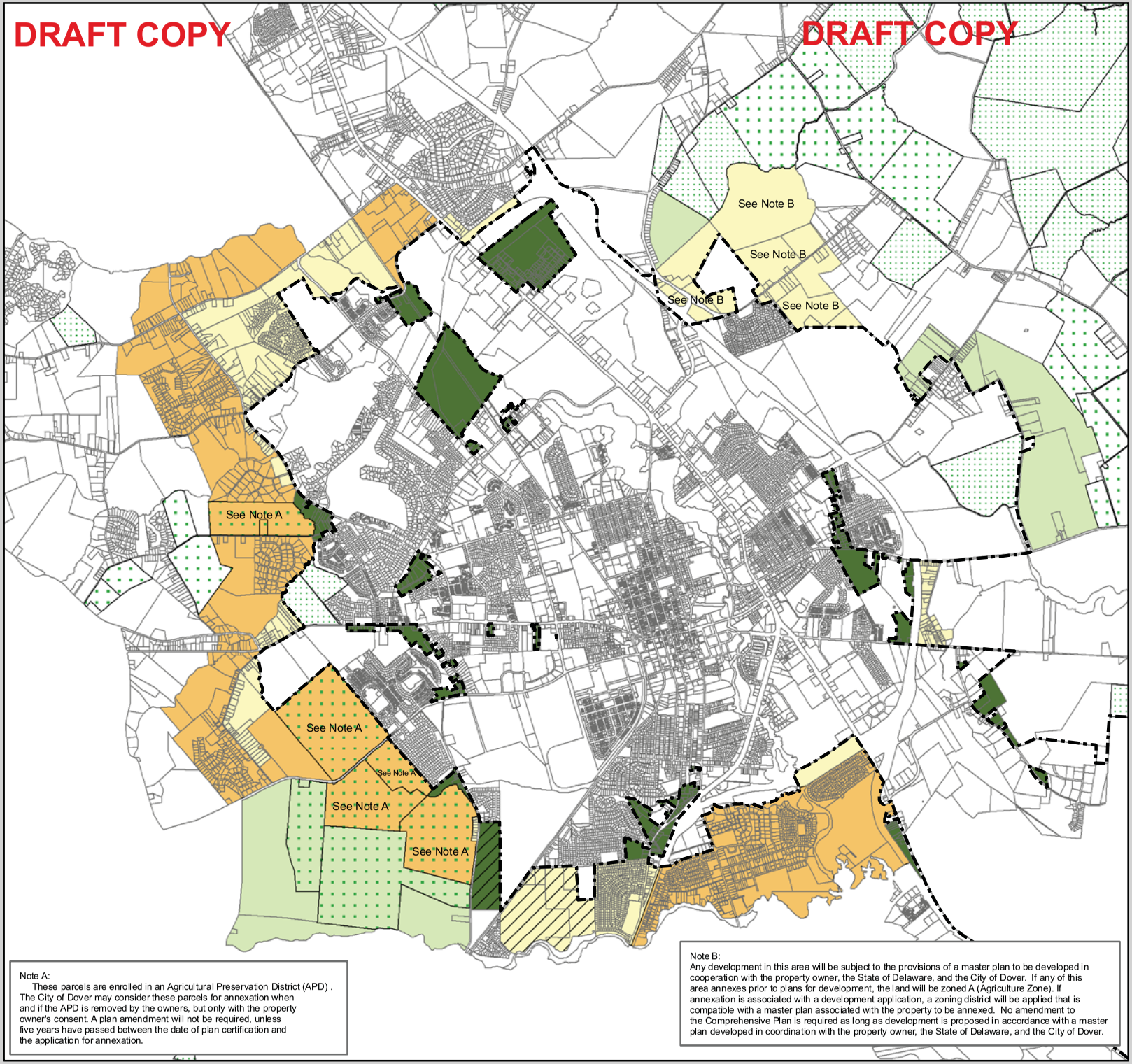
Mixed-Use	C-2 (Central Commercial) (Downtown Target Area Only) C-2A (Limited Central Commercial TND (Traditional Neighborhood Design) C-1 (Neighborhood Commercial) C-1A (Limited Commercial) RGO (General Residence and Office) (Downtown Target Area Only) R-8 (One Family Residence) RG-1 (General Residence)
Industrial and Public Utilities	M (Manufacturing) IPM (Industrial Park Manufacturing) IPM-2 (Technology Center Manufacturing) C-3 (Service Commercial)
Institutional	IO (Institutional Office) Institutional Uses May Conditionally Permitted in Residential Zones
Office and Office Parks	CPO (Commercial/Professional Office) IO (Institutional Office) IPM (Industrial Park Manufacturing) RGO (General Residence/Office)
Active Agriculture	A (Agriculture)
Open Space	Lands that are shown on the Land Development Plan as Open Space are not proposed for rezoning. They will remain as zoned as of this printing. Once an Open Space Zone is developed, some areas will be proposed for rezoning to this designation.

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City of Dover, Delaware

Map 13-1 Potential Annexation Areas Potential Conflict Resolution



- Ag Preservation Districts
- State Ag Easements
- Municipal Boundaries
- County Parcels
- Dover Parcels
- **Common Interest with Wyoming**
- Category 1: High Priority Annexation Areas
- Category 2: 0-10 years Priority Annexation Areas
- Category 3: 5 + years Areas to be Considered for Long Term Annexation
- Areas of Concern

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N W E S

February 2009

0 4,200 8,400 Feet

Note A:
These parcels are enrolled in an Agricultural Preservation District (APD) . The City of Dover may consider these parcels for annexation when and if the APD is removed by the owners, but only with the property owner's consent. A plan amendment will not be required, unless five years have passed between the date of plan certification and the application for annexation.

