

City of Milford



CITY COUNCIL AGENDA

November 23, 2015 - 7:00 P.M.

Joseph Ronnie Rogers Council Chambers,
Milford City Hall
201 South Walnut Street
Milford, Delaware

PUBLIC HEARING

Dave Kenton on behalf of Fork Landing Farm, LLC
Amended Final Major Subdivision/Cedar Beach Road
Tax Map 3-30-7.18-027.00; -028.00; -043.00 through -119.00

ORDINANCE 2015-22
Part II-General Legislation
Chapter 174-Sewers
Article I-Sewer Use
Article III-Sewer Impact Fee

ORDINANCE 2015-23
Chapter 222-Water
Part II-General Legislation

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

Proclamation 2015-25/Pancreatic Cancer Month

Communications

Unfinished Business

New Business

SE Milford Sewer Public Works Agreement & Funding*
DBF Contract/SE Milford Sewage Pump Station Project & Funding*
Washington Street Storage Tank Repairs/Change Order**
Employee Recognition/Increased Budget/Funding

Motion-Executive Session

Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed (Employment Contract)

Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements, or sales or leases of real property (Property Sale & Property Purchase)

Employment Contract

Property Sale

Property Purchase

Adjourn

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.

090915 111515 *111715Late Addition (per Interim City Manager request of DBF) **112215 Late Addition Omitted in Error

City of Milford



PUBLIC NOTICE CITY OF MILFORD CITY COUNCIL HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Milford will hold a Public Hearing on Monday, November 23, 2015 at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware, to take final action upon the matter of:

Dave Kenton on behalf of Fork Landing Farm, LLC for an Amended Final Major Subdivision of 24.07+/- acres from 79 lots (41 Single Family Units, 36 Duplex Units, 2 Open Space Lots) to 67 lots (53 Single Family Units, 12 Duplex Units, 2 Open Space Lots). Property is located on the east side of Cedar Beach Road, Milford Delaware. Tax Map 3-30-7.18-027.00; -028.00; -043.00 through -119.00.

All parties of interest are hereby notified to be present and to express their views before a final decision is rendered.

If unable to attend, written comments will be accepted up to one week prior to the hearing. Anyone with questions or comments should contact Rob Pierce in the Planning Department via email at RPierce@milford-de.gov or at 302.424.3712.

By: Christine Crouch
Deputy City Clerk

Advertised: Beacon, 09.30.15

City of Milford



PUBLIC NOTICE CITY OF MILFORD PLANNING COMMISSION HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Milford will hold a Public Hearing on Tuesday, October 20, 2015 at 7:00 p.m. in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware to consider the following matter:

Dave Kenton on behalf of Fork Landing Farm, LLC for an Amended Final Major Subdivision of 24.07+/- acres from 79 lots (41 Single Family Units, 36 Duplex Units, 2 Open Space Lots) to 67 lots (53 Single Family Units, 12 Duplex Units, 2 Open Space Lots). Property is located on the east side of Cedar Beach Road, Milford Delaware. Tax Map 3-30-7.18-027.00; -028.00; -043.00 through -119.00.

All interested parties are hereby notified to be present for the review and recommendation by the Planning Commission to City Council. Final action will be taken by City Council.

If unable to attend, written comments will be accepted up to one week prior to the hearing. Anyone with questions or comments should contact Rob Pierce in the Planning Department via email at RPierce@milford-de.gov or at 302.424.3712.

By: Christine Crouch
Deputy City Clerk

Advertised: Beacon, 09.30.15



Final Major Subdivision Application

File Name: Fork Landing Farm R2

Date Stamp

File Number: 10-200001

Proposed Subdivision Name:

Fork Landing Community

I/We wish to subdivide our lot(s) as follows :

24 # of lots and 24 # of units; consisting of

0 # of commercial units and 24 # of residential units

A Land Use Application for a final major subdivision is deemed complete when it is accompanied by the required items identified below. Please be advised that additional information may be required during the review process in order to respond to or resolve particular issues. No application shall be considered complete if any of the required information is missing. Once an application is deemed by Planning staff to be complete, the application will be scheduled for the required meetings.

FINAL MAJOR SUBDIVISION CHECKLIST

REQUIRED ITEMS (The applicant is to indicate with a check that each of the items below is included. If an item is not applicable, indicate N/A.)

- I. Land Use Application Cover Sheet.
- II. Agency approvals, including but not necessarily limited to:
 - A. DelDOT for entrance and utility construction permit (where applicable).
 - B. Kent or Sussex County Conservation District.
 - C. Fire Marshal for site.
 - D. State Office of Drinking Water.
 - E. DNREC for sewer and for wetland and/or tax ditch disturbance where applicable.
 - F. U.S. Army Corps of Engineers for jurisdictional determination and approval for wetland disturbance, where applicable.
 - G. Kent or Sussex County 911 Addressing for street names.
 - H. City Departmental final subdivision approval.
 - I. A final copy (or copies) of any required easement(s).
 - J. A copy of the final Public Works Agreement.
 - K. A final copy of any deed restrictions and restrictive covenants proposed by the subdivider.
 - L. A list of waivers from the Code of the City of Milford and their corresponding code locations, *as approved by City Council during Preliminary Approval.*
- III. Fifteen folded copies of final subdivision plans, including the record plat (1 copy no smaller than 24" x 36" and 14 copies no larger than 11" x 17"). All plans to be signed and sealed by the engineer; the title sheet shall be signed by the owner and developer, or the owner/developer; and the wetlands certification to be signed by the certified wetlands delineator.
- IV. A CD with all of the above information saved in pdf format, except that deed restrictions and restrictive covenants shall be saved in Word format. If the property is newly annexed, provide a copy of the legal description of the boundary in Word format.
- V. Application fee.

For Staff Use ONLY	
Verified	Waived
WRP	
	WRP
WRP	
WRP	
WRP	

I/We certify that the information provided in this application, including all submittals are attachments, is true and correct to the best of my/our knowledge.

Signature of Property Owner:

David W. Henton Date: 7-31-15
Fork Landing Farms, LLC - President

Signature of Applicant:

David W. Hutor

Date: 7-31-15

Signature of Surveyor or Engineer:

Date:

FOR STAFF USE ONLY

DAC
n/a

Planning Commission

City Council

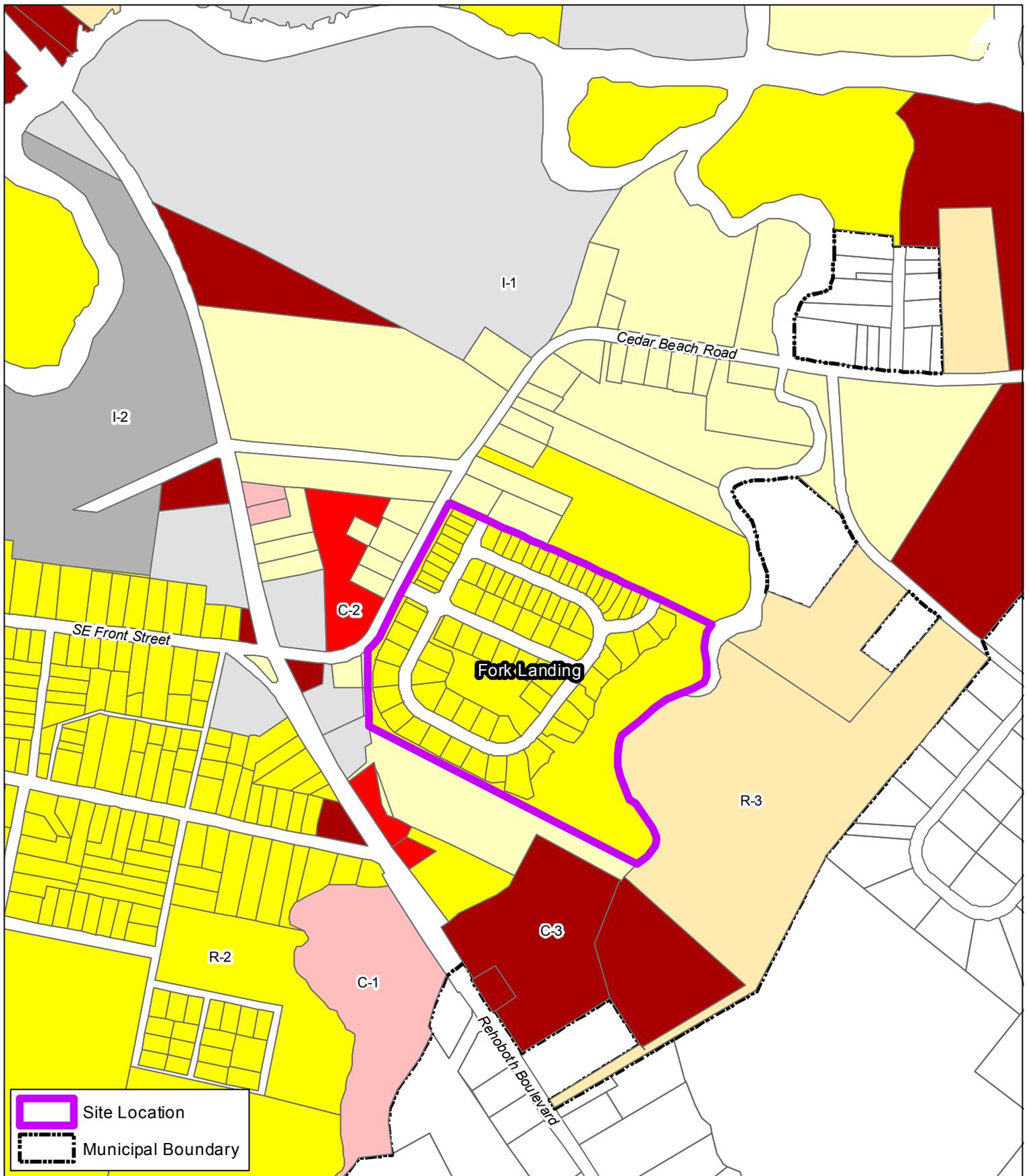
BOA
n/a

Owner

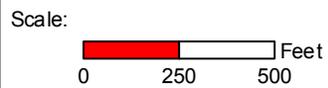
Contact

Applicant

REVISED: 01.2014



 Site Location
 Municipal Boundary



Drawn by: WRP Date: 09/04/15

Title:

Final Subdivision Amendment
Fork Landing Farm, LLC
 Location & Zoning Map

Filepath: FinalSubdivisionAmendment_ForkLanding.mxd



PLANNING & ZONING DEPARTMENT
P 302.424.3712 F: 302.424.3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963

www.cityofmilford.com

DATA SHEET FOR FINAL SUBDIVISION AMENDMENT

Planning Commission Public Hearing: October 20, 2015

City Council Public Hearing: November 23, 2015

Ordinance/Resolution	:	PC15-008
Application Number / Name	:	10-200001/ Fork Landing Farm, LLC r2
Applicant	:	Fork Landing Farm, LLC 200 Lakeview Avenue Milford, DE 19963
Owner	:	Same
Present Comprehensive Plan Designation	:	Low Density Residential
Proposed Comprehensive Plan Designation	:	Low Density Residential
Present Zoning District	:	R-2 (Residential District)
Proposed Zoning District	:	R-2 (Residential District)
Present Use	:	Single Family & Duplex Dwelling Units
Proposed Use	:	Single Family & Duplex Dwelling Units



PLANNING & ZONING DEPARTMENT
P 302.424.3712 F: 302.424.3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963

www.cityofmilford.com

STAFF RECOMMENDATION REPORT
September 9, 2015

Application Number / Name	:	10-200001/ Fork Landing Farm, LLC r2
Present Comprehensive Plan Designation	:	Low Density Residential
Proposed Comprehensive Plan Designation	:	Low Density Residential
Present Zoning District	:	R-2 (Residential District)
Proposed Zoning District	:	R-2 (Residential District)
Present Use	:	Detached & Semi-Detached Single Family Dwelling
Proposed Use	:	Detached & Semi-Detached Single Family Dwelling

I. STAFF RECOMMENDATION:

The applicant has requested to consolidate the remaining (24) twenty-four duplex lots owned by Fork Landing Farm, LLC to (12) twelve single family detached lots. The consolidated lots meet the minimum area requirements for single family lots and are consistent with the existing single family lots. The (12) twelve privately owned duplex lots would remain.

The recorded subdivision was approved for (77) seventy-seven dwelling units, comprised of (41) forty-one single family detached lots and (36) thirty-six duplex lots. The consolidation would lower the overall unit count to (65) sixty-five, made up of (53) fifty-three single family detached lots and (12) twelve duplex lots. The density would change from 3.19 units/acre to 2.7 units/acre

The staff has no objection to the consolidation of the duplex lots to single family detached dwellings. The proposed amendment to the subdivision record plan will reduce the existing density and not alter the overall appearance and intended use of the neighborhood.

If approved for the subdivision amendment/lot consolidation, the developer will seek the following variances from the Board of Adjustment;

- 1) For lots 44, 46, 48, 50, 52, 58, & 60;
 - Front Yard Setback: 20 feet
 - Rear Yard Setback 10 feet
- 2) For lots 62, 64, 66, 74, & 76;
 - Front Yard Setback: 20 feet

II. AGENCY COMMENTS:

- Water Department – The service laterals and meter pits for each lot have already been installed. If the lots are consolidated, the extra water service and meter pit may be utilized for irrigation purposes.
- Sewer Department – The service laterals for each lot have already been installed. Most of the duplex lots are served by a double wye arrangement, meaning that one of wye branches will not be utilized. It will be the responsibility of the developer's Contractor or plumber to ensure that the unused connection is permanently secured at time of connection.

This recommendation is offered without the benefit of public testimony and is based on the information presented when the application was received by the Planning & Zoning Department. The Planning Commission shall give considerable weight to public testimony received during public hearing in considering its recommendation to City Council in this matter.

ENC: Data Sheet
Exhibit A – Location & Zoning Map
Exhibit B – Plot Plan

Fork Landing -Resident Poll

Please register your response to the following question regarding changes to Fork Landing community recorded lot plan. These changes will be presented to the City of Milford Planning & Zoning commission for review during August, 2015 with a final public hearing in September, 2015 and City Council vote in October, 2015. You have a right to appear at both these public hearings.

1. I have reviewed the proposed changes to the Fork Landing community recorded plan and do not object to changing the remaining duplex lots to single family lots with modified setbacks to accommodate a larger building envelope.

Yes _____

No _____

Comments:

2. I am the owner/resident of a dwelling adjacent to the proposed 30 duplex lots in Fork Landing community and do not object to modifying the duplex lots adjacent to my dwelling to accommodate single family homes.

Yes _____

No _____

Comments:

__Tim Long & Judy Zagozen, Lot #3_____

Signature - Address or Lot #

Fork Landing -Resident Poll

Please register your response to the following question regarding changes to Fork Landing community recorded lot plan. These changes will be presented to the City of Milford Planning & Zoning commission for review during August, 2015 with a final public hearing in September, 2015 and City Council vote in October, 2015. You have a right to appear at both these public hearings.

1. I have reviewed the proposed changes to the Fork Landing community recorded plan and do not object to changing the remaining duplex lots to single family lots with modified setbacks to accommodate a larger building envelope.

Yes X No objections No _____

Comments:

2. I am the owner/resident of a dwelling adjacent to the proposed 30 duplex lots in Fork Landing community and do not object to modifying the duplex lots adjacent to my dwelling to accommodate single family homes.

Yes X No objections No _____

Comments:

J. Sueder Loffland
J. Sueder Loffland
Owner 5601 Cambridge Dr
Fork Landing
Milford DE 19963

August 6, 2015

Mr. Scott Dailey
Managing Partner
Capstone Homes
18334 Coastal Highway
Lewes, DE 19958

Re: Predicament of Fork Landing Owners / Residents

Dear Mr. Dailey:

On behalf of the majority of current owner / residents of Fork Landing we are seeking the assistance of Capstone Homes. We have been notified by Mr. David Kenton of Fork Landing LLC that he has been in negotiations with Ryan Homes /NVR Inc. for assigning to them the remaining unsold 27 single lots and 24 duplex lots. The David Kenton/Fork Landing request to convert the duplex lots to single family lots will soon be on the agenda of the Milford Planning and Zoning Commission and then the Milford City Council. We were told by David Kenton (at a recent community meeting) that as part of Fork Landing's negotiations with Ryan Homes they have requested that the 24 duplex lots be converted to 12 single home lots. The majority of current Fork Landing residents are not against converting the duplex lots to single lots. However, we are all strongly opposed to any lots being assigned for building to either Ryan Homes or Bryton Homes (another company mentioned by David Kenton). Neither company has a favorable reputation or rating by the Better Business Bureau (BBB). Ryan and Bryton homes are not comparable in quality of materials, craftsmanship, or customer service. These are the very reasons we bought a Capstone Home in the Fork Landing community.

Capstone appears unwilling to fully support the marketing of their homes in Fork Landing. On many occasions current residents have been approached by people interested in the development, stating they did not know it was here. Traffic through the development is ever increasing. Several residents have personally invited interested people to walk through their homes to see the quality of Capstone. Buyers want to see / touch a model as many of us were able to do. With a model and an active real estate agent(s) or a volunteer such as me and others to staff a model home, we believe Fork Landing would develop at a much greater rate, as there appears to be an upswing in the housing market.

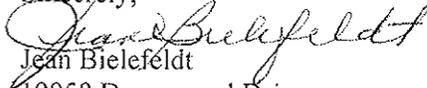
We would support Fork Landing inviting other builders, as long as the quality and customer service of each builder is similar to Capstone Homes. In addition, the majority of owners / residents have no objection to decreasing the number of duplex lots to single lots for Capstone or another reputable builder.

We think that the City of Milford has much to offer to individuals looking to buy in Delaware. A recent article by Kiplinger's highlighted both Delaware and the City of Milford <http://blog.activeadultsdelaware.com/2015/06/19/kiplingers-best-retirement-states-list/> The new planned hospital is another reason that Capstone should support Milford as a developing city with a young progressive mayor and the best of intentions for its future economic development. In addition, Delaware Today Magazine in its April 2015 edition (page 17) included an article naming Milford as "The Next Great Boomtown?"

Please help us save Fork Landing from inferior builders. A majority of poor quality homes in Fork Landing would have a negative impact on the community and the stellar reputation of Capstone Homes. A group of the current residents would welcome the opportunity to discuss in person with you why we strongly want Capstone Homes to continue to be our primary builder for the Fork Landing community.

On behalf of Fork Landing Owners/Residents

Sincerely,


Jean Bielefeldt
19958 Drummond Drive
(302) 725-5909
JBielefeldt@gmail.com

CC:

✓ Milford Planning & Zoning Commission
Milford City Council

Owners/Residents in support:

Jean Bielefeldt
Leda Brienza
Timothy Brown
Carl Buczek's
Sean Dooley's
John Ferrell's
Chris Frazzetta's
Richard Leonard
Tim Long's
Wade Sexton's

*MILFORD CITY COUNCIL
MINUTES OF MEETING
September 24, 2007*

ORIGINAL SUBDIVISION
APPROVAL MINUTES

A Public Hearing was held before Milford City Council on Monday, September 24, 2007 in the Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware to take final action on the Development Plan of the following applicant:

Ryan Shimp on behalf of Fork Landing Farm, LLC for Final Approval of the Major Subdivision of 24.07 +/- acres on the south side of Cedar Beach Road (SR 36), 500 feet east of Business Route 14, Milford, Delaware, on Cedar Beach Road to be known as Fork Landing Farm. Tax Map No. 3-30-7.18; 3-30-7-26; 3-30-7-27; Current Zoning R-2; Number of Lots 59; Number of Units 77; Proposed Use Single Family Homes and Duplexes.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch, Owen Brooks, Jr., Douglas Morrow, James Starling, Sr. and Katrina Wilson

STAFF: City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/Recorder Terri Hudson

City Solicitor Timothy Willard

Mayor Rogers called the Public Hearing to order at 7:39 p.m.

Project Engineer Ken Christenbury of Axiom Engineering presented the application on behalf of Fork Landing Farms. Their preliminary plan was approved approximately 18 months ago. Since that time, they have received final approvals from the Federal Emergency Management Agency, DELDOT, Sussex Conservation District, State Fire Marshal and City Engineer. They were reviewed by DAC in July; Planning Commission recommended approval in August.

Mr. Christenbury said he is in possession of the plans and approvals should anyone who wanted to review them.

City Planning Commissioner Randy Marvel verified all requirements have been met.

Developer Ryan Shimp was present and stated their plans are to start construction this fall or early winter.

No one from the public spoke for or against the application.

Mr. Crouch moved for final approval of the major subdivision as presented, seconded by Mr. Starling. Motion carried by unanimous roll call vote. With no further business, the Public Hearing adjourned at 7:43 p.m.

Respectfully submitted,

Terri K. Hudson, CMC
City Clerk/Recorder

CITY OF MILFORD
BOARD OF ADJUSTMENT
MINUTES OF MEETING
April 12, 2012

A meeting of the Board of Adjustment was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Thursday, April 12, 2012.

PRESIDING: Chairman Frank Bason
IN ATTENDANCE: Keith Gramling, Sam Johnson
ALSO: City Solicitor Jaime Sharp, City Planner Gary Norris, Recording Secretary
Christine Crouch

The Board of Adjustment met to consider the following variance:

Applicant: **David Kenton, President on behalf of Fork Landing LLC**
Location: South of Cedar Beach Road, 500 feet east of Business Route 14
Tax Map: 3-30-7.18-26.00; 3-30-7.18-27.00; 3-30-7.18-44.00 thru 119.00
Area of Petition: 24.07 acres
Zoning District: R-2

Applicant is seeking relief from the Area Regulations in Article III (Use and Area Regulations) of the City of Milford Zoning Code as follows:

Section 230-10 R-2 Residential District, G(2):
e. Minimum front building setback line shall be 30 feet.
f. Minimum rear yard setback shall be 15 feet.

Request:
Minimum front building setback line of 20 feet.
Minimum rear yard setback of 10 feet.

Mr. Bason called the meeting to order at 10:00 followed by the pledge of allegiance and the swearing in of people intending to speak.

Mr. Norris explained the Fork Landing Farm application and stated both the City Manager and himself are in favor of the request to encourage economic development in the City.

Mr. David Kenton, president of Fork Landing LLC, introduced Scott Dailey, Managing Partner of Capstone Homes to speak.

Mr. Dailey provided the Board with a handout, which will be included as part of the minutes titled Exhibit 1. The handout depicts the most successful model sold by Capstone Homes, the Jackson, including a bonus room. When a customer wishes to build this model, with the bonus room, it typically does not fit on the majority of the lots in Fork Landing Farms due to the building envelope. The third page of the exhibit depicts how the home would be situated on a typical lot, in this case, lot 12.

The reason for the variance request reducing the front and rear setbacks is to increase the building envelope on lots, which would allow for the construction of Capstone Homes' most successful model, which he noted is the smallest model Capstone Homes markets in any community.

The engineering department of the City initially had concerns about the utilities running throughout the community and how that would affect the change of setbacks. After reviewing the community however, it has been determined the utilities run in the 50' right of way and therefore changing the front setback to 20' will not affect the utilities.

Mr. Dailey explained they are limited in what they can do because the project in Fork Landing Farms is not of a size, in terms of units, that they can justify redesigning the houses in this economic market. The houses are priced very tightly.

Mr. Bason questioned what has changed between when the development was unanimously approved by Council in 2007 and present. Mr. Dailey replied Capstone Homes was not approached to be a builder in the community until 2009-2010. Mr. Kenton replied when the development was approved in 2007 research had not been done on what the marketable houses would be. It wasn't until 2010 when it was discovered that the Capstone Homes houses would not fit on all the lots.

Mr. Bason confirmed the development was approved in 2007 as per the Code. Mr. Bason also confirmed this request will not allow for additional homes to be built.

Mr. Johnson asked if the lot layout could be modified to accommodate the homes. In other words, build less houses to accommodate the larger homes on those lots and still keep the setbacks as defined in the Code. Mr. Norris replied he did not think so because of the depth of the lots. The lots could be widened, but that would not resolve the issue. It is the depth of the lots that is creating the issue. Mr. Dailey agreed.

There are six homes built currently. Four by Capstone, Hudson Homes has built two and Ashburn Homes has built two. Mr. Bason confirmed there are duplexes built that do meet the current setbacks. Mr. Dailey explained the duplex lots are not an issue because those lots are deeper.

Mr. Bason feels the 30' setback looks nice and he sees a safety problem with a 20' front setback. He also can foresee people having difficulty fitting their larger vehicles in a driveway that is 20' deep.

Mr. Norris referred to Orchard Hill and about six years ago there was an issue with after houses were built, the homeowner wanted to build a deck on the back. Because the houses were set back from the property line 30', it left a very shallow back yard and the decks would not fit. Several property owners received variances for decks and eventually the code was amended to allow decks in rear yards to be 10' from the rear property line.

As a professional Planner, Mr. Norris stated he believes the shorter front yards give the appearance and expectation that the property owner would have more rear yard to use. In addition, there is a planning concept called Traditional Neighborhood where houses are closer to the street supposedly in theory where people will sit out on their porch, be closer to their neighbors, have that communication, have that expectation of being closer to their neighbors across the street and if something is wrong with the property or if the door is open and people can walk across the street and take care of it.

Mr. Bason stated he does a lot of work in Orchard Hill and asked if those houses are closer than 30' to the property line. Mr. Norris stated no, they are 30' front setbacks.

Mr. Grambling felt the planning commission recommended approval of the development and city council approved it, per the code of the City, and it may not be within the Board's legal purview to make a blanket exception to that. He feels the correct approach is to go back to the Planning Commission.

Mr. Grambling believes the Board's job is to review individual variances, not a whole community. Mr. Bason asked if the value of the six homes that are already built at the 30' setback would be reduced because the rest of the homes will be built closer to the street. Mr. Dailey did not feel it would. Further, he didn't believe the variance request was for any of the duplex lots, just the single family lots.

Mr. Grambling stated the application reads the variance is for every lot in the subdivision. Mr. Kenton confirmed that. Mr. Grambling stated there is a city code for a reason and we have a planning commission and city council for a reason. The Board is the last stop, so to speak. It is not the Board's job to give total variances on a subdivision.

Mr. Johnson agreed by stating if the application was for individual lots, he would be more comfortable. Mr. Grambling would not be opposed to granting variances for specific lots to be designated for this model of home. Mr. Dailey explained the application is before the Board today because that is what Mr. Kenton was told was the appropriate venue to take the application to.

Mr. Sharp referred to Article VII Board of Adjustment, §230-27 Powers and duties. Item B states:
The Board of Adjustment shall authorize, upon appeal in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest where, due to special conditions, a literal enforcement of the provisions of the chapter will result in unnecessary hardship or exceptional practical difficulties and so that the spirit of the chapter shall be observed and substantial justice done.

While he understands the concern the Board may have that this is not within their purview, in this case it is within the Board's purview. The roads have been installed, as have utilities, and lots have been created. Even if the lots were redesigned, there would still be depth issues.

Mr. Grambling asked who installed the roads and at whose expense. Mr. Norris stated the developer at his expense. Mr. Grambling stated that is not a concern of the Boards then. His history as a businessman tells him the developer did not do their homework when designing the development in the first place.

Mr. Norris respectfully disagreed explaining what the developer did do was have a subdivision approved by the city, have the roads installed and utilities, and then went out and obtained a builder, or in this case three builders. One of the builders has identified that their most successful model just does not fit on the majority of the lots. Leaving the developer with no choice than to seek a variance in order to allow consumers, or future residents, to purchase this model and have it built on any lot in the subdivision. Mr. Grambling felt if the home does not fit on certain lots, then it can't be built on those lots and the consumer would have to purchase a different lot instead that the home would fit on, rather than obtaining a variance to change all of the lots.

Mr. Dailey explained the impact on the surrounding neighbors for this variance is very minimal because there are no other developments near Fork Landing Farms. Mr. Grambling understood what Mr. Dailey

was explaining, but again stated the city has a code, a planning commission and city council for a reason and the Board should not just throw those out and approve this.

Mr. Norris did not think the Board would be throwing those things out. This is a matter of market changes. When this was originally approved in 2007 it was during a booming economy. Now it is not. These homes are relatively priced and a good first time home for residents.

