FIRST AMENDMENT TO ENERGY MANAGEMENT AGREEMENT

This First Amendment to Energy Management Agreement (this **"First Amendment"**), dated and made effective as of November _____, 2007, is entered into by and between Dover, Delaware, a municipal corporation of the State of Delaware ("**Dover**"), and Pace Global Asset Management, LLC, a Virginia limited liability company ("**Energy Manager**"). Dover and Energy Manager are sometimes referred to herein, individually, as "**Party**" and, collectively, as "**Parties**." All capitalized terms, which are not defined herein, shall possess the meanings allocated to them in the Agreement.

W H E R E A S:

WHEREAS, Dover and Energy Manager entered into that certain Energy Management Agreement (the "**Agreement**"), dated as of May 4, 2006, which the Parties now desire to amend pursuant to the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment, and intending to be legally bound hereby, the Parties agree as follows:

1. The defined terms "Portfolio Unit Cost," "Recommended Initial Hedges," and "UCC" shall be deleted in their entirety from Article 1 of the Agreement.

2. The following term and definition shall be added to Article 1 of the Agreement:

"'Forward Market Price', for purposes of Section 8.2, means the forward price per MWh of wholesale, delivered power for the PJM–DPL zone as of March 31st for each month of the upcoming Hedge Year. In order to determine such price, Energy Manager, on behalf of Dover, will obtain by March 31st (or the next business day following that date) a minimum of three (3) price quotes ($/MWh) from qualified counterparties in the market for the upcoming Hedge Year's unhedged requirements and then use for the forward price for each month of the Hedge Year the average of the quotes except for the highest quote."

3. In Section 2.1 of the Agreement, (a) the date "June 30, 2010" in the first sentence thereof shall be deleted in its entirety and replaced with the date "June 30, 2011;" and (b) the reference to "Sections 8.1(e) and 8.2" in the fourth sentence thereof shall be deleted in its entirety and replaced with a reference to "Sections 8.1(c) and 8.2."

4. In Section 2.2 of the Agreement, the first sentence thereof is deleted in its entirety and replaced with the following:

"Section 2.2 Early Termination. Notwithstanding Section 2.1 hereof, Dover may terminate this Agreement for convenience, effective July 1, 2010 ("**Early Termination Date**") upon not less than sixty (60) days prior written notice to Energy Manager; provided, however, that in the event Dover terminates this Agreement effective at the end of July 1, 2010,

Dover will pay Energy Manager an early termination fee (the "**Early Termination Fee**") equal to Two Hundred Forty Thousand Two Hundred Fifty Dollars ($240,250.00)."

5. Section 8.1 of the Agreement is deleted in its entirety and replaced with the following:

"Section 8.1 Monthly Payment. For work performed as set forth in Articles 4, 5 and 6 hereof, Dover shall pay the Energy Manager the following fees during the Initial Term and the first Extended Term, if any, of this Agreement:

(a) From the Effective Date through June 30, 2007, One Hundred Eighty-One Thousand Two Hundred Fifty Dollars ($181,250.00) per month;

(b) during the period July 1, 2007 through June 30, 2011, One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($166,666.67) per month; and

(c) during the period July 1, 2011 through June 30, 2012, One Hundred Seventy-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($171,666.67) per month."

6. Section 8.2 of the Agreement is deleted in its entirety and replaced with the following:

"Section 8.2 Incentive Fee.

(a) In accordance with the Risk Management Policies and Procedures, Energy Manager will recommend in writing to Dover hedges for the Project's Fuel and Power requirements (including FTRs, if available) as required to meet its load during each month during each July through June period during the Initial Term and first Extended Term (each such July through June period, a "**Hedge Year**"). All hedges recommended by Energy Manager and executed by Dover as of March 31st of any given year will be used to establish the Benchmark Unit Cost of Supply for the upcoming Hedge Year. The "**Benchmark Unit Cost of Supply**" means for each month of the Hedge Year, the price per MWh that is equal to the sum of (i) the weighted average price per MWh of the month's hedges executed as of March 31st immediately prior to the Hedge Year and unhedged requirements (the unit price of which shall be equal to the Forward Market Price for the month), plus (ii) a fixed adder of $7.50 per MWh to reflect supply costs including VLR and as a proxy for the margin in a full requirements contract (collectively, the "**Other Supply Costs**"). The Benchmark Unit Cost of Supply does not include losses, ancillaries, or transmission (including seams, FERC fees, PJM charges), which shall be passed through to Dover. An example of such calculation of the Benchmark Unit Cost of Supply is set forth in Appendix C-1 hereto. For the second Hedge Year, the Benchmark Unit Cost of Supply will be Eighty Dollars and Seventy-Seven Cents ($80.77) per MWh as set forth in Appendix C-2 hereto. Thereafter, Energy Manager will notify Dover in writing by April 30th of the Benchmark Unit Cost of Supply for each month of the upcoming Hedge Year.