Note B:
Any development in this area will be subject to the provisions of a master plan to be developed in cooperation with the property owner, the State of Delaware, and the City of Dover. If any of this area annexes prior to plans for development, the land will be zoned A (Agriculture Zone). If annexation is associated with a development application, a zoning district will be applied that is compatible with a master plan associated with the property to be annexed. No amendment to the Comprehensive Plan is required as long as development is proposed in accordance with a master plan developed in coordination with the property owner, the State of Delaware, and the City of Dover.

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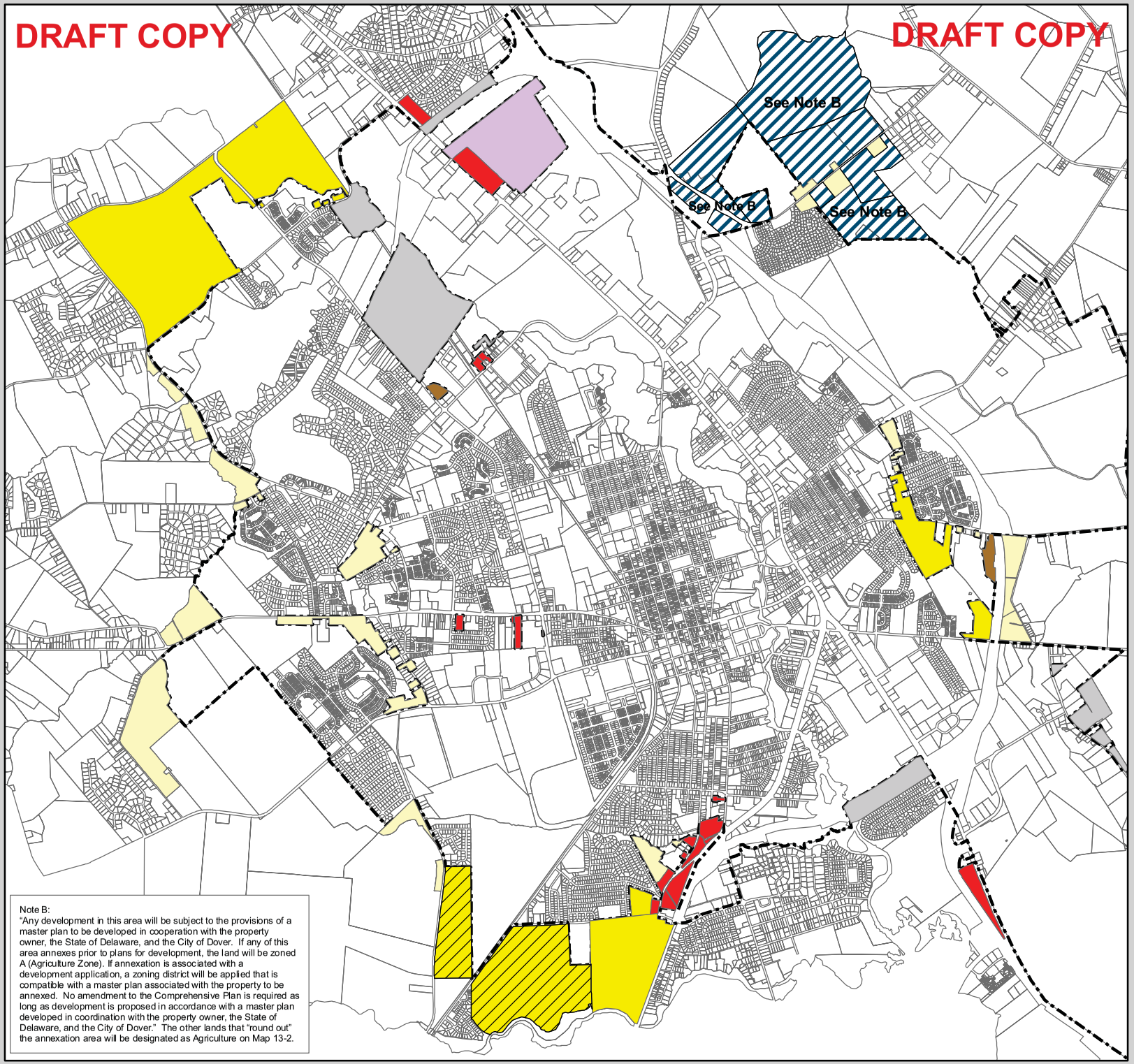
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City of Dover, Delaware

Map 13-2
Potential Land Use for Annexation Areas
Potential Conflict Resolution



- Commercial
- Industrial and Public Utilities
- Mixed Use
- Office and Office Park
- Residential Low Density
- Residential Medium Density
- To Be Master Planned prior to Annexation
- Common Interest with Wyoming
- Municipal Boundaries
- County Parcels
- Dover Parcels

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February 2009

0 3,000 6,000 Feet

Note B:
"Any development in this area will be subject to the provisions of a master plan to be developed in cooperation with the property owner, the State of Delaware, and the City of Dover. If any of this area annexes prior to plans for development, the land will be zoned A (Agriculture Zone). If annexation is associated with a development application, a zoning district will be applied that is compatible with a master plan associated with the property to be annexed. No amendment to the Comprehensive Plan is required as long as development is proposed in accordance with a master plan developed in coordination with the property owner, the State of Delaware, and the City of Dover." The other lands that "round out" the annexation area will be designated as Agriculture on Map 13-2.

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