Mr. Bason agreed with the theory of the consumer picking a lot that the house would fit on. Mr. Dailey did not feel that is how it works, in practicality. Typically the consumer picks out a lot and then picks out the house. If the builder cannot give the consumer what they want, the consumer walks away.

Mr. Grambling foresees other developers potentially doing the same thing as this application in the future. In other words, the developer receives approval from city council and then comes to the Board requesting a change to the entire development. He is not interested in setting that precedence.

Mr. Sharp asked Mr. Kenton if the six lots that have been built upon are still owned by Fork Landing. Mr. Kenton explained three of those have been sold. Mr. Sharp confirmed the lots that are not owned by Fork Landing cannot be included in the variance.

Mr. Kenton asked how long it would take to obtain variances on individual lots as needed. There are 40 single family lots. The duplex lots do not need variances because the models fit on those lots with the existing setbacks. Mr. Kenton asked how long it would take to receive a variance on lot 12, for example, which Capstone Homes is currently in negotiations with the buyer.

Mr. Sharp explained because lot 12 was included in the list of parcels on the application, the Board may approve a portion of the request or all of the request. Mr. Sharp asked how many lots would need the variance requested today. Mr. Dailey stated more than half of the 41 single family lots, roughly 17 lots total. Mr. Kenton handed the Board a copy of the development layout depicting which lots are built upon, which will be attached to the minutes titled Exhibit 2.

Mr. Norris asked if consumers are requesting the optional bump out on the Jackson model. Mr. Dailey explained the handout, Exhibit 1, depicts the optional sunroom, which consumers are requesting. Mr. Norris asked if there will be 10' from the property line to the house using the Jackson model. Mr. Dailey replied yes if the front yard is reduced.

Mr. Bason called for public comments.

Mr. Charles Auman, Jr. - 28 Cedar Beach Road - stated he lives on the northern boundary of this development. His driveway follows the property line that is behind some of the duplex lots. His concern is that if the rear setback is reduced, it will allow buildings to be built closer to the rear property line, which is also his property line. If the buildings are much closer, he could high five people on their deck as he drives down his driveway past the duplex lots.

Hearing no further public comments, Mr. Bason closed the public comments.

Mr. Kenton asked what happens to the application if it is denied. Mr. Sharp reviewed the code to determine if there was a time period before it could be heard again. Upon doing so, he determined per §230-38 Referrals to the Planning Commission, which states:

The Board may refer to the Planning Commission any applications or appeals for the Planning Commission's review and recommendation.

Given the Board's concerns expressed here today, that may be something the Board wishes to consider.

Mr. Norris asked if the Board does decide to refer to the Planning Commission, would the application then come back to the Board? Mr. Sharp replied yes because the code states the Planning Commission would make a recommendation to the Board. The Board would then need to make a determination. All hearings would require public hearings and necessary notices. Mr. Johnson asked how long that process would take. Mr. Sharp referred to Mrs. Crouch. Mrs. Crouch felt because of the advertising requirements, it would go before the Planning Commission in May and then back to the Board in June. Mr. Norris asked if the Board could call a special meeting and have the meeting before their normally scheduled one in June. Mrs. Crouch would need to speak with the City Clerk to determine if that is an option and when the hearings could be if that is the case.

Mr. Dailey asked if it is possible for the Board to approve just lot 12 today. There is a contract on lot 12 with a very anxious buyer. Mr. Sharp stated the board may approve just one lot today and send the rest, as amended by the testimony given today to be just the single family lots, to the planning commission to make a recommendation.

Mr. Grambling made a motion to approve the setbacks for lot 12 of Fork Landing Farms (tax map and parcel number 3-30-7.18-054.00) to be 20' for the front setback and 10' for the rear setback. As part of the motion, the rest of the single family lots are to be referred to the Planning Commission for their recommendation concerning the applicants request for a reduction in front and rear yard setbacks.

Mr. Bason seconded the motion. Motion carried unanimously.

The Board of Adjustment met to consider the following variance:

Applicant: **Dan Kimmel (Milford Pop Warner) on behalf of the City of Milford**
Location: Lovers Lane & Lemuel Street
Tax Map: 3-30-11.05-043.00
Area of Petition: 6.60 +/- Acres
Zoning District: R-2

Applicant is seeking relief from the General Standard Requirements in Article VI (Signs) of the City of Milford Zoning Code as follows:

Section 230-26B freestanding signs not permitted.

Request:

To allow a 3' x 4' sign.

Mr. Norris explained this application was tabled at the last Board meeting because the applicant was not present at the last meeting.

Mr. Kimmel apologized for missing the first meeting because this is a very important application to him. What he did not want to happen before this request was approved, has happened, and that is we lost

The Jackson



Elevation A



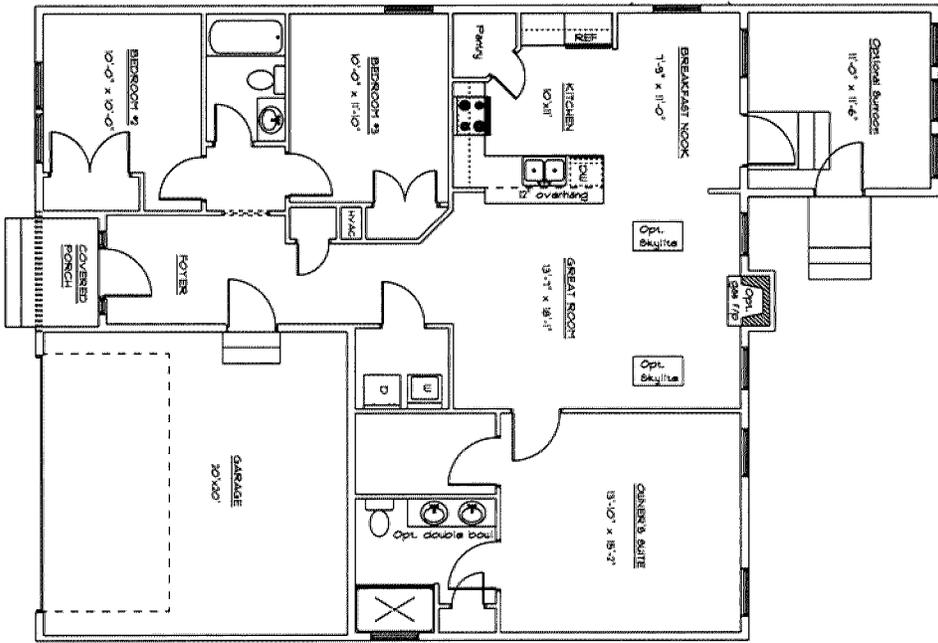
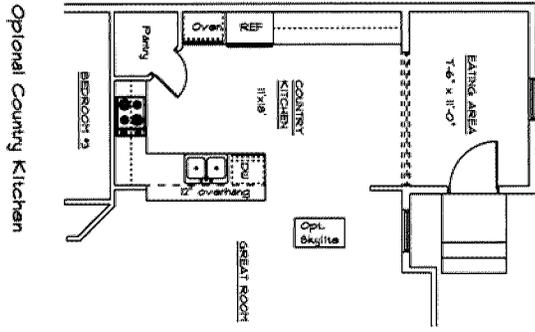
Elevation B



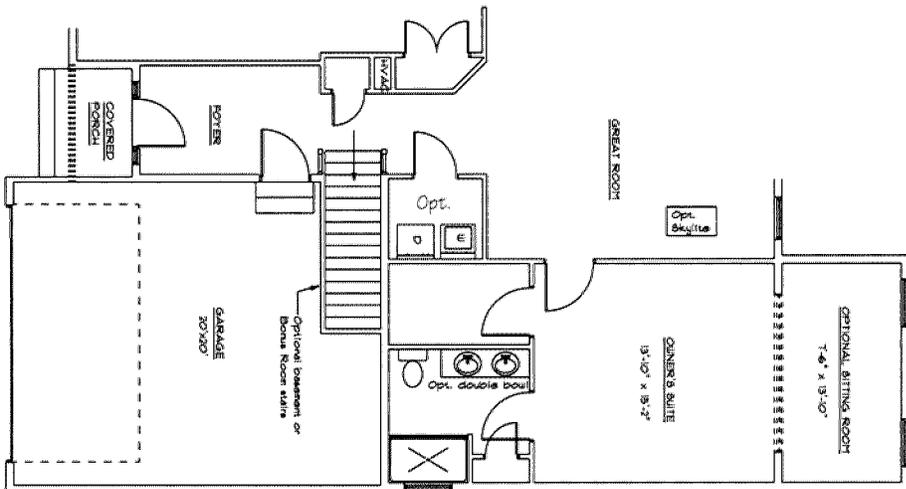
Elevation C

w/Opt. Bonus Room





Floor plans are for illustrative purposes only. Please refer to specifications and construction plans for actual features and dimensions.



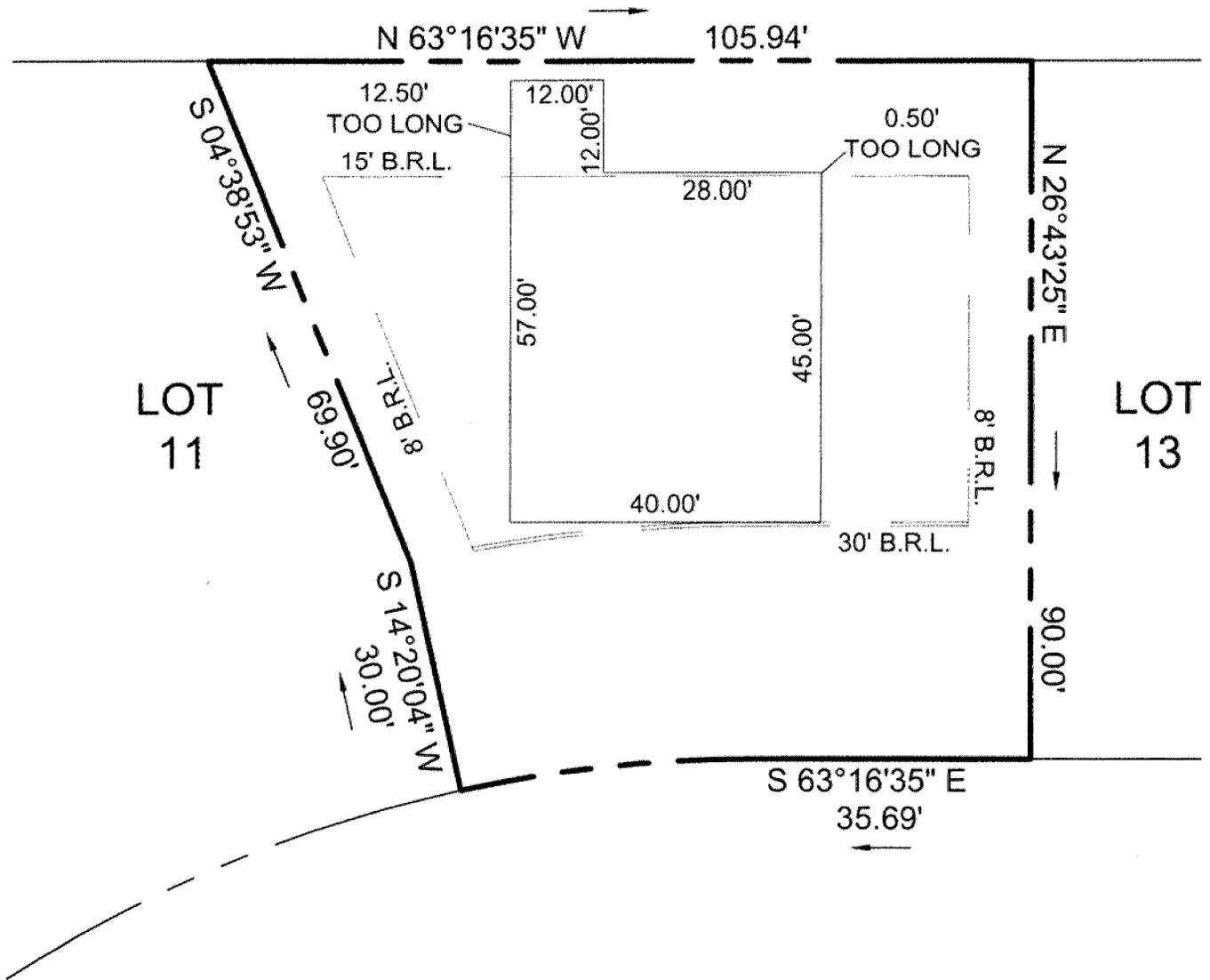
The Jackson- 3BR, 2BA 1388-1911 Sq. Ft.

302-644-0300

www.capstone-homes.com

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COMMON AREA



SCALE
1:20'

***Applicant:** David Kenton, President on behalf of Fork Landing LLC
Location: South of Cedar Beach Road, 500 feet east of Business Route 14
Tax Map: 3-30-7.18-043.00 thru 3-30-7.18-052.00; 3-30-7.18-054.00 thru 3-30-7.18-074.00;
3-30-7.18-077.00 thru 3-30-7.18-083.00
Zoning District: R-2
Area of Petition: 24.07 +/- Acres

Applicant is seeking relief from the Area Regulations in Article III (Use and Area Regulations) of the City of Milford Zoning Code as follows:

§ 230-10 R-2 Residential District, G(2):

- e. Minimum front building setback line shall be 30 feet.**
- f. Minimum rear yard setback shall be 15 feet.**

Request:

- Minimum front building setback line of 20 feet.**
- Minimum rear yard setback of 10 feet.**

***Referred to Planning Commission by BOA for their recommendation on May 15, 2012**

Mr. Norris explained the Planning Commission voted 7-0 to approve the reduction in the setbacks.

Mr. Bason thanked Mr. Rutt for the letter he sent Mr. Carmean regarding the authorities of the Board, Planning Commission and Council. He further appreciated the Planning Commission reviewing and commenting on the application, as it is a large scale variance.

Mr. Gramling stated his problem is that this is a broad base variance and in his right mind he cannot believe the developer would only build that one house style on all these lots.

Mr. Kenton is asking for half of the lots in the subdivision to have the variance approved on them. The other half is duplexes and won't need the variance. He stated there is no doubt at least 30 lots need the variance.

Mr. Bason asked if the Jackson Model has been sold since the Board last saw this application in April. Mr. Kenton replied yes; lot 3 and lot 27.

Mr. Gramling asked that Mr. Kenton understand that as a group, the Board is in favor of economic development and do not want to hinder it. On the other hand, it is the Board's responsibility to the City Code and procedures. He has a problem granting a variance for all of the lots without knowing there is truly a hardship on each lot.

The only thing Mr. Kenton could comment is that since the time the application was submitted, the demand for houses has been even larger. The City Engineer had no problems with the variance as it relates to the streets and he his feeling is that if the Board is going to grant one and everything is consistent, then he's asking to go ahead and grant them all. If not, he thinks the only other option is go before City Council.

Mr. Johnson thought there were only 20 lots that needed the variance, but now Mr. Kenton is referring to 30 lots. Mr. Kenton replied there are 41 single family lots and 36 duplex units. The duplexes do not

need the variance. Most of the single family lots do need it, although there are about five homes already built. Mr. Kenton said 20 lots is probably what it would end up being, but can't say for sure.

Mr. Gramling asked if the two houses that have been sold since the April BOA hearing are having a deck built on. Mr. Kenton was not aware if they are getting the deck or not, but the key issue is not the deck, it is that the houses are bigger.

Mr. Bason confirmed with Mr. Norris that if the variance is approved and a homeowner wants a larger deck that would go closer than 10' to the property line, would the owner have to come back to the Board for a variance. Mr. Norris confirmed and added it is imperative of the developer and builder to notify the buyers that if in the future they intend do an addition or a larger deck, etc, it may require a variance.

Mr. Kenton confirmed Mr. Daley agreed to put that language in the sales contract.

Mr. Gramling asked what the Board is voting on. Mr. Norris replied the request is to reduce the rear and front setback in order to accommodate the type of housing that is in demand.

Mr. Gramling confirmed it has nothing to do with a deck. Mr. Norris confirmed, adding that if in the future the homeowner wants to add on, they would have to come back to the Board for approval.

Mr. Johnson thought at the last Board meeting it was agreed they would be informed of exactly which lots were seeking the variance. Mr. Rutt confirmed that information is included on the application, the public notice, on the agenda and the site plan all of which were included in the packet.

Mr. Bason asked Mr. Rutt what kind of precedent this is going to set with other developments. Mr. Rutt replied the Board must look at each application separately and on its own merits. Developers cannot say "you did it for them, so you have to do it for us" when making requests for approval.

Mr. Bason reiterated the only neighbor that spoke at the April meeting was under the impression the variance would be on lots abutting his property, but once it was determined those lots abutting him were duplex lots and not part of the variance, the neighbor had no concerns.

Mr. Gramling asked what if Mr. Fannin came back to the City wanting to change some of the plans he had six years ago, and how the City would react. This development was approved by City Council five or six years ago and now the developer wants to change what was approved. Mr. Norris stated a lot of things have changed since five years ago. Everyone was interested in getting things approved and through the Planning Commission and City Council. Then the economy tanked and now you have a developer that survived those five years of a bad economy that wants to build now. It just so happens the most desirable house for the development doesn't fit on the lots.

Mr. Gramling just wondered how he would feel if he were on City Council. The Board serves at the pleasure of Council and can be removed by City Council, with cause.

Mr. Rutt added excising discretion in voting on a matter is not just cause for removal.

Mr. Johnson asked if there is a cost to request a variance on a lot by lot basis. Mr. Norris replied yes.

Mr. Bason reminded the Board lot 12 was approved for the variance at the April meeting. Mr. Gramling explained that was because they had the lot sold and the buyer wanted the model home that would not fit.

Mr. Kenton felt the issue raised by Mr. Johnson, for each lot to request a variance when and if needed, would be a problem because it will slow the building process dramatically. If the builder has to wait two months to get approval for a variance, it will be a hardship to sell the lots and homes.

Mr. Johnson can see where doing a lot by lot basis would hamper development.

Mr. Bason explained the Board is struggling with the fact they normally deal with a lot by lot situation and although they just approved lot 12, the confusion is with the other lots being requested are not sold yet.

Mr. Bason stated there is no public input today.

Mr. Johnson feels it would be a waste of time by requiring them to come back lot by lot and the Board would be holding people up.

Mr. Gramling asked why the application did not go before City Council after being heard by the Planning Commission. Mr. Rutt replied his interpretation of the city code, the charter and the state statute is that the request for a recommendation is from the Board to the Planning Commission and this Board shall interpret the zoning chapter. So the recommendation would come back to the Board, not City Council, for a decision.

In Mr. Norris' past employment, City Council has stated their opinion on variance requests however he does not know if that is legal in the State of Delaware.

Mr. Bason stated he takes issue with the Chairman of the Planning Commission stating that coming to this board is a waste of time. He does take issue with him, without reading the research Mr. Rutt did, saying it's a waste of time to come here. We do positive things here and it's not a waste of time.

Mr. Johnson stated it goes against his grain, but made a motion to grant the variance request as presented, seconded by Mr. Gramling. Motion carried by a unanimous roll call vote.

With no further business, the meeting adjourned at 10:57 am.

Respectfully Submitted,



Christine Crouch
Administrative Assistant/Recording Secretary

**David Kenton on behalf of Fork Landing Farm LLC; Project No 10-200001
Variance (referral from Board of Adjustment)
South side of Cedar Beach Road, lots 1-10, 13-21, 22-32, 35-41
Tax Map 3-30-7.18-043.00 thru 3-30-7.18-052.00; 3-30-7.18-054.00 thru 3-30-7.18-
074.00; 3-30-7.18-077.00 thru 3-30-7.18-083.00; 24.07+/- Acres; R2 Zoning
Adoption of Resolution PC12-015**

Chairman Rini asked for the commissioner's attention. The next item on the agenda is Fork Landing Farms and he is going to differ the way we do things on this.

It's asking for a variance, then you will see that it was referred from the Board of Adjustment to the Planning Commission for a recommendation. This basically went to the Board of Adjustment and they felt they wanted it to go to the Planning Commission for their recommendation.

To have the Planning Commission recommend back to the Board of Adjustment would just be delaying the process, so what he is going to do is take the resolution and instead of recommending it to the Board of Adjustment, he will change that to recommend it to City Council.

He stated if it were recommended back to the BOA, it would then go back to the Planning Commission again and then City Council. He asked for Solicitor Rutt's opinion.

Solicitor Rutt stated the Board of Adjustment asked for a recommendation from the Planning Commission per §230-38 (*Referrals to Planning Commission: The Board may refer to the Planning Commission any applications or appeals for the Planning Commission's review and recommendation.*)

He continued by stating however if you look at the code itself, for purposes of recommendations, when you're recommending a change on a site plan, and essentially a large scale variance, the recommendation under the code does not go back to the Board of Adjustment, it goes to City Council. That is the procedure he would suggest. Whatever recommendation the Planning Commission makes it would then be referred to City Council for a final decision and not back to the BOA.

Chairman Rini added in the code it does give the BOA the power to recommend coming to the Planning Commission for recommendation, however it doesn't state in there anything that says the Planning Commission has to return its recommendation to the Board. He thinks it's just a waste of time for the applicant to back track. That is why he is taking this position on this particular item.

Mr. Scott Daley of Capstone Homes was present to speak on behalf of the application. Mr. David Kenton of Fork Landing Farms LLC was also present. Capstone Homes is one of the builders in the development and has handouts for the commission. Chairman Rini stated nothing needed to be handed out and it was confirmed that whatever was handed out at BOA was included in the Commissioner's packets. Chairman Rini stated we do try to do things by the book.

Mr. Daley explained lot 12 just received a variance from the Board of Adjustment. Capstone Homes is a Lewes based builder and there is a problem with the way the setbacks were approved in this development. Most of Capstone's existing floor plans don't fit in the building envelope. Referring to the smallest floor plan, the Jackson model, which Commissioners have before them, it is a 1388 square foot house without any options. The original plan for lot 12, does not fit in the building envelope. The person that purchased that model wanted a sunroom on the back with made it fit even more poorly on the lot. The variance was granted on that lot and the applicant was directed by the BOA to come before the Commission to get their recommendation on how to address the remaining lots with potentially the same issues.

The application is seeking to reduce the rear and front setbacks on specific lots so that more home models will fit. He does not believe that this will have any negative impact on the community. The road is narrower than the right of way, so the house is further off the street than the 20' setback. It's closer to 28' to 30' off the front of the house to the paved surface.

The engineering department has reviewing this request for a reduction in the setbacks and has come to the conclusion there are no utilities that will be close. Just looking to have more flexibility to sell homes in the community.

The way Capstone sells homes in this community is there are six different models that people will come in and look at the floor plans and see one they like and then choose a lot. So right now, the way the setbacks are, they are very limited in the variation of the different homes that can fit on the lots. Fork Landing Farms was a subdivision that was approved long before Capstone came to the table and in this business climate it's really not feasible for them to redesign their products to fit into a single community. These models that they build are models built in eight other subdivisions. One of the advantages of that is they have a very good handle on their costs and also people can go and see the models in other developments if they want to buy in Fork Landing.

Mr. Daley continued by stating there are duplex lots in the subdivision that are not part of the variance application.

Mr. Norris confirmed the request is for a reduction in the front yard from 30' to 20'. He does not have a problem with that. The rear yard reduction is from 15' to 10' and according to the plan it appears there is still plenty of rear yard for decks to be added. Mr. Daley explained most of the time the houses he builds where the customer wants an option added, such as a sunroom, the customer can also have a deck built beside the sunroom instead of behind the sunroom. So the deck would not go closer to the rear yard property line.

Mr. Daley has a layout of lot 12 that shows this. Mr. Rini asked Mr. Daley to pass that layout around because if he had a large board it would be shown anyway so he didn't think there would be any violation in handing it out.

Mr. Norris explained the reason for his question was because in a previous development, Orchard Hill, the developer built the houses with a 30' front yard setback and then people wanted to build decks and they would have to get a variance for it. He just wanted to make sure Mr. Daley was comfortable and the Planning Commission was comfortable with reducing this so that Mr. Daley sells the house and after five to ten years the new home buyer comes in, wants to

put a deck on it and then the City says ‘We only required a 10’ yard at that time. You need to spend \$700 to go to the Board of Adjustment.’ Mr. Norris felt if when the house is disclosed if there was a statement or something, he’s just tossing it out, but that’s the problem the City runs into.

Mr. Daley again explained the decks would go beside the sunrooms and would not go back any further, unless they wanted a really big deck or something like that. But there is room for a back yard.

The predominant buyer that he’s finding for the single family homes so far in Fork Landing is a retired buyer. Typically folks are coming here because it’s a good place to retire and they don’t have to pay high taxes. They are generally not as concerned with having a big back yard and sometimes smaller is better because they don’t want to cut the grass.

Mr. Norris stated the City wants to encourage economic development. This is a good product. As long as they continue to build good products, he would be in favor of this proposed change.

Mr. Burk referred to Mr. Daley’s statement about the customer base being retired. He asked how many properties are sold in this development. Mr. Daley replied Capstone has sold four and are not the only builder. Mr. Burk asked where the statement about retirees comes from. Mr. Burk asked if Mr. Daley would be opposed to an addendum stating that they are aware that they may not be adding past a certain point. Mr. Daley had no problem with that addendum.

Mr. Pilla asked how wide the area is between each row of houses, referring to the site plan of Fork Landing where it states ‘50’ ROW dedicated to public use’. Mr. Daley explained that is the road right of way. Mr. Norris explained the street is in the right of way. Mr. Pilla asked what the distance is between the back of a standard house to the back of the house opposite it with no street between.

Mr. Norris replied if the application is approved it could be a minimum of 20’ but there might be more. Mr. Pilla thought there was a building separation requirement in the code. Mr. Norris confirmed the intent is to build the houses closer to the street which in theory will provide for a larger back yard.

Mr. James confirmed what is being proposed would allow for a sunroom, or a deck, or both with a minimum of 20’ between houses in the rear. Mr. Daley is happy to include language via an addendum, if the City wants to propose that language or Capstone can provide it. He is in the business of making people being happy after they own their houses.

Mr. Burk has seen a variety of statements from odor issues to building issues. He felt full disclosure would resolve any issues. Mr. Norris asked to read the contract including the language discussed tonight and sign off on it. Chairman Rini directed Mr. Daley to draft something up and forward it to Mr. Norris for approval.

Mr. Pilla stated the side yards are 8’, which can leave houses 16’ apart. Mr. Norris explained the side yards are not part of the variance request.

Chairman Rini asked Solicitor Rutt if this was decided by the BOA and they approved it, it would have been the last and final step on it and they would have had their approval but because the BOA recommended it come to the Commission, he asked if that gives the Commission the same right as the BOA to 'ok' it on behalf of the Board of Adjustment. He feels that if it has to go any further, that it might be a two to three month wait before it gets publicly published.

Solicitor Rutt stated under the City code §230-58 (Zoning, Amendments, Procedure) item A:
The City Council may, from time to time, on its own motion or the motion of the Planning Commission or on petition by an owner, amend, supplement, change, modify or repeal the zoning regulations, restrictions and boundaries in a manner in accordance with the procedure provided.

Solicitor Rutt then read section B of the same chapter:

All proposals for amending, supplementing, changing, modifying or repealing the zoning regulations, restrictions or boundaries, before being acted upon by the City Council, except those originating on motion of the Planning Commission, shall be referred to the Planning Commission for consideration and recommendation. The Planning Commission shall study all proposals, whether originating with the Commission or otherwise, conduct a public hearing, after having given notice required for the agenda of the Commission, and report its findings and recommendations to the City Council.

Chairman Rini asked Solicitor Rutt if the Commission took the resolution as is and sent it back to the Board, could they just meet and pass it. Mr. Norris stated if that is done, you don't know if the BOA is going to approve it. Chairman Rini is just concerned for the applicant having to wait an extended period of time because it went to the BOA and they recommended it to the Commission. Solicitor Rutt felt the code he just read means that the application should go before City Council. Public notice is required.

Mr. Norris felt if Capstone has a buyer between now and when City Council hears the application, a variance could be applied for and be heard by the Board of Adjustment.