(b) At the end of the second Hedge Year and each Hedge Year thereafter, Energy Manager will calculate the following:

(i) the "**Aggregate Benchmark Cost of Supply**" which shall mean, for any month, the Benchmark Unit Cost of Supply multiplied by the actual load at the appropriate loss level for the month;

(ii) the "**Aggregate Actual Cost of Supply**" which shall mean, for any month, the sum of all costs actually incurred by Dover for Fuel and Power for the actual load during the month, including gains and losses on all hedges (which include sales of Energy from the Project) and Other Supply Costs for the month; and

(iii) the "**Gross Incentive Amount**" which shall mean, for a Hedge Year, the sum of the following differences for each month in the Hedge Year: (a) the Aggregate Benchmark Cost of Supply for the month, minus (b) the Aggregate Actual Cost of Supply plus the monthly payment received by Energy Manager as set forth in Section 8.1 hereof for the month.

For the first Hedge Year (i.e., July 1, 2006 through June 30, 2007), Dover shall pay Energy Manager an incentive fee equal to Nine Hundred Seventy-Eight Thousand Dollars ($978,000.00). For each Hedge Year thereafter, if the Gross Incentive Amount for the Hedge Year is a positive value, Dover shall pay Energy Manager an amount equal to thirty-five percent (35%) of such Gross Incentive Amount, but not to exceed One Million Dollars ($1,000,000.00). If the Gross Incentive Amount for the Hedge Year is a negative value, no incentive fee shall be payable to Energy Manager. An example of such calculation of the Gross Incentive Amount is set forth in Appendix D hereto.

Any amounts due pursuant to this Section 8.2(b), may be paid, at the sole option of the payor, in either a lump sum or twelve (12) equal monthly installments; provided, however, that upon expiration or Dover's termination of this Agreement as set forth in Section 2.2 hereof, any amounts due by a Party, or any unpaid portion thereof, shall be immediately due and payable. The lump sum or the first installment shall be due by the end of the month immediately following the end of the applicable Hedge Year.

7. Appendix C of the Agreement shall be deleted in its entirety and replaced with Appendix C attached hereto.

8. Appendix D of the Agreement shall be deleted in its entirety and replaced with Appendix D attached hereto.

Except as specifically amended or waived by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between

the terms and conditions set forth in this First Amendment and the terms and conditions set forth in the Agreement, the terms and conditions set forth in this First Amendment shall control.

IN WITNESS WHEREOF, each of the Parties has caused this First Amendment to be executed by its duly authorized officer as of the date first written above.

DOVER, DELAWARE **PACE GLOBAL ASSET MANAGEMENT, LLC**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPENDIX C
EXAMPLE OF BENCHMARK COST OF SUPPLY CALCULATION

HEDGED (FIXED) POSITIONS

Column	[1]	[2]	[3]	[4]	[5]	[6]
			[1] x [2]			*[4] x [5]*
	ON-PEAK POWER			**OFF-PEAK POWER**		
	Volume (MWH)	Wtd Average Fixed Price	Total Cost	Volume (MWh)	Wtd Average Fixed Price	Total Cost
July	34,000	$90.00	$3,060,000	25,000	$55.00	$1,375,000
August	38,000	$90.00	$3,420,000	22,000	$55.00	$1,210,000
September	27,000	$90.00	$2,430,000	24,000	$55.00	$1,320,000
October	25,000	$90.00	$2,250,000	18,000	$55.00	$990,000
November	24,000	$90.00	$2,160,000	18,000	$55.00	$990,000
December	21,000	$90.00	$1,890,000	20,000	$55.00	$1,100,000
January	25,000	$90.00	$2,250,000	20,000	$55.00	$1,100,000
February	24,000	$90.00	$2,160,000	18,000	$55.00	$990,000
March	18,000	$90.00	$1,620,000	16,000	$55.00	$880,000
April	20,000	$90.00	$1,800,000	15,000	$55.00	$825,000
May	24,000	$90.00	$2,160,000	18,000	$55.00	$990,000
June	30,000	$90.00	$2,700,000	18,000	$55.00	$990,000
Annual Total	310,000		$27,900,000	232,000		$12,760,000