Mr. Dave Kenton, the owner of the property, explained at the Board of Adjustment hearing, they asked for a recommendation from Planning Commission. He asked if the Commission could provide the Board with their recommendation of approval of the variance. His feeling is the Board would be comfortable with voting in favor of the application if the Commission has no objections to it.

Chairman Rini felt this application has to go from the Commission to City Council. Solicitor Rutt again read §230-38, Referral to Planning Commission:

The Board may refer to the Planning Commission any applications or appeals for the Planning Commission's review and recommendation.

He stated it doesn't say anything about kicking it back to the Board.

Chairman Rini stated he was correct then when in the beginning of the meeting he stated the resolution is to be changed to read it will be recommended to City Council, rather than the Board of Adjustments. Change in the resolution.

With that change, Chairman Rini entertained a motion.

Mr. Campell asked if the Commission can vote on a variance. Chairman Rini replied yes because the Commission is recommending like they would on any variance and sending it to City Council.

A motion by Mr. Pilla to approve resolution PC12-015 was seconded by Mr. Campbell. Motion carried unanimously following a poll of the commission.

Mr. Pilla Yes. He thinks the footprint is better and gives the homeowner a little more flexibility.
Mr. Fry Yes for reasons stated.
Mr. Lane Yes for reasons stated.
Mr. James Yes. It's better to do it in bulk than one lot at a time.
Mr. Campbell Yes for reasons stated.
Mr. Burk Yes for reasons stated.
Mr. Rini Yes for reasons stated.

Chairman Rini thanked Solicitor Rutt for his guidance on this matter.

Report on City Owned Streets/Mark Mallamo, PE, City Engineer

Mr. Mallamo was not present, therefore no presentation was provided.

City Planner Monthly Report

No report to present.

With no further business, a motion to adjourn by Mr. James was seconded by Mr. Pilla. The meeting adjourned at 8:01pm.

Respectfully submitted,



Christine R. Crouch

Department Administrative Assistant/Recording Secretary

§ 230-10. - R-2 Residential District.

[Amended 10-16-1989; 4-10-1991; 11-9-1992]

In an R-2 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

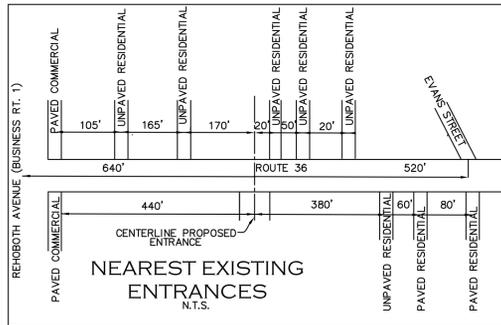
- A. Purpose. The purpose of the R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.
- B. Permitted uses: all uses permitted in the R-1 District.
- C. Conditional uses: all uses specified as conditional uses in the R-1 District, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:
- (1) Single-family semidetached dwelling.
 - (a) Ownership.
 - [1] Dwelling units and individual lots of a single-family semidetached dwelling may be owned separately if separate utility systems are provided and if separate lots for all dwelling units in a building are created at the same time in conformance with Chapter 200, Subdivision of Land, of this Code.
 - [2] Provisions satisfactory to the City Council shall be made to assure that areas of common use of the occupants, but not in individual ownership, shall be maintained in an acceptable manner without expense to the general public.
- D. Design requirements. No apartment/dwelling units shall be located within a cellar.
- E. Site requirements.
 - (1) The structure shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.
 - (2) Off-street parking shall be provided at the rate of 2 1/2 spaces for every dwelling unit on each lot.
- F. Facilities.
 - (1) Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other such facilities.
 - (2) Facilities for temporary trash/refuse storage shall be provided in such a manner that is adequate for the dwelling units they must support.
- G. Area regulations.
 - (1) For permitted uses and single-family semidetached dwellings not separately owned:
 - (a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.
 - (b) Maximum lot coverage shall be 30%.
 - (c) Minimum lot width shall be 80 feet.
 - (d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.
 - (e) Minimum front building setback line shall be 30 feet.
 - (f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.
 - (g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.
 - (h) Parking shall comply with the requirements provided in Article IV of this chapter.
 - (i) Signs shall comply with the requirements in Article VI of this chapter.
 - (j) Decks, subject to the following requirements:
 - [1] The deck cannot be located in the front yard.
 - [2] A minimum distance of 10 feet must be maintained from the deck to the rear property line.
 - (2) For single-family semidetached dwellings separately owned:
 - (a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.
 - (b) Maximum lot coverage shall be 30%.
 - (c) Minimum lot width shall be 40 feet.
 - (d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.
 - (e) Minimum front building setback line shall be 30 feet.
 - (f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.
 - (g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.
 - (h) Parking shall comply with the requirements provided in Article IV of this chapter.
 - (i) Signs shall comply with the requirements in Article VI of this chapter.

[Added 9-8-2008 by Ord. No. 2008-13]

THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THEREOF AND APPURTENANT.



SITE AVERAGE DAILY TRAFFIC
ADT = 736
CLASS "C" ENTRANCE
POSTED SPEED LIMIT = 25 MPH
ROAD ANNUAL AVERAGE DAILY TRAFFIC
HIGHWAY FUNCTIONAL CLASSIFICATION = MINOR ARTERIAL
AADT = 3433
TRAFFIC FLOW SCHEMATIC
ROUTE 36 ENTRANCE



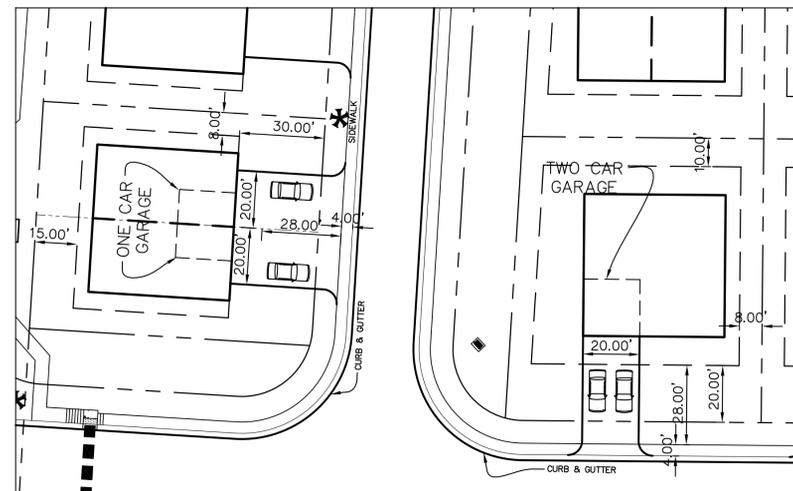
LINE	LENGTH	BEARING	LINE	BEARING	DISTANCE
WL1	5.87	S25°20'35"W	L1	N 33°58'24" E	50.69
WL2	11.16	S57°39'10"W	L2	S 25°53'22" E	38.79
WL3	23.83	S02°46'07"W	L3	S 20°21'25" E	73.19
WL4	29.26	S04°30'33"W	L4	S 08°46'23" E	56.03
WL5	33.42	S34°05'03"W	L5	S 20°10'01" W	22.30
WL6	32.66	S19°39'10"W	L6	S 35°03'29" W	70.20
WL7	28.45	S09°45'02"W	L7	S 35°03'29" W	9.61
WL8	33.72	S49°19'43"W	L8	S 34°00'04" W	27.39
WL9	45.36	S66°55'15"W	L9	S 12°36'14" W	32.48
WL10	49.15	S45°11'37"W	L10	S 25°47'01" W	33.94
WL11	53.77	S45°50'54"W	L11	S 21°36'32" W	52.31
WL12	48.67	S63°52'21"W	L12	S 03°03'10" E	15.19
WL13	25.55	S46°00'54"W	L13	S 38°11'21" W	52.62
WL14	40.51	S43°27'49"W	L14	S 47°31'01" W	50.90
WL15	21.95	S07°48'10"W	L15	S 61°19'06" W	70.43
WL16	37.00	S29°21'26"W	L16	S 46°54'59" W	67.98
WL17	53.84	S08°05'46"W	L17	S 53°04'07" W	6.89
WL18	30.24	S46°24'55"W	L18	N 26°50'16" E	96.14
WL19	47.78	S20°18'18"W	L19	S 53°04'07" W	61.83
WL20	47.42	S29°40'45"W	L20	S 43°08'56" W	66.22
WL21	30.86	S69°11'36"W	L21	S 20°02'21" W	34.35
WL22	21.66	S29°21'26"W	L22	S 13°42'10" W	25.12
WL23	25.60	S41°51'16"W	L23	S 04°09'47" W	60.15
WL24	38.70	S60°02'12"W	L24	S 20°57'10" E	95.09
WL25	34.58	S20°06'21"W	L25	S 60°58'48" E	30.34
WL26	16.34	S41°23'07"W	L26	S 34°57'08" E	64.59
WL27	24.39	S62°36'06"W	L27	S 37°09'26" E	33.40
WL28	50.49	S34°07'04"W	L28	S 27°50'31" W	56.69
WL29	22.67	S14°50'37"E			
WL30	33.37	S08°35'33"E			
WL31	22.78	S13°57'18"W			
WL32	23.51	S62°29'35"W			
WL33	18.76	N67°57'47"W			
WL34	38.06	N73°45'31"W			
WL35	3.88	S26°43'25"W			

TYPICAL SINGLE AND DOUBLE LOT PARKING DETAIL
SCALE: 1"=30'

53 SINGLE FAMILY UNITS + 2 DRIVEWAY SPACES AND 2 GARAGE SPACES = 212 PARKING SPACES PROVIDED
12 DUPLEX UNITS + 2 DRIVEWAY SPACES AND 1 GARAGE SPACES = 36 PARKING SPACES PROVIDED
248 TOTAL SPACES PROVIDED

65 DWELLING UNITS + 2 1/2 PARKING SPACES PER UNIT = 163 PARKING SPACES REQUIRED

NOTE: DETAILS SHOWN ARE TYPICAL. MODIFICATIONS MAY BE MADE PROVIDED THAT EACH DUPLEX UNIT HAS A MINIMUM OF 2 PARKING SPACES AND DETACHED UNITS HAVE A MINIMUM OF 3 PARKING SPACES



SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
---	EX. PROPERTY LINE	□	CONCRETE MONUMENT FOUND
---	PROPOSED SUBDIVISION LINE	○	IRON PIPE FOUND
---	EX. ADJACENT PROPERTY LINES	○	IRON PIPE SET
---	EX. 404 WETLANDS	○	BENCHMARK
---	EX. MINOR CONTOUR	○	STATE (TIDAL) WETLANDS
---	EX. MAJOR CONTOUR	○	PR. CONTOUR
---	EX. BUILDING RESTRICTION LINES	---	PR. BUILDING RESTRICTION LINES
---	EX. ROAD CENTERLINE	---	PR. ROAD CENTERLINE
---	EX. EASEMENT	---	PR. EASEMENT
---	EX. BUILDING	---	PR. BUILDING
---	EX. SIDEWALK	---	PR. SIDEWALK
---	EX. CURB	---	PR. CURB
---	EX. STORM SEWER	---	PR. STORM SEWER CL
---	EX. SANITARY SEWER	---	PR. SANITARY SEWER
---	EX. WOODS LINE	---	PR. WOODS LINE
---	EX. WATER LINE	---	PR. WATER LINE
---	EX. WELL	---	PR. WELL
---	EX. ZONING BOUNDARY	---	EX. ELECTRIC LINES UTILITIES
---	EX. FENCE	---	EX. UTILITY POLES/LIGHT POLES
---	EX. SPOT ELEVATION	---	PARKING SPACE COUNTS
---	AREA CONSTRUCTED TO DEL. D.O.T. STANDARDS	---	PR. SPOT ELEVATION
---	SOIL BORING	---	PROPOSED DRAINAGE FLOW
---	TEST PIT	---	ROCK OUTLET PROTECTION
---	EX. STREAM	---	CONSTRUCTION ENTRANCE
---	DRAINAGE DIVIDES	---	LOB
---	TIME OF CONCENTRATION	---	S
---		---	SILT FENCE

LEGEND

SURVEY LEGEND

FOUND IRON PIPE: ●
FOUND CONCRETE MONUMENT: ■
FOUND REBAR: ●
FOUND FENCE POST: ●

SOURCE OF BEARING: DE STATE PLANE
BY GPS OBSERVATION
SURVEY CLASSIFICATION: SUBURBAN
VERTICAL DATUM = NGVD 1929

WETLANDS DELINEATION:

WETLANDS DELINEATION INDICATED WAS PREPARED BY KLINE CONSULTANTS. FOR THE PRESENCE OF WATERS OF THE UNITED STATES INCLUDING WETLANDS (SECTION 404 AND SECTION 10), STATE SUBAQUEOUS LANDS AND STATE TIDAL WETLANDS BASED ON THE CRITERIA SET FORTH BY THE REVIEWING AGENCIES IN THE FORM OF MANUALS, POLICIES AND PROCEDURES IN PLACE AT THE TIME THAT THE INVESTIGATION WAS CONDUCTED. ANY OF THE ABOVE RESOURCES THAT WERE FOUND ON THE PROPERTY ARE CLEARLY MAPPED ON THIS PLAN IN ACCORDANCE WITH OUR FIELD INVESTIGATIONS AND DETAILED IN REPORTS PREPARED BY KLINE CONSULTING USING BEST PROFESSIONAL JUDGMENT.

SURVEY REFERENCE:

BOUNDARY, TOPOGRAPHY AND WETLANDS LOCATION INFORMATION SHOWN WAS TAKEN FROM A SURVEY PREPARED BY CHARLES D. MURPHY ASSOCIATES, INC. AND IS NOT THE RESULT OF A FIELD SURVEY BY AXIOM ENGINEERING, L.L.C. ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. BEARINGS ARE REFERENCED TO NAD '83 DELAWARE STATE PLANE GRID CONTROL.

ENGINEER'S CERTIFICATION:

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE AND THAT THE PLAN SHOWN AND DESCRIBED HEREON OTHER THAN THE PROPERTY BOUNDARY, EXISTING TOPOGRAPHY AND WETLANDS LINE, IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED PROFESSIONAL STANDARDS AND PRACTICES.

KENNETH R. CHRISTENBURY, P.E. - DE. LICENSE No. 11553 DATE

SHEET INDEX:

- C-1 INDEX SHEET
- C-2 RECORD PLAN
- C-3 UTILITY PLAN
- C-46 DRUMMOND DRIVE PLAN & PROFILE
- C-7 FORK LANDING COURT PLAN & PROFILE
- C-8 KNOTTS COURT PLAN & PROFILE
- C-9-10 STORMWATER MANAGEMENT PROFILES
- C-11 STORMWATER MANAGEMENT DETAILS
- C-12 GRADING & STORMWATER MANAGEMENT PLAN
- C-13 EROSION & SEDIMENT CONTROL PLAN
- C-14 EROSION & SEDIMENT CONTROL DETAILS
- C-15 CONSTRUCTION DETAILS
- C-16 CONSTRUCTION NOTES
- C-17 SANITARY FORCE MAIN PLAN AND PROFILE

REVISION NOTES:
THE PURPOSE OF THIS PLAT IS TO REVISE PLAT BOOK 117 - PAGE 157 IN THAT LOTS PREVIOUSLY RECORDED AS DUPLEX LOTS HAVE BEEN COMBINED INTO SINGLE FAMILY DETACHED DWELLING LOTS, AND TO RECORD THE SETBACKS REDUCED BY THE VARIANCE APPROVALS INDICATED BELOW.

SITE DATA:

PROPOSED USE: DETACHED AND SEMI-DETACHED SINGLE FAMILY DWELLINGS
EXISTING ZONING: R-2
PROPOSED ZONING: R-2
TOTAL AREA: 24,07± AC.
LOT AREA: 11,54± AC. = 48.0% (50% ON PRELIMINARY APPROVAL)
STREET R.O.W. AREA: 3,92± AC. = 16.3%
COMMON AREA (SWM & OPEN SPACE): 3,45± AC. = 14.3% (12.3% ON PRELIMINARY APPROVAL)
STATE AND FEDERAL WETLANDS: 5,00± AC. = 20.7%
DEDICATION TO STATE: 0.16± AC. = 0.7%
CITY OF MILFORD
CITY OF MILFORD

REQUIRED LOT SIZE (MIN.):

80' (40' FOR DUPLEX LOTS)
AREA: 8000 SQ. FT. (0.18 AC), 13,000 SQ. FT. (0.30 AC) FOR CORNER LOTS, 4000 SQ. FT. (0.09 AC) FOR DUPLEX UNITS, 6,500 FOR CORNER DUPLEX UNITS

REQUIRED SETBACKS PER R-2 ZONING:

FRONT: 30'
SIDE: 8'
REAR: 15'

SETBACKS VARIANCE APPROVED BY BOARD OF ADJUSTMENT JUNE 14, 2012 FOR LOTS 1-10, 12-32, 35-41

FRONT: 20' (REDUCED FROM 30' PER APPROVAL BY CITY OF MILFORD JUNE 14, 2012)
SIDE: 8'
REAR: 10' (REDUCED FROM 15' PER APPROVAL BY CITY OF MILFORD JUNE 14, 2012)

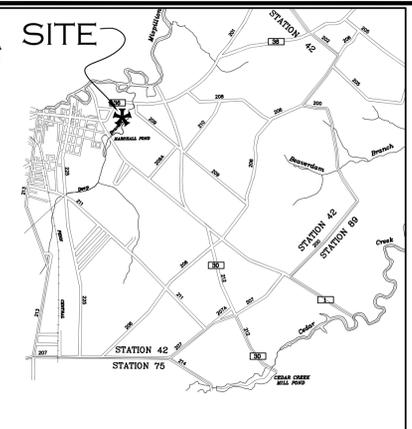
NOTES:

- 1) BASED UPON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 100050004K, DATED MARCH 16, 2015, THE PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE "X" (UNSHADED), WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AND ZONE AE (ELEV. 9.4 NAVD 1988 OR 10.2 NGVD 1929) WHICH IS AN AREA DETERMINED TO BE WITHIN THE 100-YEAR FLOODPLAIN. THE LOWEST GRADE ADJACENT TO ANY PROPOSED STRUCTURE (INCLUDING ATTACHED DECKS) SHALL BE AT A MINIMUM ELEVATION OF 9.4 NAVD 1988 OR 10.2' NGVD 1929.
- 2) DNRC - DIVISION OF WATER RESOURCES DETERMINED IN A MARCH 22, 2006 LETTER THAT STATE JURISDICTIONAL WETLANDS RUN CONCURRENT WITH THE 404 WETLANDS LINE SHOWN ON THIS PLAN.
- 3) THIS PLAN DOES NOT VERIFY TO THE LOCATION AND/OR EXISTENCE OF EASEMENTS OR RIGHT-OF-WAYS CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS PROVIDED.
- 4) FORESTED BUFFERS, STORMWATER MANAGEMENT FACILITIES AND OTHER COMMON AREAS SHALL BE MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME AS A HOMEOWNER'S ASSOCIATION CAN PROVIDE FOR REQUIRED MAINTENANCE. THE CITY OF MILFORD AND THE STATE OF DELAWARE ASSUME NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THESE FACILITIES WITHIN THE SITE.
- 5) STREETS ARE TO BE BUILT TO MILFORD STANDARDS, PERPETUAL MAINTENANCE TO BE PROVIDED BY THE CITY OF MILFORD, AFTER ACCEPTANCE AND DEDICATION TO THE CITY. SIDEWALKS ARE TO BE MAINTAINED BY INDIVIDUAL LOT OWNERS ALONG INDIVIDUAL LOT FRONTS. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALKS NOT LOCATED ALONG INDIVIDUAL LOT OWNER FRONTS. THE CITY OF MILFORD AND THE DELAWARE DEPARTMENT OF TRANSPORTATION SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY SIDEWALKS CONSTRUCTED WITH THESE PLANS.
- 6) ACCESS TO ALL SHALL BE FROM THE INTERNAL SUBDIVISION STREETS. NO DIRECT ACCESS TO STATE ROUTE 36 WILL BE PERMITTED.
- 7) ALL SUBDIVISION LOTS SHALL HAVE FIVE-FOOT-WIDE EASEMENTS ALONG ALL LOT LINES FOR A TOTAL EASEMENT WIDTH OF AT LEAST TEN (10) FEET ALONG A LOT LINE COMMON TO TWO LOTS. EASEMENTS ALONG PERIMETER BOUNDARIES OF THE SUBDIVISION SHALL BE TEN (10) FEET IN WIDTH ON THE INTERIOR SIDE OF THE BOUNDARY. NO BUILDING, STRUCTURE OR OTHER PERMANENT OBSTRUCTION SHALL BE PLACED ON ANY EASEMENT.
- 8) ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
- 9) WATER METERS AND SANITARY SEWER CLEANOUTS SHALL BE INSTALLED IN SIDEWALK AREAS, UNLESS AN ALTERNATIVE LOCATION IS APPROVED BY THE CITY OF MILFORD.
- 10) THIS PROPERTY IS LOCATED IN THE VICINITY OF LAND USED PRIMARILY FOR AGRICULTURAL PURPOSES ON WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN FOCUSED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE INVOLVE NOISE, DUST, MANURE AND OTHER ODORS, THE USE OF AGRICULTURAL CHEMICALS AND NIGHTTIME FARM OPERATIONS. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.

OWNER'S CERTIFICATION:

I HEREBY CERTIFY THAT I AM THE OWNER OF LOTS 44-52, 58-66, 74 & 76. AS SHOWN AND DESCRIBED ON THIS PLAN, AND THAT THE REVISION TO THE SUBDIVISION PLAN RECORDED IN PLAT BOOK 117 - PAGE 157 AS SHOWN REPRESENTS MY ACT, AND THAT I DESIRE THE PROPERTY TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS. I HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THE APPROVED PLAN, AND THAT ALL RESPONSIBLE PERSONNEL INVOLVED IN THE LAND DISTURBING ACTIVITIES WILL HAVE A SEDIMENT AND STORMWATER MANAGEMENT CERTIFICATION FROM THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL. I HEREBY AUTHORIZE THE RIGHT OF ENTRY FOR PERIODIC ON SITE INSPECTIONS BY STATE OF DELAWARE, DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL COMPLIANCE PERSONNEL, AND/OR AUTHORIZED AGENTS.

FORK LANDING FARM, LLC - SIGNATURE PRINTED NAME DATE
200 LAKEVIEW AVENUE
MILFORD, DE 19963
(302) 228-1128



VICINITY MAP
SCALE: 1" = 1 MILE

NO.	DATE	DESCRIPTION
1	1/10/2012	PRELIMINARY PLAN
2	2/15/2012	REVISION TO PRELIMINARY PLAN
3	3/15/2012	REVISION TO PRELIMINARY PLAN
4	4/15/2012	REVISION TO PRELIMINARY PLAN
5	5/15/2012	REVISION TO PRELIMINARY PLAN
6	6/15/2012	REVISION TO PRELIMINARY PLAN
7	7/15/2012	REVISION TO PRELIMINARY PLAN
8	8/15/2012	REVISION TO PRELIMINARY PLAN
9	9/15/2012	REVISION TO PRELIMINARY PLAN
10	10/15/2012	REVISION TO PRELIMINARY PLAN
11	11/15/2012	REVISION TO PRELIMINARY PLAN
12	12/15/2012	REVISION TO PRELIMINARY PLAN
13	1/15/2013	REVISION TO PRELIMINARY PLAN
14	2/15/2013	REVISION TO PRELIMINARY PLAN
15	3/15/2013	REVISION TO PRELIMINARY PLAN
16	4/15/2013	REVISION TO PRELIMINARY PLAN
17	5/15/2013	REVISION TO PRELIMINARY PLAN
18	6/15/2013	REVISION TO PRELIMINARY PLAN
19	7/15/2013	REVISION TO PRELIMINARY PLAN
20	8/15/2013	REVISION TO PRELIMINARY PLAN
21	9/15/2013	REVISION TO PRELIMINARY PLAN
22	10/15/2013	REVISION TO PRELIMINARY PLAN
23	11/15/2013	REVISION TO PRELIMINARY PLAN
24	12/15/2013	REVISION TO PRELIMINARY PLAN
25	1/15/2014	REVISION TO PRELIMINARY PLAN
26	2/15/2014	REVISION TO PRELIMINARY PLAN
27	3/15/2014	REVISION TO PRELIMINARY PLAN
28	4/15/2014	REVISION TO PRELIMINARY PLAN
29	5/15/2014	REVISION TO PRELIMINARY PLAN
30	6/15/2014	REVISION TO PRELIMINARY PLAN
31	7/15/2014	REVISION TO PRELIMINARY PLAN
32	8/15/2014	REVISION TO PRELIMINARY PLAN
33	9/15/2014	REVISION TO PRELIMINARY PLAN
34	10/15/2014	REVISION TO PRELIMINARY PLAN
35	11/15/2014	REVISION TO PRELIMINARY PLAN
36	12/15/2014	REVISION TO PRELIMINARY PLAN
37	1/15/2015	REVISION TO PRELIMINARY PLAN
38	2/15/2015	REVISION TO PRELIMINARY PLAN
39	3/15/2015	REVISION TO PRELIMINARY PLAN
40	4/15/2015	REVISION TO PRELIMINARY PLAN
41	5/15/2015	REVISION TO PRELIMINARY PLAN
42	6/15/2015	REVISION TO PRELIMINARY PLAN
43	7/15/2015	REVISION TO PRELIMINARY PLAN
44	8/15/2015	REVISION TO PRELIMINARY PLAN
45	9/15/2015	REVISION TO PRELIMINARY PLAN
46	10/15/2015	REVISION TO PRELIMINARY PLAN
47	11/15/2015	REVISION TO PRELIMINARY PLAN
48	12/15/2015	REVISION TO PRELIMINARY PLAN
49	1/15/2016	REVISION TO PRELIMINARY PLAN
50	2/15/2016	REVISION TO PRELIMINARY PLAN
51	3/15/2016	REVISION TO PRELIMINARY PLAN
52	4/15/2016	REVISION TO PRELIMINARY PLAN
53	5/15/2016	REVISION TO PRELIMINARY PLAN
54	6/15/2016	REVISION TO PRELIMINARY PLAN
55	7/15/2016	REVISION TO PRELIMINARY PLAN
56	8/15/2016	REVISION TO PRELIMINARY PLAN
57	9/15/2016	REVISION TO PRELIMINARY PLAN
58	10/15/2016	REVISION TO PRELIMINARY PLAN
59	11/15/2016	REVISION TO PRELIMINARY PLAN
60	12/15/2016	REVISION TO PRELIMINARY PLAN
61	1/15/2017	REVISION TO PRELIMINARY PLAN
62	2/15/2017	REVISION TO PRELIMINARY PLAN
63	3/15/2017	REVISION TO PRELIMINARY PLAN
64	4/15/2017	REVISION TO PRELIMINARY PLAN
65	5/15/2017	REVISION TO PRELIMINARY PLAN
66	6/15/2017	REVISION TO PRELIMINARY PLAN
67	7/15/2017	REVISION TO PRELIMINARY PLAN
68	8/15/2017	REVISION TO PRELIMINARY PLAN
69	9/15/2017	REVISION TO PRELIMINARY PLAN
70	10/15/2017	REVISION TO PRELIMINARY PLAN
71	11/15/2017	REVISION TO PRELIMINARY PLAN
72	12/15/2017	REVISION TO PRELIMINARY PLAN
73	1/15/2018	REVISION TO PRELIMINARY PLAN
74	2/15/2018	REVISION TO PRELIMINARY PLAN
75	3/15/2018	REVISION TO PRELIMINARY PLAN
76	4/15/2018	REVISION TO PRELIMINARY PLAN
77	5/15/2018	REVISION TO PRELIMINARY PLAN
78	6/15/2018	REVISION TO PRELIMINARY PLAN
79	7/15/2018	REVISION TO PRELIMINARY PLAN
80	8/15/2018	REVISION TO PRELIMINARY PLAN
81	9/15/2018	REVISION TO PRELIMINARY PLAN
82	10/15/2018	REVISION TO PRELIMINARY PLAN
83	11/15/2018	REVISION TO PRELIMINARY PLAN
84	12/15/2018	REVISION TO PRELIMINARY PLAN
85	1/15/2019	REVISION TO PRELIMINARY PLAN
86	2/15/2019	REVISION TO PRELIMINARY PLAN
87	3/15/2019	REVISION TO PRELIMINARY PLAN
88	4/15/2019	REVISION TO PRELIMINARY PLAN
89	5/15/2019	REVISION TO PRELIMINARY PLAN
90	6/15/2019	REVISION TO PRELIMINARY PLAN
91	7/15/2019	REVISION TO PRELIMINARY PLAN
92	8/15/2019	REVISION TO PRELIMINARY PLAN
93	9/15/2019	REVISION TO PRELIMINARY PLAN
94	10/15/2019	REVISION TO PRELIMINARY PLAN
95	11/15/2019	REVISION TO PRELIMINARY PLAN
96	12/15/2019	REVISION TO PRELIMINARY PLAN
97	1/15/2020	REVISION TO PRELIMINARY PLAN
98	2/15/2020	REVISION TO PRELIMINARY PLAN
99	3/15/2020	REVISION TO PRELIMINARY PLAN
100	4/15/2020	REVISION TO PRELIMINARY PLAN
101	5/15/2020	REVISION TO PRELIMINARY PLAN
102	6/15/2020	REVISION TO PRELIMINARY PLAN
103	7/15/2020	REVISION TO PRELIMINARY PLAN
104	8/15/2020	REVISION TO PRELIMINARY PLAN
105	9/15/2020	REVISION TO PRELIMINARY PLAN
106	10/15/2020	REVISION TO PRELIMINARY PLAN
107	11/15/2020	REVISION TO PRELIMINARY PLAN
108	12/15/2020	REVISION TO PRELIMINARY PLAN
109	1/15/2021	REVISION TO PRELIMINARY PLAN
110	2/15/2021	REVISION TO PRELIMINARY PLAN
111	3/15/2021	REVISION TO PRELIMINARY PLAN
112	4/15/2021	REVISION TO PRELIMINARY PLAN
113	5/15/2021	REVISION TO PRELIMINARY PLAN
114	6/15/2021	REVISION TO PRELIMINARY PLAN
115	7/15/2021	REVISION TO PRELIMINARY PLAN
116	8/15/2	

THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THERE TO AND APPURTENANT.

$L=129.96'$
 $R=2649.27'$
 $\Delta=02^{\circ}48'38''$
 $C\text{ LEN}=129.95'$
 $BRG=N28^{\circ}14'35''E$

CEDAR BEACH ROAD
 STATE ROUTE #36
 60' WIDE PUBLIC R.O.W.

$N\ 26^{\circ}50'16''\ E$
 $326.93'$

AN ADDITIONAL 10' OF RIGHT-OF-WAY IS HEREBY DEDICATED TO PUBLIC USE AS PER THIS PLAN

4" x 4" FENCE POST ON PROPERTY LINE EXTENSION, 3.59' INTO R.O.W. TO BE REMOVED WHEN SUBDIVISION PROPERTY CORNERS ARE SET

SIDEWALKS CONSTRUCTED ALONG CEDAR BEACH ROAD SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. CROSS ACCESS IS GRANTED TO THE GENERAL PUBLIC FOR THE SIDEWALKS ALONG ROUTE 36

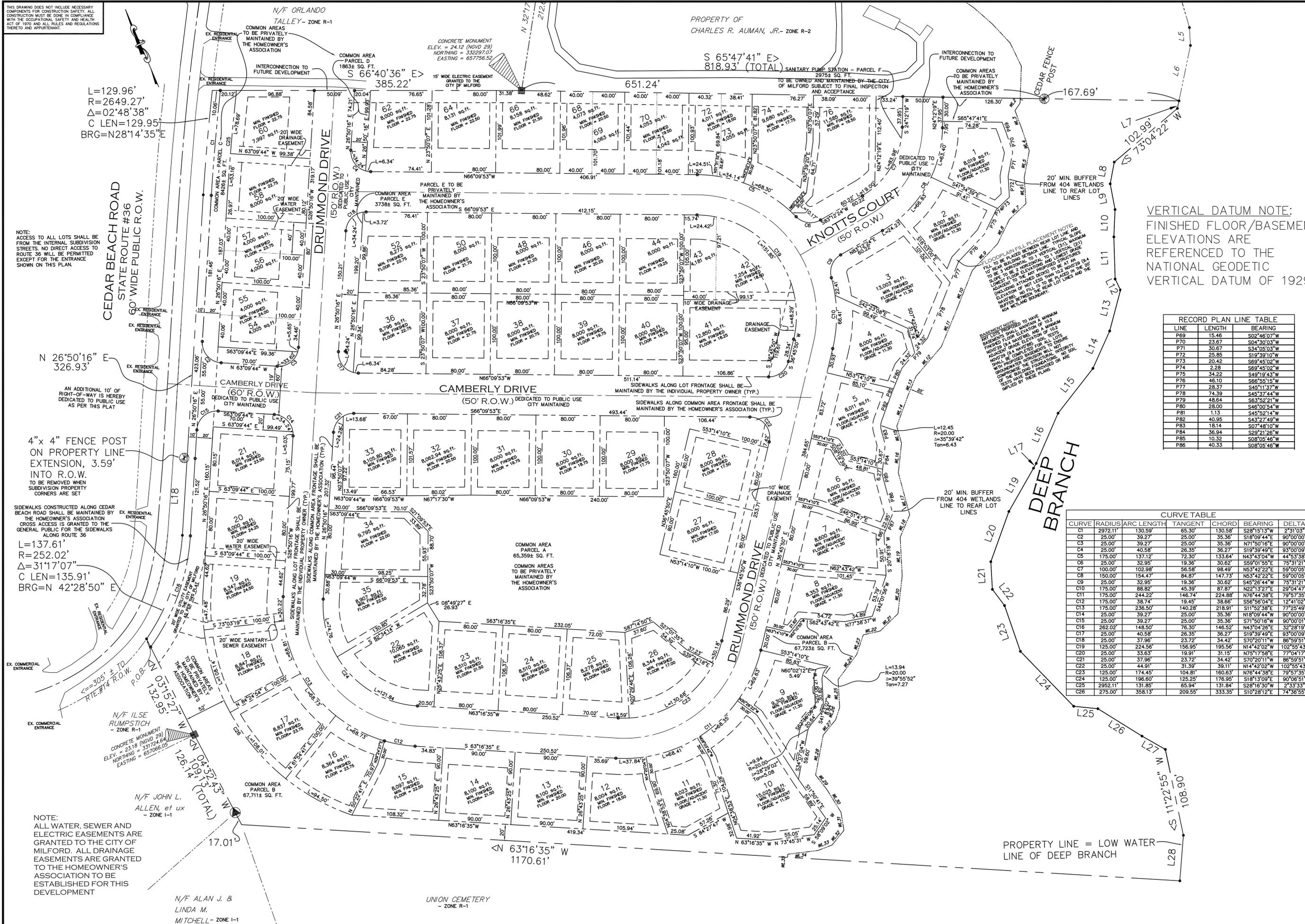
$L=137.61'$
 $R=252.02'$
 $\Delta=31^{\circ}17'07''$
 $C\text{ LEN}=135.91'$
 $BRG=N\ 42^{\circ}28'50''\ E$

$L=129.96'$
 $R=2649.27'$
 $\Delta=02^{\circ}48'38''$
 $C\text{ LEN}=129.95'$
 $BRG=N28^{\circ}14'35''E$

NOTE: ALL WATER, SEWER AND ELECTRIC EASEMENTS ARE GRANTED TO THE CITY OF MILFORD. ALL DRAINAGE EASEMENTS ARE GRANTED TO THE HOMEOWNER'S ASSOCIATION TO BE ESTABLISHED FOR THIS DEVELOPMENT

N/F ALAN J. & LINDA M. MITCHELL - ZONE I-1

UNION CEMETERY - ZONE R-1



VERTICAL DATUM NOTE:
 FINISHED FLOOR/BASEMENT ELEVATIONS ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

LINE	LENGTH	BEARING
P69	15.46	S02°46'07"W
P70	23.87	S04°30'03"W
P71	30.67	S31°05'03"W
P72	25.85	S19°39'10"W
P73	20.42	S69°45'02"W
P74	2.28	S69°45'02"W
P75	34.22	S49°19'43"W
P76	46.10	S66°55'15"W
P77	28.37	S45°11'37"W
P78	74.39	S45°17'44"W
P79	48.64	S63°52'21"W
P80	28.00	S46°00'54"W
P81	1.13	S45°52'14"W
P82	40.95	S43°27'49"W
P83	18.14	S07°48'10"W
P84	36.94	S26°21'26"W
P85	10.32	S08°05'46"W
P86	40.33	S08°05'46"W

CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2972.11'	130.59'	65.30'	130.58'	S28°15'13"W	2°31'03"
C2	25.00'	39.27'	25.00'	35.36'	S18°09'44"E	90°00'00"
C3	25.00'	39.27'	25.00'	35.36'	N71°50'16"E	90°00'00"
C4	25.00'	40.58'	26.35'	36.27'	S19°39'49"E	90°00'09"
C5	175.00'	137.12'	72.30'	133.64'	N43°43'04"W	44°53'38"
C6	25.00'	32.95'	19.36'	30.62'	S59°01'55"E	75°31'21"
C7	100.00'	102.98'	56.58'	98.49'	N53°42'22"E	59°00'05"
C8	150.00'	154.47'	84.87'	147.73'	N53°42'22"E	59°00'05"
C9	25.00'	32.95'	19.36'	30.62'	S45°26'44"W	75°31'21"
C10	175.00'	88.82'	45.39'	87.87'	N22°13'27"E	29°04'47"
C11	175.00'	244.22'	146.74'	224.88'	N26°44'38"E	79°57'35"
C12	175.00'	38.74'	19.45'	38.66'	S56°56'04"E	12°41'02"
C13	175.00'	236.50'	140.28'	218.91'	S11°52'38"E	77°25'49"
C14	25.00'	39.27'	25.00'	35.36'	N18°09'44"E	90°00'00"
C15	25.00'	39.27'	25.00'	35.36'	S71°50'16"W	90°00'01"
C16	262.02'	148.50'	76.30'	146.52'	N43°04'26"E	32°28'19"
C17	25.00'	40.58'	26.35'	36.27'	S19°39'49"E	93°00'09"
C18	25.00'	37.96'	23.72'	34.42'	S70°20'11"W	86°59'51"
C19	125.00'	224.56'	156.95'	195.56'	N14°42'02"W	102°55'43"
C20	25.00'	33.63'	19.91'	31.15'	N75°17'58"E	77°04'17"
C21	25.00'	37.96'	23.72'	34.42'	S70°20'11"W	86°59'51"
C22	25.00'	44.91'	31.39'	39.11'	N14°42'02"W	102°55'43"
C23	125.00'	174.45'	104.81'	160.63'	N76°44'38"E	79°57'35"
C24	125.00'	196.60'	125.25'	176.95'	S18°13'09"E	90°06'51"
C25	2952.11'	131.85'	65.94'	131.84'	S28°16'30"W	2°31'03"
C26	275.00'	358.13'	209.55'	333.35'	S10°28'12"E	74°36'55"

NO.	DATE	DESCRIPTION
1	8/19/2006	ISSUED FOR PERMIT
2	8/19/2006	REVISION: CORRECTED LOT 10
3	8/19/2006	REVISION: CORRECTED LOT 10
4	8/19/2006	REVISION: CORRECTED LOT 10
5	8/19/2006	REVISION: CORRECTED LOT 10
6	8/19/2006	REVISION: CORRECTED LOT 10
7	8/19/2006	REVISION: CORRECTED LOT 10
8	8/19/2006	REVISION: CORRECTED LOT 10
9	8/19/2006	REVISION: CORRECTED LOT 10
10	8/19/2006	REVISION: CORRECTED LOT 10
11	8/19/2006	REVISION: CORRECTED LOT 10
12	8/19/2006	REVISION: CORRECTED LOT 10
13	8/19/2006	REVISION: CORRECTED LOT 10
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15	8/19/2006	REVISION: CORRECTED LOT 10
16	8/19/2006	REVISION: CORRECTED LOT 10
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66	8/19/2006	REVISION: CORRECTED LOT 10
67	8/19/2006	REVISION: CORRECTED LOT 10
68	8/19/2006	REVISION: CORRECTED LOT 10

RECORD PLAN
 LANDS OF
FORK LANDING FARM, L.L.C.
 MAJOR SUBDIVISION
 CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

AXIOM
 ENGINEERING L.L.C.
 18 CHESTNUT STREET
 GEORGETOWN, DE 19947
 FAX: 302.858.0810
 E-MAIL: AXIOM@AXIOM.COM
 WEB: WWW.AXIOM.COM

ENGINEER: KRC
 DRAFTER: KRC
 CHECKED BY: KRC/LJM
 DATE: 8/19/2006
 TAX MAP: 3-30-7.18, 26 & 27
 SCALE: 1" = 50'
 WARNING: 1" IF BAR DOES NOT MEASURE 1" NOT TO SCALE

PROJECT NO: 0029-0501
 DRAWING: C-2
 SHEET: 2 OF 17

**CITY OF MILFORD
PLANNING COMMISSION**

RESOLUTION NO. PC15-008

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MILFORD, DELAWARE, RECOMMENDING TO CITY COUNCIL OF
THE CITY OF MILFORD
THE APPROVAL OF AN AMENDED FINAL MAJOR SUBDIVISION
FOR FORK LANDING FARM
AT CEDAR BEACH ROAD
FOR A 67 LOT, 65 UNIT SUBDIVISION
CONSISTING OF 53 SINGLE FAMILY HOMES & 12 DUPLEX HOMES
IN AN R-2 ZONING DISTRICT
TAX MAP 3-30-7.18-027.00; -028.00; -043.00 THROUGH -119.00

WHEREAS, the owner and applicant has made application with the City of Milford; and,

WHEREAS, the proposed application shall comply with the standards and regulations of the Code of the City of Milford; and,

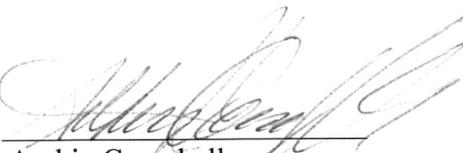
WHEREAS, the Planning Commission met and heard said application during a public hearing on October 20, 2015; and,

WHEREAS, by a vote of 5 to 0 recommended approval of the application.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission has recommended approval of the application to the Mayor and City Council of the City of Milford, Delaware with the following recommendations:

1. For lots 44, 46, 48, 50, 52, 58 & 60: Front Yard Setback: 20 feet; Rear Yard Setback: 10 feet
2. For lots 62, 64, 66, 74, & 76: Front Yard Setback: 20 feet

APPROVED:


Archie Campbell,
Planning Commission Chairman

SIGNED:


Christine Crouch,
Deputy City Clerk

Chapter 185 - SEWERS

[HISTORY: Adopted by the City Council of the City of Milford 10-23-2006 by Ord. No. 2006-13.1 Amendments noted where applicable.]

GENERAL REFERENCES qc

Building construction — See Ch. 88 .	Subdivision of land — See Ch. 200 .
Car washes — See Ch. 100 .	Water — See Ch. 222 .
Housing standards — See Ch. 145 .	Zoning — See Ch. 230 .
Streets and sidewalks — See Ch. 197 .	

If:-

Footnotes:

ARTICLE I - Sewer Use

§ 185-1. - Discharge into City sewer system.

All industrial and sanitary wastes or sewage shall be discharged into the City sewer system, provided that all other rules and regulations herein set forth or hereafter duly adopted and promulgated for the collection and treatment of sanitary and industrial wastes or sewage are fully complied with to the satisfaction of the Council.

§ 185-2. - Definitions and word usage.

A. Unless the context specifically indicates otherwise, the meanings of terms used in this article shall be as follows:

BOD (DENOTES "BIOCHEMICAL OXYGEN DEMAND") — The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C., expressed in parts per million by weight.

CHLORINE DEMAND — The quantity of chlorine absorbed in water, sewage or other liquids, allowing a residual of 0.1 parts per million after 15 minutes of contact.

CITY SEWER SYSTEM — The lines and pumping or lift stations maintained by the City of Milford for the collection and transmission of sanitary sewage and industrial wastes.

COMBINED SEWER — A sewer receiving both surface runoff and sewage.

COUNCIL — The group of elected officials acting as governing body for the City of Milford.

DNREC — Department of Natural Resources and Environmental Control.

DOMESTIC SANITARY SEWAGE — The water-carried waste from residences, business buildings and institutions.

INDUSTRIAL WASTES — Any wastes and all liquids produced or used in any industrial process, as distinct from domestic sanitary sewage.

KENT COUNTY SEWER SYSTEM — The facilities for the collection and treatment of sanitary sewage and industrial wastes constructed and operated by the Kent County Disposal District No. 1.

PERSON — Any individual, firm, company, association, society, corporation or group.

PH — The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

SANITARY SEWER — A sewer which carries sewage and to which storm-, surface and ground waters are not intentionally admitted.

SEWAGE — A combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground-, surface and storm waters as may be present.

STORM SEWER — A sewer which carries storm- and surface waters and drainage but excludes sewage and polluted industrial waste.

SUSPENDED SOLIDS — Solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.

B. Word usage. The word "shall" is mandatory; "may" is permissive.

§ 185-3. - Use of public sewers.

A. It shall be unlawful for any person to discharge sanitary sewage or industrial wastes into other than the City sewage system, except where collection lines or mains are not accessible within 200 feet per EDU to the property from which such wastes are discharged. In this case suitable DNREC- approved on-site treatment can be provided.

B. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters to any sewerage designated by the Council as a sanitary sewer. Stormwaters and all other unpolluted drainage shall be discharged to such sewers as are designated as combined sewers or storm sewers by the Council or to a natural outlet as approved by the Council. Industrial cooling water and air-conditioning water may be discharged, upon approval of a DNREC permit, to a storm sewer or natural outlet.

C. No person shall discharge or cause to be discharged any of the following described sanitary sewage or industrial wastes into the City sewer system:

(1) Any liquid or vapor having a temperature of higher than 150° F.

(2) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil or grease.

(3) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.

(4) Any solid wastes resulting from the processing or preparation, cooking and dispensing of food or from the processing, storage, and sale of produce, which wastes are commonly considered as constituting garbage and which have not been ground or shredded to the degree of fineness as would be accomplished by a household-type garbage disposal unit.

(5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, cotton, wood, paunch manure or other solids or viscous substance capable of causing obstruction to the flow in sewers or other interference with proper operation of the sewage works.

(6) Any waters or wastes having a pH lower than 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage works.

(7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the receiving waters of the sewage treatment plant. Toxic wastes shall include wastes containing cyanide, copper and/or chromium ions.

(8) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the

sewage treatment plant.

- (9) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (10) Any hazardous or explosive substances threatening public safety and health.

D. Review by City and county officials.

- (1) The admission into the City sewer system of any sanitary sewage or industrial wastes having a five-day biochemical oxygen demand (BOD) greater than 200 parts per million by weight or containing suspended solids of more than 300 parts per million by weight or a chlorine demand in excess of 15 parts per million or having more than minimal quantities of the substances defined in Subsection C above shall be subject to the review and approval of the City and Kent County Engineer's office.
 - (2) Where necessary, in the opinion of the Kent County Engineer's office, to reduce the BOD, suspended solids, chlorine demand or the objectionable characteristics as proscribed herein and in Subsection C, the county may require the person discharging such sanitary sewage or industrial wastes to provide, at his own expense, such preliminary treatment as may be necessary to conform the effluent to the standards herein specified.
 - (3) Plans, specifications and other pertinent information relating to proposed preliminary treatment facilities shall be submitted to the City and Kent County Engineer's office and the appropriate regulatory agency of the state, and no construction or installation of such facilities shall be commenced until said approvals have first been obtained, in writing.
- E. Where facilities for preliminary treatment of sewage or wastes have been provided by the owner, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense, and the City and the Kent County Engineer's office or its authorized representatives shall have access to such facilities at all reasonable times for the purposes of inspection and testing.

§ 185-4. - Methods of measuring volume and concentration.

- A. Whenever a person purchases water from the City of Milford and all water used upon the premises discharges sanitary sewage or industrial wastes into the City sewer system, the volume of water purchased shall be deemed to be the volume of the sewage or wastes discharged into the City sewer system.
- B. Whenever a person purchasing water from the City of Milford and discharging sanitary sewage or industrial waste into the City sewer system also discharges unpolluted cooling water to either a separate storm sewer or other outlet, an allowance for the amount of water so discharged shall be made in computing the sewer charges. The person so discharging cooling water shall, at his own expense, install a meter or meters, as required, to indicate accurately to the satisfaction of the Council the amount of water claimed as a credit.
- C. Whenever a person using a private water supply discharges sanitary sewage or industrial wastes to the City sewer system, the charges for such discharge shall be in accordance with the schedule of rates set forth in Article II. Such person, however, either shall install, at his expense, a water meter or meters as may be required to measure the total volume of water used on the premises or shall install, at his expense, a meter on the sewer line leaving the premises so as to measure the entire flow of waste discharged to the City sewer system.
 - (1) No meter for measurement either of the water or sewage shall be installed until a plan for such installation is submitted to the Council and approved as satisfactory. All meters or other measuring devices installed or required to be used under the provision of this article shall be under the control of the Council.
 - (2) The owner of the property upon which such measuring device is installed shall be responsible for its maintenance and safekeeping, and all repairs thereto shall be made at the owner's expense whether such repairs are made necessary by ordinary wear and tear, or other causes. The bill for such repairs, if made by the City of Milford, shall be due and payable at the same time and collected in the same manner as are the bills for sewer services. Such bills, from and after their due date, shall constitute a lien upon the real estate served by these facilities and shall have the same priority and superiority as the general tax lien of the City.
- D. The Council shall be responsible for the reading of water and/or sewage meters when installed. Where, in the opinion of the Council, it is not necessary to install a meter, measurements of the discharge to the sewer shall be made quarterly by the City, and the measurements so made shall be used for determining the sewer charge for that quarter. Any person dissatisfied with the sewer rate so determined may, at his own cost, install a meter or meters as provided by Subsection C.

§ 185-5. - Surcharge.

- A. Normally treatable sanitary sewage or industrial wastes shall be those having a maximum biochemical oxygen demand not exceeding 600 parts per million, total suspended solids not exceeding 500 parts per million or chlorine demand not exceeding 15 parts per million or as stated in the Kent County Sanitary Code, whichever is more stringent.
- B. Whenever, in the opinion of the Council, it becomes necessary to impose a surcharge on owners discharging into the City sewer system effluent exceeding the characteristics of normally treatable sanitary sewage or industrial wastes, in order to defray the costs of treatment charged to the City by the Kent County Disposal District No. 1, the Council may add to the quarterly rates charged to such owners a surcharge computed in accordance with the following formulas:
 - (1) Flow in million gallons per quarter, times 8.34, times (BOD minus 300), times \$0.0125 per pound.
 - (2) Flow in million gallons per quarter, times 8.34, times (total suspended solids minus 300), times \$0.0125 per pound.

§ 185-6. - Analysis of sample wastes.

- A. The Council may provide for the collection and analysis of samples of industrial wastes as a basis for determination of whether additional charges should be made for excessive BOD, suspended solids or oxygen demand. Representative samples for a full working day shall be taken at hourly intervals during a normal working day, or during the peak season if the industry being sampled is of a seasonal nature, and such samples shall be composited in accordance with the flow at the time of sampling.
- B. The analysis of samples shall be made in accordance with the latest edition of the Standard Methods for the Examination of Water and Sewage as published by the American Public Health Association.
- C. When required by the Council, the owner of any property discharging industrial waste to the City sewer system shall install a suitable control manhole in the sewer to facilitate observation, sampling, and measurement of the waste. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the Council. The manhole shall be installed by the owner, at his expense, and shall be maintained by him so as to be safe and accessible at all times.
- D. The Council and/or its duly authorized representatives shall at all reasonable times be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this article.
- E. Any owner connected to the City sewer system and discharging or proposing to discharge industrial wastes therein, and which proposes to change its methods of operation so as to alter the characteristics of the wastes previously discharged, shall notify the City and the Kent County Engineer's office for Kent County Disposal District No. 1, in writing, at least 10 days prior to such change so that they may sample the wastes immediately following such change of operations in order to determine whether or not the new wastes meet the provisions of this article.
- F. No statement contained in this article shall be construed as preventing any special arrangement or agreement between the Council and/or Kent County Disposal District No. 1 and any person whereby an industrial waste of unusual strength or character may be accepted by them for treatment, subject to payment therefor by the person concerned.

§ 185-7. - Billing schedule; lien.

The charges herein fixed shall be billed and payable not more frequently than monthly and from and after their due date shall constitute a lien upon the real estate served by these facilities. Such liens shall have the same priority and superiority as the general tax lien of the City.

§ 185-8. - Failure to comply.

In the event that any person shall fail or refuse, upon receipt of written notice from the Council, to remedy any unsatisfactory condition within 60 days, then the Council may refuse to permit said person to discharge his sewage into the municipal sewer system until the order of the Council in this respect shall have been fully complied with.

§ 185-9. - Violations and penalties.

For violation of this article, the penalties as set forth in § 185-21 shall apply.

ARTICLE II - Rates and Regulations

§ 185-10. - Schedule of rates and charges.

The Council has the authority to establish sewer rates and charges set forth in the following schedule. Said fees shall be collected from the customers of the sewer system under the operation of the City of Milford. The rates and regulations shall be reviewed on an annual basis and adjusted as necessary. Each user of the wastewater facilities will be notified annually of effective user charge rates either by mail or advertisement in a paper of general circulation within the City of Milford.

- A. Rate schedule based on metered water consumption.
 - (1) City service rate:
 - (a) Zero to 1,000 gallons: \$10 minimum per month.
 - (b) Over 1,000 gallons: \$2.78 per 1,000 gallons.
 - (2) County service rate. This fee is an adjustable sewer charge for sewage treatment performed by the Kent County Disposal District No. 1. It will be adjusted annually to the actual billing and flow documented by Kent County. This rate will be charged to each customer based on total water meter consumption recorded.
- B. Rate schedule based on metered sewage flows.
 - (1) City service rate:
 - (a) Zero to 1,000 gallons: \$10 minimum per month.
 - (b) Over 1,000 gallons: \$2.78 per 1,000 gallons.
 - (2) County service rate. This fee is an adjustable sewer charge for sewer treatment performed by the Kent County Disposal District No. 1. It will be adjusted annually to the actual billing and flow documented by Kent County. This rate will be charged to each customer based on total metered sewage flow recorded up to the average of the four quarters immediately preceding the effective date of this chapter. The rate is set by Kent County.
- C. Industrial incentive rate. The rate for the flow exceeding the established average as defined above shall be the county service rate per 1,000 gallons in effect at the time.
- D. Out-of-City surcharge. Wastewater facility charges to out-of-City customers shall be at a rate of 1.5 times the in-City user rate established by the City unless special services agreements are executed between the City of Milford and the customer.

[Amended 6-13-2007 by Ord. No. 2007-5; 7-14-2008 by Ord. No. 2008-9; Ord. No. 2010-12, § 2, 7-12-2010; Ord. No. 2013-1, §§ 2—4, 3-11-2013]

§ 185-11. - Posting of rates and regulations; contract with City.

- A. Copies of the schedule of sewer rates and charges established by the City and of the rules and regulations governing sewer service are open to inspection at City Hall, 201 South Walnut Street, Milford, Delaware.
- B. These rules and regulations, which have been adopted by the Council, are a part of the contract with every person and any political subdivision that takes sewer service, and every such person or political subdivision, by taking sewer service, agrees to be bound thereby. All customers of the sewer system of the City who continue to accept service from the City shall be deemed to have a contract with the City for sewer service in accordance with the rules and regulations and the rates set forth herein.

§ 185-12. - Application for service connection.

- A. Any property owner desiring the introduction of a service line or lines from the City's main into his or her premises must make a written application, on the form furnished by the City, at least two weeks before service is required stating the street and lot number or location, the name of the owner and tenant, the purpose for which service will be used, the guaranty that such service will continue for at least one year and the exact time when the trench from the curb to the structure will be ready for making the connection.
- B. The application must be signed by the owner of the premises or his duly authorized agent, which application shall, together with the rules and regulations, regulate and control the service to such premises.