UNHEDGED (OPEN) POSITIONS[1]

Column	[7]	[8]	[9]	[10]	[11]	[12]
			[7] x [8]			*[10] x [11]*
	ON-PEAK POWER			**OFF-PEAK POWER**		
	Volume (MWH)	Market Price as of 3/31	Total Cost	Volume (MWh)	Market Price as of 3/31	Total Cost
July	6,000	$90.00	$540,000	14,000	$60.00	$840,000
August	9,000	$95.00	$855,000	13,000	$60.00	$780,000
September	9,000	$85.00	$765,000	11,000	$50.00	$550,000
October	8,000	$85.00	$680,000	11,000	$50.00	$550,000
November	8,000	$85.00	$680,000	10,000	$45.00	$450,000
December	8,000	$90.00	$720,000	14,000	$45.00	$630,000
January	10,000	$85.00	$850,000	13,000	$50.00	$650,000
February	8,000	$85.00	$680,000	11,000	$50.00	$550,000
March	14,000	$85.00	$1,190,000	12,000	$50.00	$600,000
April	11,000	$85.00	$935,000	12,000	$50.00	$600,000
May	12,000	$85.00	$1,020,000	11,000	$55.00	$605,000
June	8,000	$90.00	$720,000	15,000	$60.00	$900,000
Annual Total	111,000		$9,635,000	147,000		$7,705,000

TOTAL PORTFOLIO (SUM OF HEDGED AND UNHEDGED)

Column	[13]	[14]	[15]	[16]	[17]	[18]
	[1] + [7]	*[4] + [10]*	*[13] + [14]*	*[3] + [9]*	*[6] + [12]*	*[16] + [17]*
	TOTAL VOLUME (MWH)			**TOTAL COST**		
	On-Peak Power	Off-Peak Power	Total	On-Peak Power	Off-Peak Power	Total
July	40,000	39,000	79,000	$3,600,000	$2,215,000	$5,815,000
August	47,000	35,000	82,000	$4,275,000	$1,990,000	$6,265,000
September	36,000	35,000	71,000	$3,195,000	$1,870,000	$5,065,000
October	33,000	29,000	62,000	$2,930,000	$1,540,000	$4,470,000
November	32,000	28,000	60,000	$2,840,000	$1,440,000	$4,280,000
December	29,000	34,000	63,000	$2,610,000	$1,730,000	$4,340,000
January	35,000	33,000	68,000	$3,100,000	$1,750,000	$4,850,000
February	32,000	29,000	61,000	$2,840,000	$1,540,000	$4,380,000
March	32,000	28,000	60,000	$2,810,000	$1,480,000	$4,290,000
April	31,000	27,000	58,000	$2,735,000	$1,425,000	$4,160,000
May	36,000	29,000	65,000	$3,180,000	$1,595,000	$4,775,000
June	38,000	33,000	71,000	$3,420,000	$1,890,000	$5,310,000
Annual Total	421,000	379,000	800,000	$37,535,000	$20,465,000	$58,000,000

BENCHMARK UNIT COST OF SUPPLY

Total Cost (Column [18])	$58,000,000
Divided By: Total Volume (Column [15])	800,000
Weighted-Average Energy Cost/MWH	$72.50
Plus: Other Supply Costs Adder Per Contract	$7.50
Equals: BENCHMARK COST OF SUPPLY	**$80.00**

[1]Unhedged positions for each month are valued based on the Forward Market Price for PJM West, DPL Zone as of March 31 prior to the start of the Fiscal Year as. determined by averaging all but the highest of at least three (3) market quotes for firm delivery of such power.