§ 185-13. - Application for sewer service.

- A. The prospective customer or the duly authorized agent thereof will make signed application for sewer service upon the City's form provided therefor, agreeing to pay all lawful charges for sewer service to said premises so long as the applicant remains the owner thereof and thereafter until said applicant shall give written notice to the City of a change of ownership and the name and address of the new owner.
- B. The customer shall install, at his own expense, a sewer lateral running from the building to be served to the cleanout at or near the public right-of-way in which the City's sewer is laid, which installation shall be subject to inspection and approval by the City. The size of such private sewer lateral shall be no less than six inches in diameter. All connections shall be made in accordance with the rules and regulations contained herein and with current sanitary plumbing codes. No trench from a building to the curbline shall be backfilled until both the installation and the connection shall have been inspected by a representative of the City.
- C. The customer shall obtain a connection permit and pay the connection fee therefor, in accordance with the rates and charges specified herein.
- D. Fees.
 - (1) Connection fee. The purpose of the sewer connection fee is to establish a means to recover the City's cost of tapping mains and installing service lines in public rights-of-way. The City reserves the right to perform the connection to existing mains and install service lines, however, it is the property owner's responsibility to obtain a licensed contractor to perform this work.
 - (2) The City shall perform inspection of the connection and service line. Costs for inspection shall be the responsibility of the person requesting service.

§ 185-14. - Definition of customer; billing.

- A. A customer is the owner of the property contracting for sewer service. The customer is one who receives an unmetered supply of water from the City or a supply of water through a meter or who is a user of metered water from other sources or is utilizing the sewer system of the City under any other schedule or ordinance of the City.
- B. A customer who has separately metered buildings on one continuous parcel of land shall be billed individually for each building so metered.
- C. Any multifamily dwelling or two-family dwelling which is in one ownership and is subsequently converted or subdivided into two or more separately titled ownerships shall be treated as separately owned and billed as separate customers from the date of conversion based on the metered water consumption.
- D. Any multifamily dwelling or two-family dwelling which is in one ownership which has separate meters for some or all dwelling units within that structure may not be converted to single customer status by the removal of water meters from the dwelling units within the structure.

§ 185-15. - Connection required.

- A. All owners of improved property in the City of Milford abutting upon but not presently connected with the existing sewer system are hereby required to connect their premises to the sanitary sewer system. All owners of improved property which shall abut upon future sewers when constructed shall thereupon connect therewith. All such owners of unimproved property which shall be improved in the future shall connect. No direct connections to the Kent County Disposal District No. 1 shall be allowed.
- B. Improved property not connected to the sewer system shall be subject to the minimum sanitary sewer charge beginning with the quarter next following from the time the sewer system is available to the property, whether or not the property is connected to the system.
- C.

The City will inspect all connections to its mains, extensions of main sewer lines and installation of all service lines from the main to the curb. The cost of all construction shall be the responsibility of the customer. When a customer, for his own convenience, desires a change in the location of an existing sewer line and when such change involves extension, relocation or abandonment of a main sewer line, the actual cost of the work shall be borne by the customer. Each house or other dwelling place must be serviced through an individual connection. Buildings containing apartments or commercial establishments shall be serviced by one service line to the main.

[Amended 12-11-2006 by Ord. No. 2006-16]

- D. Connections at curblines. All connections to the sewer shall be made at the end of the lateral at the curblines. Y-branches or Ts will be placed in the mains as constructed or to be constructed, and laterals will be extended to the curb or property line at all improved properties at an appropriate location; but in the event that laterals and connections to the now existing or future sewer system are necessary at locations other than at points where laterals have been placed, such laterals will be constructed by the customer and inspected by the City, upon written application to the City, but only after the inspection fee prescribed by the previous § 185-13 has been paid.
- E. Within the City, where sewers are laid, the use of cesspools, septic tanks, wells, privy vaults or other receptacles for sewage purposes shall cease, and their use for the disposal of sewage shall be abandoned within 90 days after a public sewer shall become accessible.
- F. It is the duty of the owner to cause the buildings erected on his premises requiring sewage drainage to be connected therewith at his own expense and subject to the payment of the connection fee and the annual sewer rental for the use of the same. Upon failure of any such owner to comply with the requirements of a connection notice issued by the City, together with a copy of this article, and if the City Council shall deem it necessary for the preservation of public health, the City Manager shall cause such connection to be made at the expense of the owner, who shall thereupon become subject to a penalty or fine as hereinafter provided.
- G. Cleanout required. When the length of a house connection is in excess of 100 feet, or if it is required by the City Manager or his duly authorized representative, a cleanout shall be installed adjacent to the connection with the building.
- H. Permit required for repair. When necessary or advisable to make any alteration or repair to any lateral or house connection already in place, application shall be made to the City for a permit, in the same manner as for new connections.
- I. Specifications for connection. All laterals from the main to any structure shall meet the current specifications of the City as shall be adopted from time to time by resolution of the City Council.

§ 185-16. - Separate connections; private sewers.

- A. Every building must have its connection to the conveying sewer line in the street or public way in which said sewer is laid. An industrial or commercial establishment having two or more buildings may construct its own trunk sewer to serve said buildings by connecting each building separately to that trunk line and connecting the trunk to the main sewer, provided that such private sewer system has been inspected and approved by the City and that a plan suitable for permanent record has been furnished the City. All private sewers shall be maintained and repaired at the expense of the owner of the premises served thereby, subject to the direction, inspection and approval of the City.
- B. Separate house sewers required. A separate house sewer will be required for each individual building or house, whether constructed as a detached unit or as one of a pair or row, but a single house sewer will be permitted to serve an apartment house or other permanent multiple-unit structure.

§ 185-17. - Bills and payment.

- A. Bills as rendered for any indicated period of service, either special, monthly or quarterly, will show the proper charge therefor as determined by the applicable rate schedule; also, they will show the amount of any abatement or deduction allowed or any fee or additional charge due and payable under the rules and regulations. Bills shall be considered as duly rendered when delivered at or mailed to the recorded address of the customer, as provided by him for that purpose, or to the premises supplied. Nonreceipt of a bill shall never constitute a waiver thereof. The rates as established shall be an assessment and shall be billed to the owner of the property. All bills for sewer service are due and payable as indicated on the bill. Late fees for sewer service, if not paid by the due date, shall be charged beginning the day following the due date.
- B. Any customer, upon receipt of a bill, having reason to doubt its accuracy, shall bring or mail the bill within five days to the City for investigation.
- C. Rates are based on the volume of water used on the premises. The volume of water to be used for billing sewer charges to users of properties connected to the sewer system shall include any other source determined by meters installed and maintained by the City, by meters installed and maintained by the users of the sewered property, as approved by the City, or from estimates or measurements made by the City.
- D. Water and sewer service may be discontinued by the City after due notice for nonpayment of the bill at any time after the due date of the bill in accordance with the rule governing water service discontinuance.

§ 185-18. - Special treatment for objectionable discharges.

- A. Chemical discharges prohibited.
 - (1) It shall be unlawful for any person, firm or corporation, either owner or user, to cause to be drained or to permit to flow into any part of the sewer system any corrosive, volatile, suffocating, flammable or explosive liquid, gas, vapor, substance or material of any kind.
 - (2) It shall be unlawful for any slaughterhouse, dairy, garage, automobile service station or repair establishment, dry-cleaning and dyeing establishment, machine shop, butcher shop, car wash or laundromat or similar establishment from which oil, fibers, grease, silt or grit may be discharged to cause or permit to flow into the sewers any substance which may form a deposit tending to cause a stoppage or injure in any way the sewers or the pumping facilities or which would tend to interfere with the successful operation of the sewage collection system.
- B. Special treatment of certain wastes. Any objectionable industrial wastes from the above-noted establishments or from any other establishment at present operating or to be operated in the future shall be discharged in the laterals or sewers only after having been treated by a special treatment process specifically approved, in writing, by the City Manager and the Kent County Engineer's office. The treatment process shall render the industrial waste or effluent acceptable in accordance with the Kent County Pretreatment Ordinance. In case the industrial wastes from any establishment cannot be treated to produce the effluent required for the successful operation of the City sewer system, they shall be excluded from the sewer entirely. Regardless of any approval by the City or Kent County of special industrial waste treatment to produce acceptable effluent, and upon the effluent causing a stoppage in the sewer or injury to any part of the sewers or pumping facilities or a tendency to interfere with the successful operation thereof, the discharge effluent shall be discontinued or abandoned immediately and said industrial waste effluent excluded from the sewers until such time as an appropriate special treatment process may be installed and operated.
- C. Discharges causing obstruction to the system. No garbage, scraps, vegetables, straw, shavings, ashes, rags or any other material capable of causing obstruction, nuisance or injury in the sewer collection system shall be discharged into or permitted to enter said sewer system.
- D. Steam and hot-water discharges prohibited. No steam or hot water from boilers, steam bars or coffee heaters or discharge of overflow or hot waste matter from steam heating systems or saltwater from factories or stores shall be discharged to or be permitted to enter the sewer system.
- E. Drainage prohibited. No roof drainage, sump pumps, surface water, waste from hydrants or groundwater from absorption drains shall be discharged or be permitted to drain into the sewer system, it being distinctly understood that the sanitary sewer system now constructed or to be constructed is for the conveyance and treatment of sanitary sewage or treated liquid wastes only.
- F. Installation of grease traps. All hotels, restaurants, boardinghouses or other public eating places shall install adequate grease traps in their system of plumbing or piping. The type and size shall be approved by the City Manager or his designated representative. Such grease traps shall be cleaned at frequent intervals to prevent grease from entering the sewer system.
- G.

Right to close up or disconnect. The City Manager or his designated representative shall have the right to close up or disconnect from the sewer system any lateral or house connection used for carrying rain, surface water, groundwater or objectionable matter or whenever any of the violations of this article are committed and to order such connection to be reconnected to carry such sewage as is intended in conformance with this article.

§ 185-19. - Opening of obstructed sewers.

If any lateral or house connection shall become clogged or obstructed, the same may be opened by the City upon application by the owner to the City Manager. The work will be accomplished under the supervision and direction of the City Manager or his properly designated representative. The application shall contain an agreement by the owner to reimburse the City for any and all expenses incurred in the opening of such lateral or house connection, provided that the clogging or obstruction is found to be due to any cause for which the customer is liable, but, if otherwise, the expense shall be paid by the City. The decision of the City Manager or his properly designated representative as to the liability for such clogging shall be final and conclusive.

§ 185-20. - Remedy by City upon noncompliance.

Should any person or persons refuse, neglect or fail to comply with any of the terms, provisions and requirements of this article or with any notice given in conformity with or pursuant to the provisions hereof, then the City Manager is empowered and directed to engage all labor and to furnish all materials necessary or required to comply with said notice. The cost and expenses thereof, together with 10% added thereon as a penalty, and including all delinquent sewer service charges and penalties, as provided in § 185-10A and B of this article, shall be and remain a lien for 10 years from the date of assessment of such charge. Such lien shall have priority over any other lien, encumbrance or conveyance, even though such other lien or liens may be of a date prior to the time of attaching of this lien. The City Manager shall have the same authorities, remedies and powers with respect to the collection of this charge as are provided for the collection of taxes.

§ 185-21. - Violations and penalties.

- A. The owner or owners who shall fail, neglect or refuse to comply with or who shall violate the terms, requirements and conditions of this article or of any notice as aforesaid shall, upon conviction before the District Magistrate, be sentenced to pay a fine of not less than \$50 nor more than \$500, together with costs of prosecution.
- B. Every violator of this article shall be deemed guilty of a separate offense for each and every day a violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

ARTICLE III - Sewer Impact Fee

§ 185-22. - Purpose.

The purpose of this article is to establish appropriate methods to assist in the capital financing of construction, improvements and expansion of the City of Milford sanitary sewer system in a manner which ensures that the cost associated with such construction, improvements and expansion is borne by those who generate a greater impact on the existing system.

§ 185-23. - Definitions.

As used in this article, the following terms shall have the meanings indicated:

EQUIVALENT DWELLING UNIT (EDU) — A term used to express the load produced on a sanitary sewer system approximately equal to one dwelling place (250 gallons per day).

FIXTURE UNIT (FU) — A term having a value equal to 1/6 of a single EDU. Allocation of fixture units for the purpose of establishing a commercial EDU classification under the provisions of this article shall be as follows:

Type of Fixture (quantity of one)	Number of Fixture Units
Three-bowl commercial sink	2
Washstand or lavatory	1
Toilet	2
Bath or shower	1
Mop sink or service sink	1
Flush urinal	1
Continuous flush urinal	3
Convenience outlet	1
Domestic dishwasher	1
Commercial dishwasher	4
Drinking fountain	1
Garbage disposal	1
Residential washing machine	1

GPD — Gallons per day.

IMPACT FEE — A one-time fee imposed by the City upon the owner(s) of any new, remodeled, restored or enlarged residential, commercial, institutional or industrial structure or structures or any combination thereof which results in an increased sewer flow to the existing sanitary sewer system.

SF — Square foot.

§ 185-24. - Impact fee established.

[Amended 7-14-2008 by Ord. No. 2008-9]

- A. Prior to the issuance of a certificate of occupancy by the Code Official or other duly authorized representative, all developers or owners of newly constructed structures requiring sanitary sewer service shall pay the applicable impact fee per EDU to the City of Milford. The City reserves the right to bar occupancy of any such structure and withhold sanitary sewer service until such time as the aforementioned fee is paid in full. The fee per EDU as shown on the following schedule shall represent the impact fee to be used for construction, maintenance and expansion of the City's wastewater system.
- B. Impact fees shall be in accordance with the following schedule.
 - (1) The schedule shall be reviewed annually by the Mayor and Council and may be adjusted to incorporate revisions as necessary.
 - (2) If two or more dwellings, apartments, stores, offices or industrial units are connected through a single lateral, the impact fee payable under the schedule below shall be computed as though each such dwelling, apartment, store, office, or industrial unit were a separate property or user with a separate connection to the sewer.
- C. Impact fee schedule. Fees will be automatically adjusted on an annual basis as follows:

Effective Date	Impact Fee Per EDU
	\$975
August 1, 2008	\$1,014
July 1, 2009	\$1,055
July 1, 2010	\$1,097
July 1, 2011	\$1,141
July 1, 2012	\$1,186
July 1, 2013	\$1,234
July 1, 2014	\$1,283
July 1, 2015	\$1,334
July 1, 2016	\$1,388
July 1, 2017	\$1,443
July 1, 2018	\$1,501
July 1, 2019	\$1,561
July 1, 2020	\$1,623
July 1, 2021	\$1,688
July 1, 2022	\$1,756
July 1, 2023	\$1,826
July 1, 2024	\$1,899
July 1, 2025	\$1,975
July 1, 2026	\$2,054
July 1, 2027	\$2,136

- D. The sewer impact fee described in Subsection C shall be waived for permits issued for commercial repairs, rehabilitation and new construction beginning March 20, 2014. The waiver shall be for a maximum of five EDUs per project. The city will continue to collect the impact fee charged by Kent County.
 - (1) To qualify for the impact fee waiver, the commercial construction must be completed and a certificate of occupancy received within a twelve-month period.
 - (a) Waiver of Sewer Impact Fees for Commercial Entities: To further encourage new business and the expansion of existing businesses, the business must create a minimum of five jobs to employ five full-time employees in the City of Milford in accordance with the following criteria:
 - Creation of 5—9 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (1 EDU).
 - Creation of 10—14 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (2 EDUs).
 - Creation of 15—19 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (3 EDUs).
 - Creation of 20—24 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (4 EDUs).
 - Creation of 25+ new jobs to last at least 3 years: Exemption of Impact Fee Waiver (5 EDUs).
 - (b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.
 - (c) Annual certification to assure the commercial customer remains compliant with the written agreement.
 - (d) If the criteria is not met, the city may require the incentive to be repaid in full, or in part, as provided in the written agreement.
 - (2) Any commercial structure that does not receive a certificate of occupancy in accordance with § 185-24.D.(1) shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

[Ord. No. 2010-8, § 1, 5-24-2010; Ord. No. 2010-17, §§ 1, 2, 11-8-2010; Ord. No. 2011-16, §§ 1, 2, 6-27-2011; Ord. No. 2012-19, §§ 1, 2, 9-10-2012; Ord. No. 2013-10, §§ 1, 2, 11-25-2013; Ord. No. 2014-03, §§ 1, 2, 3-10-2014]

§ 185-25. - Computation of impact fee.

A. Specific assessment by usage category:

Usage Category	Total EDUs
Assisted-living facilities	1 plus 1 per 2 living units
Bars and lounges	1 plus number of FUs/6
Bus stations and other public depots	1 plus number of FUs/6
Campgrounds and travel trailer parks	1 plus 1 per 2 spaces
Campgrounds and travel trailer parks with waste-handling facilities	2 plus number of FUs/space
Car washes with water recycling	1 plus 2 per wash bay
Churches and associated facilities	1 plus number of FUs/6
Churches without associated facilities, such as day cares, schools, rectories, etc., and without food service functions for fundraising and/or any other nonparishioner for-profit activities	1 plus number of FUs/12
Convenience store with rest rooms open to the public	1 plus number of FUs/4
Convention halls and public gathering places	1 plus number of FUs/6
Convention halls and other public gathering places used at a frequency of not more than one event per week and without any for-profit activities.	1 plus number of FUs/12
Delicatessen and food take-outs	1 plus number of FUs/6
Dormitories	1 plus 1 per 2.5 beds
Drive-in food service	1 plus number of FUs/6
Fire stations with associated convention halls used at a frequency of more than one event per week and without any for-profit activities	1 plus number of FUs/6
Fraternal and/or civic organizations used at a frequency of not more than once per week (If other commercial activities are operating from these premises, they are treated as separate accounts.)	1 plus number of FUs/9
Hospitals	1 plus 1 per 2 beds
Hotels and motels without restaurants	1 plus 1 per 3 rooms or 1 plus 1 per 2 suites
Laundromat	1 plus 1 per commercial washer* or 1 plus 1 per 2 standard washers*
Marina without boat waste pumping facilities	1 plus number of FUs/6
Marina with boat waste pumping facilities	1 plus number of FUs/6
Municipal buildings	1 plus number of FUs/6
Nursing homes	1 plus 1 per 3 beds
Office buildings with public access	1 plus number of FUs/6
Office buildings without public access	1 plus number of FUs/9
Prisons	1 plus 1 per 2 beds
Restaurants and eating places, with rest rooms	1 plus number of FUs/6
Retail store	1 plus number of FUs/6
Schools without full-service kitchen	1 plus 1 per 30 certified students**
Schools without shower facilities	1 plus 1 per 30 certified students**

Schools with full-service kitchen or with showers	1 plus 1 per 25 certified students**
Service station with service bays	1 plus number of FUs/6
Service station with wash bays	1 plus number of FUs/4
Warehouse/storage buildings	1 plus number of FUs/9

NOTES:

* A reduction of 15% will be applied to each subcategory, if an equal number of dryers and washers are offered and multiple types of washers (top loaded and front loaded) are made available.

** Number of students (design capacity) as certified by the Delaware Department of Education.

- B. (Reserved)
 - C. (Reserved)
 - D. (Reserved)
 - E. EDUs assigned to establishments not covered above shall assure that each establishment, in the opinion of the City Engineer, is given an assignment of EDUs compatible with its use of the City water system. The applicant shall submit a special EDU request for the planned capacity needed.
 - F. No exemptions or abatements from the assessment of sewer impact fees shall be granted without the approval of City Council.
 - G. If a developer proposes a new development with an average daily flow of 2,500 gpd or more, to connect to the City's sewer infrastructure (i.e., transmission lines, and/or other related appurtenances), but the infrastructure is not sized to handle both the peak daily demand and/or fire flows from the existing users of the drainage basin and the proposed new development, the developer shall perform one of the following in addition to the payment of the impact fees:
 - (1) Construct the necessary improvements to accommodate the existing users and the new proposed development, prior to connecting; or
 - (2) Sign a public works agreement stating that the necessary improvements will be constructed in accordance with the terms and conditions outlined in said agreement.
- § 185-26. - Additional evaluations and charges.
- A. If a developer proposes a new development with an average daily flow of 2,500 gpd or more, to connect to the City's sanitary sewer infrastructure (i.e., pump/lift stations, collection lines, transmission lines, and/or other related appurtenances), but the infrastructure is not sized to handle both the peak daily flows (average daily flow multiplied by a peaking factor of 2.0 to 3.5, depending on the size of the drainage system) from the existing users of the drainage basin and the proposed new development, the developer shall perform one of the following in addition to the payment of the impact fees:
 - (1) Construct the necessary improvements to accommodate the existing users and the new proposed development, prior to connecting; or
 - (2) Sign a public works with the City. The public works agreement shall outline the improvements required, anticipated costs and parties responsible for costs associated.
 - B. In a case where multiple developers propose to utilize infrastructure of a sanitary sewer drainage basin, the costs of associated improvements for each developer shall be based on the percentage of flow that each development will contribute to the infrastructure. The associated costs for each developer must be specified in the signed public works agreements.

NOTICE OF PUBLIC HEARINGS

CITY COUNCIL PUBLIC HEARING: NOVEMBER 23, 2015

A FINAL PUBLIC HEARING is scheduled on Monday, November 23, 2015 at 7:00 p.m. before Milford City Council. Following the hearing, the ordinance may be adopted, with or without amendments.

ORDINANCE 2015-22
CODE OF THE CITY OF MILFORD
PART II-GENERAL LEGISLATION
CHAPTER 174-SEWERS
ARTICLE I-SEWER USE
ARTICLE III-SEWER IMPACT FEE

WHEREAS, the Sewer Department is in need of updating its word definitions in order to remain relevant; and

WHEREAS, the requirements of a Public Works Agreement and Aid-in-Construction should be outlined in the Code of the City of Milford.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. §185-2 – Definitions and Word Usage is hereby amended by adding the following definitions:

CITY-The City of Milford, Delaware with administrative offices at 201 South Walnut Street.

CITY OF MILFORD – The group of elected officials acting as governing body for the City.

CORE INFRASTRUCTURE-The core infrastructure includes the pump station, force main, gravity interceptor, and associated manholes.

Section 2. §185-25 - Computation of Impact Fees is hereby amended as follows:

NOTES:

~~G. If a developer proposes a new development with an average daily flow of 2,500 gpd or more, to connect to the City's sewer infrastructure (i.e., transmission lines, and/or other related appurtenances), but the infrastructure is not sized to handle both the peak daily demand and/or fire flows from the existing users of the drainage basin and the proposed new development, the developer shall perform one of the following in addition to the payment of the impact fees:~~

~~(1) Construct the necessary improvements to accommodate the existing users and the new proposed development, prior to connecting; or~~

~~(2) Sign a public works agreement stating that the necessary improvements will be constructed in accordance with the terms and conditions outlined in said agreement.~~

Section 3. §185-26 – Additional Evaluations and Charges is hereby amended as follows:

A. *(Insert and renumber/reletter)*

Property owner(s) and/or developer(s) proposing to submit for a Major Subdivision or Site Plan approval shall first submit a Utility Feasibility Study request to the City. Cost for the feasibility study shall be paid for by the applicant or applicants. The Utility Feasibility Study will be performed by the City and the results of the study used as the basis for defining the sewer drainage basin(s) and associated core infrastructure improvements necessary to serve the development(s).

B. If ~~a developer~~ **one or more property owners or developers** proposes a new development with an average daily flow of 2,500 gpd (**10 EDU's**) or more, to connect to the City's sanitary sewer infrastructure (i.e., pump/lift stations, collection lines, transmission lines, and/or other related appurtenances), but the infrastructure is not sized to handle both the peak daily flows (average daily flow multiplied by a peaking factor of 2.0 to 3.5, depending on the size of the drainage system) from the existing users of the drainage basin and the proposed new development, the developer shall perform one of the following in addition to the payment of the impact fees **and entering into a Development Agreement**:

(1) **If a single property owner/developer**: Construct the necessary improvements to accommodate the existing users and the new proposed development **as defined by the Utility Feasibility Study**, prior to connecting to the City's system. All work shall be performed in accordance with the City of Milford Standards and Specifications; or

(2) **If multiple property owners or developers**: **Sign a public works agreement** with the City **as further described in section 185-27**. ~~The public works agreement shall outline the improvements required, anticipated costs and parties responsible for costs associated.~~

~~B. In a case where multiple developers propose to utilize infrastructure of a sanitary sewer drainage basin, the costs of associated improvements for each developer shall be based on the percentage of flow that each development will contribute to the infrastructure. The associated costs for each developer must be specified in the signed public works agreements.~~

Section 4. A new section is hereby created to be entitled §185-27 – Multiple Property Owners/Developer Public Works Agreement and Aid-in-Construction

§ 185-27 – Multiple Property Owners/Developer Public Works Agreement and Aid-in-Construction

A. In a case where multiple developers and/or property owners propose to jointly utilize existing or future core infrastructure of an existing or proposed sanitary sewer drainage basin at the same time, the costs of the associated improvements for each developer shall be determined based on the percentage of their contributing flow. The percentage of contributing flow for

each entity shall be calculated on an Equivalent Dwelling Unit (EDU) basis. Drainage basins shall be defined by the City of Milford in its best interest.

The City of Milford at its own discretion may elect to participate financially in the cost of the core infrastructure improvements. Should the City elect to participate in the project then the associated percentages for the core infrastructure between the City and each developer shall be specified in a Public Works Agreement. The City shall design, administer and inspect the project with construction of the improvements performed in a publicly bid process. An estimated cost for the design, administration and construction of the project will be prepared by the City as part of the Public Works Agreement and include a 10% contingency amount. The estimated cost to each developer and the City will be allocated in accordance with the executed Public Works Agreement with the contributions from each developer financially secured prior to execution of the Agreement by the City. Should total project costs exceed the estimated project cost plus 10% contingency then each party shall pay for the additional cost(s) on the determined percentage basis at the time the cost is incurred by the City. Should the total project cost be less than the estimated project cost plus 10% contingency then said funds shall be reimbursed to each party on the determined percentage basis.

Should the City not elect to participate in the core infrastructure improvements then the developers are free to execute the design and construction of the core infrastructure privately. A Public Works Agreement will be prepared by the City to define the required improvements and determine the percentage contribution by each party. All work shall be performed in accordance with City of Milford Standards and Specifications and the developers shall be responsible for all City costs to prepare the Public Works Agreement and perform all plan reviews, project coordination and inspections associated with the project.

- B. In a case where multiple developers and/or property owners propose to jointly utilize existing or future core infrastructure of an existing or proposed sanitary sewer drainage basin at different times, the costs of the associated improvements for each developer shall be determined based on the percentage of their contributing flow. The percentage of contributing flow for each entity shall be calculated on an equivalent dwelling unit (EDU) basis. Drainage basins shall be defined by the City of Milford in its best interest.

The City of Milford at its own discretion may elect to participate in the cost of infrastructure upgrades to accommodate future developers who are not either ready or unwilling to immediately move forward with the development of their property within the sewer basin. The City shall contact each property owner within the City defined sewer basin to determine whether or not they would like to participate financially in the basin core infrastructure improvements. The properties within the basin shall then be defined as immediate participants (those properties interested in contributing immediately in the core infrastructure improvements) and future participants (those properties in the sewer basin not interested in immediately contributing in the core infrastructure). The City shall then decide whether or not they will participate in carrying the cost for said future participants in the form of Aid in Construction.

Should the City not elect to participate in the core infrastructure improvements then the immediate developers are free to execute the design and construction of the core infrastructure privately. The core infrastructure would then be sized to accommodate only the improvements necessary to meet the needs of the immediate participants. A Public Works

Agreement will be prepared by the City to define the required improvements and determine the percentage contribution by each party. All work shall be performed in accordance with City of Milford Standards and Specifications. The developers shall be responsible for all City costs to prepare the Public Works Agreement and perform all plan reviews, project coordination and inspections associated with the project.

Should the City decide to participate in the project and construction of the core infrastructure, then the City will prepare a Public Works Agreement to define each immediate and future developer/property participant to be included within the sewer basin. The City shall design, administer and inspect the project with construction of the improvements performed in a publicly bid process. An estimated cost for the design, administration and construction of the project will be prepared by the City as part of the Public Works Agreement and include a 10% contingency amount. The estimated cost to each developer/property owner will be allocated in accordance with the executed Public Works Agreement with the contributions from each immediate developer financially secured prior to execution of the Agreement by the City. Should total project costs exceed the estimated project cost plus 10% contingency then each immediate developer shall pay for the additional cost(s) on the determined percentage basis at the time the cost is incurred by the City. Should the total project cost be less than the estimated project cost plus 10% contingency then said funds shall be reimbursed to each immediate developer on the determined percentage basis.

If not defined by the future participant property owner, flow determinations for each future property included within the sewer basin shall be defined based on the maximum allowable density of the existing zoning at the time of the Agreement, or as determined practical by the City. Should the property be up zoned and/or future development exceeds the number of EDU's allocated to the property then said future participant or developer shall be responsible for all upgrades necessary to accommodate the increase.

The immediate developer(s) and the City shall pay for the improvements on the percentage basis as defined in the Public Works Agreement. The City shall however be reimbursed for capital outlays plus interest by future participants/developer(s) for properties initially carried by the City as Aid in Construction. The Aid in Construction reimbursement to the City shall be based on the percentage of flow that each property defined as future will contribute to the core infrastructure up to the number of EDU's defined for said property in the Public Works Agreement. Aid in Construction costs allocated to future developer(s) shall be reimbursed to the City prior to plot plan recordation or commercial site plan approval, whichever applies.

- C. The City Council has the right to modify, amend or waive any or all of the provisions contained in Subsection (A) and (B) above.
- D. No public funds will be utilized for any extension outside the City limits. Costs of such extensions shall be borne exclusively by the developer(s).

Section 5. Dates

City Council Introduction: November 9, 2015

City Council Public Hearing: November 23, 2015

Adoption: November 23, 2015

Effective: December 3, 2015

This ordinance shall take effect and be in force ten days after its adoption.

For additional information, please contact Rob Pierce either by email at rpierce@milford-de.gov or by calling 302.424.3712.

Advertised: Beacon 10/14/15

Chapter 222 - WATER

[HISTORY: Adopted by the City Council of the City of Milford 10-23-2006 by Ord. No. 2006-12.1 Amendments noted where applicable.]

GENERAL REFERENCES qc

Building construction — See <u>Ch. 88</u> .	Streets and sidewalks — See <u>Ch. 197</u> .
Car washes — See <u>Ch. 100</u> .	Subdivision of land — See <u>Ch. 200</u> .
Housing standards — See <u>Ch. 145</u> .	Zoning — See <u>Ch. 230</u> .
Sewers — See <u>Ch. 185</u>	

If:

Footnotes:

§ 222-1. - Schedule of water rates and charges.

The City does hereby fix and charge the monthly water rates and charges set forth in the following schedule of water rates and charges, which shall become effective 10 days following its adoption by Milford City Council, and shall be collected from the customers of the water system under operation of the City of Milford. The City shall bill all customers on a monthly basis. The City shall read meters monthly.

A. Meter rate schedule.

- (1) Where there is no water meter or where water meter readings are not available, the owner or user of the premises served shall install and pay for a meter approved by the City for measuring water consumption. The City may require the owner of a nonresidential establishment to pay for the cost and maintenance of special installations of water meters.
- (2) Monthly water rates for five-eighths-inch by three-fourths-inch or one-inch residential meters.

Gallons	Rate per 1,000 Gallons
0 to 4,000 per month*	\$3.25
4,001 to 8,000 per month	\$3.50
Over 8,001 per month	\$4.00

NOTES:

* Zero usage will be billed \$3.25 per month as an availability charge.

(3) Monthly commercial meters.

(a) Minimum charges:

Meter Size (inches)	Minimum Charge	Allowance (gallons)
1	\$32.50	10,000
1 1/4	\$48.75	15,000
1 1/2	\$81.25	25,000
2	\$162.50	50,000
3	\$406.25	125,000
4	\$975.00	300,000
6	\$2,600.00	800,000
8	\$3,900.00	1,200,000
10	\$5,200.00	1,600,000
12	\$6,500.00	2,000,000

(b) Monthly water rates for commercial meters.

Gallons (per month)	Rate per 1,000 Gallons
Allowance to 31 MG	\$2.60

Over 31 MG	\$3.25
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B. Fire service line.

(1) Fire service line availability charge due at time of installation.

Size of Fire Service Line (inches)	Fee
2	\$2,500
4	\$3,000
6	\$3,500
8	\$4,000
10	\$6,000

(2) The applicant is responsible for the cost of the installation in addition to the above fees.

C. Meter installation fee.

(1) Meter installation only on new service:

- (a) One inch (residential): \$200.
- (b) One inch (commercial): \$350.
- (c) Over one inch: calculated on an individual basis.

D. Out-of-City surcharge. Water charges to out-of-City customers shall be at a rate of 1.5 times the in-City user rate established by the City unless special service agreements are executed between the City of Milford and the customer.

E. Special rate schedule.

(1) Private fire service line (all sizes): \$15 per month.

[Ord. No. 2012-05, § 1, 3-26-2012]

§ 222-2. - Posting of rates and regulations; contract with City.

- A. Copies of the schedule of water rates and charges established by the City and of the rules and regulations governing the supply of water service are open to inspection at City Hall, 201 South Walnut Street, Milford, Delaware.
- B. These rules and regulations, which have been adopted by the City, are a part of the contract with every person and any political subdivision that takes water service, and every such person or political subdivision, by taking of the water service, agrees to be bound thereby. All customers of the water system of the City who continue to accept water service from the City shall be conclusively deemed to have a contract with the City for water service in accordance with the rules and regulations and the rates set forth herein. No new application for service between any such customer and the City shall be required.

§ 222-3. - Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AGRICULTURAL WELL—A well used for the watering of livestock, poultry, aquaculture uses, or solely for the watering of household yards and gardens or for other purposes related to farming in general but not including the irrigation of lands or crops. Water is not used for human consumption or to service a dwelling.

CROSS CONNECTION—Actual or potential connections between a potable water supply and a non-potable source, where it is possible for a contaminant to enter the drinking water supply.

CURB or CURBLINE—The curb stop or service valve of the service connection to the customer.

CUSTOMER—The party contracting for a supply of water to a property as hereinafter classified:

- A. A building under one roof, owned or leased by one party and occupied as one residence or business.
- B. A combination of buildings owned or leased by one party in one common enclosure and occupied by one family or business.
- C. The one side of a double house having a solid, vertical partition wall.
- D. Each side or part of a building occupied by more than one family or business, even though the closet and other fixtures may be used in common.
- E. Each apartment, office or suite of offices located in a building having several such apartments, offices or suites of offices and using in common one or more halls and one or more means of entrance, except that an owner of an apartment house or building accommodating families or businesses may become responsible for all water used on the premises, and such owner shall be considered as the customer.

DEWATERING WELL—A well used to remove ground water for construction of footings, sewer lines, building foundations, elevator shafts, etc.

DOMESTIC WELL—A well primarily used for potable non-public water supply purposes and which may be used for non-potable purposes, excluding heat pump supply.

HEAT PUMP CLOSED LOOP WELL—A sealed and pressurized loop of pipe containing a heat exchange solution which is circulated below the earth's surface and utilizes groundwater for the purpose of heat transfer.

HEAT PUMP RECHARGE WELL—A well constructed and primarily used for injecting ground water source heat pump effluent back into an aquifer, and which may be used for other non-potable water supply purposes provided prior written approval is obtained from the City.

HEAT PUMP SUPPLY WELL—A well constructed primarily to obtain ground water as a source for heat pump supply purposes and which may not be used for other purposes such as domestic water supply.

INDUSTRIAL WELL—A well which is used in the processing, washing, packaging, or manufacturing of a product excluding food and beverages.

IRRIGATION WELL—A well which is used for the watering of lands or crops other than household lawns and gardens.

MONITOR WELL—A well installed for the sole purpose of the determination of subsurface conditions and collecting ground water samples.

OBSERVATION WELL—A well used for the sole purpose of determining ground water levels.

POTABLE WATER—Any water which is in compliance with all the primary health related drinking water standards specified in the Delaware Regulations Governing Public Drinking Water Systems and the US EPA Safe Drinking Water Act, and is acceptable for human consumption.

PUBLIC WELL—A well which is used to supply water to more than three dwelling units; 25 or more employees; in the manufacture of ice, foods, or beverages; to the public in food washing, processing, or preparation in a plant, restaurant, or other facility.

TEST WELL—A well installed to ascertain the lithology and water transmission properties of an aquifer or geologic materials and which may be used to determine water quality; a well which is not used on a permanent basis.

[2010-20, § 1, 12-28-2010; Ord. No. 2012-05, § 1, 3-26-2012]

§ 222-4. - Connection to City water system.

- A. All owners of improved property in the City of Milford abutting upon but not presently connected with the existing water system are hereby required to connect their premises to the water system within 90 days from the effective date of this chapter. All such owners of improved property which shall abut upon future water improvements when constructed shall thereupon connect therewith. All such owners of unimproved property which shall be improved in the future shall connect promptly with any such water system then or subsequently abutting thereon.
- B. Property not connected to the water system shall be subject to the minimum water charge beginning with the month next following the passage of 90 days from the time the water system is available to the property, whether or not the property is connected to the system.

§ 222-5. - Application for service connection.

- A. Any property owner desiring the introduction of a service line or lines from the City's main into his or her premises must first make a written application, on the form furnished by the City, at least two weeks before service is required, stating the street and lot number or location, the name of the owner and tenant, the purpose for which service will be used, the guaranty that such service will continue for at least one year and the exact time when the trench from curb to property will be ready for making the connection.
- B. The application must be signed by the owner of the premises or his duly authorized agent, which application shall, together with the rules and regulations, regulate and control the service of water to such premises.

§ 222-6. - Application for water service.

- A. The prospective customer or the duly authorized agent thereof will make a signed application for water service upon the City's form provided therefor, and, if approved by the City, water will be supplied in conformity with the class, scope and type of service appropriate to the customer's premises, as set forth in the application, and only at the rate schedule applicable thereunto. The customer's application for service, duly approved by the City, together with these rules and regulations, constitutes the contract between the customer and the City; nevertheless, the acceptance and use of water service at any premises by an occupant, without formal application therefor, obligates the occupant as the contractual party, and he is bound thereby as the customer.
- B. A new application must be made to the City and approved thereby upon any change in the identity of the customer at any premises or in the service as described in the appurtenant application, and the City, upon five days' notice, may discontinue water service until such new application has been made and approved.
- C. Service will be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all charges provided in the schedule of water rates and charges or in the rules and regulations.
- D. When application is made for temporary use of water, requiring a temporary connection, the cost of installation and removal of such temporary facilities shall be borne by the applicant, and the applicant shall pay the temporary use fee of \$50 per day and \$4 per 1,000 gallons.

§ 222-7. - Written permit to supply other persons or families.

No owner or tenant of any premises supplied with water by the City will be allowed to supply other persons or families or other premises except by written permit from the City. Customers who violate this rule may have their water shut off after a notice of five days, and it may remain so until the City is satisfied that the rules and regulations will be observed.

§ 222-8. - Deposits.

- A. A deposit may be required from any customer desiring temporary service for less than a thirty-day period in an amount equal to the estimated gross bill for the limited period. The City reserves the right at any time to require a deposit from any regular service customer in an amount equal to the estimated charges for any single billing period, not exceeding three months, plus one month, as security for payment of service bills as accrued whenever the credit of the customer has not been established or thereafter properly maintained as evidenced by service discontinuance incurred under [§ 222-12](#).
- B. Deposits may be returned to the depositor when he has established his credit to the satisfaction of the City.
- C. The deposit will bear no interest.
- D. Any customer having a deposit shall pay bills for water service as rendered, in accordance with the rules and regulations, and the deposit shall not be considered as payment on account of a bill during the time the customer is receiving water service.

§ 222-9. - Service lines to curb; fee.

- A. The City will make all connections to its mains and furnish and install all service lines from the main to and including the meter box.

[Amended 12-11-2006 by Ord. No. 2006-17]

- B. All taps and lines larger than 3/4 inch shall be made for the customer at actual cost to the City, or according to the rate schedule, whichever applies. Connection fees other than time and materials shall be paid for at the time of application. For connection fees based on actual cost, a deposit of \$400 will be required at the time of application, and the remainder of the cost will be billed at completion of the job. All of the service lines will be the property of the City and under the control of the City. No service connection will be installed during the period that street openings are prohibited by City regulations or at any time when, in the judgment of the City, working conditions are unfavorable for installation either by reason of weather, temperature, conditions of soil or otherwise. The City will be responsible for the maintenance and repair of the service line between the main and the curbline.

[Amended 12-11-2006 by Ord. No. 2006-17]

- C. The City reserves the right to charge a connection/inspection fee based on time and materials in any instance where unusual conditions for the installation of such a connection prevail. The determination to invoke this policy is a decision of the City Manager.
- D. The location of service will be designated by the City, and no service line shall occupy the same trench with any facility of a public service company or be within three feet of any open excavation or vault, unless such installation plan shall have been previously authorized and approved by the City as evidenced by its written permission.
- E. When it is necessary to renew an existing service line from the street main to the curb, the City will renew said service line of the same size in the same location as the old one, but if the applicant for his own convenience desires the new service line at some other location and agrees to pay all expenses of cutting off the old service line at the main, the City will lay the new service line at the location desired.
- F. When the customer desires a change in location or size of an existing service line, the cost of the change shall be borne by the customer.
- G.

In all installations or replacements of service lines, only one premises of one customer will be permitted to be supplied through one service pipe. If one premises of one customer shall have one structure so divided by partition walls as to permit separate ownership, at any time, of the several divisions of the structure or shall have two or more separate and distinct structures thereon susceptible to more than one and the same ownership, the City will provide two or more separate service stops, as may be required, at the termination of one service connection of ample capacity, and the customer will be required to install, accordingly, two or more separate service lines.

§ 222-10. - Service lines from curb to premises.

- A. All service lines from the curb to the premises shall be installed at the expense of the customer and remain an appurtenance of the premises to be supplied and accordingly maintained in proper condition. The service line shall comply with the City's specifications for material and location or otherwise have the City's approval. The service line shall be laid at a minimum depth of 30 inches throughout its length and shall terminate in a brass stop of an approved pattern within the premises, at a point easily accessible to the occupant at all times, for protection against leaks and freezing in piping of the premises and to facilitate repairs thereto.
- B. All leaks in the customer's service lines shall be promptly repaired by the customer. Upon failure to make repairs with reasonable dispatch after due notice, the City may discontinue water service, which will not be restored until all proper and necessary expenses incurred by the City in the discontinuance and restoration of water service to the premises involved shall have been paid to the City by the offending customer.
- C. The owner of each lot or parcel of land which abuts upon a street or other public way containing a City water main which is a part of or which is served or may be served by such water main and upon which lot or parcel of land a building shall have been constructed for residential, commercial or industrial use shall connect such building with said City water main within 90 days of the effective date of this chapter and shall cease to use any other method to obtain water.
- D. Under no circumstances will the City be responsible for maintenance of the service lines or any piping or fixture on the premises supplied, other than the City's own specific property, or for damage caused by water escaping therefrom, and the customer shall invariably comply with state and municipal regulations with reference thereto and shall make any changes therein necessitated by reason of change of grade in a street or sidewalk, relocation of the distribution main or otherwise.

§ 222-11. - Violations where two or more customers are on the same service.

Where more than one occupant of a premises is supplied through one common service line, any violation of the rules and regulations by any one occupant shall be deemed a violation by all, and the City may take necessary action accordingly, as provided by the rules and regulations, except that water service to the premises shall not be discontinued to the customer until the customer shall be given a reasonable opportunity to install a separate service line for each occupant, in compliance with the foregoing § 222-9.

§ 222-12. - Service discontinuance; fees.

- A. Water will be turned off any premises upon a written order of the customer without in any way affecting the existing contract.
- B. Service under contractual application or special contract, including private fire protection service, may be discontinued after due notice for any of the following reasons as may be applicable:
 - (1) For misrepresentation in an application as to property, interest or service.
 - (2) For the use of water for any other property or purpose than that described in the application.
 - (3) For tampering with any service pipe, meter, curb stop or seal or any other appliance of the City.
 - (4) For willful or careless waste of water by reason of improper, impaired or deteriorated piping, fixtures or otherwise.
 - (5) For nonpayment for any water system charges or fees when due.
 - (6) In case of unreported vacancy of premises.
 - (7) For violation of any rule of the City.
 - (8) Refusal of access to the premises to inspect, read, maintain or remove meters.
 - (9) Refusal to conserve water during periods of advertised restricted supply.
 - (10) Failure to pay water bills or charges incurred at another premises.
 - (11) Existence of any cross-connection at a premises.
- C. As necessity may arise in case of a break or rupture of any main, any emergency or other unavoidable cause, the City shall have the right to temporarily suspend the water supply in order to make necessary repairs, connections or installations; however, the City will use all practicable and reasonable measures to afford, whenever possible, advance notice of such interruption of service. However, the City will not be liable for any damage or inconvenience suffered by customers or occupants of the premises supplied, nor in any case will the City be liable for any claim against it at any time for interruption in service, inadequate supply or pressure or quality of water or for any cause reasonably beyond its control.
- D. A fee may be charged for turning on water in restoration of service after discontinuance for reasons other than those contained in Subsection C. Should such a service call be required after normal duty hours on weekends or holidays, an after-hour fee will be charged.

§ 222-13. - Opening and closing valves.

The operation of a service stop or valve is absolutely prohibited to anyone other than an employee of the City in the regular line of duty, except that a regularly licensed plumber will be permitted to operate the same when necessary in conjunction with his proper work on the relevant premises, but he shall invariably leave the stop or valve in the same position as found.

§ 222-14. - Supply of water; restrictions on use.

- A. The City shall have the right to reserve a sufficient supply of water at all times in the water towers and reservoirs to provide for fire protection and other emergencies or to restrict or regulate the quantity of water used at the customer's premises in cases of scarcity or whenever the public welfare may require such action.
- B. The City reserves the right to suspend the use of fountains and hoses for sprinkling streets and yards, washing cars, etc., whenever in the opinion of the City public exigency requires it. The City shall not be liable for failure to supply water at any time, provided that such failure shall not be due to negligence upon its part.
- C. The City Manager shall act on behalf of the City to declare a water emergency and to impose water use restrictions. He shall notify the City Council of any such action within 48 hours after taking such action.

§ 222-15. - Temporary uses.

- A. Contractors, builders or others will be required to obtain a written permit from the City before using water for any of their several construction purposes. The City may require a guaranty deposit from contractors and builders.
- B. Water for such purposes shall be paid for at the temporary use fee rate provided for herein.

§ 222-16. - Meters.

- A. It is the City's intent to meter all customers. For the proper determination of water consumption and relevant bill for service, a meter will be installed in connection with each service line to record the quantity of water supplied to the customer's premises. The quantity of water recorded by the meter shall constitute conclusive determination for both the customer and the City, unless the meter shall be found to be registering inaccurately or has ceased to register, whereupon the quantity may be determined by the average registration of the meter when in proper working order.
- B. All meters, to include the meter box, will be furnished and installed by the City and shall remain the property of the City. They shall be accessible to the City at all reasonable hours and shall be subject to its control exclusively. The City only shall possess the right to determine the style and size of the meter to be installed.
- C.

Metered service contemplates the supply of water through an individual service line and meter to each and every occupant of the premises supplied. Where the premises are not adapted for such separate meter installations, in the judgment of the City, one common service line will be permitted and one meter installation will be made accordingly; however, the charge for service may be made on the same basis as if an individual meter were installed for each and every occupant of the premises.

- D. The meter will be set after the customer has had the plumbing arranged to receive the meter at a convenient point approved by the City so as to control the entire supply.
- E. Meters will be maintained by the City so far as ordinary wear is concerned, but loss or damage due to freezing, hot water or external causes shall be paid for by the customer. Where hot-water or heating systems or boilers are so constructed that there is a possibility of hot water being forced back through the meter, the customer shall protect the meter by installing a check valve on the outlet side of the meter and shall, for his own protection, insert a safety valve in connection with the hot-water or heating system. The City will not be liable for any damage due to the failure of the customer's safety valve.
- F. The charge for reinstallation or changing of a meter when removed because of damage not caused by the City shall equal the actual costs to the City for reinstallation.
- G. Meter accuracy.
 - (1) The City may test or replace a customer meter at any time after notification by the customer that he desires to have his meter tested.
 - (2) After receipt of a written request and deposit as listed below, the City will test the accuracy of a customer's meter. If the meter accuracy is within plus or minus 2%, the meter is considered accurate, and the deposit shall be retained by the City. If the meter accuracy is not within plus or minus 2%, the meter will be replaced or repaired at the City's expense, and the deposit shall be returned to the customer.
 - (3) Meter test fee may be required. If a meter is found to be inaccurate, an adjustment will be made for the current billing period only based on test results or on the recorded consumption of the same billing period during the prior year. In no cases will adjustments be made for a period longer than three months.

§ 222-17. - Leaks or waste.

All water passing through a meter shall be charged for at the regular rate, and no allowance will be made for excessive consumption due to leaks or waste.

§ 222-18. - Defective plumbing.

The City shall not be liable for any damage resulting from leaks or broken pipes or from any other cause occurring to or within any house or building, and it is expressly stipulated by and between the City and the customer that no claims shall be made against the City on account of the bursting or breaking of any main or service pipe or any attachment to said waterworks.

§ 222-19. - Fire protection service.

- A. The City shall determine the location and shall purchase and install all public fire hydrants within the City.
- B. All public fire hydrants will be owned and maintained by the City.
- C. No person except authorized City officials shall take water from any public fire hydrant, except for fire purposes or for the use by the Fire Department in case of fire, and no public fire hydrant shall be used for sprinkling streets, for flushing sewers or gutters or for any other than fire purposes, except with the approval and consent of the City Manager.

§ 222-20. - Private fire service.

- A. A customer desiring private fire service shall submit to the City an application for water service, as contained hereinabove, and shall pay all necessary charges before service is rendered. The size of each private fire service line shall be approved by the City prior to installation.
- B. Approved detector checks with bypass meters may be required by the City on new or existing private fire service lines. The detector check and bypass meter shall be installed by the customer at the customer's expense and maintained by the customer.
- C. Private fire service charges shall be determined by the City according to the rates for private fire hydrants and service lines as given herein. These charges are compensation for standing ready to serve.
- D. No cross-connection or tap for use other than fire protection shall be made in the piping of a private fire protection service line on the premises or within a building, and no water shall be used through a private fire service line except for the purpose of fire extinguishment.

§ 222-21. - Liability.

It shall be expressly understood and agreed by and among the customer receiving service and the City that the City assumes no liability as insurer of property or person and that the agreement does not contemplate any special service, pressure, capacity or facility, other than the ordinary or the changing conditions of the water supply system of the City, as the same exist from day to day. The City hereby declares and it is agreed by the customer by acceptance of service that the City shall be free and exempt from any and all claims for injury or damage to persons or property on customers' premises or to any other person or property by reason of fire, water or failure of water supply in pressure or capacity.

§ 222-22. - Bills and payment.

- A. Bills as rendered for any indicated period of service, either special, monthly or quarterly, will show the proper charge therefor as determined by the applicable rate schedule; also, they will show the amount of any abatement or deduction allowed or any fee or additional charge due and payable under the rules and regulations. Bills shall be considered as duly rendered when delivered at or mailed to the recorded address of the customer, as provided by him for that purpose, or to the premises supplied. Nonreceipt of a bill shall never constitute a waiver thereof. The rates as established shall be an assessment and shall be billed to the owner of the property. All bills for water service are due and payable as indicated on the bill. Late fees for water service, if not paid by the due date, shall be charged beginning the day following the due date.
- B. The bills for repairs or replacement of damaged meter installations or parts thereof will be rendered to the responsible party, either the occupant of the premises or the customer, and in case payment of the same is not made within 10 days after presentation of the bill, the City may shut off and discontinue the supply of water to the premises until all proper charges are paid. Such action by the City shall not preclude or stay collection of the damage bill by process of law.
- C. In case the City has been unable for any reason to obtain the meter reading at the regular meter reading period, the City reserves the right to regularly bill the customer for an estimated consumption so indicated on the bill, which estimated consumption shall be deducted from the recorded consumption at the subsequent meter reading period, and the bill for the subsequent period shall be rendered accordingly.
- D. Water and sewer service may be discontinued by the City after due notice for nonpayment of the bill at any time after the due date of the bill in accordance with the rule governing water service discontinuance.
- E. Any customer, upon receipt of a bill, having reason to doubt its accuracy, shall bring or mail the bill within five days to the City for investigation.

§ 222-23. - Vacation or closing of premises.

The customer shall notify the City in the event of vacation of premises or closing the same temporarily, requesting the City to shut off the water. In such case the meter will be read and a bill rendered accordingly; however, at the option of the City shutting off the water, the meter may be removed and the account closed as of that date. Such notification shall be in writing, delivered at the office of the City.

§ 222-24. - Water used for steam generation.

Customers using water for steam generation are warned not to depend upon the hydraulic or hydrostatic pressure of the City water supply system for supplying such boilers. The City will not be responsible for any accident or damage in which such practices frequently result. Steam and hot-water heating plants, also hot-water generators and storage tanks, shall in all cases be provided with a check valve in the water supply piping to the same and other proper devices to prevent damage or collapse if the water supply should be shut off or should fail for any reason whatsoever. The City will not be responsible for any accident or damage resulting from the imperfect installation or action of such devices or from the omission of such installations.

§ 222-25. - Complaints.

Complaints with regard to the character of the service furnished, the reading of meters or the bills rendered must be made at the City office either verbally or in writing, and a record of such complaint will be kept by the City, giving the name and address of the complainant, the date, the nature of the complaint and the remedy.

§ 222-26. - Right of entry.

Any authorized employee of the City, upon presentation of credentials if otherwise unknown, shall have unrestricted access at all reasonable hours to any premises supplied with water for the purpose of reading meters, making inspection or securing such other information as may be deemed necessary for the proper and efficient operation of the water system.

§ 222-27. - Main extensions.

- A. When any applicant requests water service requiring a main extension, as determined by the City, he shall submit a main extension application and shall enter into a main extension agreement with the City.
- B. Main extensions shall consist of any new main, including mains lying wholly within a new development.
- C. All costs associated with a main extension project, including legal, engineering, construction, inspection and administrative, shall be paid as follows:
 - (1) All costs associated with main extensions shall be borne by the applicant. If more than one property is involved, the costs may be assessed based on an assessment formula to be prescribed by the City Council through a public works/utility agreement.
 - (2) The City may undertake to extend its mains with or without application of the abutting property owners and may assess the costs of the extension against the abutting property owners based on an assessment formula to be prescribed by the City Council through a public works/utility agreement.
 - (3) The City Council has the right to modify, amend or waive any or all of the provisions contained in Subsection C(1) and (2) above.
- D. Mains shall be sized by the City to meet the applicant's domestic water needs. The applicant shall advise the City of main sizes necessary for fire protection.
- E. The applicant shall submit complete plans of the proposed main extension, showing in detail the locations and sizes of proposed water mains and related facilities. With the submission of plans, the City may require an amount to be deposited for project expenses. The initial deposit amount shall be estimated at \$100 per residential unit, up to a maximum of \$1,500. Unspent deposit funds will be returned to the applicant without interest after project completion. Project expenses in excess of deposited funds will be invoiced to and shall be paid by the applicant prior to receipt of water service. The City shall not be obligated to grant refunds, other than unexpended deposits, although it reserves the right to do so.
- F. No construction of water facilities shall commence until the plans submitted by the applicant are approved by the City, Fire Marshal, DHSS and other approval agencies as required. The main extension shall be referenced in the public works/utility agreement. No water service shall be provided by the City until the agreement is executed and the applicant has satisfied all municipal regulations.
- G. All main extensions shall extend the entire length of the property to be served in all directions, unless otherwise approved by the City Manager. All water mains shall be looped to ensure a continual flow from either direction, with valves installed at each connection. Mains shall be extended to the property lines in a minimum of two locations as required by the City Engineer.
- H. All main extensions shall be constructed in public rights-of-way. The applicant shall grant to the City any easements across his property that are necessary for the main extension or future extensions thereof.
- I. The applicant shall construct all main extensions to the requirements and specifications of the City and shall bear all costs of the main construction, including the costs of inspection, as required by the City.
- J. Normally, the applicant shall furnish and install, at his own expense, the necessary service connections. Each service connection will include the connection to the main, corporation stop, service line, curb stop, meter pit and appurtenances as per the latest edition of the City specifications. When the applicant furnishes and installs the service connection, the tapping and connection fees are waived. The applicant is responsible for any inspection and impact fees regardless of who furnishes and installs services. The City reserves the right, however, to furnish and install any service connection on its own.
- K. The applicant shall dedicate and the City will accept by written notification the dedication of any water mains and appurtenances constructed under the main extension as contained in the public works/utility agreement, provided that the same are installed and tested in compliance with City specifications.
- L. The City reserves the right to construct the main extension on its own, at the applicant's expense. If the City decides to construct the main extension, an estimate of preconstruction costs will be furnished to the applicant for approval and for deposit of the estimated amount. After preconstruction engineering and administrative items are completed, an estimate of construction and related costs will be furnished to the applicant for approval and deposit. After receiving the deposits, the City will proceed with the main extension construction. A tabulation of the total main extension costs will be submitted to the applicant. If the total cost is less than the applicant's total deposits, the City will return any excess moneys deposited. If the total cost exceeds the applicant's deposits, the applicant shall pay the excess amount prior to the receipt of water service.
- M. Deposits for main extensions shall not bear interest.
- N. The public works/utility agreement, together with all its terms and conditions, shall be binding upon and inure to the benefit of the respective successors or assignees or personal representatives of the parties thereto, but the agreement, other than the right to receive such payments as may be due thereunder, may not be assigned by the applicant without the prior written consent of the City.