APPENDIX C (continued)
SECOND HEDGE YEAR (2007-2008) BENCHMARK COST OF SUPPLY CALCULATION

HEDGED (FIXED) POSITIONS

Column	[1]	[2]	[3] *[1] x [2]*	[4]	[5]	[6] *[4] x [5]*
	ON-PEAK POWER			OFF-PEAK POWER		
	Volume (MWH)	Wtd Average Fixed Price	Total Cost	Volume (MWh)	Wtd Average Fixed Price	Total Cost
July	40,320	$87.44	$3,525,564	30,600	$68.57	$2,098,140
August	44,160	$87.44	$3,861,332	28,200	$68.57	$1,933,580
September	33,440	$75.53	$2,525,556	29,120	$66.50	$1,936,584
October	31,280	$75.39	$2,358,144	22,560	$69.90	$1,576,850
November	28,560	$75.39	$2,153,088	23,040	$69.90	$1,610,400
December	27,200	$77.22	$2,100,480	25,440	$68.77	$1,749,530
January	29,920	$89.78	$2,686,112	25,480	$66.69	$1,699,320
February	28,560	$89.78	$2,564,016	23,400	$66.69	$1,560,600
March	23,520	$74.44	$1,750,812	22,440	$68.72	$1,542,036
April	24,640	$72.76	$1,792,824	20,240	$64.45	$1,304,376
May	28,560	$72.57	$2,072,616	24,480	$58.17	$1,423,920
June	36,960	$82.11	$3,034,836	23,040	$58.17	$1,340,160
Annual Total	377,120		$30,425,380	298,040		$19,775,496

UNHEDGED (OPEN) POSITIONS[1]

Column	[7]	[8]	[9] *[7] x [8]*	[10]	[11]	[12] *[10] x [11]*
	ON-PEAK POWER			OFF-PEAK POWER		
	Volume (MWH)	Market Price as of 12/27/06	Total Cost	Volume (MWh)	Market Price as of 12/27/06	Total Cost
July	-	$66.30	$0	9,267	$66.30	$614,402
August	2,242	$66.30	$148,645	6,692	$66.30	$443,680
September	2,490	$66.30	$165,087	4,689	$66.30	$310,881
October	1,649	$66.30	$109,329	5,429	$66.30	$359,943
November	1,770	$66.30	$117,351	4,168	$66.30	$276,338
December	1,905	$66.30	$126,302	6,922	$66.30	$458,929
January	4,901	$66.30	$324,936	6,354	$66.30	$421,270
February	2,022	$66.30	$134,059	4,139	$66.30	$274,416
March	8,783	$66.30	$582,313	6,243	$66.30	$413,911
April	5,280	$66.30	$350,064	6,143	$66.30	$407,281
May	6,450	$66.30	$427,635	4,815	$66.30	$319,235
June	1,813	$66.30	$120,202	9,318	$66.30	$617,783
Annual Total	39,305		$2,605,922	74,179		$4,918,068

TOTAL PORTFOLIO (SUM OF HEDGED AND UNHEDGED)

Column	[13] *[1] + [7]*	[14] *[4] + [10]*	[15] *[13] + [14]*	[16] *[3] + [9]*	[17] *[6] + [12]*	[18] *[16] + [17]*
	TOTAL VOLUME (MWH)			TOTAL COST		
	On-Peak Power	Off-Peak Power	Total	On-Peak Power	Off-Peak Power	Total
July	39,464	39,867	79,331	$3,525,564	$2,712,542	$6,238,106
August	46,402	34,892	81,294	$4,009,977	$2,377,260	$6,387,236
September	35,930	33,809	69,739	$2,690,643	$2,247,465	$4,938,108
October	32,929	27,989	60,918	$2,467,473	$1,936,793	$4,404,265
November	30,330	27,208	57,538	$2,270,439	$1,886,738	$4,157,177
December	29,105	32,362	61,467	$2,226,782	$2,208,459	$4,435,240
January	34,821	31,834	66,655	$3,011,048	$2,120,590	$5,131,639
February	30,582	27,539	58,121	$2,698,075	$1,835,016	$4,533,090
March	32,303	28,683	60,986	$2,333,125	$1,955,947	$4,289,072
April	29,920	26,383	56,303	$2,142,888	$1,711,657	$3,854,545
May	35,010	29,295	64,305	$2,500,251	$1,743,155	$4,243,406
June	38,773	32,358	71,131	$3,155,038	$1,957,943	$5,112,981
Annual Total	415,569	372,219	787,788	$33,031,302	$24,693,564	$57,724,865

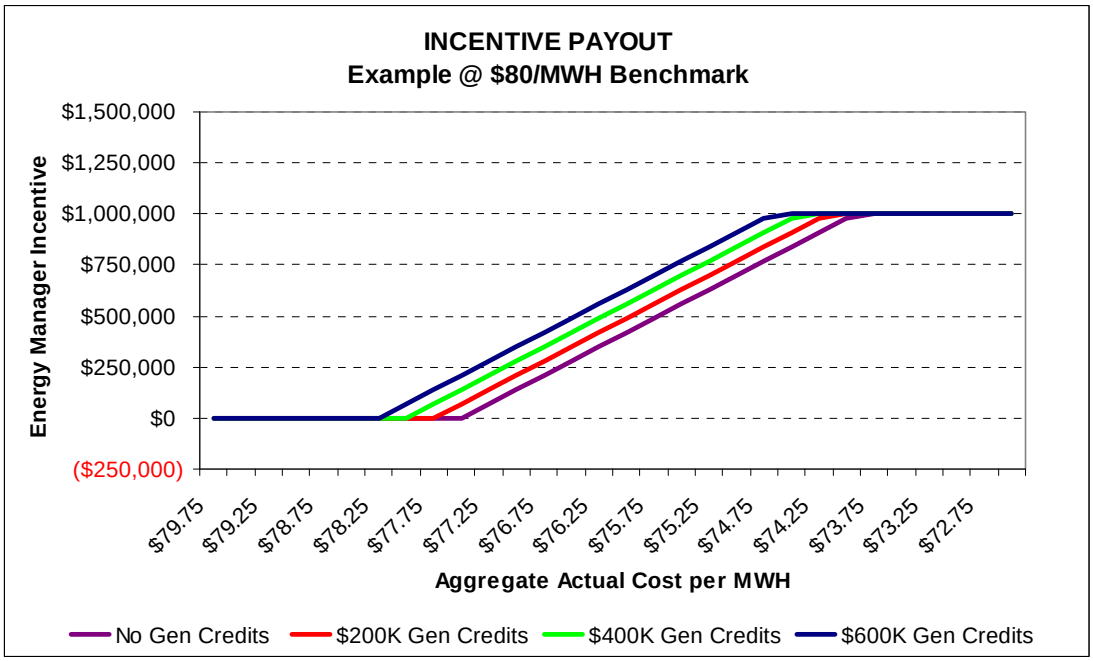
BENCHMARK UNIT COST OF SUPPLY

Total Cost (Column [18])	$57,724,865
Divided By: Total Volume (Column [15])	787,788
Weighted-Average Energy Cost/MWH	$73.27
Plus: Other Supply Costs Adder Per Contract	$7.50
Equals: BENCHMARK COST OF SUPPLY	**$80.77**

[1]For the second Hedge Year, unhedged positions for each month are valued based on the most recent quote received (and transacted on) in advance of the Hedge Year. That occurred on 12/27/06 at an around-the-clock price of $66.30 / MWh.

APPENDIX D
EXAMPLE GROSS INCENTIVE AMOUNT CALCULATION

1	Benchmark Unit Cost of Supply/MWH		$80.00
2	Aggregate Actual Energy Cost		$75.50
3	Gross Incentive per MWH	*[1] - [2]*	$4.50
4	Volumes, MWH		800,000
5	Gross Incentive	*[3] x [4]*	$3,600,000
6	Less: Base Fees		($2,000,000)
7	Plus: Generation Margin		$200,000
8	Eligible Incentive Pool	*[5] + [6] + [7]*	$1,800,000
9	Energy Manager Share		35%
10	Energy Manager Incentive	*[8] x [9]*	$630,000



	Year 1 2006/07	Year 2 2007/08	Year 3 2008/09	Year 4 2009/10	Year 5 2010/11	Total Five Year Cost	Savings
Current	$2,175,000.00	$2,240,250.00	$2,307,457.56	$2,376,681.24	$2,447,981.64	$11,547,370.44	$1,372,370.28
Proposed	$2,175,000.00	$2,000,000.04	$2,000,000.04	$2,000,000.04	$2,000,000.04	$10,175,000.16	

INCENTIVE FEE

	Year 1 2006/07	Year 2 2007/08	Year 3 2008/09	Year 4 2009/10	Year 5 2010/11	Total Two Year Estimate	Estimated Savings
Current[1] (No Cap)	$1,620,000.00	$1,680,000.00	Unknown	Unknown	Unknown	$3,300,000.00	$1,300,000.00
Cap	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$1,000,000.00	$2,000,000.00	

[1] Estimated for year 2

2008 Comprehensive Plan
Timeline/Public Outreach Strategy
Parks, Recreation and Community Enhancement Committee - October 23, 2007

Winter 2008

4 Public Workshops in Winter 2008
- Growth & Development Questionnaire
- 2003 Maps with Amended City Boundaries
- Boards with 2003 Goals
- Power Point Presentation with Status of 2003 Implementation
- Question/Answer Session

Combined Meeting – Planning Commission, City Council, Historic District Commission
- 2003 Maps with Amended City Boundaries
- Boards with 2003 Goals
- Power Point Presentation with Status of 2003 Implementation
- Question/Answer Session

Council Committees
- Meet with Council Committees in Winter to Go Over Relevant Sections (Each Section will be assigned a Council Committee for review.) This will be an on-going activity throughout the process.