§ 222-28. - Amendments.

The City reserves the right to change or amend, from time to time, these rules and regulations and the rates for the use of water.

§ 222-29. - Backflow prevention devices.

- A. When, in the opinion of the City, facilities operated within a customer's premises present a potential cross-connection of nonpotable water within the City's water system, the City reserves the right to install a backflow prevention device in accordance with City specifications.
- B. The costs of furnishing and installing any backflow prevention device shall be borne by the customer, who shall also retain ownership of it and be responsible for testing and maintaining it. The City reserves the right to require that backflow prevention devices be tested at least once in every twelve-month period.

§ 222-30. - Violations and penalties.

- A. Any person or any officer of any firm or corporation violating any of the provisions of this chapter shall, upon conviction thereof before a District Magistrate, be sentenced to pay a fine of not less than \$25 nor more than \$300, together with costs of prosecution.
- B. Every violator of this chapter shall be deemed guilty of a separate offense for each and every day a violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.

§ 222-31. - Impact fees.

The purpose of this section is to establish appropriate methods to assist in the capital financing of construction, improvements and expansion of the City of Milford water system in a manner which ensures that the cost associated with such construction, improvements and expansion is borne by those who generate a greater impact on the existing system.

- A. Definitions. As used in this section, the following terms shall have the meanings indicated:

EQUIVALENT DWELLING UNIT (EDU) — A term used to express the load produced on a water system approximately equal to one dwelling place (250 gallons per day).

FIXTURE UNIT (FU) — A term having a value equal to 1/6 of a single EDU. Allocation of fixture units for the purpose of establishing a commercial EDU classification under the provisions of this section shall be as follows:

Type of Fixture (quantity of one)	Number of Fixture Units
Three-bowl commercial sink	2
Washstand or lavatory	1
Toilet	2
Bath and shower	1
Mop sink or service sink	1
Flush urinal	1
Continuous flush urinal	3
Convenience outlet	1
Domestic dishwasher	1
Commercial dishwasher	4
Drinking fountain	1
Garbage disposal	1
Residential washing machine	1

GPD — Gallons per day.

IMPACT FEE — A one-time fee imposed by the City upon the owner(s) of any new, remodeled, restored or enlarged residential, commercial, institutional or industrial structure or structures or any combination thereof which results in an increased water usage.

SF — Square foot.

- B. Prior to the issuance of a certificate of occupancy by the Code Official or other duly authorized representative, all developers or owners of newly constructed structures requiring water service shall pay the appropriate impact fee per EDU to the City of Milford. The City reserves the right to bar occupancy of any such structure and withhold water service until such time as the aforementioned fee is paid in full. The sum of the impact fee per EDU shall represent the impact fee to be used for construction, maintenance and expansion of the City's water system.
- C. If two or more dwellings, apartments, stores, offices or industrial units are connected through a service line, the impact fee payable under the schedule below shall be computed as though each such dwelling, apartment, store, office, or industrial unit were a separate property or user with a separate connection to the water.
- D. Specific assessment by usage category:

Usage Category	Total EDUs
Assisted-living facilities	1 plus 1 per 2 living units
Bars and lounges	1 plus number of FUs/6
Bus stations and other public depots	1 plus number of FUs/6
Campgrounds and travel trailer parks	1 plus 1 per 2 spaces
Campgrounds and travel trailer parks with waste-handling facilities	2 plus number of FUs/space
Car washes with water recycling	1 plus 2 per wash bay
Churches and associated facilities	1 plus number of FUs/6

Churches without associated facilities, such as day cares, schools, rectories, etc., and without food service functions for fundraising and/or any other nonparishioner for-profit activities	1 plus number of FUs/12
Convenience store with rest rooms open to the public	1 plus FUs/4
Convention halls and public gathering places	1 plus number of FUs/6
Convention halls and other public gathering places used at a frequency of not more than one event per week and without any for-profit activities.	1 plus number of FUs/12
Delicatessen and food take-outs	1 plus number of FUs/6
Dormitories	1 plus 1 per 2.5 beds
Drive-in food service	1 plus number of FUs/6
Fire stations with associated convention halls used at a frequency of more than one event per week and without any for-profit activities	1 plus number of FUs/6
Fraternal and/or civic organizations used at a frequency of not more than once per week (If other commercial activities are operating from these premises, they are treated as separate accounts.)	1 plus number of FUs/9
Hospitals	1 plus 1 per 2 beds
Hotels and motels without restaurants	1 plus 1 per 3 rooms or 1 plus 1 per 2 suites
Laundromat	1 plus 1 per commercial washer* or 1 plus 1 per 2 standard washers*

Marina without boat waste pumping facilities	1 plus number of FUs/6
Marina with boat waster pumping facilities	1 plus number of FUs/6
Municipal buildings	1 plus number of FUs/6
Nursing homes	1 plus 1 per 3 beds
Office buildings with public access	1 plus number of FUs/6
Office buildings without public access	1 plus number of FUs/9
Prisons	1 plus 1 per 2 beds
Restaurants and eating places, with rest rooms	1 plus number of FUs/6
Retail store	1 plus number of FUs/6
Schools without full-service kitchen	1 plus 1 per 30 certified students**
Schools without shower facilities	1 plus 1 per 30 certified students**
Schools with full-service kitchen or with showers	1 plus 1 per 25 certified students**
Service station with service bays	1 plus number of FUs/6
Service station with wash bays	1 plus number of FUs/4
Warehouse/storage buildings	1 plus number of FUs/9

NOTES:

* A reduction of 15% will be applied to each subcategory, if an equal number of dryers and washers are offered and multiple types of washers (top loaded and front loaded) are made available.

** Number of students (design capacity) as certified by the Delaware Department of Education.

- E. EDUs assigned to establishments not covered above shall assure that each establishment, in the opinion of the City Engineer, is given an assignment of EDUs compatible with its use of the City water system. The applicant shall submit a special EDU request for the planned water capacity needed.
- F. No exemptions or abatements from the assessment of water impact fees shall be granted without the approval of City Council.
- G. If a developer proposes a new development with an average daily flow of 2,500 gpd or more, to connect to the City's water infrastructure (i.e., transmission lines, and/or other related appurtenances), but the infrastructure is not sized to handle both the peak daily demand and/or fire flows from the existing users of the drainage basin and the proposed new development, the developer shall perform one of the following in addition to the payment of the impact fees:
 - (1) Construct the necessary improvements to accommodate the existing users and the new proposed development, prior to connecting; or
 - (2) Sign a public works agreement stating that the necessary improvements will be constructed in accordance with the terms and conditions outlined in said agreement.
- H. Impact fee schedule. Fees will be automatically adjusted on an annual basis as follows:

[Added 7-14-2008 by Ord. No. 2008-10]

Effective Date	Impact Fee Per EDU
	\$1,845
August 1, 2008	\$1,919

July 1, 2009	\$1,996
July 1, 2010	\$2,075
July 1, 2011	\$2,158
July 1, 2012	\$2,245
July 1, 2013	\$2,335
July 1, 2014	\$2,428
July 1, 2015	\$2,525
July 1, 2016	\$2,626
July 1, 2017	\$2,731
July 1, 2018	\$2,840
July 1, 2019	\$2,954
July 1, 2020	\$3,072
July 1, 2021	\$3,195
July 1, 2022	\$3,323
July 1, 2023	\$3,456
July 1, 2024	\$3,594
July 1, 2025	\$3,738
July 1, 2026	\$3,887
July 1, 2027	\$4,043

I. The water impact fee described in § 222-31.H. shall be waived for permits issued for commercial repairs, rehabilitation and new construction beginning March 20, 2014. The waiver shall be for a maximum of 5 EDUs per project.

(1) To qualify for the impact fee waiver, the commercial construction must be completed and a certificate of occupancy received within a twelve-month period.

(a) Waiver of Water Impact Fees for Commercial Entities: To encourage new business and the expansion of existing businesses, the business must create a minimum of five jobs to employ five full-time employees in the City of Milford in accordance with the following criteria:

Creation of 5—9 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (1 EDU).

Creation of 10—14 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (2 EDUs).

Creation of 15—19 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (3 EDUs).

Creation of 20—24 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (4 EDUs).

Creation of 25+ new jobs to last at least 3 years: Exemption of Impact Fee Waiver (5 EDUs).

(b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.

(c) Annual certification to assure the commercial customer remains compliant with the written agreement.

(d) If the criteria is not met, the city may require the incentive to be repaid in full, or in part, as provided in the written agreement.

(2) Any commercial structure that does not receive a certificate of occupancy in accordance with §222-31.I.(1) shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

[Ord. No. 2010-9, § 1, 5-24-2010; Ord. No. 2010-18, §§ 1, 2, 11-8-2010; Ord. No. 2011-17, §§ 1, 2, 6-27-2011; Ord. No. 2012-20, §§ 1, 2, 9-10-2012; Ord. No. 2013-11, §§ 1, 2, 11-25-2013; Ord. No. 2014-04, §§ 1, 2, 3-10-2014]

§ 222-32. - Wells.

A. Except as provided in this section, no person shall install, construct, develop, maintain, or use any type of well within the City limits and/or the area served by the City's water system.

B. Upon the issuance of a permit by the City, the following types of wells are allowed to be installed, constructed, developed, maintained and used within the City limits and/or the area served by the City's water system.

(1) Any well lawfully in existence at the time of enactment of this section, provided, however, the size of such wells shall not be expanded.

(2) Agricultural wells on properties of three or more acres. (The intended use of agricultural wells in the City of Milford is for irrigation of open space, public grounds, school grounds, parks and recreational playing fields.)

(3) Domestic wells when the property is not located within 200 feet of the City's water system.

(4) Heat pump wells are permitted for the conservation of natural resources and energy.

(5) Dewatering, observation, monitoring and test wells are permitted in accordance with State regulations.

[2010-20, § 1, 12-28-2010; Ord. No. 2012-13, 8-27-2012]

NOTICE OF PUBLIC HEARINGS

CITY COUNCIL PUBLIC HEARING: NOVEMBER 23, 2015

A FINAL PUBLIC HEARING is scheduled on Monday, November 23, 2015 at 7:00 p.m. before Milford City Council. Following the hearing, the ordinance may be adopted, with or without amendments.

ORDINANCE 2015-23
CODE OF THE CITY OF MILFORD
PART II-GENERAL LEGISLATION
CHAPTER 222-WATER

WHEREAS, the Water Department is in need of updating its word definitions in order to remain relevant; and

WHEREAS, the requirements of a Public Works Agreement and Aid-in-Construction should be outlined in the Code of the City of Milford.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. §222-3 – Definitions is hereby amended as follows:

CITY--- The City of Milford, Delaware with administrative offices at 201 South Walnut Street.

CITY OF MILFORD – The group of elected officials acting as governing body for the City.

CORE INFRASTRUCTURE--- The core infrastructure includes the main and system valves.

Section 2. §222-27 - Main Extensions is hereby amended and renumbered/relettered as follows:

§222-27 - Main extensions; **Public Works Agreement and Aid-in-Construction**

- A. ~~When any applicant requests water service requiring a main extension, as determined by the City, he shall submit a main extension application and shall enter into a main extension agreement with the City.~~ **Property owner(s) and/or developer(s) proposing to submit for a Major Subdivision or Site Plan approval shall first submit a Utility Feasibility Study request to the City. Cost for the feasibility study shall be paid for by the applicant or applicants. The Utility Feasibility Study will be performed by the City and the results of the study used as the basis for defining the water service area(s) and associated core infrastructure improvements necessary to serve the development(s).**
- B. ~~Main extensions shall consist of any new main, including mains lying wholly within a new development.~~ **If one or more property owner(s) or developer(s) proposes a new development with an average daily flow of 2,500 gpd (10 EDU's) or more, to connect to the City's water infrastructure, but the infrastructure is not sized to handle both the average and peak daily flows (average daily flow multiplied by a peaking factor of 2.0 to 3.5, depending on the size of the system) from the existing users of the water service area and the proposed**

new development, the developer shall perform one of the following in addition to the payment of the impact fees and entering into a Development Agreement:

- (1) If a single property owner/developer: Construct the necessary improvements to accommodate the existing users and the new proposed development as defined by the Utility Feasibility Study, prior to connecting to the City's system. All work shall be performed in accordance with City of Milford Standards and Specifications; or
- (2) If multiple property owners or developers; Sign a Public Works Agreement with the City as further described in Section 222-27 Paragraph C.

C. ~~All costs associated with a main extension project, including legal, engineering, construction, inspection and administrative, shall be paid as follows:~~ **Multiple Property Owners/Developers Public Works Agreements and Aid-in-Construction.**

- ~~(1) All costs associated with main extensions shall be borne by the applicant. If more than one property is involved, the costs may be assessed based on an assessment formula to be prescribed by the City Council through a public works/utility agreement.~~
- (1) The City may undertake to extend its mains with or without application of the abutting property owners and may assess the costs of the extension against the abutting property owners based on an assessment formula to be prescribed by the City Council through a public works/utility agreement. **In a case where multiple developers and/or property owners propose to jointly utilize existing or future core infrastructure of an existing or proposed water service area at the same time, the costs of the associated improvements for each developer shall be determined based on the percentage of their contributing flow. The percentage of contributing flow for each entity shall be calculated on an Equivalent Dwelling Unit (EDU) basis. Service areas shall be defined by the City of Milford in its best interest.**

The City of Milford at its own discretion may elect to participate financially in the cost of the core infrastructure improvements. Should the City elect to participate in the project then the associated percentages for the core infrastructure between the City and each developer shall be specified in a Public Works Agreement. The City shall design, administer and inspect the project with construction of the improvements performed in a publicly bid process. An estimated cost for the design, administration and construction of the project will be prepared by the City as part of the Public Works Agreement and include a 10% contingency amount. The estimated cost to each developer and the City will be allocated in accordance with the executed Public Works Agreement with the contributions from each developer financially secured prior to execution of the Agreement by the City. Should total project costs exceed the estimated project cost plus 10% contingency then each party shall pay for the additional cost(s) on the determined percentage basis at the time the cost is incurred by the City. Should the total project cost be less than the estimated project cost plus 10% contingency then said funds shall be reimbursed to each party on the determined percentage basis.

Should the City not elect to participate in the core infrastructure improvements then the developers are free to execute the design and construction of the core infrastructure privately. A Public Works Agreement will be prepared by the City to define the required improvements and determine the percentage contribution by each party. All

work shall be performed in accordance with City of Milford Standards and Specifications and the developers will be responsible for all City costs to prepare the Public Works Agreement and perform all plan reviews, project coordination and inspections associated with the project.

- (2) ~~The City may undertake to extend its mains with or without application of the abutting property owners and may assess the costs of the extension against the abutting property owners based on an assessment formula to be prescribed by the City Council through a public works/utility agreement.~~ In a case where multiple developers and/or property owners propose to jointly utilize existing or future core infrastructure of an existing or proposed water service area at different times, the costs of the associated improvements for each developer shall be determined based on the percentage of their contributing flow. The percentage of contributing flow for each entity shall be calculated on an equivalent dwelling unit (EDU) basis. Water service areas shall be defined by the City of Milford in its best interest.

The City of Milford at its own discretion may elect to participate in the cost of infrastructure upgrades to accommodate future developers who are not either ready or unwilling to immediately move forward with the development of their property within the water service area. The City shall contact each property owner within the City defined water service area to determine whether or not they would like to participate financially in the service area core infrastructure improvements. The properties within the service area shall then be defined as immediate participants (those properties interested in contributing immediately in the core infrastructure improvements) and future participants (those properties in the water service area not interested in immediately contributing in the core infrastructure). The City shall then decide whether or not they will participate in carrying the cost for said future participants in the form of Aid in Construction.

Should the City not elect to participate in the core infrastructure improvements then the immediate developers are free to execute the design and construction of the core infrastructure privately. The core infrastructure would then be sized to accommodate only the improvements necessary to meet the needs of the immediate participants. A Public Works Agreement will be prepared by the City to define the required improvements and determine the percentage contribution by each party. All work shall be performed in accordance with City of Milford Standards and Specifications. The developers will be responsible for all City costs to prepare the Public Works Agreement and perform all plan reviews, project coordination and inspections associated with the project.

Should the City decide to participate in the project and construction of the core infrastructure, then the City will prepare a Public Works Agreement to define each immediate and future developer/property participant to be included within the water service area. The City shall design, administer and inspect the project with construction of the improvements performed in a publicly bid process. An estimated cost for the design, administration and construction of the project will be prepared by the City as part of the Public Works Agreement and include a 10% contingency amount. The estimated cost to each developer/property owner will be allocated in accordance with the executed Public Works Agreement with the contributions from each immediate

developer financially secured prior to execution of the Agreement by the City. Should total project costs exceed the estimated project cost plus 10% contingency then each immediate developer shall pay for the additional cost(s) on the determined percentage basis at the time the cost is incurred by the City. Should the total project cost be less than the estimated project cost plus 10% contingency then said funds shall be reimbursed to each immediate developer on the determined percentage basis.

If not defined by the future participant property owner, flow determinations for each future property included within the water service area shall be defined based on the maximum allowable density of the existing zoning at the time of the Agreement, or as determined practical by the City. Should the property be up zoned and/or future development exceeds the number of EDU's allocated to the property then said future participant or developer shall be responsible for all upgrades necessary to accommodate the increase.

The immediate developer(s) and the City shall pay for the improvements on the percentage basis as defined in the Public Works Agreement. The City shall however be reimbursed for capital outlays plus interest by future participants/developer(s) for properties initially carried by the City as Aid in Construction. The Aid in Construction reimbursement to the City shall be based on the percentage of flow that each property defined as future will contribute to the core infrastructure up to the number of EDU's defined for said property in the Public Works Agreement. Aid in Construction costs allocated to future developer(s) shall be reimbursed to the City prior to plot plan recordation or commercial site plan approval, whichever applies.

- (3) The City Council has the right to modify, amend or waive any or all of the provisions contained in Subsection C(1) and C(2) above.
- (4) No public funds will be utilized for any extension outside the City limits. Costs will be borne exclusively by the developer(s).

~~E.—The applicant shall submit complete plans of the proposed main extension, showing in detail the locations and sizes of proposed water mains and related facilities. With the submission of plans, the City may require an amount to be deposited for project expenses. The initial deposit amount shall be estimated at \$100 per residential unit, up to a maximum of \$1,500. Unspent deposit funds will be returned to the applicant without interest after project completion. Project expenses in excess of deposited funds will be invoiced to and shall be paid by the applicant prior to receipt of water service. The City shall not be obligated to grant refunds, other than unexpended deposits, although it reserves the right to do so.~~

Section 3. Dates

City Council Introduction: November 9, 2015

City Council Public Hearing: November 23, 2015

Adoption: November 23, 2015

Effective: December 3, 2015

This ordinance shall take effect and be in force ten days after its adoption.

For additional information, please contact Rob Pierce either by email at rpierce@milford-de.gov or by calling 302.424.3712.

Advertised: Beacon 10/14/15

City of Milford



PROCLAMATION 2015-25

DECLARING THE MONTH OF NOVEMBER "PANCREATIC CANCER AWARENESS MONTH"

WHEREAS in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020;

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just seven percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years;

WHEREAS approximately 140 deaths will occur in Delaware in 2015;

WHEREAS pancreatic cancer is the 7th most common cause of cancer-related death in men and women across the world;

WHEREAS there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015;

WHEREAS the good health and well-being of the residents of Milford are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, BE IT RESOLVED, that I, Bryan W. Shupe, Mayor of the City of Milford, by virtue of the authority vested in me as Mayor of the City of Milford, do hereby proclaim the month of November 2015 as "Pancreatic Cancer Month" in the City of Milford.

Mayor Bryan Shupe

Attest:

City Clerk

Adopted: November 23, 2015

Milford Community Center

milfordmcccommunitycenter@gmail.com

www.milfordmcccommunitycenter.com

105 NE Front Street

Milford, DE 19963

(302) 725-0770 (O)

(302) 725-0603 (F)

Code Purple – 2015/2016

To Whom It May Concern:

The winter will be soon upon us. There are women and children who are homeless and need a place to sleep out of the cold.

Code Purple shelters are the answer. These shelters open their doors for the night when the temperature is 32 degrees or below. At these shelters the homeless are provided a place that is warm, a dinner, breakfast, fellowship and resource information.

The meals are provided by volunteers as are all of the products that are needed to run the shelter – bottled water, paper goods, soap, laundry detergent, toiletries, blankets, sheets, pillows.

In Milford, last year, the Code Purple Shelter held at the Milford Community Center, helped over 61 women and children. This year we expect our numbers to increase. We are asking for your support.

Any and all donations would be greatly appreciated. We are asking, in particular, for bottled water. This is a necessity for the homeless to be able to carry with them as they travel to their next destination.

Please know you will have the heartfelt appreciation of the Code Purple Team for any and all donations made to this wonderful ministry.

For your donation no goods or services were exchanged. This letter can be used for your tax purposes.

Thank you for your consideration and generosity.

Richie Portalatin, Lisa Davis, Dorothy Vuono, Katrina Wilson, Martina Duffy - Code Purple Team for Milford.



2015 Solid Waste Schedule

Gold Route - Monday Trash Customers

Maroon Route - Tuesday/Friday Trash Customers

JANUARY						
S	M	T	W	T	F	S
			31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	

- City Holiday - Offices Closed
- City Offices Closed - Trash Collection on schedule
- Recycle Route (Monday Trash Customers)
- Recycle Route (Tuesday/Friday Trash Customers)
- Yard Waste (Gold Route)
- Yard Waste (Maroon Route)

NO BULK PICK-UPS ON HOLIDAY WEEKS
FOR QUESTIONS, PLEASE CALL
CUSTOMER SERVICE AT (302)422-6616, Opt 2.

HOLIDAY PICK-UP SCHEDULE

New Years Holiday: (NO YARD WASTE/LEAVES)
 Thursday, January 1st recycling will be collected in advance on Wednesday, December 31st; (Maroon)
 Friday, January 2nd trash collection will run as scheduled.

Martin Luther King Day:
 Monday, January 19th trash collection will run as scheduled.

President's Day:
 Monday, February 16th trash collection will run as scheduled.

Good Friday:
 Friday, April 3rd trash collection will run as scheduled.

Memorial Day:
 Monday, May 25th and Tuesday, May 26th trash collections will run one day late.

July 4th Holiday OBSERVED July 3rd:
 Friday, July 3rd trash will be collected in advance on Thursday, July 2nd.
 Thursday, July 2nd recycling collection will run as scheduled;

Labor Day:
 Monday, September 7th and Tuesday, September 8th trash collections will run one day late.

Veterans Day:
 Wednesday, November 11th yard waste will run as scheduled. (Gold Route)

Thanksgiving Holiday: (NO YARD WASTE/LEAVES)
 Thursday, November 26th recycling will run one day late and will be collected Friday, November 27th;
 Recycling (Gold Route)
 Friday, November 27th trash collection will run as scheduled.

Christmas Holiday: (NO YARD WASTE/LEAVES)
 Thursday, December 24th recycling collection will run as scheduled; (Gold Route)
 Friday, December 25th trash will be collected in advance on Thursday, December 24th.

2016 New Year Holiday: (NO YARD WASTE/LEAVES)
 Friday, January 1st (2016) trash will be collected in advance on Thursday December 31st.

HELPFUL INFORMATION & REMINDERS

- City containers must be placed out by the curb no later than 7:00 a.m. on your collection day.
- Items **EXCLUDED** from solid waste collection are tree stumps, rocks, dirt, sod, bricks, tires, iron, paint, construction materials, automobile batteries, propane tanks and other items restricted by the landfill.
- Personal containers **PROHIBITED**. No Trash, Yard Waste or Recycling will be removed from any container not issued by the city except during spring and fall cleanup weeks.
- No special pickups will be scheduled during any holiday week throughout the year. Yard waste/leaf vacuum or bulk pickups will not be collected the week in which the Thanksgiving, Christmas and New Year holidays fall.
- Resident who do not adhere to these rules will be subject to a fine in accordance with the City of Milford Solid Waste Management Code (Chapter 193).

BULK SERVICE

- Bulk rates have increased from \$5 to \$10 per each large item. A minimum fee of \$10 will be charged for a scheduled pickup. Bulk trash is defined as "large items" and/or "excessive non-household trash in bags or boxes".
- Residents must call **Customer Service at 302-422-6616, Option 2** to schedule a pickup. Bulk items will not be removed if a pickup is not scheduled with Customer Service. For excess trash removal, a sliding fee scale applies. Please visit our website at www.cityofmilford.com for fees or call the Customer Service Department for an approximate cost. Bulk charges will be added to your utility bill. ***Bulk is considered a "Special Pickup"***.

RECYCLING SERVICE

- Recycling is offered every other Thursday; routes coincide with the customer's regular trash collection day:
- **GOLD ROUTE** – Monday Trash Customers **MAROON ROUTE** – Tuesday/Friday Trash Customers.
- Please visit www.cityofmilford.com or www.dswa.com if you have any questions about what is acceptable/unacceptable for recycling. Customers may also call Customer Service.

YARD WASTE SERVICE

- Yard Waste is offered every other Wednesday (same week as recycling--**see route schedule on reverse**).
-  - Gold Route Yard Waste  - Maroon Route Yard Waste
- Yard Waste piles and limbs outside of the city-issued container will not be removed and are the responsibility of the homeowner as stated in the City's Solid Waste Management Code. Alternative places to take excess yard waste: **Blessings Greenhouse 302-684-8990 or DSWA Milford Transfer Station 302-424-2968.**
- Yard Waste may only be placed in a city-issued yard waste container (no exceptions).
- Mixing of yard waste and household trash and/or recycling is strictly prohibited.
- An additional yard waste container is available for a one-time fee; this charge will be added to your utility account.

LEAF VACUUM SERVICE

The leaf vacuum will operate from November thru January. Leaves shall be placed curbside by 7:00 a.m. on your regular collection day (**see below**). It is illegal to place leaves in the street.

MAROON ROUTE – Monday**

GOLD ROUTE – Thursday

***Due to the number of customers and one leaf vacuum, each area could take several days to collect. Collection is subject to weather conditions and demand. Please be patient as our crews are working hard to provide this valuable service to the residents in the City of Milford.**

PLEASE CALL CUSTOMER SERVICE AT 302-422-6616 Option 2 FOR ADDITIONAL INFORMATION.