Present Overview
- Downtown Dover Development Corporation
- Main Street
- Dover Parking Authority
- Other Organizations as Requested

Spring 2008

Workshop with Planning Commission
- Present Draft Goals/Recommendations Based on Winter Outreach
- Present Draft Land Development Plan
- Present Draft Growth and Annexation Plan

Council Committees
- Continue to Meet with Council Committees

4 Public Workshops
- Present Draft Goals/Recommendations Based on Winter Outreach
- Present Draft Land Development Plan
- Present Draft Growth and Annexation Plan

Summer/Fall 2008
- Public Hearing – Planning Commission
- Public Hearing – City Council

EXHIBIT #3
Regular Council Meeting of 11/13/2007

Utility Committee
(November 6, 2007)
Wellhead Protection Only

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

That Appendix B -Zoning Ordinance, Article 3 – District Regulations be amended by inserting the a new section as follows:

Section 29 Source Water Protection Overlay Zone (SWPOZ)

29.1 Purpose. The purpose of this Source Water Protection Overlay Zone is to provide a safe drinking water supply and to ensure that groundwater is adequately protected and maintained. The Overlay Zone's purpose is to protect public health and safety by minimizing contamination of the aquifer and to ensure that the aquifer is property maintained and supplied with clean water through the reduction of impervious surfaces.

29.2 Definitions.

Aboveground Storage Tank (AST). An AST is a single containment vessel greater than 250 gallons as defined in the Delaware *Regulations Governing Aboveground Storage Tanks*. ASTs with a storage capacity greater than 12,499 gallons containing petroleum or hazardous substances, and ASTs with a storage capacity greater than 39,999 gallons containing diesel, heating fuel or kerosene are subject to the design, construction, operation and maintenance requirements of the Delaware AST regulations.

Hazardous Material. A material which is defined in one or more of the following categories:

> *Ignitable:* A gas, liquid or solid which may cause fires through friction, absorption of moisture, or which has low flash points. Examples: white phosphorous and gasoline. Carcinogenic: A gas, liquid, or solid which is normally considered to be cancer causing or mutagenic. Examples: PCB's in some waste oils.
> *Explosive:* A reactive gas, liquid or solid which will vigorously and energetically react uncontrollably if exposed to heat, shock, pressure or combinations thereof. Examples: dynamite, organic peroxides and ammonium nitrate.
> *Highly Toxic:* A gas, liquid, or solid so dangerous to man as to afford an unusual hazard to life. Example: chlorine gas. Moderately Toxic: A gas, liquid or solid which through repeated exposure or in a single large dose can be hazardous to man. Corrosive: Any material, whether acid or alkaline, which will cause severe damage to human tissue, or in case of leakage might damage or destroy other containers of hazardous materials and cause the release of their contents. Examples: battery acid and phosphoric acid.

Underground Storage Tank (UST). An UST is one or a combination of Tanks including underground Pipes, the volume of which is 10% or more belowground, as defined in the Delaware *Regulations Governing Underground Storage Tank Systems*. The following USTs are not subject to the design, construction, operation and maintenance requirements of the Delaware UST Regulations: Residential Heating Fuel, Agricultural and Residential Motor Fuel USTs less than 1,100 gallons and any UST less than 110 gallons.

29.3 Use and Bulk Requirements. The uses and bulk standards which govern the underlying zoning designations attached to the properties within the Source Water Protection Overlay Zone shall apply in all instances except where uses are specifically prohibited by this section and except pertaining to Impervious Surface, Ground Cover, and Floor Area Ratio. Where issues of Impervious Surface, Ground Cover, and Floor Area Ratio are concerned, the provisions of the Source Water Protection Overlay Zone are the governing provisions, overriding the existing zoning for the property.

29.4 Zone Boundaries. This section of the *Zoning Ordinance* encompasses the lands demarcated on the City of Dover Zoning Map as set forth in Article 2 §2 of this Ordinance, as the Source Water Protection Overlay Zone.

29.5 Uses Prohibited. The following uses are specifically prohibited throughout the Source Water Protection Overlay Zone:

29.51 Uses Prohibited

a) Automobile body/repair shop, motor vehicle, boat or farm equipment service
b) Gas stations and motor vehicle service stations
c) Fleet/trucking/bus terminal
d) Dry cleaner
e) Electrical/electronic manufacturing facility
f) Machine shop
g) Metal plating/finishing/fabricating facility
h) Chemical processing/storage facility
i) Wood preserving/treating facility
j) Junk yard/scrap yard/salvage yard
k) Mines/gravel pit
~~l) Irrigated nursery/greenhouse stock~~
~~m) Confined animal feeding operations~~
n) Land divisions resulting in high density (>1 unit/acre) septic systems
o) Equipment maintenance/fueling areas
p) Injection wells/dry wells/sumps, except for single-family residences directing gutter downspouts to a drywell
q) Underground storage tanks
r) All other facilities involving the collection, handling, manufacture, use, storage, transfer or disposal of any solid or liquid material or waste having potentially harmful impact on groundwater quality
s) All uses not permitted in the underlying zone district

29.6 Geothermal Wells. Geothermal wells are permitted uses within the Source Water Protection Overlay Zone in accordance with other City and State regulations.

29.7

Reserved

29.8 Tier 2: Primary Wellhead Protection Areas. Lands defined as Tier 2 lands, are areas which have been identified as Primary Wellhead Protection Areas.

29.81 Purpose and Intent. The purpose of the Primary Wellhead Protection Areas is to safeguard the potable water resources of Dover and Kent County and to safeguard the public health, safety, and resources through regulation of land use and development within zones of protection surrounding potable water supply well fields.

~~**29.81(a) Future Land Use. The preferred Future Land Use for all property within Tier 2 lands is Open Space. Where possible, land in Tier 2 should be acquired and reserved for permanent Open Space either through purchase or through the use of Transfer of Development Rights.**~~

29.82 Areas within three hundred (300) feet of the well shall be one hundred (100) percent open space.

29.83 New development within five hundred (500) feet of the well must demonstrate that the new development will not produce, store, transfer or otherwise handle hazardous materials or substances.

29.84 The Primary Wellhead Protection area around the well may be reduced to a one hundred and fifty (150) foot radius provided a hydrogeological report, prepared by a Delaware Registered Geologist and submitted to the satisfaction of the Delaware Geological Survey and the DNREC, is prepared. The report must certify that (1) the minimum 60-day time of-travel from a point to the public water supply well is maintained and (2) the well draws from a confined aquifer. Upon completion of such a report, the regulations governing Tier 1 lands within the Source Water Protection Overlay Zone will apply.

29.85 Runoff. The natural runoff flowing into wellhead areas shall be allowed and all new stormwater run-off shall be diverted around the wellhead protection areas wherever practical.

29.86 The stormwater system's discharge to Tier 2: Primary Wellhead Protection Areas land shall be by sheet flow through a grassland or discharge from a stormwater management facility having a wetland or aquatic bench. Stormwater runoff from all parking areas shall be directed to a stormwater management facility before it is discharged into a Primary Wellhead Protection Area.

29.87 Boundary Disputes. For **primary** wellhead protection area boundary determinations, a site-specific geological and hydro-geological analysis shall be performed by a State-registered professional geologist and shall be based upon thorough site investigation, subsurface testing and other testing as may be determined appropriate by the City of Dover.

29.9 Tier 1: Secondary Wellhead Protection Areas. Lands defined as Tier 1 lands, are areas which have been identified as Secondary Wellhead Protection Areas. Secondary Wellhead Areas extend a buffer of 150 feet radius from the well point located in an area of the confined aquifer.

29.91 Purpose and Intent. The purpose of this Secondary Wellhead Protection Areas is to safeguard the potable water resources of Dover and Kent County and to safeguard the public health, safety, and resources through regulation of land use and development within zones of protection surrounding potable water supply well fields.

29.92 Open Space. Areas within fifty (50) feet of the well shall be one hundred (100) percent open space.

29.93 New development within seventy-five (75) feet of the well must demonstrate that the new development will not produce, store, transfer or otherwise handle hazardous materials or substances.

29.94 The natural runoff flowing into wellhead areas shall be allowed and all new stormwater run-off shall be diverted around the wellhead protection areas wherever practical.

29.10 Intergovernmental Coordination

29.101 Review. The City of Dover, through the Development Advisory Committee, will coordinate with the Kent Conservation District and DNREC as necessary to ensure compliance with the Source Water Protection Overlay Zone.

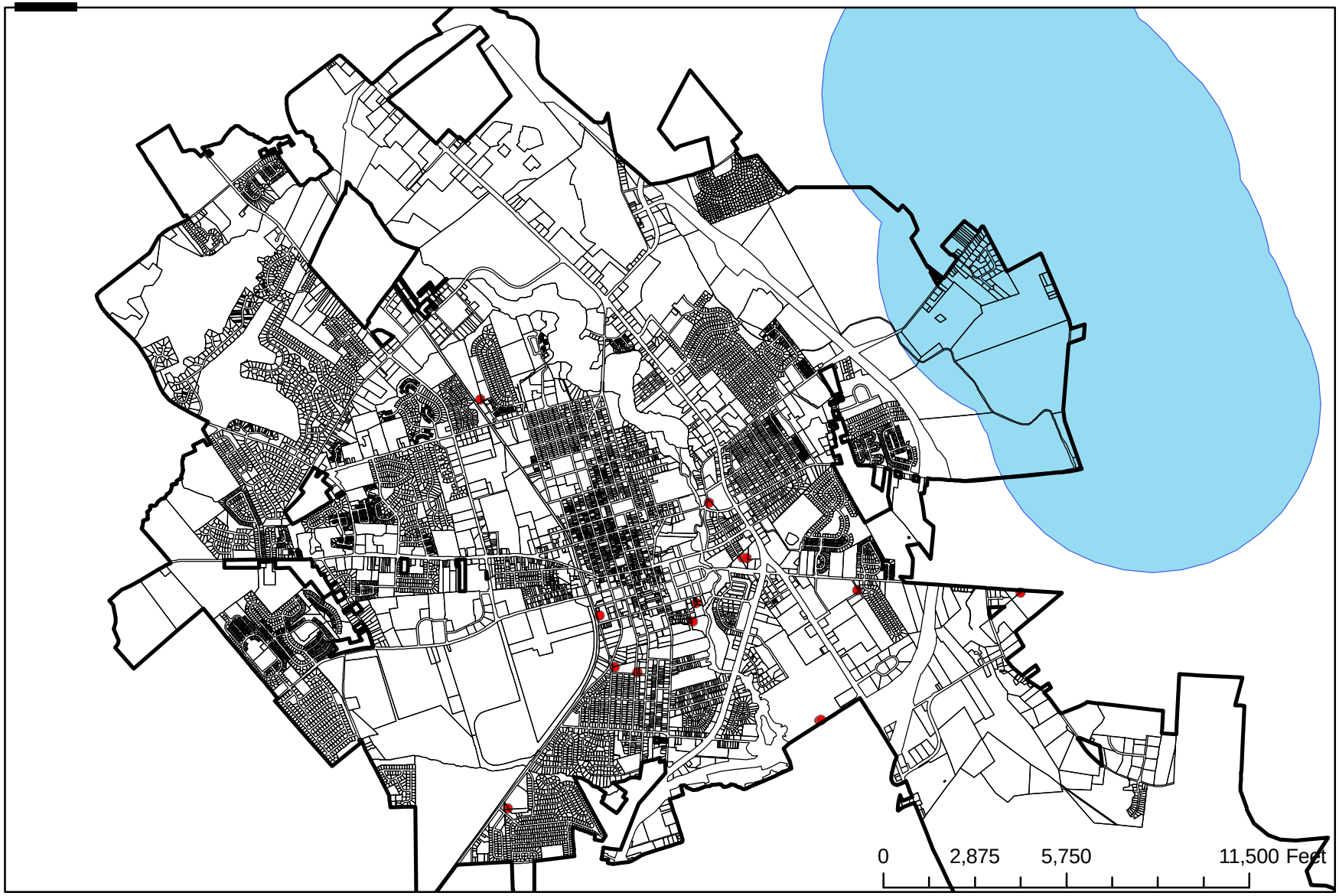
29.102 Memorandum of Understanding. A Memorandum of Understanding must be kept and maintained between the City and any review agencies which evaluate the implementation of the required elements of the Source Water Protection Overlay Zone through the Development Advisory Committee process.

29.11 Data Distribution

29.141 The digital delineation of this overlay zone will be provided upon written request. Distribution of this information will be governed by the City of Dover's Geographic Data Use and Distribution Policy.

29.12 Existing Development. Existing developed land which is located within the Source Water Protection Overlay Zone will be treated as a non-conforming use, subject to the provisions of Article 7.

29.13 Effective Date. ~~The effective date for the Source Water Protection Overlay Zone shall be January 1, 2008.~~ The requirements of the Source Water Protection Overlay Zone shall apply to all site plan and subdivision applications filed after adoption of these requirements by City Council.



Source Water Protection Overlay Zone

Legend

- City of Dover Boundary
- Dover Parcels
- Tier 1
- Tier 2

Special Utility Committee Meeting
of November 6, 2007