Thanksgiving Holiday Schedule

City offices will be closed on Thursday, November 26th and Friday, November 27th. Trash trucks will be out on Friday, November 27th. The collection schedule will be as follows:

- Thursday, November 26th recycling will be picked up on Friday, November 27th. (Gold)
- Friday, November 27th trash will be on regular schedule.
- NO yard waste/leaves will be collected during this week.
- NO bulk pickups during this holiday week.



Christmas & New Year's Holiday Schedule

City offices will be closed on December 24th, December 25th and January 1st. Trash Trucks will be out on Thursday, December 24th. The trash collection schedule will be as follows:



- Thursday, December 24th recycling pickup will run as scheduled. (Gold)
- Friday, December 25th trash pickup will be picked up in advance on Thursday, December 24th.
- Friday, January 1st trash will be collected in advance on Thursday, December 31st.
- NO yard waste/leaves will be collected during these holiday weeks.
- No bulk pickups during these holiday weeks.

Please call the Customer Service Dept. with any questions at 302-422-6616.

**S.E. MILFORD SEWER UTILITY AGREEMENT
ROUTE 30 CORRIDOR**

This Route 30 Corridor Sewer Utility Public Works Agreement (“Agreement”), effectively dated as of the _____ day of _____, 2015, by and between the City of Milford, **Bayhealth Medical Center, Inc. (“O-I”)**, **CCM-Koelig, LLC (“O-II”)**, and **Wilson Contracting, Inc. / Richard K. Wilson, Sr. (“O-III”)**.

I. BASIS OF UNDERSTANDING

- A. “O-I” is the owner of tax parcel numbers 3-30-15.00-50.01, 50.11, 59.00 and 59.01 located between Elks Lodge Road and Cedar Creek Road within the City of Milford, Sussex County, Delaware and “O-I” is the equitable owner of tax parcels 3-30-15.00-058.00, 058.01, 058.03 and 058.04 located within or to be annexed into the City of Milford, Sussex County, Delaware upon which “O-I” has a planned medical campus to be occupied by up to **350** equivalent dwelling units (EDUs).
- B. “O-II” is the owner of the recorded Wickersham Subdivision, (PB 193-3) located on the north side of Johnson Road within the City of Milford in Sussex County, Delaware, upon which “O-II” has planned to construct a residential housing development to be occupied by up to **200** EDUs.
- C. “O-III” is the owner of tax parcel 3-30-15.00-50.02 located on the north side of Johnson Road within the City of Milford in Sussex County, Delaware, upon which “O-III” has proposed to construct a residential development to be occupied by up to **75** EDUs.
- D. “O-IV” is the City of Milford who has agreed to participate in this “Agreement” for **100** EDUs in order for the “Improvements” to be designed for future growth within the sewer basin.
- E. All tax parcels are hereinafter referred to as the “Properties”, as depicted and listed on the attached Exhibit “A” and are hereby made an integral part of the Agreement.
- F. The “Properties” are located within a sewer basin, created by the City of Milford in accordance with Municipal Code and reviewed and concurred by “O-I” through “O-III.
- H. The “Properties” are currently undeveloped from a sewer demand perspective.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

II. DESIGN & CONSTRUCTION

- A. The parties hereto desire that City of Milford design and install a pumping station, force main and sanitary sewer gravity piping (the “Improvements”) of appropriate size and depth to service and benefit the development of the “Properties”. The “Improvements” for the entire basin to be constructed by City of Milford shall be routed in the general locations shown on Exhibit “A” and are further generally described as follows:

1. Construction of the Southeast Regional Sewage Pump Station, associated force main, and gravity road crossing at Route 30 (Cedar Creek Road).
2. As applicable, “O-I” through “O-III” shall each grant to the City of Milford easements for the construction and maintenance of the “Improvements” (“Easement Areas”), to be constructed through this “Agreement”, along with easements for construction and maintenance of future proposed water, sewer and electric infrastructure as shown on Exhibit “A” as “proposed” or “existing” “utility easements.” As applicable to service their respective property, O-I through O-III shall be granted construction easements for the construction of future proposed water, sewer and electric infrastructure as shown on Exhibit “A” as “proposed” or “existing” “utility easements.”
3. “O-I” through “O-III” shall be solely responsible for their costs for designing and constructing the gravity sewer system extending from the limits of “Improvements” to their respective properties and located on their properties.
4. The cost of designing, permitting, and installing the “Improvements” shall be calculated based on the actual costs incurred by the City of Milford. It shall be allocated among and paid by the parties based on the resulting flow as a percentage of the total flow contributing to the sewer basin as more specifically set forth below.
5. The “achievable” number of EDUs shall be based on estimates provided by each Owner and/or the recorded subdivision number of units.

III. DESIGN & INSTALLATION OF S.E. AREA IMPROVEMENTS

- A. The City of Milford shall be solely responsible for designing and installing the “Improvements”. The City of Milford shall be the contracting party on design as well as construction contracts and shall cause the “Improvements” to be designed and constructed within two (2) years, starting from the date when the “Agreement” is adopted by City Council.
- B. The City of Milford covenants that construction of the “Improvements” shall be done (i) in a good and workmanlike manner using materials of good quality, (ii) in accordance with all applicable laws, codes, regulations and ordinances, (iii) pursuant to duly issued permits, (iv) without reasonable interference as determined by the City of Milford, with “O-I” through “O-III” use of their respective properties, and (v) without cost to “O-I” through “O-III” except to the extent provided below.
- C. All contracts entered into by the City of Milford for the “Improvements” shall be performed in accordance with City of Milford procurement policies.
- D. The City of Milford’s obligation to install and construct the “Improvements” upon the “Properties” shall be secured by “O-I” through “O-III” as further defined in section IV of this agreement.

IV. PAYMENT OF PROJECT COSTS

- A. The parties acknowledge that the estimated cost for design, contract administration, and construction including a ten percent (10%) contingency (collectively, the “Project Costs”) of the Improvements is One Million Eighty-five Thousand Five Hundred Seventy-six Dollars (\$1,085,576.00) (see Exhibit “B”). The parties acknowledge that the final amount will vary based on actual costs of the “Improvements.”
- B. The “Project Costs” shall be allocated in the following manner:
1. Forty-eight and 28/100 percent (48.28%) to “O-I”
 2. Twenty-seven and 59/100 percent (27.59%) to “O-II”
 3. Ten and 34/100 percent (10.34%) to “O-III”
 4. Thirteen and 79/100 percent (13.79%) to “O-IV”
- C. Within twenty (20) business days of execution of this Agreement by all parties “O-I” through “O-III” shall make payment to the City of their percentage of the “Project Costs”. Said money shall be placed in a non-interest bearing escrow account and be drawn upon by the City as project expenditures are incurred. Any escrow funds not used shall be returned to “O-I” through “O-III” in accordance with the above percentages. Should there be insufficient funds in the escrow account to complete the project the City will assess each party their appropriate percentage of the shortfall. Each party shall have twenty (20) business days to make said shortfall payment.
- D. If payment of the insufficient funds is not received within 30 days, then the parties to this agreement agree that a lien shall be placed on the respective property and said lien may be enforced at the option of the City of Milford. A default by one or more of the parties will not result in any additional expenses to the remaining parties and will not disrupt or delay the completion of the “Improvements”.

V. MAINTENANCE & EASEMENTS

- A. City of Milford shall be responsible for maintaining the “Improvements” in good operating condition and repair and in accordance with all applicable laws, codes, regulations and ordinances and shall be solely responsible for the payment of all operating, maintenance, repair and replacement costs associated with the “Improvements.” “O-I” through “O-III” shall be responsible for maintaining their respective property improvements in good operating condition and repair and each shall be solely responsible for the payment of all operating, maintenance, repair and replacement costs associated with their respective property improvements until final acceptance by the City of Milford at which time the maintenance responsibility for all property improvements in public right-of-ways and dedicated easements transfers to City of Milford.

VI. IMPACT FEES & SEWER SERVICE CHARGES

- A. The City of Milford requires, prior to issuance of a certificate of occupancy, in accordance with the City of Milford Code, payment of both the County and City Sewer Impact Fees, and all other

fees and charges associated with connection into the City’s Sewer System, whether now existing or hereinafter enacted, however denominated, other than for actual usage of service.

- B. With the execution of this agreement “O-I through “O’III” shall be guaranteed now and in the future the number of EDU’s outlined in section I. Additionally, the parties will not be responsible for future improvements to the proposed pump station and force main, nor will they be responsible for any future downstream improvements provided the number of EDU’s committed to by each party is not exceeded as part of their property development.
- C. Any property not participating in this “Agreement”, or any increase in the number of EDUs for the “Properties” beyond the stated amounts in this “Agreement”, will be assessed an Aid-in-Construction fee in accordance with City Code, Chapter 185 and may also be subject to costs of future area wide improvements. The Aid-in-Construction shall be used to reimburse the “O-IV” for its portion of the “Project Costs” incurred. The Aid-in-Construction fee shall be subject to interest at the same rate used within Chapter 185 of the City Code for annual City sewer impact fee increases.
- D. The City of Milford covenants that it shall charge “O-I” through “O-III” for sanitary sewer service at the rates established by the City of Milford in force and effect for the “Properties” at the time of connection.

VII. DEFAULT & REMEDIES

- A. The parties shall have the benefits of all rights and remedies provided by law or in equity upon a default under this Agreement. If any party is required to enforce its rights in a court of law or in a court of equity, all reasonable cost in doing so may be recovered.

VIII. MISCELLANEOUS

- A. Nothing contained in this “Agreement” is intended to be construed to impose liability on any party for the conduct or acts of any other party, nor shall anything in this “Agreement” be construed as creating a joint venture, partnership or other relationship among any of the parties.
- B. This “Agreement” shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The failure of any party to this “Agreement” to perform pursuant to the terms hereof shall not relieve any other party of its obligation to perform under the terms of this “Agreement.” All holders (now or hereafter) of any interest in all or any portion of the “Properties” are intended third party beneficiaries of this “Agreement.”
- C. No delay or omission by any party to exercise any right or power accruing upon any non-compliance or failure of performance by any other party of the provisions of this “Agreement” shall impair any such right or power or be construed to be a waiver thereof. This “Agreement” cannot be modified, supplemented or altered in any respect except by a writing signed by the parties hereto, or their respective successors or assigns.
- D. Time wherever specified herein for satisfaction of conditions or performance of obligations is of the essence of this “Agreement.”

- E. This “Agreement” shall be governed by, and construed under, the laws of the State of Delaware. If any term or provision of this “Agreement” or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this “Agreement”, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this “Agreement” shall be valid and enforceable to the fullest extent permitted by law.

- F. This “Agreement” contains the entire agreement among the parties hereto and supersedes all prior or contemporaneous oral and written agreements and practices.

IN WITNESS WHEREOF, each of the parties hereto has caused this “Agreement” to be executed.

Signed, Sealed and Delivered
In the Presence of:

CITY OF MILFORD

BY: _____
Mayor Bryan W. Shupe

PROPERTIES: (O-I) BAYHEALTH MEDICAL CENTER, INC.

BY OWNER: _____
Terence M. Murphy, President and CEO

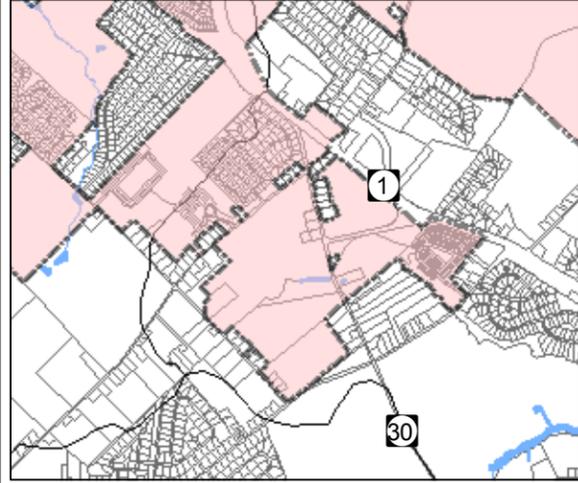
PROPERTY: (O-II) CCM-KOELIG, LLC

BY OWNER: _____
Gary Farrar, Member

PROPERTY: (O-III) WILSON CONTRACTING, INC. / RICHARD K. WILSON, SR.

BY OWNER: _____
David R. Wilson, President

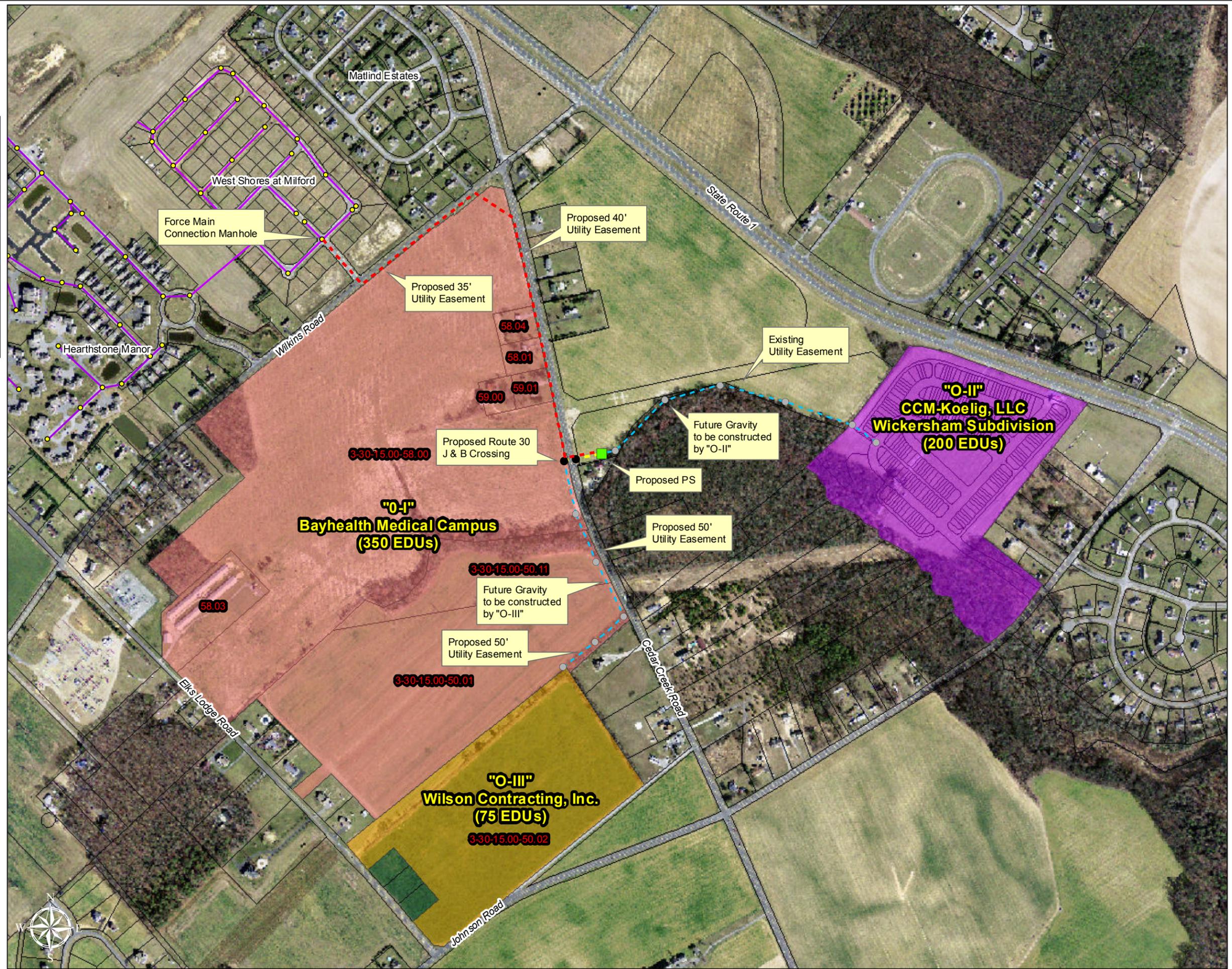
BY OWNER: _____
Richard K. Wilson, Sr.



**Route 30 Corridor
Public Works Agreement
Sanitary Sewer Core Infrastructure
Exhibit "A"**

- Bayhealth Medical Campus
- CCM-Koelig, LLC
- Wilson Contracting, Inc.
- Proposed Pump Station
- Proposed Force Main
- Proposed Manhole
- Future Manhole
- Future Gravity
- Proposed Gravity
- Existing Manhole
- Existing Gravity

0 600 1,200 Feet



**SOUTHEAST MILFORD SEWER EXTENSION
PRELIMINARY COST ESTIMATE - EXHIBIT "B"
June 25, 2015**

DESCRIPTION	QUAN	U/M	UNIT	TOTAL
SOUTHEAST MILFORD PUMP STATION				
New 185 GPM Sewage Pump Station w/ 10' Diameter Wet well, Muffin Monster & Gen.	1	LS	\$380,000.00	\$380,000.00
6" PVC Forcemain	3,500	LF	\$35.00	\$122,500.00
Air Release Manholes	3	EA	\$4,500.00	\$13,500.00
Jack & Bore under Wilkins Road & Route 30	160	LF	\$280.00	\$44,800.00
Connect Forcemain to Existing Manhole	1	LS	\$5,000.00	\$5,000.00
Misc. Site Work, Entrance, Access Road, Fencing, Restoration & Traffic Control	1	LS	\$65,000.00	\$65,000.00
			Construction Subtotal	\$630,800.00
ROUTE 30 CROSSING				
12 Inch Gravity Sewer	200	LF	\$110.00	\$22,000.00
Bore & Jack Under DelDOT Route 30	80	LF	\$450.00	\$36,000.00
Sewer Manholes	3	EA	\$3,800.00	\$11,400.00
Misc. Site Work, Restoration & Traffic Control	1	LS	\$20,000.00	\$20,000.00
			Construction Subtotal	\$89,400.00
			TOTAL CONSTRUCTION ESTIMATE	\$720,200.00
			3% Contractor Mobilization	\$21,606.00
			10% Contingency	\$72,020.00
			Pump Station Easement (Hall Property) (portion)	\$3,500.00
			Downstream Force Main Improvements	\$153,018.00
			Survey, Final Design, Permitting, C.A. and Inspection Est.	\$115,232.00
			Total Project Estimate	\$1,085,576.00

*Michael R. Wigley, AIA, LEED AP
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Gerald G. Friedel, P.E.*

November 18, 2015

City of Milford
201 S. Walnut Street
P.O. Box 159
Milford, Delaware 19963

Attn: Mr. Jeff Portmann
City Manager

RE: **PROPOSAL**
S.E. Milford Sewage Pump Station
Milford, Delaware
DBF # P0052A15.012

Dear Jeff

Davis, Bowen & Friedel, Inc. is pleased to submit this proposal for providing Survey, Design, Bidding and Construction Phase services for the above-referenced project. Based on the preliminary evaluations already completed, we understand this project shall consist of design of a new regional sewage pump station, associated forcemain and stub gravity sewer system to serve the proposed developments along the Route 30 corridor. The new pump station will be design to handle 725 EDU's as outlined in the S.E. Milford Sewer Utility Agreement, with the wet well upsized to accommodate possible future pump station expansion.

The new regional pump station will be located on the east side of Route 30 just south of the new Route 1 southbound access ramp. The associated 6 inch sewage force main shall extend from the pump station under Route 30 and then north along the west side of Route 30, and west along Wilkins Road where it will cross under Wilkins Road near the entrance to the West Shores development. The new forcemain will connect to the City's existing gravity sewer located within West Shores. Total length of the forcemain is approximately 3,500 feet. As part of the project we will also design gravity sewer stubs to accommodate future extension of the gravity collection system to serve the Wickersham residential development to the east and the new Bayhealth Medical Center to the west.

A description of our proposed scope of services and associated lump sum fees for each portion of the work is as follows.

A. SURVEY SERVICES

Using the existing aerial topographic survey information previously obtained by the City, our office will perform the field and office work necessary to define existing rights-of-way, locate existing underground and overhead utilities, and obtain additional supplemental topographic survey information as needed to design the new regional pump station and associated appurtenances. The following fee assumes that Bayhealth Medical will provide us with their property boundary information as well as the utility easements needed to design and construct the project forcemain.

Lump Sum Fee: \$4,800.00

B. SEWER SYSTEM DESIGN AND PERMITTING

Utilizing the above survey information, our office will prepare the project construction documents and obtain construction permits for the pump station, force main, and gravity sewer system work as described in the introductory section of this proposal. This work shall include:

- Preparation of plans and details for the proposed pump station including pump station wet well, valve vault, emergency bypass connection, pumps, guiderails, piping and valving, flow meter and meter vault, electrical service and controls, emergency generator, muffin monster, and site and demolition work as necessary to construct a complete pump station in accordance with the latest City of Milford design standards. Electrical control panel will also include sufficient space for installation of the City supplied SCADA system controls.
- Coordination with a geotechnical sub-consultant to perform the necessary soil borings for design of the regional pump station and deep Route 30 gravity sewer crossing, including survey stakeout work to field locate the soil borings. (*Please note the following fee only includes our coordination and soil boring stakeout services and does not include the cost for performance of the geotechnical services.*)
- Preparation of preliminary force main alignment documents for review by the City, Bayhealth, and DelDOT, to discuss the proposed alignment and determine the need for additional construction easements, if necessary.
- Preparation of pre-final design documents consisting of construction drawings, contract documents and specifications, including a meeting with the City to review prior to sending out for construction permitting.

- Preparation of submittals to DeIDOT, City of Milford, Sussex Conservation District, DNREC, and other agencies as necessary to obtain construction permits. *(Please note that the City of Milford will be responsible for any fees associated with agency submittals.)*
- Address agency comments and resubmit for obtaining final plan approval.

Lump Sum Fee: \$51,900.00

C. BID PROCUREMENT SERVICES

After receiving the necessary approvals, we shall publicly solicit for bids, produce and distribute construction specifications and drawings, schedule and oversee a pre-bid meeting and site visit for the contract. We will also answer contractor questions during the advertisement period, attend the bid opening, review bids received, prepare a bid tabulation, and recommend approval of the lowest, responsible bidder to the Mayor and Council for award of the construction contract.

Lump Sum Fee: \$ 5,600.00

D. CONTRACT ADMINISTRATION SERVICES

Davis, Bowen & Friedel, Inc. will assist the City of Milford with contract administration services on the project during the project construction phase. Our services shall include:

- Attendance at the pre-construction meeting between the Contractor, Sub-contractors and the City.
- Conducting monthly progress meetings and issuing meeting minutes.
- Review of submittals, partial payment estimates and contractor change orders.
- Prepare punch list inspection report.
- Arrange and perform final project inspection.
- Assist the City with the preparation and processing of contract closeout documents.

The following estimated fee is based on providing contract administration services as needed over the anticipated four (4) month construction period.

Lump Sum Fee: \$27,500.00

E. RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

Our office will provide a part-time Resident Project Representative (RPR) during the course of the construction contract. The RPR would represent both the Engineer and the City on-site, monitor construction activities, and ensure conformance with the contract documents. The RPR shall also prepare and submit daily field reports on the progress of the construction activities for the days on which construction inspection is provided. A final project inspection shall be arranged and performed by our office. The following estimated fee for providing RPR services is based upon an average of eighteen (18) hours per week for the anticipated four month construction period.

Estimated Fee: \$25,400.00

(Please note that the above fee is only an estimate and this fee will vary depending on the actual number of hours needed to oversee the project.)

F. EXCLUDED SERVICES

Excluded from our above scope of services is work associated with the following services. If required, this work can be performed on a unit price basis or under a separate proposal to the City of Milford

- Wetlands Delineation and Permitting
- Archaeological Surveys and Permitting
- Phase 1 or 2 Environmental Assessments or Permitting
- Easement Acquisition Services and Coordination and Preparation of Easement Plats
- Construction Administration Services beyond the anticipated 4 month Construction Period
- Construction Survey Services
- RPR Services beyond the anticipated 4 month Construction Period
- As-Built Surveys or Plan Preparation
- Application and Permit Fees
- Geotechnical Services
- Financial Administration Services
- Reimbursable Expenses

We will invoice monthly, during the last week of the month, based on the percentage of work completed during the previous month for lump sum items and for the actual amount of work performed for estimated fee items. Additional services beyond the above scope as authorized by

Mr. Jeff Portmann
City of Milford
November 18, 2015
Page 5

you will be billed on a unit price basis in accordance with the attached Schedule of Rates No. 46. Payment shall be in accordance with our attached rate schedule.

Should you find this proposal acceptable, please execute below and return one copy for our files. Receipt of the signed copy will be considered our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we appreciate the opportunity to offer our services and look forward to working with the City on this project. Should you have any questions or need additional information, please call.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Randy B. Duplechain, P.E.
Principal

Enc.

ACCEPTED BY:

Signature

Date

Printed Name

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 46
 Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



November 11, 2015

City of Milford
201 South Walnut Street
Milford, Delaware 19934

Attn: Mr. Jeff Portmann
City Manager

RE: **Change Order Request**
Washington Street Elevated Storage Tank Repairs
DBF #0052A160

*Michael R. Wigley, AIA, LEED AP
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS
W. Zachary Crouch, P.E.
Michael E. Wheelleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.*

Gerald G. Friedel, P.E.

Dear Jeff:

We have received the attached proposal from Southern Corrosion, Inc., in the amount of \$36,526.00 for necessary repairs to the Washington Street Elevated Storage Tank. This work is to be performed in conjunction with Southern Corrosion's contracted tank maintenance work scheduled for the spring of 2016 and includes:

- Removal of the existing underground tank overflow line and its relocation to one of the legs of the tank.
- Below grade piping modifications and installation of a spool piece to accommodate a new tank pressure transducer for use with the new water treatment facility.
- Removal of the existing steel below grade vault access hatch and replacement with a new water tight aluminum hatch.
- Cleaning and painting all piping in the below grade vault.

We have reviewed this proposal and find it to be in order and therefore recommend approval of this work as a change order to Southern Corrosion's existing 10 year tank maintenance contract with the City. Should you have any questions or need additional information please let me know.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Randy B. Duplechain, P.E.
Principal



738 Thelma Road Roanoke Rapids, NC 27870
Phone: (800) 828-0876 Fax: (252) 535-3215
www.tankcare.net

PROPOSAL

Date: 10/15/15

Proposed Submitted To:

Project & Job Location:

City of Milford, DE

Washington Street Elevated Water Storage Tank

Southern Corrosion Inc. agrees to provide all the labor, equipment, and materials needed to complete the following:

- 1) Modify existing overflow piping and install welded base elbow to direct discharge through side of tank riser. Extend overflow to just outside of vault, install uni-flange flange adapter and relocate flapper valve from existing overflow. Seal weld two (2) plates on interior floor of riser base plate. Prep and paint to match interior of tank.
- 2) Remove existing overflow relief valve, check valve and associated piping. Install blind flange on existing base elbow in vault and tapped blind flange on overflow piping leaving vault.
- 3) Remove existing gate valve on fill/discharge line and replace with new cement-lined, flanged end spool piece with intergral boss and tap, stainless steel valves and associated fittings for future installation of pressure transmitter assembly. Length of spool piece to be determined in field. Remove existing nuts & bolts in fittings and replace with new stainless steel fasteners.
- 4) Clean existing piping remaining and prepare for painting. Prepaint all piping, fittings, etc. in vault for painting and paint with two (2) coats of Sherwin-Williams Dura-Plate 235, 4.0 – 8.0 mils dft, each coat, color: FluoroKem – Blue B65L550.
- 5) Remove and replace existing vault access hatch with new light-duty, watertight aluminum hatch with spring assist, hold-open arm and lockable handle.

Thirty Six Thousand Five Hundred Twenty Six Dollars and ----- xx/100 Total - \$36,526.00

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications quoted involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry sufficient property insurance. Southern Corrosion Inc., will supply workman's compensation insurance, general insurance, builders risk insurance, and pollution liability insurance. The procurement of any permits required by the State of Delaware or any other governmental body or agency will be the responsibility of the Owner.

Southern Corrosion Inc.

Pricing Good For: **30 Days** Payment Terms: **Net 30 days**

Acceptance of Proposal – The above price, specifications, and conditions are satisfactory and are hereby accepted. Southern Corrosion Inc. is hereby authorized to do work as specified. Please sign date below and email or fax a copy back to our office.

Authorized Signature & Title:

Print Name:

Date of Acceptance:
