

City of Milford



CITY COUNCIL AGENDA

June 8, 2015 - 7:00 P.M.

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

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Proclamation 2015-15/Garden Club Week (Previously Presented)

Proclamation 2015-16/Delaware Hospice/New Hope Program/25th Anniversary/Counselor Robin Murphy

Executive Session-

Pursuant to 29 Del. C. §10004(b)(9) Personnel Matter (Contract Issue)

Pursuant to 29 Del. C. §10004(b)(4) Strategy Sessions (Hammond Issue)

Contract Issue

Monthly Police Report

City Manager Report

Committee & Ward Reports

Communications & Correspondence

Unfinished Business

Recommended Charter Review/Powers of Elected and Appointed Officials/Mayor Shupe

Introduction/Ordinance 2015-10/City of Milford Code/Part II-General Legislation/Appendix B Electric

Status of Project Work Projects***

Approval/Public Works Position/Projects Manager & Contract

New Business

Approval/Telamon Corporation/Revised Lease Agreement

Approval/Delaware League Annual Dues

Approval/SCAT Dues

Introduction/Ordinance 2015-03/City of Milford Zoning Amendment/Chapter 230

Introduction Ordinance 2015-08/Change of Zone/Edwin M. Mow/505 Lakeview Avenue

Introduction Ordinance 2015-09/Change of Zone/Masten Medical LLC/509 Lakeview Avenue

Introduction/Ordinance 2015-11/Amending 2008 City of Milford Comprehensive Plan

Resolution 2015-04/Sewer System Improvements/Issuance of \$1.6M Bond(s)/Scheduling Public Hearing

Resolution 2015-05/Sewer System Improvements/Reimbursement of Prior Expenditure from Funds

Resolution 2015-06/DFIT (DeLea Founders Insurance Trust) Membership**

DFIT Trust Agreement**

FY 2014-2015 Budget Adjustment/Police Department/Legal Fees*

Monthly Finance Report

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.

City of Milford



PROCLAMATION 2015-15 NATIONAL GARDEN WEEK

- WHEREAS,** *Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the harvesting of the riches of their efforts; and*
- WHEREAS,** *Gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and*
- WHEREAS,** *Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and*
- WHEREAS,** *Gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and*
- WHEREAS,** *Gardening furnishes a challenging and productive activity for many citizens, for those just learning as well as those having years of experience; and*
- WHEREAS,** *Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of life and teaches that rewards come from diligent efforts; and*
- WHEREAS,** *Gardening enables members of Garden Clubs across the nation and the world to serve others in the communities in which they reside and work.*

NOW, THEREFORE, BE IT RESOLVED, *in an effort to acknowledge the importance of Gardening and the numerous contributions of gardeners, I, Bryan W. Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, do hereby proclaim the week beginning June 7, 2015 as*

***** NATIONAL GARDEN WEEK *****

in the City of Milford and encourage all citizens to recognize and thank this generous organization for their service and dedication to our community.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this Fourth day of June in the Year of our Lord Two Thousand and Fifteen.*

Mayor Bryan W. Shupe

Attest _____
City Clerk Teresa K. Hudson

City of Milford



PROCLAMATION 2015-16

DELAWARE HOSPICE NEW HOPE PROGRAM'S 25TH ANNIVERSARY

- WHEREAS,** *In 1990, New Hope was established by Delaware Hospice as a free program to serve children and teens during their time of grief;*
- WHEREAS,** *The New Hope program is based on the belief that children can be supported in the process of grief reconciliation if they are provided with opportunities to express their feelings;*
- WHEREAS,** *New Hope Counselors have provided support, counseling and education to approximately 10,000 children, teens and their families through a variety of workshops, support groups, individual counseling, and a summer camp;*
- WHEREAS,** *The capstone of the program is Camp New Hope, a four-day inspiring summer day camp where these children and teenagers have opportunities to interact with other children who have also experienced loss;*
- WHEREAS,** *The camp offers group projects, counseling, individual support, education and free time to allow children to process emotions though its highlight is a special memorial service, attended by parents and family, at the conclusion of the camp, where members celebrate and honor the life of each child's loved one;*
- WHEREAS,** *It is with great honor, that the City of Milford wishes to recognize the nationally recognized New Hope Program for twenty-five years of phenomenal dedication and service;*

Now, Therefore Be It Resolved, that I, Bryan W. Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, do hereby graciously commend the

25th ANNIVERSARY OF THE DELAWARE HOSPICE'S NEW HOPE PROGRAM

and the generous support of donors and volunteers who make this free program possible.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford, in the State of Delaware to be affixed this Eighth day of June in the Year of our Lord Two Thousand and Fifteen.

Mayor Bryan W. Shupe

City Clerk Teresa K. Hudson

Milford Police Department



E. Keith Hudson
Chief of Police



400 N.E. Front Street
Milford, Delaware 19963

TO: Mayor and Members of City Council

FROM: E. Keith Hudson, Chief of Police

DATE: June 8, 2015

RE: Activity Report/May 2015

Monthly Stats:

A total of 675 arrests were made by the Milford Police Department during May 2015. Of these arrests, 184 were for criminal offenses and 491 for traffic violations. Criminal offenses consisted of 66 felonies and 118 misdemeanors. Traffic violations consisted of 214 Special Duty Radar, 12 Drunk-Driving charges, and 265 other offenses.

Police officers investigated 68 accidents during the month and issued 95 written reprimands. In addition, they responded to 1282 various complaints including city requests and other agency assistance.

Monthly Activities:

The administration met with New World representatives regarding the replacement of our CAD servers.

Pfc. Bloodsworth participated in a Positive Behavior Support Assembly at Mispillion Elementary.

Cpl Masten, Cpl Smith, and Pfc Bloodsworth all worked the Bug and Bud Festival interacting with the crowd, in addition to setting up our mobile Community Policing Unit. Our senior volunteers also participated.

Milford Senior High School FFA students coordinated a "Mock Fatal" motor vehicle collision at Milford Senior High School on April 27th. Cpl Masten assisted with the details and Cpl Smith and Pfc Bloodsworth actually participated as responding officers. Carlisle Fire Company, Sussex County EMS, and the Delaware State Police Aviation Unit were also involved. The purpose of this event is to promote awareness of the dangers of impaired driving ahead of this year's prom.

Cpl Masten has been working with all the schools throughout the Milford School District in updating information in the ERIP system as required by the Delaware Department of Homeland Security. The ERIP system is a database with emergency plans for every school in the state. It requires all plans, drills

and trainings to be logged into a system. In September of 2014, Governor Markell signed an amendment to the School Safety Act that requires two “intruder” drills and one “tabletop” exercise each school year. A “tabletop” exercise is where all needed parties in a school building sit down and work on decision making for emergency systems, using “mock” scenarios.

Pfc Bloodsworth assisted with Lulu Ross’s “intruder” drill in April.

Pfc Bloodsworth also attended a dedication at Mispillion Elementary School for their “Buddy Bench”. Mispillion’s “Buddy Bench” was dedicated in honor of Randy Harp, a longtime Milford School District teacher who passed away after a long battle with cancer. The purpose of the bench is for students, who have no one to play with, to sit and allow the other students to go over to the student on the bench and invite them to join their group to play or to sit down and talk to them. When Mr. Harp would see students who were by themselves on the playground, he would go play with them himself. Mispillion Elementary staff thought the “Buddy Bench” was a great way to honor Mr. Harp and to allow him to continue helping students.

Cpl Masten and Pfc Bloodsworth are continuing to work on a summer book drive. The hope is to place book (new or used) donation boxes in the lobbies of the elementary schools for collection. The plan is to give to books to area children to promote reading during the summer. Based on the strong numbers of book checkouts from the school libraries, we learned there is a strong desire for Milford students to read and this will hopefully give area children the opportunity for free books.

May 2015 K-9 Unit Usage Report:

During the month of May:

*K-9 Unit responded to 132 calls for service

*K-9 Unit was utilized on 18 different incidents

*K-9 Unit assisted patrol unit with 6 large violent crowds

*K-9 Unit conducted 2 tracks (both on armed felony robbery suspects; 1 resulting in bite apprehension)

*K-9 Unit had 6 no-bite apprehensions (armed wanted suspect, burglary suspect, home invasion suspect, suspect in possession of a deadly weapon, felony suspect of drug dealing and robbery suspect)

*K-9 Unit conducted 2 area searches (1 resulting in bite apprehension)

*K-9 Unit had 1 bite apprehension (armed felony robbery suspect)

*K-9 Unit conducted 1 sniff for CDS

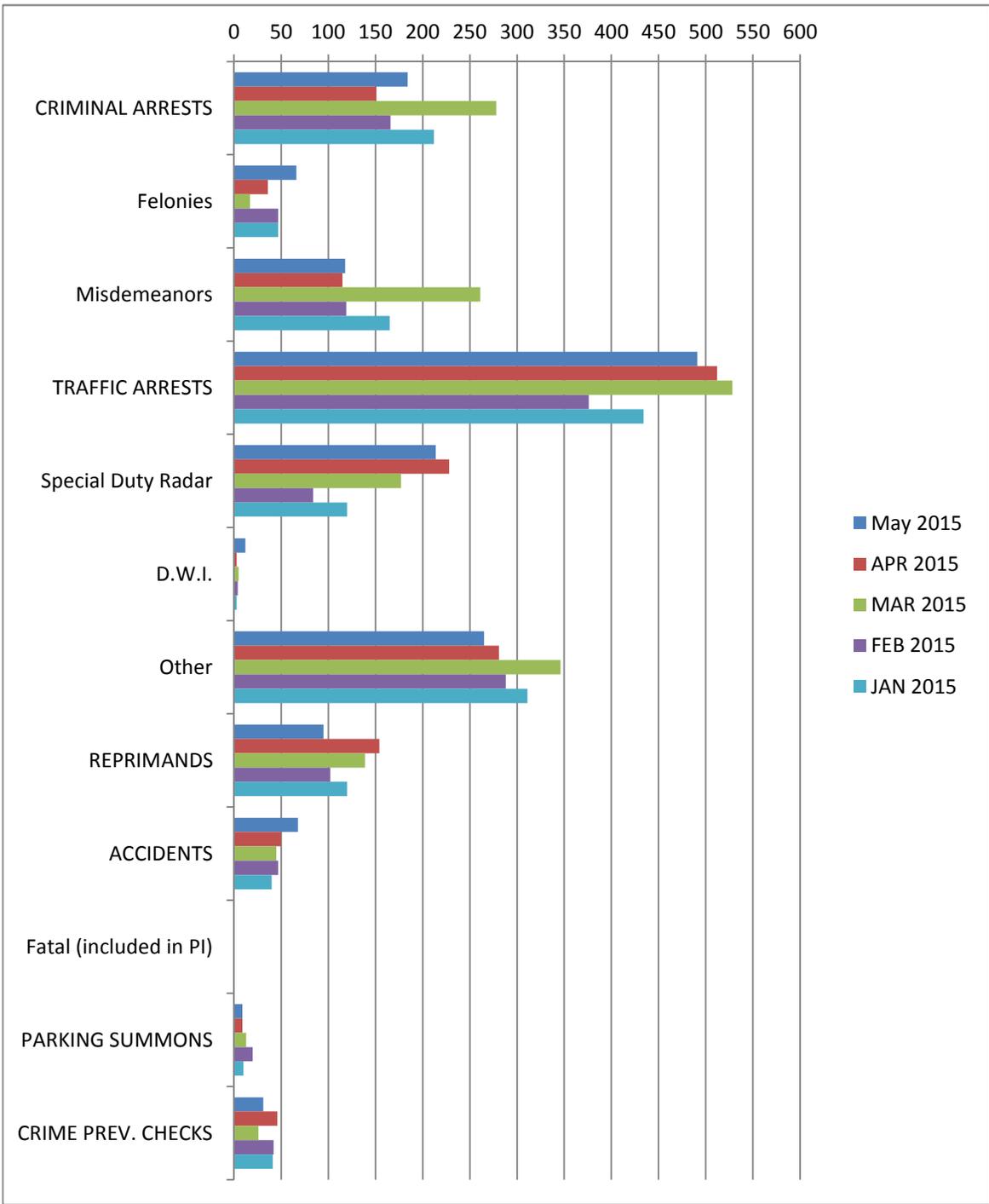
The following items of evidence were located and/or seized as a direct result of the K-9 Unit’s sniffs for CDS:

20 grams of marijuana (\$280.00 street value)

\$1,140.00 USC

MAY 2015 ACTIVITY REPORT

	May 2015	TOTAL 2015	May 2014	TOTAL 2014
COMPLAINTS	1282	5974	1286	5887
CRIMINAL ARRESTS	184	991	130	823
Felonies	66	213	12	207
Misdemeanors	118	778	118	611
TRAFFIC ARRESTS	491	2341	569	2458
Special Duty Radar	214	823	263	946
D.W.I.	12	27	5	20
Other	265	1491	301	1494
REPRIMANDS	95	610	116	677
ACCIDENTS	68	250	51	222
Fatal (included in PI)	0	0	0	1
PARKING SUMMONS	9	61	15	89
CRIME PREV. CHECKS	31	186	66	214
FINES RECEIVED	\$ 9,331.09	\$ 48,265.57	\$ 15,651.35	\$ 49,490.95





OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

June 2015 City Manager's Report

Administration:

- Made several contacts with potential USDA, Rural Economic Development Loan and Grant (REDLG) funding candidates
- Presented Lakeview Ave. land use modification at the State Planning Office
- Continued public works agreement effort for S.E. utility expansion
- Continued negotiations with First State Manufacturing associated with the potential land exchange
- Continued parcel consolidation/rezoning effort for Perdue
- Continued settlement efforts with regards to the Watergate adjoins and their counsel
- Attended 2nd DEMEC strategic planning session
- Attended opening at Dorey's Insurance and associated Chamber Mixer
- Conducted conference call with American Municipal Power on smart metering
- Met twice with DelDOT regarding BayHealth entrances on Wilkens Road
- Conducted BayHealth planning meeting with Fire Marshall
- Attended Milford Economic Development Meeting

Electric Department:

- Attended 2nd DEMEC strategic planning session
- Participated in a conference call with AMP in reference to the smart metering
- Provided new power service to Watergate Subdivision town house complex 3 & 4.
- Assisted in the relocation planning effort for fire siren
- Installed new capacitor banks in 210 kV circuit to improve power factor
- Installed fiber feed to Cascades and Fisher Ave. pump stations

Streets and Solid Waste Department:

- Repaired storm drain pipe on N.E 10th Street (pending hot mix)
- Street crews continued sidewalk/curbing repair throughout the town
- Sidewalk repair in Saw Mill Village completed
- Significant improvement on the streets with less and less bulk as well as excess trash
- Educating customers on avoidance of commingling waste streams

Water and Sewer Department:

- Replaced meter pit 800 S.E. Second St.
- Repaired water leak on Williams and Jefferson Streets
- Installed meter pit at 207 Montgomery Street
- Pumped down Shawnee Acres Pump Station in support of Watergate project
- Assisted Nichols Construction in force main upgrade project

**Selected Area Utilities
Summer (June - September)**

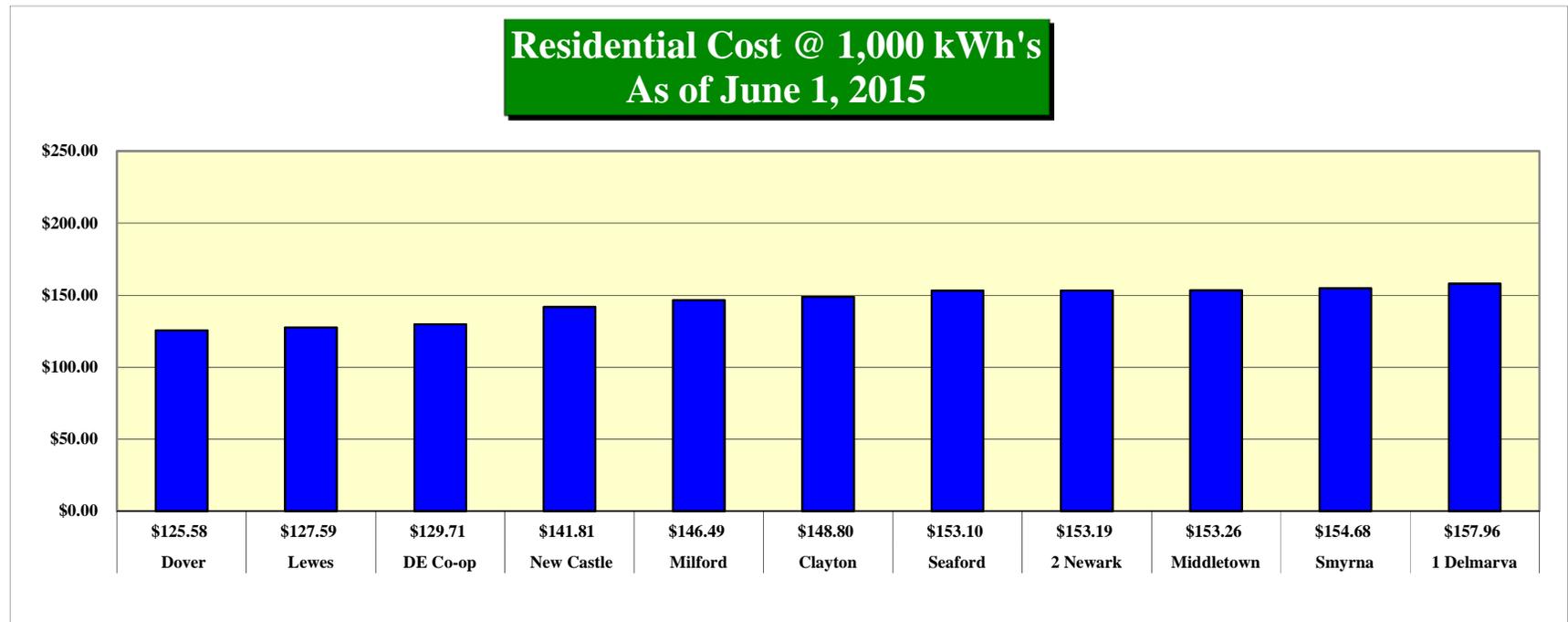
RESIDENTIAL RATE COMPARISON @ 1,000 kWh

		<u>DE COOP</u> <u>% Difference</u>	<u>DPL</u> <u>% Difference</u>
<u>Dover</u>	\$125.58	<u>-3.2%</u>	<u>-20.5%</u>
<u>Lewes</u>	\$127.59	<u>-1.6%</u>	<u>-19.2%</u>
<u>DE Co-op</u>	\$129.71	<u>0.0%</u>	<u>-17.9%</u>
<u>New Castle</u>	\$141.81	<u>9.3%</u>	<u>-10.2%</u>
<u>Milford</u>	\$146.49	<u>12.9%</u>	<u>-7.3%</u>
<u>Clayton</u>	\$148.80	<u>14.7%</u>	<u>-5.8%</u>
<u>Seaford</u>	\$153.10	<u>18.0%</u>	<u>-3.1%</u>
² <u>Newark</u>	\$153.19	<u>18.1%</u>	<u>-3.0%</u>
<u>Middletown</u>	\$153.26	<u>18.2%</u>	<u>-3.0%</u>
<u>Smyrna</u>	\$154.68	<u>19.3%</u>	<u>-2.1%</u>
¹ <u>Delmarva</u>	\$157.96	<u>21.8%</u>	<u>0.0%</u>

¹ Approximate. DP&L's transmission capacity charge is based on each individual's Peak Load Contribution (PLC) to the overall transmission load

Each customer has a unique PLC that changes every January

² City of Newark begins Summer Rates in April



CHARTER

CHARTER

Editor's note— Adopted June 14, 2010 by Res. No. 2010-7; Effective July 15, 2010 (Senate Bill No. 312 as amended by Senate Amendment No. 2) signed by Governor.

SENATE BILL NO. 312 AS AMENDED BY SENATE AMENDMENT NO. 2

AN ACT TO AMEND THE LAWS OF THE STATE OF DELAWARE RELATING TO THE RE-INCORPORATION OF THE CITY OF MILFORD.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE (Two-thirds of all members elected to each house thereof concurring therein):

Section 1. Amend Chapter 148, Volume 72, Laws of Delaware entitled "An Act to Reincorporate the City of Milford" as amended in its entirety by repealing same and by establishing a new Charter for the City of Milford to read as follows:

FOOTNOTE(S):

--- (1) ---

Editor's note—Res. No. 2010-7, adopted June 14, 2010, repealed the former Charter, Art. I, §§ 1.01—1.04, Art. II, §§ 2.01—2.04, Art. III, §§ 3.01—3.03, Art. IV, §§ 4.01—4.15, Art. V, § 5.01, Art. VI, §§ 6.01—6.04, Art. VII, §§ 7.01—7.12, Art. VIII, §§ 8.01—8.11, Art. IX, §§ 9.01—9.07, Art. X, §§ 10.01—10.13, Art. XI, §§ 11.01—11.07, Art. XIA, §§ 11A.01, 11A.02, Art. XII, Art. XIII, §§ 13.01—13.05 and enacted a new Charter as set out herein. The former Charter derived from Ord. No. 3-1999, adopted 6-30-1999.

ARTICLE I. - INCORPORATION, TERRITORY AND ANNEXATION**1.01 - Incorporation.**

The inhabitants of the City of Milford ("the City") within the corporate limits hereinafter defined in this Charter or as hereafter extended as hereinafter provided, shall be and constitute a body politic and corporate, and shall be known and identified as the City of Milford.

1.02 - Territorial Limits.

The boundaries of the City of Milford are hereby established and declared as recorded on the official map of record in the Recorder of Deeds Office for Kent County and for Sussex County in the State of Delaware (official recorded copies to be kept by the City Clerk) as presently exists and as hereinafter amended:

In addition to the aforesaid, the Territorial Limits of the City of Milford shall also include all lands annexed by the City of Milford pursuant to Section 1.04 of this Charter. The Council may, at any time hereafter, cause a survey and plot to be made of the City, and the survey and plot, when made and approved by the Council, shall be recorded in the offices of the Recorders of Deeds in and for both Kent and Sussex Counties, State of Delaware, and the same, or the record thereof, or a duly certified copy of said record shall be evidence in all courts of law and equity in this State.

1.03 - Wards.

The City of Milford shall be divided into four wards and a map entitled "Official Ward Map, Milford, Delaware" will delineate the ward boundaries with legal descriptions of each ward attached and kept on file in the Office of the City Clerk. The official ward map shall be identified by the signature of the Mayor, be attested by the City Clerk and bear the seal of the City. The map, legal descriptions and any future changes shall be recorded in both Kent and Sussex County within a reasonable time after the effective date of the amendment approved by City Council. City Council shall adopt the official map and any future amendments by ordinance.

The City Council may provide for a fifth Ward and re-arrange the boundaries of the four Wards provided for herein, in the event of annexation or re-apportionment as hereinafter set forth.

1.04 - Annexation.

The City may from time to time extend its boundaries through the process of annexation in accordance with Delaware Code and the following procedures shall apply:

- (a) All the property owners of the territory contiguous to the then existing corporate limits and territory of the City of Milford, by written Petition with the signature of each such Petitioner duly witnessed, may request the City Council to annex that certain territory in which they own property.
 - (1) The petition presented to the City Council shall include the tax parcel number(s), a description of the territory requested to be annexed in electronic format, a sealed survey (dated within one year of the application), present and requested zoning, a statement of compliance with the Comprehensive Plan and the reasons for the requested annexation.
 - (2) If the Planning Director deems the application complete, the Mayor of the City of Milford shall appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation. Not later than ninety (90) days following its appointment by the Mayor, as aforesaid, the Committee shall submit a written report containing its findings and conclusions to the Mayor and City Council of Milford. The report so submitted shall include the advantages and disadvantages of the proposed annexation, both to the City of Milford and to the territory proposed to be annexed, and shall contain the recommendation of the Committee whether or not to proceed with the proposed annexation and the reasons therefore.
 - (3) A Plan of Services for the property must be completed in accordance with Delaware Code. This Plan of Services must be completed for review and acceptance prior to final legislative action on the annexation.
 - (4) The annexation/rezoning application shall also be referred to the Planning Commission for a Public Hearing and review and recommendation to City Council. Within sixty (60) days of the final recommendation by the Planning Commission, City Council shall hold a public hearing to consider the annexation and zoning application.
 - (5) Following the public hearing and subject to the acceptance of the Plan of Services, City Council may then pass a resolution annexing such territory to the City of Milford. Such resolution shall be passed by the affirmative vote of two-thirds (2/3) of all the elected members of the City Council. If the resolution fails to receive the affirmative vote of two-

- thirds (2/3) of the elected members of the City Council, the territory proposed to be annexed shall not again be considered for annexation for a period of six (6) months from the date that the resolution failed to receive the required affirmative vote.
- (6) Prior to the resolution being considered, an ordinance that is conditioned on the approval of the annexation application must be adopted to establish a zoning district for the property to be annexed.
 - (7) If the resolution receives a favorable vote for annexation, the City Council shall cause a description and a plot of the territory so annexed to be recorded in the Office of the Recorder of Deeds in and for Kent or Sussex County, but in no event shall said recordation be completed more than ninety (90) days following the date of the favorable vote for annexation by the City Council. The territory considered for annexation shall be considered to be a part of the City of Milford from the time of recordation. The failure to record the description of the plot within a specified time shall not make the annexation invalid, but such annexation shall be deemed to be effective at the expiration of the ninety (90) day period from the date of the favorable vote of the City Council.
- (b) If five (5) or more property owners, but less than all of the property owners of a territory contiguous to the then limits and territory of the City of Milford, by written Petition with the signature of each such Petitioner duly witnessed, shall request the City Council to annex that certain territory in which they own property.
- (1) The petition presented to the City Council shall include the tax parcel number(s), a description of the territory requested to be annexed in electronic format, a sealed survey (dated within one year of the application), present and requested zoning, a statement of compliance with the Comprehensive Plan and the reasons for the requested annexation.
 - (2) If the Planning Director deems the application complete, the Mayor of the City of Milford shall appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation. Not later than ninety (90) days following its appointment by the Mayor, the Committee shall submit a written report containing its findings and conclusions to the Mayor and the City Council of Milford. The report so submitted shall include the advantages and disadvantages of the proposed annexation, both to the City of Milford and to the territory proposed to be annexed, and shall contain the recommendation of the committee whether or not to proceed with the proposed annexation and the reasons therefore.
 - (3) A Plan of Services for the property must be completed in accordance with Delaware Code. This Plan of Services must be completed for review and acceptance prior to final legislative action on the annexation.
 - (4) The annexation/rezoning application shall also be referred to the Planning Commission for a Public Hearing and review and recommendation to City Council.
 - (5) Within sixty (60) days of the recommendation by the Planning Commission, a resolution shall then be considered by City Council proposing to the property owners and residents of both the City of Milford and the territory proposed to be annexed that the City proposes to annex certain territory to its then limits and territory. Said resolution shall be passed by the affirmative vote of two-thirds (2/3) of the elected members of the City Council.

The resolution shall contain a description of the territory proposed to be annexed, requested zoning and shall fix a time and place for a public hearing on the subject of the proposed annexation and zoning. The resolution shall be printed in a newspaper having a general circulation in the City of Milford at least one (1) week prior to the date set for the public hearing, or, at the discretion of the City Council, the said resolution shall be posted in four (4) public places both in the City of Milford and in the territory proposed to be annexed.

- (6) The resolution proposing to the property owners and residents of both the City and the territory proposed to be annexed shall be passed by the affirmative vote of two-thirds (2/3) of the elected members of the City Council. If the resolution shall fail to receive the affirmative vote of two-thirds (2/3) of the elected members of the City Council, the territory proposed to be annexed shall not again be considered for annexation for a period of six (6) months from the date that the resolution failed to receive the required affirmative vote.
- (7) Within sixty (60) days following the public hearing, and upon the acceptance of the Plan of Services by the State of Delaware, the City Council may pass a resolution annexing such territory to the City of Milford, subject to the approval of the property owners in the territory to be annexed. Said approval or disapproval shall be signified at a Special Election as set forth hereinafter. The resolution of the City Council to annex the territory must be passed by the affirmative vote of two-thirds (2/3) of all the elected members of the City Council.
- (8) In the event that the resolution does not receive an affirmative vote by two-thirds (2/3) of all the elected members of the City Council, no Special Election shall be held and the territory previously proposed to be annexed shall not again be considered for annexation for a period of six (6) months from the date the resolution failed to receive the required affirmative vote.
- (9) Following the affirmative vote but in no event later than thirty (30) days after said resolution has been approved, the City Council shall order a Special Election to be held not less than thirty (30) nor more than sixty (60) days after said affirmative resolution has been passed on the proposed resolution.
- (10) The notice of the time and place of the said Special Election shall be printed within thirty (30) days immediately preceding the date of this Special Election in at least two (2) issues of a newspaper having a general circulation in the City of Milford, or, at the discretion of the City Council, the said notice may be posted in four (4) public places, both in the City of Milford and in the territory proposed to be annexed at least fifteen (15) days prior to the date set forth for the said Special Election.
- (11) At the Special Election, every property owner, whether an individual, partnership or a corporation in the territory proposed to be annexed shall have one (1) vote. Property held by a partnership or by a corporation shall vote only by a power of attorney duly executed. In the event that an individual holds a Power of Attorney, duly executed and acknowledged, specifically authorizing the said individual to vote for the owner of a property held by a partnership or by a corporation at the said Special Election, a duly authenticated Power of Attorney shall be filed in the Office of the City Manager of the City of Milford. Said Power of Attorney so filed shall constitute conclusive evidence of the right

- of said person to vote in the Special Election for such partnership or for such corporation. Property owners in the area proposed to be annexed shall have only one vote regardless of the number of parcels owned.
- (12) The City Council of the City of Milford may cause either voting machines or paper ballots to be used in the Special Election, the form of the ballot to be printed as follows:
- For the proposed annexation
 - Against the proposed annexation
- (13) The Mayor of the City of Milford shall appoint three (3) persons to act as a Board of Special Election. One (1) of the said persons so appointed shall be designated as the Presiding Officer. Voting shall be conducted in a public place as designated by the resolution calling the Special Election. The polling place shall be open from twelve noon, prevailing time, until eight o'clock in the evening, prevailing time, on the date set for the Special Election. All persons in the polling place at the time of the closing of the polls shall be permitted to vote, even though such votes are not cast until after the time for the closing of the polls.
- (14) Immediately upon the closing of the polling place, the Board of Special Election shall count the ballots for and against the proposed annexation and shall announce the result thereof. The Board of Special Election shall make a Certificate under their hands of the votes cast for and against the proposed annexation and the number of void votes and shall deliver the same to the City Council. Said Certificate shall be filed with the papers of the City Council. In order for the territory proposed to be annexed to be considered annexed, a majority of the votes cast from the territory proposed to be annexed must have been cast in favor of the proposed annexation.
- (15) In the event that the Special Election results in an unfavorable vote for annexation, no part of the territory considered at the Special Election for annexation shall again be considered for annexation for a period of at least one hundred eighty (180) days from the date of the said Special Election.
- (16) If a favorable vote for annexation shall have been cast, the City Council of the City of Milford shall cause a description and a plot of the territory so annexed to be recorded in the Office of the Recorder of Deeds, in and for Kent or Sussex County, but in no event shall said recordation be completed more than ninety (90) days following the date of the said Special Election. The territory considered for annexation shall be considered to be part of the City of Milford from the time of recordation. The failure to record the description or the plat within the specified time shall not make the annexation invalid, but such annexation shall be deemed to be effective at the expiration of the ninety (90) day period from the date of the favorable Special Election.
- (c) Annexation Agreement. Notwithstanding any provision herein to the contrary, where, pursuant to §1.04(a) or (b) of this Charter, annexation proceedings are initiated by a property owner(s) holding record title to real property in territory contiguous to the then existing corporate limits of the City, such petition may be made contingent upon an annexation agreement with the City which agreement may address any matters which would be relevant to the subject lands, if annexed. By way of example and not in limitation, such agreement may address zoning, subdivision approval, tax relief, public utilities and public improvements. In

the event the City Council approves such an agreement and votes to accept a petition under this §1.04 of this Charter, such Annexation Agreement shall be deemed a material part of the annexation and shall be included in all subsequent steps of the annexation procedure.

The resolutions and notices adopted by the City Council shall recite that the proposed annexation includes and is subject to an annexation agreement. The resolution and ballots, if an election is required, annexing the territory shall recite that the annexation is subject to an annexation agreement and shall incorporate the terms of such agreement by specific reference. An annexation agreement may be modified or amended by mutual agreement of the petitioner and the City Council at any time prior to the resolution adopted by City Council annexing the land into the City of Milford, or prior to the resolution ordering the special election pursuant to §1.04 of this Charter. In any event, the Annexation Agreement shall run with the land and be recorded with the annexation resolution.

- (d) Property shall be designated to a contiguous ward(s) when annexed into the City pursuant to Article I.

ARTICLE II. - NOMINATIONS AND ELECTIONS

2.01 - City Elections.

- (a) The annual municipal election shall be held on the fourth Saturday in the month of April between the hours of 12 noon and 8:00 p.m. at such places as shall be determined by the Council and in accordance with State law. Except that, in any year when the fourth Saturday in April falls between Good Friday and Easter Sunday, the annual municipal election shall be held on the third Saturday of April.
- (b) The election shall be held under the supervision of an Election Board, consisting of no less than three nor more than five electors of the City to be appointed by the Council. The Election Board shall be Judges of the election and shall decide upon the legality of the votes offered.
- (c) A clerk from each respective Ward will be assigned to verify the identity and residence of each prospective voter within their election district that intends to vote on the day of the municipal election. The clerk shall obtain this information from the alphabetical list of registered voters provided for this purpose. Those persons not properly registered shall not be permitted to vote at that particular election and become eligible only after being qualified before the next registration deadline. City Council shall appoint an election clerk(s) for each Ward in which there is a contest.
- (d) Every person who resides within the City of Milford boundaries for at least thirty (30) days prior to the registration deadline or natural persons owning property within the City of Milford at least thirty (30) days prior to the registration deadline, and who are over the age of eighteen (18) years, shall be entitled to one vote at said annual municipal election or special election; provided, however, that the Council may, by ordinance, establish a reasonable procedure for the registration of voters and, in such event, compliance therewith may be a prerequisite to voting at the annual election. A Corporation, Partnership, Limited Partnership or other legally created entity is prohibited from registering and voting as a non-resident property owner unless property within the City is titled in an individual name.
- (e) It is the responsibility of those registered voters who own property in more than one Ward to declare at least sixty (60) days prior to the election which Ward they will vote in on the day of the election. In the event that a person owns property(s) in the City in addition to their place of residency, he or she may vote once only where he or she resides.

- (f) Upon the close of an annual municipal election or special election, the votes shall be counted and read publicly. The person having the highest number of votes, for each office, shall be declared duly elected in accordance with State law, and shall continue in office during the terms for which they are chosen, or until their successors are duly elected and qualified.
- (g) The Election Board shall enter in a book to be provided for that purpose, a minute of the election containing the names of the persons chosen, shall subscribe the same, and shall give to the persons elected certificates of Election, which book, containing such minutes, shall be preserved by the Council and shall be evidence in any Court of law or equity. All ballots cast, in the event paper ballots are used, and all tabulations of votes from voting machines, if used at said election, and all other records of election shall be preserved in the Custody of the City Clerk for a period of time as required by State law.
- (h) Any vacancy in the Election Board shall be filled by the electors present at the time of the annual election, by naming from the electors present, such person or persons as shall be necessary to fill such vacancy.
- (i) In the event of a tie vote for any office, a Special Election for said office(s) only shall be held within thirty (30) days and the registration books shall remain closed until the outcome of the Special Election is determined.
- (j) Not less than sixty (60) days prior to the Annual Election, all candidates for the office of City Councilperson shall file with the City Manager a nominating petition, stating the name of the candidate, the office for which he or she is nominated, and shall be signed by not less than ten (10) registered voters in the Ward in the City of Milford in which the candidate resides. Nominations for the Office of Mayor shall be filed with the City Manager not less than sixty (60) days prior to the Annual Election and shall contain the name of the candidate, the office for which he or she is nominated and shall be signed by not less than ten (10) registered voters in the City of Milford.

[Res. No. 2010-17, § 1, adpt. 11-22-2010, eff. 2-15-2011]

2.02 - Emergency election postponement; declaration.

After consultation with the City of Milford Board of Elections, the City Clerk of the City of Milford may issue a declaration postponing the date of an election as the result of civil disorder, a natural disaster, a state of emergency or any other catastrophic event. Once the declaration is issued, the affected election is postponed. The City Clerk shall promptly set a date on which the postponed election will be held. The date of the postponed election shall not be later than fourteen calendar days after the original date of the election.

2.03 - Absentee Ballot Procedures.

Absentee voting in the City of Milford is in accordance with State law.

2.04 - Voting Machines for Local Office and Mayor and Council Ballots.

- (a) Voting machines for Mayor and City Council Elections. The City of Milford shall conduct all elections for local office using voting machines that the Department of Election of the State of Delaware provides.
- (b) Names on Ballots. The Department of Elections shall prepare the voting machines for the election of members of a Municipal Government by listing the names of all certified candidates submitted by the municipality in alphabetical order by last name without political party or other designation.

2.05 - Ballots for Ordinances and Charter Amendments.

An ordinance or Charter amendment to be voted on by the City shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described (ordinance) (amendment) be adopted?" Immediately below such questions shall appear, in the following order, the words "yes" and "no" and to the left of each a square in which by making a cross (X) the voter may cast his vote.

2.06 - Voting Machines for Referenda and Annexation Elections.

The Council may provide for the use of mechanical or other devices for voting or counting the votes not inconsistent with law.

2.07 - Council Districts; Adjustment of Districts.

- (a) Number of Districts. There shall initially be four City Council districts to be known as Wards.
- (b) Districting Commission. The City Council shall comprise the districting commission.
- (c) Report; Specifications. By the first day of January of the second year following the decennial census, the districting commission shall file with the City Clerk a report containing a recommended plan for adjustment of the Council district boundaries to comply with these specifications:
 - (1) Each district shall be formed of compact, contiguous territory, as nearly rectangular as possible, and its boundary lines shall follow the center lines of streets or other natural boundaries or survey lines as required.
 - (2) Each district shall contain as nearly as possible the same number of qualified voters and Districts shall not differ in population by more than ten (10) percent of the population in the smallest district created. The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the Clerk, the report shall be treated as an ordinance introduced by a Council member.
- (d) Procedure. The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that the summary, including both the map and descriptions of the recommended districts, must be published in two newspapers of general circulation in the City of Milford, no less than one month prior to its adoption.
- (e) The Commission may, but is not required to, establish five Wards instead of four, with two Councilpersons to be elected from each Ward.
- (f) Enact Ordinance. The Council shall adopt the ordinance at least six months before the next regular City election.
- (g) Effect of Enactment. The new Council districts and boundaries, as of the date of enactment, shall supersede previous Council districts and boundaries for all the purposes of the next regular City election, including nominations. The new districts and boundaries shall supersede previous districts and boundaries for all other purposes as of the date on which all Councilpersons elected at the regular City election take office.

ARTICLE III. - POWERS OF THE CITY - COUNCIL AND MAYOR

3.01 - Enumerated Powers.

The City of Milford shall have all powers possible for a city to have under the constitution and laws of this State as fully and completely as though they are specifically enumerated in this Charter. Without limiting the scope of the foregoing provision, the City is specifically empowered as follows:

- (a) The City shall have the power to acquire lands, tenements, real property or interests therein by condemnation for the purpose of providing sites for public buildings, parks, sewers, sewage disposal or electric plants or the erection or construction of lines or conduits for the transmission of electricity, water, gas or sewerage, or for any other municipal purpose, whether within or without the limits of the City, and the procedure therefore shall be as contained in the Revised Code of Delaware 1953, as amended. The City of Milford may transmit electric, gas and/or water from the plant or plants owned and operated by said City to places or properties beyond the limits of said City and upon such terms, charges and conditions that the Council may determine and approve.
- (b) The Council is vested with authority on behalf of the City to enter into contracts for the rendering of personal service to the City and/or the purchase of supplies and doing of work for any municipal purpose for the City provided. Notwithstanding anything herein to the contrary, public competitive bidding shall not be required under any of the following circumstances:
 - (1) A contract for any service to be rendered by the State of Delaware or any political subdivision thereof.
 - (2) A contract for professional services.
 - (3) A contract which is less than Thirty Thousand Dollars (\$30,000). Such a contract shall not be for a portion of a project or proposal that would otherwise require bidding. The aggregate amount shall not exceed Thirty Thousand Dollars (\$30,000).
- (c) The contract shall be awarded to the lowest responsible bidder, but Council may reject any and/or all bids for any cause by it deemed advantageous to the City.
- (d) All formal contracts shall be signed by the Mayor with the Seal of the City attached and attested by the City Clerk.
- (e) The Council shall have the power and authority to anticipate revenue by borrowing upon the faith and credit of the City of Milford in accordance with the provision of Article VIII of this Charter.
- (f) The Council shall have the authority to establish and maintain a pension system for employees of the City of Milford, to be paid to such employees, or dependents, in such amounts, at such times, and in accordance with such rules and regulations as the City Council shall from time to time resolve or decree.
- (g) Notwithstanding any of the provisions of Section 3.01 and without complying with the competitive bidding procedures described herein, the City of Milford may enter into any contract necessary or desired in connection with a TIF District or a special development district created or designated by the City of Milford pursuant to Article IX of this Charter except a contract in which the City of Milford is directly contracting for the procurement of the labor or material for public improvements for the benefit of such district, provided that the foregoing exception shall not apply to development or similar type contracts between the City of Milford and an owner of real property in such district when the contract is generally for the transfer by the owner to the City of Milford of the work performed and the cost of labor or material provided by such owner for the benefit of such district.

3.02 - Construction.

The powers of the City under this Charter shall be construed liberally in favor of the City, and the specific mention of particular powers of the Charter shall not be construed as limiting in any way the general power stated in this article.

3.03 - Intergovernmental Relations.

The City may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with anyone or more states or civil divisions or agencies thereof or the United States of America or any agency thereof.

3.04 - Notice of Action.

No action, suit or proceeding shall be brought or maintained against the City of Milford, the Mayor or the City Council of the City of Milford for damages on account of physical injuries, death or injury to property by reason of the negligence of the City of Milford or any of its departments, offices, agents or employees thereof, unless the person by or on behalf of whom such claim or demand is asserted shall, within one (1) year of the occurrence of such injury, notify the City Manager in writing of the time, place, cause and character of the injuries sustained.

3.05 - Investigations.

The Council may make investigations into the affairs of the City and the conduct of any City Department, office or agency and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the Council shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00, or by imprisonment for not more than ten (10) days, or both.

3.06 - Independent Audit.

The Council shall provide for an independent annual audit of all City accounts and may provide for such more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or any of its officers. The Council shall, without requiring competitive bids, designate such accountant or firm annually or for a period not exceeding three years, provided that the designation for any particular fiscal year shall be made no later than 30 days after the beginning of such fiscal year. If the State makes such an audit, the Council may accept it as satisfying the requirements of this Section. Council must review and accept each annual audit.

3.07 - Mayor - General Powers.

The Mayor shall be the executive of the City and shall preside at meetings of the Council, but shall have no vote except in case of a tie. The Mayor shall execute on behalf of the City all agreements, contracts, bonds, deeds, leases and other documents authorized by Council necessary to be executed. The Mayor or his/her designee shall countersign all orders, checks and warrants authorized by Council; and shall have all and every power conferred and perform the duties imposed upon him by this Charter and the ordinances of the City. The Mayor may appoint such committees as he deems necessary for the proper administration of City Council.

3.08 - Vice Mayor.

At the annual organizational meeting, the Council shall also elect by a majority vote of the entire Council a Vice-Mayor who shall act as Mayor during the temporary absence or inability of the Mayor, and while so acting, shall be vested all the powers and authority of the Mayor. The Vice Mayor shall qualify as a Councilperson while acting as Mayor for the purpose of establishing a quorum.

3.09 - General Powers and Duties.

All powers of the City shall be vested in the Council, except as otherwise provided by law or this Charter and the Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the City by law.

ARTICLE IV. - COUNCIL GOVERNMENT - COMPOSITION, QUALIFICATIONS, VACANCIES AND PROCEDURE

4.01 - Composition of Government.

The government of the city and the exercise of all powers conferred by this charter except as otherwise provided herein, shall be vested in an elective body called the Council, consisting of a Mayor and eight (8) Councilpersons. Whenever the word "Mayor" is used, it shall refer solely to the Mayor. Whenever the word "Council" is used it shall refer to the eight (8) Councilpersons. The government of the City of Milford and the exercise of all powers conferred by this Charter, except as otherwise provided herein shall be vested in a Mayor and a City Council. The City Council shall consist of not more than ten (10) members. Two of the members of the City Council shall reside in that portion of the City known and described as the First Ward, two in that portion known as the Second Ward, two in that portion known as the Third Ward and two in that portion known as the Fourth Ward. In the event a Fifth Ward is created, two members of Council shall reside in that portion of the City known and described as the Fifth Ward. The Mayor and Councilpersons shall each serve for a term of two years.

4.02 - Annual Organizational Meeting.

At seven o'clock (7:00) p.m. on the second Monday following the annual election, the Mayor and Council shall meet at the Council Chamber and shall assume the duties of their offices after being first duly sworn or affirmed to perform their duties with fidelity and in accordance with the Charter of the City.

4.03 - Compensation and Expenses.

The Council may determine the annual salary of Councilpersons and the Mayor by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of Councilpersons elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six months. Councilpersons and the Mayor shall receive their actual and necessary expenses incurred in the performance of their duties of office.

4.04 - Prohibitions.

(a) Except where authorized by law, no Mayor or Councilperson shall hold any other City office or employment during the term for which he or she was elected to the Office of Mayor or Council, and no former Mayor or Councilperson shall hold any compensated appointive City office or employment until two (2) years or more after the expiration of the term of office for which he or she was elected.

(b)

Appointments and removals. Neither the Mayor, Council nor any of its members shall in any manner dictate the appointment or removal of any City administrative officers or employees whom the Manager or any of his subordinates are empowered to appoint, but the Mayor or Council may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.

- (c) Interference with Administration. Except for the purposes of inquiries and investigations under Section 4.08, the Mayor or Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the Manager solely through the Manager, and neither the Mayor or Council nor its members shall give orders to any such officer or employee, either publicly or privately.

4.05 - Vacancies, Forfeiture of Office; Filling of Vacancies.

(a) Vacancies.

- (1) The Office of the Mayor shall become vacant upon death, resignation or removal from office in any manner authorized by law, or ceases to be a lawfully registered voter of the City and a resident of the City.
- (2) The Office of a Councilperson shall become vacant upon death resignation or removal from office in any manner authorized by law, or ceases to be a lawfully registered voter of the City and a resident of the Ward in which he/she resided at the time of the election.

- (b) Forfeiture of Office. A Councilperson shall forfeit his or her office if he or she (1) lacks at any time during his or her term of office any qualification for the office prescribed by this Charter or by law, (2) violates any express prohibition of this Charter, or (3) is convicted of a crime involving moral turpitude.

- (c) Filling of Vacancies. If a vacancy occurs in the Council and the remainder of the unexpired term is less than three (3) months, the vacancy shall be filled in the next general election. If a vacancy occurs in the Council and the remainder of the unexpired term is less than six (6) months but more than three (3) months, the Council may within 45 days of the vacancy occurring, by a majority vote of all of its remaining members, appoint a qualified person to fill the vacancy until the person elected at the next regular election takes office. If at the time a vacancy occurs the remainder of the unexpired term is six (6) months or greater than six (6) months, the election authorities shall call a special election to fill the vacancy for the remainder of the unexpired term. The special election shall be held not sooner than twenty (20) days nor later than thirty (30) days following the occurrence of the vacancy and shall be otherwise governed by the provisions of Article VII. Notwithstanding the requirement that a quorum of the Council consists of five members, if at any time the membership of the Council is reduced to less than five, the remaining members may, by majority action, appoint additional members to raise the membership to five.

4.06 - Qualification for Mayor and City Council.

- (a) No person shall be eligible for election as Mayor unless he or she is a citizen of the United States of America, a bona fide resident of the City of Milford and has continuously resided therein for a period of two (2) years preceding the day of the election, is over the age of eighteen (18) years prior to the day of the election, has not been convicted of a felony, submits a criminal background check of the person's entire criminal history record from the State Bureau of Identification, and is nominated therefore, as hereinafter provided.

(b)

No person shall be eligible for election as a City Council member unless he or she is a citizen of the United States of America, a bona fide resident of the Ward in the City of Milford where they are seeking election and has continuously resided therein for a period of one year preceding the day of the election, is over the age of eighteen (18) years prior to the day of the election, has not been convicted of a felony, submits a criminal background check of the person's entire criminal history record from the State Bureau of Identification, and is nominated therefore, as hereinafter provided.

- (c) The Mayor shall be eligible to serve in such elected office unless he or she does not continue to be a resident of the City during his or her respective term(s) of office nor shall any member of Council be eligible to serve in such elected office unless they continue to be a resident of their Ward during their respective terms of office.
- (d) If a Council member files and runs for Mayor, and is elected before his or her Council term has expired, the elected Mayor's Council seat shall be considered vacant when the elected Mayor is sworn in on the second Monday following the date of the election.

4.07 - Judge of Qualifications.

The Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing. Decisions made by the Council under this Section shall be subject to review by the Superior Court.

4.08 - Procedure.

- (a) Meetings. The Council shall meet regularly at least once in every month at such times and places as the Council may prescribe by rule. Special meetings may be held in compliance with State law and may be on the call of the Mayor or of four or more members. All meetings shall be public; however, the Council may recess for the purpose of discussing in a closed or executive session limited to its own membership any matters permitted by State Law.
- (b) Rules and Journal. The Council shall determine its own rules and order of business and shall provide for keeping a journal of its proceedings. This journal shall be a public record. Unless or until other rules are adopted, the Council shall follow Roberts Rules of Order and parliamentary procedure.
- (c) Voting. Voting, except on procedural motions, shall be by roll call, and the ayes and nays shall be recorded in the journal. Five members of the Council shall constitute a quorum, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Council. No action of the Council, except as otherwise provided in the preceding sentence and in Section 4.05(c), shall be valid or binding unless adopted by the affirmative vote of four or more members of the Council.

4.09 - Action Requiring an Ordinance.

The Council is hereby vested with the authority to enact ordinances or resolutions (resolution includes actions taken upon motion whether by roll call or voice vote and whether or not the Resolution has been prepared as a writing) relating to any subject within the powers and functions of the City, or relating to the government of the City, its peace and order, its sanitation, beauty, health,

safety, convenience and property, and to fix, impose and enforce the payment of fines and penalties for the violation of such ordinances or resolutions, and no provision of this Charter as to ordinances on any particular subject shall be held to be restrictive of the power to enact ordinances or resolutions on any subject not specifically enumerated.

In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the City Council shall be by ordinance which:

- (a) Adopt or amend an administrative code or establish, alter or abolish any City department, office or agency;
- (b) Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;
- (c) Levy taxes, except as otherwise provided in Article X with respect to the property tax levied by adoption of the budget;
- (d) Grant, renew or extend a franchise;
- (e) Regulate the rate charged for its services by a public utility;
- (f) Authorize the borrowing of money;
- (g) Sell or lease or authorize the sale or lease of any asset of the City if its value is equal to or greater than 1/5 of 1% of the assessed value of all real property within the corporate limits.
- (h) Amend or repeal any ordinance previously adopted; and
- (i) Change of zone or conditional use of land.

Acts other than those referred to in the preceding may be done either by ordinance or by resolution.

4.10 - Ordinances in General.

- (a) Form. Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject which shall be clearly expressed in its title. The enacting clause shall be "The City of Milford hereby ordains?" Any ordinance which repeals or amends an existing ordinance or part of the City Code shall set out in full the ordinance sections or subsections to be repealed or amended and shall indicate the matter to be omitted by enclosing it in brackets or by strikeout type and shall indicate new matter by underscoring or by italics.
- (b) Procedure. An ordinance may be introduced by the Mayor, any member of City Council or the City Manager at any regular or special meeting of the Council. Upon introduction of any ordinance, the City Clerk shall distribute a copy to the Mayor, each Council Member and to the City Manager. An ordinance shall be placed on the agenda for introduction and for adoption by title; the introduction and the adoption may not be on the same meeting date. As soon as practicable after adoption of any ordinance, the Clerk shall have it published together with a notice of its adoption.
- (c) Effective Date. Except as otherwise provided in this Charter, every adopted ordinance shall become effective at the expiration of ten (10) days after adoption or at any later date specified therein.
- (d) "Publish" Defined. As used in this section, the term "publish" means to print in one or more newspapers of general circulation in the City:
 - (1) A brief summary of the Ordinance, and
 - (2) The places where complete copies of it have been filed and the times when they are available

for public inspection.

4.11 - Emergency Ordinances.

To meet a public emergency affecting life, health, property or the public peace, the Council may adopt one or more emergency ordinances, but such ordinances may not levy taxes, grant, renew or extend a franchise, regulate the rate charged by any public utility for its services or authorize the borrowing of money except as provided in subsection 6.09(b). An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least five members shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance, except one made pursuant to Subsection 6.09(b), shall automatically stand repealed as of the 61st day following the date on which it was adopted, but this shall not prevent re-enactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

4.12 - Codes of Technical Regulation.

- (a) The Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally except that:
- (b) The requirements of Section 4.10 for distribution and filing of copies of the ordinance shall be construed to include copies of the code of technical regulations as well as of the adopting ordinance, and
- (c) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the City Clerk pursuant to Subsection 4.13(a).
- (d) Copies of any adopted code of technical regulations shall be made available by the City Clerk for distribution or for purchase at a reasonable price.

4.13 - Authentication and Recording, Codification Printing.

- (a) Authentication and Recording. The City Clerk shall authenticate by his or her signature and record in full in a properly indexed book kept for the purpose all ordinances and resolutions adopted by the Council.
- (b) Codification. The Council shall provide for the continual preparation of a general codification of all City ordinances and resolutions having the force and effect of law. The general codification shall be adopted by the Council by ordinance and shall be published promptly in bound or loose-leaf form, together with this Charter and any amendments thereto, pertinent provisions of the Constitution and other laws of the State of Delaware, and such codes of technical regulations and other rules and regulations as the Council may specify. The compilation shall be known and cited officially as the Code of the City of Milford. Copies of the Code may be furnished to City officers, placed in libraries and public offices for free public reference and made available for purchase by the public at a reasonable price fixed by the Council.
- (c)

Printing of Ordinances and Resolutions. The Council shall cause each ordinance and resolution having the force and effect of law and each amendment to this Charter to be printed promptly following its adoption, and the printed ordinances, resolutions and Charter amendments shall be distributed or sold to the public at reasonable prices to be fixed by the Council. Following publication of the first Code of the City of Milford and at all times thereafter, the ordinances, resolutions and Charter amendments shall be printed in substantially the same style as the Code currently in effect and shall be suitable in form for integration therein. The Council shall make such further arrangements as it deems desirable with respect to reproductions and distribution of any current changes in or additions to the provisions of the Constitution and other laws of the State of Delaware, or the codes of technical regulations and other rules and regulations included in the Code.

ARTICLE V. - ADMINISTRATION AND APPOINTEES

5.01 - Form of Government.

The form of government established by this charter shall be known as the "Council-Manager" form.

5.02 - City Manger - Appointment; Qualifications and Compensation.

The Council shall appoint a City Manager for an indefinite term. He need not be a resident of the City or state at the time of his appointment but may reside outside the City while in office only with the approval of the Council. The City Council may enter into an employment contract with the City Manager. An employment contract with a City Manager shall be in writing and shall specify the conditions of employment.

5.03 - City Manager - Removal.

The Council shall remove the Manager from office in accordance with the following procedures and those conditions contained in the City Manager's employment contract:

- (a) The Council shall adopt by affirmative vote of a majority of all of its members a preliminary resolution which must state the reasons for removal and may suspend the Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the Manager.
- (b) Within five days after a copy of the resolution is delivered to the Manager, he may file with the Council a written request for a public hearing. This hearing shall be held at a Council meeting not earlier than fifteen (15) days nor later than thirty (30) days after the request is filed. The Manager may file with the Council a written reply not later than five (5) days before the hearing.
- (c) The Council may adopt a final resolution of removal, which may be effective immediately, by affirmative vote of a majority of all its members at any time after five (5) days from the date when a copy of the preliminary resolution was delivered to the Manager, if he has not requested a public hearing, or at any time after the public hearing if he has requested one. The Manager shall continue to receive his salary until the effective date of a final resolution of removal.

5.04 - Acting City Manager.

By letter filed with the City Clerk, the Manager shall designate, subject to the approval of the Council, a qualified City administrative officer to exercise the powers and perform the duties of Manager during his temporary absence or disability. During such absence or disability, the Council may revoke such designation at any time and appoint another officer of the City to serve until the Manager shall return or his disability shall cease.

5.05 - Powers and Duties of the City Manager.

The City Manager shall be the chief administrative officer of the City. He or she shall be responsible to the Council for the administration of all City affairs placed in his charge or under this Charter. He or she shall have the following powers and duties:

- (a) He or she shall appoint, and when he deems it necessary for the good of the service, suspend or remove City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He or she may authorize any administrative officer, who is subject to his direction and supervision, to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (b) He or she shall direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law.
- (c) He or she shall attend all Council meetings and shall have the right to take part in discussion but may not vote.
- (d) He or she shall see that all laws, provisions of this Charter and acts of the Council, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed.
- (e) He or she shall prepare and submit the annual budget and capital program to the Council.
- (f) He or she shall submit to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.
- (g) He or she shall make such other reports as the Council may require concerning the operations of City departments, offices and agencies subject to his direction and supervision.
- (h) He or she shall keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City as he deems desirable.
- (i) He or she shall perform such other duties as are specified in this Charter or may be required by the Council.

5.06 - City Clerk - Appointment and Duties.

The Council shall appoint an officer of the City who shall have the title of City Clerk. The City Clerk shall give notice of Council meetings to its members and the public, maintain a permanent record of all Council proceedings and documents, manage the City's elections, act as the custodian of the City Seal, affixing it to all documents, records, contracts and agreements requiring a seal and attesting to same by signature and perform other duties as are assigned to him or her by this Charter or by the Council.

5.07 - City Solicitor.

At the Annual organization meeting, the City Council shall appoint a City Solicitor who shall be removable at the pleasure of the City Council either with or without due cause as stated. It shall be his, her or its duty to give legal advice to the Council and other officers of the City and to perform other legal services as may be required by the City of Milford. The City Solicitor may be an individual licensed to practice law in the State of Delaware or may be a Delaware law firm any member of which can perform the duties of the City Solicitor.

5.08 - Police Department.

The Council shall appoint a Chief of Police for an indefinite term and fix his compensation. The terms of his employment shall be contained in an employment contract.

- (a) It shall be the duty of the Council to appoint a Chief of the City Police and such number of subordinates as the Council may deem wise. The Council shall, from time to time, make rules and regulations (which may be proposed by the Chief of Police) as may be necessary for the organization, government and control of the Police Force. The police shall preserve peace and order, and shall compel obedience within the City limits to the ordinances of the City and the laws of the State; and they shall have such other duties as the Council shall from time to time prescribe. After the initial Chief of City Police and the initial subordinates are appointed in accordance with the terms of this Charter, thereafter, any subsequent Chiefs of Police shall be appointed by the City Council, but any subsequent subordinates shall be hired or fired by the then Chief of Police.
- (b) Each member of the Police Force shall be vested, within the City limits and within one mile outside of said limits, with all the powers and authority of a state peace officer, and in the case of the pursuit of an offender, their power and authority shall extend to any part of the State of Delaware.
- (c) The Chief of Police shall be responsible to Council and shall be removed from office in accordance with the provisions of State law and the following procedures:
 - (1) The Council shall adopt by affirmative vote of a majority of all of its members a preliminary resolution which must state the reasons for removal and may suspend the Chief of Police from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the Chief of Police.
 - (2) Within five (5) days after a copy of the resolution is delivered to the Chief of Police, he may file with the Council a written request for a public hearing. This hearing shall be held at a Council meeting not earlier than fifteen (15) days nor later than thirty (30) days after the request is filed. The Chief of Police may file with the Council a written reply not later than five (5) days before the hearing.
 - (3) The Council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five (5) days from the date when a copy of the preliminary resolution was delivered to the Chief of Police, if he has not requested a public hearing, or at any time after the public hearing if he has requested one.
 - (4) The Chief of Police shall continue to receive his salary until the effective date of a final resolution of removal.
 - (5)

By letter filed with the City Clerk, the Chief of Police shall designate, subject to approval of the Council, a qualified police officer to exercise the powers and perform the duties of the Chief of Police during his temporary absence or disability. During such absence or disability, the Council may revoke such designation at any time and appoint another officer of the City to serve until the Chief of Police shall return or his disability shall cease.

(d) The Chief of Police shall:

- (1) Administer, direct and supervise the operation of the police department.
- (2) Prepare and submit an annual budget and capital program to the City Manager. This shall then be placed by the City Manager into the Annual Budget and Capital Program for Council approval.
- (3) Attend all Council Meetings and shall have the right to participate in any discussion of police concern, but shall have no vote.

5.09 - City Holding Cells.

The Council may maintain a holding cell for the City, which shall be used as a place for the temporary detention of persons accused of violations of law or ordinances for a reasonable time, in cases of necessity, prior to transport to a detention facility, hearing and trial or arraignment.

5.10 - City Alderman.

- (a) At the next regular meeting following the Annual Organization Meeting, the Council may appoint an Alderman and an Acting Alderman.
- (b) The Alderman may or may not be a resident of the City of Milford and shall have his office at some convenient place within the limits of the City of Milford, as designated by City Council. He or she shall be sworn or affirmed to perform the duties of his office with fidelity by the Mayor. In the event of his absence from the City or, if for any cause he or she may be unable to perform the duties of his office, the Council is authorized to appoint an Acting Alderman with the same powers, jurisdiction and authority.
- (c) He or she shall have jurisdiction over and cognizance of all breaches of the peace and other violations of the ordinances of the City of Milford, to hold trial, to imprison offenders, and to impose and enforce fines, forfeitures and penalties as may be prescribed by the ordinances of the City.
- (d) He or she shall be under the direct supervision of the City Manager. The prison in either Kent or Sussex County may be used for the imprisonment of offenders under the provisions of this Charter.
- (e) Upon the expiration of his term of office, or upon resignation or removal from office, the Alderman shall forthwith deliver to his successor all books, papers, documents and other things belonging or appertaining to his office, and shall pay over to the Treasurer all moneys in his hands belonging to the City. Upon neglect or failure to make such delivery or payment for the space of five (5) days, he shall be deemed guilty of a misdemeanor, and upon conviction shall be fined not more than Five Hundred Dollars (\$500.00), or imprisoned for not more than one (1) year, or shall suffer both fine and imprisonment at the discretion of the Superior Court.
- (f) At every regular monthly meeting of the Council, the Alderman shall report in writing all fines imposed by him, and all fines and penalties and other money received by him during the preceding month belonging to the City. He shall pay all such moneys to the City within ten (10)

days after making report to the Council, or for failure to make payment to the City for the space of ten (10) days, he shall be deemed guilty of a misdemeanor, and shall be punished, upon conviction, as herein above provided.

- (g) The Alderman shall keep a docket in which all his official acts shall be entered.
- (h) The Acting Alderman may or may not be a resident of the City of Milford; shall keep a separate docket, and in the absence or inability of the Alderman shall have all the powers of the Alderman as herein provided.

5.11 - Finance Department.

There shall be a City Finance Department which shall be directed and supervised by an officer of the city who shall have the title of Finance Director. The Finance Director shall be appointed and supervised by the City Manager. The Finance Director shall have the duties of chief financial officer of the City of Milford, but may delegate such duties to subordinates under his direction. He or she shall pay out any monies upon check signed by two members of either Mayor or City Council or their designee. He or she shall keep a true accurate and detailed account of all monies received and all monies paid out by the city in all its activities and for all its departments, offices and agencies; shall preserve all vouchers and financial records, but under a records disposal program and schedule approved by the Council, may periodically destroy such records and vouchers. He or she shall make such reports at such times as the City Manager and Council shall direct and which will keep the Council, City Manager and the public informed of the financial condition of the city.

5.12 - Planning Department.

There shall be a planning department, which shall be directed and supervised by a City Planner. The City Planner shall be appointed, supervised and removed by the City Manager. The City Planner shall have the following responsibilities:

- (a) To advise the City Manager on any matter affecting the physical development of the city;
- (b) To formulate and recommend to the City Manager a comprehensive land use plan and modification thereof;
- (c) To review and make recommendations regarding proposed actions of the Council in implementing the comprehensive development plan;
- (d) To advise and seek advice from the planning commission in the exercise of his or her responsibilities and in connection therewith, to provide it necessary staff assistance;
- (e) To review and make recommendations regarding proposed actions of the Council in annexations;
- (f) To strive to give citizens the opportunity to have a meaningful impact on the development of plans;
- (g) To protect the integrity of the natural environment and endeavor to conserve the heritage of the built environment.

5.13 - City Planning Commission.

Pursuant to State law, there is hereby established a Planning Commission for the City of Milford. The City Planning Commission shall consist of nine (9) members recommended by the Mayor and appointed by City Council.

5.14 - Board of Adjustment.

There shall be a Board of Adjustment pursuant to the provisions of the Delaware Code. The Council shall, by ordinance, establish a Board of Adjustment and shall provide standards and procedures for such Board to hear and determine appeals from administrative decisions and petitions for variances in the case of peculiar and unusual circumstances which may be required by the Council or by law.

ARTICLE VI. - FINANCIAL PROCEDURES

6.01 - Fiscal Year.

The Fiscal year of the City shall be set by the City Council.

6.02 - Submission of Budget Date.

On or before the last day of the twelfth month of each fiscal year, the Manager shall submit to the Council a budget for the ensuing fiscal year and an accompanying message.

6.03 - Budget Message.

The Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the City's debt position and include such other material as the manager deems desirable.

6.04 - Operating Budget.

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the Manager deems desirable or the Council may require. In organizing the budget, the Manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. It shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

- (a) Proposed expenditures for current operations during the ensuing fiscal year, detailed by offices, departments and agencies in terms of their respective work programs, and the method of financing such expenditures;
- (b) Proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments and agencies when practicable, and the proposed method of financing each such capital expenditure;
- (c) Anticipated net surplus or deficit for the ensuing fiscal year of each utility owned or operated by the City and the proposed method of its disposition; subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendices to the budget.

The total of proposed expenditures shall not exceed the total of estimated income.

6.05 - Capital Program.

- (a) Submission to Council. The Manager shall prepare and submit to the Council a five-year capital program at the time the annual budget is submitted to City Council as defined in Section 6.02.
- (b) Contents. The capital program shall include:
 - (1) A clear, general summary of its contents;
 - (2) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;
 - (3) Cost estimates, method of financing and recommended time schedules for each such improvement; and
 - (4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

6.06 - Council Action on Operating Budget.

The Council shall adopt the operating budget on or before the last day of the twelfth month of the fiscal year currently ending. If it fails to adopt the budget by this date, the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until such time as the Council adopts an operating budget for the ensuing fiscal year. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

6.07 - Council Action on Capital Program.

Adoption. The Council, by resolution, shall adopt the capital program with or without amendment on or before the last day of the twelfth month of the current fiscal year.

6.08 - Public Records.

Copies of the budget and the capital program as adopted for the fiscal year are public records and shall be made available to the public through the Freedom of Information Act and the City of Milford website.

6.09 - Amendments after Adoption.

- (a) Supplemental Appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make by supplemental appropriations for the year up to the amount of such excess.
- (b) Emergency Appropriations. To meet a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations. Such appropriations may be made by emergency ordinance. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Council may exercise short term borrowing authority as provided in Section 8.07 of this Charter.
- (c)

Reduction of Appropriations. If at any time during the fiscal year it appears probable to the Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

- (d) Transfer of Appropriations. At any time during the fiscal year, the Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon written request by the Manager, the Council may by majority vote transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.
- (e) Limitations: Effective Date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

6.10 - Lapse of Appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned; the purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from or encumbrance of the appropriation.

6.11 - Administration of Budget.

- (a) Work Programs and Allotments. At such time as the Manager shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested allotments of its appropriation by periods within the year. The Manager shall review and authorize such allotments with or without revision as early as possible in the fiscal year. He or she may revise such allotments during the year if they deem it desirable and shall revise them to accord with any supplemental, emergency, reduced or transferred appropriations.
- (b) Payments and Obligations Prohibited. No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the Manager or his/her designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal; such action shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation, and he or she shall also be liable to the City for any amount so paid. However, except where prohibited by law, nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, provided that such action is made or approved by ordinance.

ARTICLE VII. - TAXATION, ASSESSORS AND ASSESSMENT OF TAXES

7.01 - [General Assessment of Real Property].

Not less frequently than every ten years, there shall be made a general assessment which shall be a true, just and impartial valuation and assessment of all the real property within the limits of the City.

7.02 - [Supplemental Assessments].

It shall be the duty of the City Manager to include supplemental assessments prepared by the assessor(s) for the purposes of adding property not included in the last assessment or increasing or decreasing the assessment value of property which was included in the last general assessment. In the year that a supplement assessment is made, the General Assessment then in force as modified by the supplemental assessment, shall constitute the assessment for the year.

7.03 - [Assessment Copies to Council].

The City Manager shall make and deliver to the Council, as soon as the assessments are made, such number of copies as the Council shall direct.

7.04 - [Real Property Assessment by Council].

The real property of the City Assessor(s) shall be assessed by the Council.

7.05 - [Notification of Assessment].

The City Tax Assessor shall notify the property owner in writing of any change in assessment.

7.06 - [Public Notice].

The Council shall, prior to a given date set by resolution in each year, cause a copy of the General Assessment as adjusted by the supplemental assessment as made in said year, to be hung in two public places in the City, and there to remain for the space of ten (10) days for public information. Attached to said copies shall be a notice of the day, hour and place that the Council will sit as a Board of Revision and Appeal; and the notice of the hanging up of the copies of the assessment and the places where the same are hung up and of the day, hour and place when the Council will sit as a Board of Revision and Appeal shall be published in at least one issue of a newspaper circulated in the City.

7.07 - [Corrections and Revisions of Assessments].

At the time and place designated in the notice aforesaid, the Council shall sit as a Board of Revision and Appeal to correct and revise the assessment, and to hear appeals concerning the same. They shall have full power and authority to alter, revise, add to and take from the said assessment. The decision of a majority of the Council shall be final and conclusive; and no member of Council shall sit on his own appeal.

7.08 - [Revised Assessment].

The assessment, as revised and adjusted by the Council, shall be the basis for the levy and collection of the taxes for the City. If any taxable fails or neglects to perfect his or her appeal to the Board of Revision and Appeal, he or she shall be liable for the tax for such year as shown by the assessment lists.

7.09 - [Taxes on Cable and Utility Installations].

The Council shall also have the right to levy and collect taxes on all underground cables and utility installations, and upon all telephone, telegraph or power poles or other erections of like character erected or installed within the limits of the City, together with the wires and appliances thereto or

thereon attached, that are now assessable and taxable, and to this end, may at any time direct the same be included in or added to the City Assessment. In case the owner or lessee of such poles, erections, installations or appliances shall neglect or refuse to pay the taxes that may be levied thereon, the said taxes may be collected by the City in the same manner as other taxes, and upon continued non-payment, the Council shall have the authority to cause the same to be removed.

7.10 - [Determination of Rate of Taxation].

The Council shall determine and fix a rate of taxation which with other anticipated revenue will produce approximately the amount of money necessary to defray the expenses of the City for the current year, including interest on bonded indebtedness and for redemption of maturing bonds and for maintenance of a sinking fund.

7.11 - [Limit of Taxation].

The limit of taxation for current expenses shall be that rate which, by estimation, will produce a sum not exceeding two (2) percent the assessed value of real property with improvements located in the City.

7.12 - [Taxes - Delinquencies].

- (a) Not later than the second month of a new fiscal year, the City Manager shall make available to the Council a list containing the names of the taxables of the City and, opposite the name of each, the amount of his real property assessment, as well as the tax upon the whole of his assessment, and the rate per hundred dollars of assessed valuation. Attached to a tax list shall be a warrant, under the seal of the City of Milford, signed by the Mayor and attested by the City Clerk commanding the City Manager to make collection, when due, of the taxes as stated and set forth in the tax list.
- (b) All taxes, when and as collected by the City Manager, shall be paid to or deposited to the credit of the City in banking institutions approved by Council.
- (c) All taxes shall be due and payable on the date set by Council. To every tax not paid after the said date each year there shall be added and collected a penalty, for each month that the said tax remains unpaid. The penalty rate charged is to be set by Council through ordinance. Before exercising any of the powers herein given for the collection of taxes, written notices of the amount due shall be given to the taxable.
- (d) All taxes assessed upon any real estate and remaining unpaid prior to a new tax year billing shall constitute a first lien against all real estates of the delinquent taxpayer situated within the limits of the City of Milford. In the case of a life estate, the interest of the life tenant shall first be liable for the payment of any taxes so assessed. The City Manager, in the name of the City of Milford, may institute suit before any Justice of the Peace within Kent County or Sussex County, or before the Alderman of the said City, or in the Court of Common Pleas in and for Kent or Sussex County, or in the Superior Court of the State of Delaware, for the recovery of the unpaid tax in an action of debt, and upon judgment obtained, may sue out writs of execution as in case of other judgments recovered before a Justice of the Peace or in the Court of Common Pleas or in the Superior Court as the case may be.
- (e) In addition, the City Manager, acting on behalf of the City, may pursue the sale of the lands and tenements of the delinquent taxpayer, or the lands of tenements of a delinquent taxpayer alienated subsequent to the levy of the tax and with the following conditions:
 - (1)

No sale shall be approved by the Superior Court if the owner be ready at Court to pay the taxes, penalty and costs, and no deed shall be made until the expiration of one (1) year from the date of the sale, within which time the owner, his heirs, executors or assigns, shall have the power to redeem the lands on payment to the purchase, his personal representatives, or assigns, of the costs, the amount of the purchase money and twenty percent (20%) interest thereon and the expense of having the deed prepared.

(2) After satisfying the tax due and the costs of expenses of sale from the proceeds of sale, the amount remaining shall be paid to the owner of the land, or upon the refusal of said owner to accept said residue, or if the owner is unknown or cannot be found, the amount remaining shall be deposited in some bank in the City of Milford, either to the credit of the owner, or in a manner by which the funds may be identified.

(3) In the sale of lands for the payment of delinquent taxes, the following costs shall be allowed, to be deducted from the proceeds of sale, or chargeable against the owner as the case may be in the amount then customarily charged:

To the Prothonotary for filing and recording Petition

For filing and recording return of sale

To the City Manager for preparing certificate

For making sale of land

For preparing and filing return

For posting sale bills

In addition, the costs of printing handbills and publications of the advertisement of sale in a newspaper shall be chargeable as costs. The cost of the deed shall not be chargeable as costs, but shall be paid by the purchaser of the property of the delinquent taxpayer.

(4) If the owner of any lands and tenements against which a tax shall be levied and assessed shall be unknown, this fact shall be stated in the advertisement of sale.

(f) In the event of the death, resignation or removal from office of the City Manager of the City of Milford, before the proceedings of the sale of land shall have been completed, his successor in office shall succeed to have all of his powers, rights and duties in respect to said sale. In the event of the death of the purchaser at such sale prior to his receiving a deed for the property purchased thereat, the person having right under him by consent, devise, assignment or otherwise may refer to the Superior Court of the State of Delaware in and for Kent or Sussex County, a petition representing the facts and praying for an order authorizing and requiring the City Manager to have executed and acknowledged a deed conveying to the Petitioner the premises sold, or a just proportion thereof; and thereupon the Court may make such order touching the conveyance of the premises as shall be according to justice and equity.

(g) However, should the City Council so elect, the City Manager is empowered to sell the lands and tenements of the delinquent taxpayer or the lands and tenements of a delinquent taxpayer alienated subsequent to the levy of the tax, by the direction of the City Council, using any of those procedures specified for the sale of land for the collection of taxes on the part of the taxes for Sussex County or Kent County, and all such procedures and methods available for the sale of land,

as aforesaid, as they are presently enacted and hereafter amended, are included herein and made a part hereof by reference in the statutes made and provided, substituting the City of Milford for Sussex County or Kent County therein.

- (h) The provisions of this Section 7.12, other than the provisions of subsection (b) of this Section 7.12, shall apply to all special ad valorem taxes and special taxes levied by the City of Milford pursuant to Article IX of this Charter, provided that all references in this Section 7.12 to a tax list shall, for all purposes relating to such special ad valorem taxes and special taxes, be deemed to refer to the tax list showing the amounts of special ad valorem taxes or special taxes levied against the real property within a special development district.

7.13 - Real Estate Transfer Tax.

The City of Milford reserves the right to enact a Real Estate Transfer Tax by ordinance through the City Council. Any change to the Real Estate Transfer Tax must be in accordance to Delaware laws.

7.14 - Assessment, Payment, and Collection of Taxes For New Construction.

In the event that the Mayor and Council of the City of Milford desire to collect and levy taxes on newly constructed property not taxed by virtue of the city's annual assessment, the city may enact an ordinance to do so.

ARTICLE VIII. - BORROWING OF MONEY AND ISSUANCE OF BONDS

8.01 - [Bonds].

The City of Milford may borrow money and to secure the payment of the same, is hereby authorized and empowered to issue bonds or other kinds or forms of certificate or certificates of indebtedness pledging the full faith and credit of the City of Milford; or such other security or securities as the City Council shall elect, for the payment of the principal thereof and the interest due thereon.

All bonds or other kinds or forms of certificate or certificates of indebtedness issued by the City of Milford in pursuance hereof shall be exempt from all State, County or municipal taxes.

8.02 - [Purpose of Bonds].

This power or authority to borrow money may be exercised by the City of Milford to provide funds for, or to provide for the payment of, any of the following projects or purposes:

- (a) Refunding any or all outstanding bonds or other indebtedness of the City at the maturity thereof or in accordance with any callable feature or provision contained therein;
- (b) Meeting or defraying current annual operating expenses of the City in an amount equal to but not in excess of currently outstanding, due and unpaid taxes, water rents, license fees or other charges due the City and available, when paid, for meeting or defraying current annual operating expenses of the City;
- (c) Erecting, extending, enlarging, maintaining and repairing any plant, building, machinery or equipment for the manufacture, supplying or distribution of gas, water, electricity, sewerage or drainage system, or any of them, and the condemning or purchasing of any lands, easements and rights-of-way which may be required therefore;
- (d)

Constructing, paving, laying out, widening, extending, repairing and maintaining streets, lanes, alleys and ways, and the paving, constructing, laying out, widening, extending, repairing and maintaining of curbing and gutters along the same and the condemning or purchasing or any lands, easements or rights-of-way which may be required therefore;

- (e) Any other purpose consistent with the promotion of health, education or the general welfare of the City of Milford.

8.03 - [Bonds or Certificates of Indebtedness - Resolutions].

The power to borrow money and to secure the payment thereof by the issuance of bonds or other kinds or forms of certificate or certificates of indebtedness for any purpose above specified shall only exercise in the following manner:

The City Council shall adopt a resolution proposing unto the electors of the City that money be borrowed by the City for any of the above-named purposes. The resolution proposing the borrowing shall plainly set forth the following matters:

- (a) The amount of money, or the amount of money not exceeding which, it is proposed shall be borrowed;
- (b) The rate of interest, or the rate of interest not exceeding which, it is proposed shall be paid;
- (c) The manner in which it is proposed to be secured;
- (d) The manner in which it is proposed that it shall be paid or funded, or both;
- (e) A short and clear description of the purpose or purposes for which the money or monies shall be used, and which description shall include the estimated cost of carrying out the purpose or purposes aforesaid; and
- (f) A statement of the time and place for a public hearing upon the resolution, whereat the City Council shall vote upon the final authorization for the loan.

8.04 - [Notice of Resolution].

It shall then be the duty of the City Council to give notice of the time and place of such public hearing upon the resolution by publishing a copy of the resolution aforesaid in at least one issue of a newspaper published in the City of Milford at least one week before the time fixed for said hearing and by posting copies thereof in five public places throughout the said City at least one week before the time fixed for said hearing.

At the time and place mentioned in such notice, the City Council shall sit in public session and at such public session, or an adjourned session thereof, shall vote upon a resolution giving its final authorization for the loan. If such resolution shall be adopted by the City Council, then the City Council shall pass a second resolution ordering and directing that a Special Election be held in the City of Milford not less than thirty (30) days nor more than sixty (60) days (as may be determined by the Council) after the date of the hearing and passage of the resolution authorizing the loan by the Council.

The purpose of such Special Election shall be to vote for or against the proposed loan.

The City Council shall give notice of the time and place for holding the said Special Election to all the electorate of the City of Milford by posting notices thereof in five public places in said City at least two weeks prior to the day fixed for the holding of such Special Election, and by publishing a copy of

such notice once each week during those two weeks immediately preceding that week during which the day fixed for the holding of such Special Election shall fall in a newspaper generally circulated in the City of Milford. Such notice of the Special Election shall likewise contain the same information with respect to the borrowing as required to be contained in the original resolution proposing the borrowing, excepting a statement of the time and place for a public hearing upon the resolution, whereat the City Council shall vote upon the final authorization for the loan.

The Special Election shall be conducted by an Election Board whose members shall be appointed or selected in the same manner and they shall have the same qualifications as hereinbefore provided in the case of annual elections of the City. At least five days prior to the date of the Special Election, the City Council shall cause to be prepared, printed and have available for distribution, a sufficient number of ballots: upon one-half of which ballot shall be printed the words "For the Proposed Borrowing" and upon the other half of said ballot shall be printed the words, "Against the Proposed Borrowing", and a box shall be provided after each and the voter instructed to place an "X" in the box provided after the choice he wishes to cast his vote. If voting machines are used, in which case, the voting machines shall be arranged in a manner consistent with the requirements for paper ballots.

At such Special Election every person who would be entitled to vote at an annual election if held on that day shall be entitled to one vote.

The Inspector of the Election shall deposit all ballots in the ballot box provided for that purpose in the presence of the person casting such ballot; he or she, the said Inspector, first writing upon the outside of said ballot the number of votes being cast thereby by the person casting such ballot, unless voting machines are used. Immediately upon the closing of the polls, the Special Election Board shall count the votes for and against the proposed borrowing and shall announce the result thereof, and shall make a certificate under their hands of the number of votes cast for and the number of votes cast against the proposed borrowing and shall deliver such Certificate, in duplicate, to the City Council. One copy of the Certificate the Council shall enter in the minutes of the next meeting of the City Council and the other copy thereof shall be filed with the papers of the City Council.

8.05 - [Payment of Bonds or Certificates of Indebtedness].

The form of the bonds or certificates of indebtedness and the thereunto attached coupons, if any, the time or times of payment, the time or times of payment of interest, the classes, the series, the maturity, the registration, any callable or redeemable feature, the denomination and the name thereof and any other relative or pertinent matters pertaining thereto shall all be determined by the City Council after the special election.

The bond or bonds or certificates of indebtedness shall be offered at public or private sale as determined by the City Council. All bonds or certificates of indebtedness forming a single issue need not be offered for sale at a single sale but any given issue of bonds or certificates of indebtedness authorized as hereinbefore provided may be sold in whole or in part, from time to time and until the entire authorized issue be disposed of, as the City Council may deem most advisable.

The City Council shall provide in its budget and in fixing of the rate of tax, or otherwise, for the payment of principal or such bond or bonds or certificate or certificates of indebtedness at the maturity thereof together with the interest due or which may hereafter become due thereupon and, in a proper case or as recommended by bond counsel, it shall also provide a sinking fund therefore.

Unless any such bond or bonds or certificate or certificates of indebtedness shall otherwise provide therein, the faith and credit of the City of Milford shall be deemed to be pledged for the due payment of any such bond or bonds or certificate or certificate of indebtedness and interest thereon according to its terms when and after the same have been duly and properly executed, delivered and due value received therefore.

8.06 - Refinancing Of Municipal Bonds.

Notwithstanding the foregoing provisions of this Section, the City Council of the City of Milford may authorize by Resolution the refinancing of existing bonds or other obligations of the City, without the necessity of a Special Election; provided that the issue of the refinancing obligations results in a present value savings to the City. Present value savings shall be determined by using the effective interest rate on the refinancing obligations as the discount rate calculated based on the internal rate of return. The principle amount of the refinancing obligations may exceed the outstanding principle amount of the obligations to be refinanced.

8.07 - Short Term Borrowing.

Notwithstanding the foregoing provisions of this Section, City Council may authorize, by resolution, short term borrowing by the City without the necessity of a Special Election. The City of Milford may borrow money up to the amount of the annual tax billings. The borrowed money shall be for one of the following: operating deficits, emergencies declared by Council, and short term capital project funding. The money shall be paid back in no longer than five (5) years.

ARTICLE IX. - TAX INCREMENT FINANCING AND SPECIAL DEVELOPMENT DISTRICTS

9.01 - Tax Increment Financing and Special Development Districts.

In addition to all other powers the City of Milford may have, and notwithstanding any limitation of law, the City of Milford shall have all powers and may undertake all actions for the purposes set forth in, and in accordance with Delaware Code relating to the Municipal Tax Increment Financing Act and Delaware Code relating to Special Development Districts.

9.02 - Non-Recourse.

Bonds are non-recourse to the City of Milford and shall only be paid from Tax Increment Financing and Special Development District [hereinafter 'TIF' and 'SDD' respectively] assessments permitted by Delaware Code. Bonds are non-recourse to property owners who purchase subject to a TIF or SDD. Property owners who purchase subject to a TIF or SDD shall only be responsible for TIF or SDD obligations determined by the individual assessment of their property.

ARTICLE X. - SEVERANCE

If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of the Charter or any of its provisions to any person or circumstance is held invalid, the application of the Charter and its provision to other persons or circumstances shall not be affected thereby.

ARTICLE XI. - TRANSITIONAL PROVISIONS

11.01 - Officers and Employees.

(a) Rights and Privileges Preserved. Nothing in this Charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are City officers or employees at the time of its adoption.

(b) Continuance of Officers and Employees. Except as specifically provided by this Charter, if at the time this Charter takes full effect, a City administrative officer or employee holds any office or position which is or can be abolished by or under this Charter, he or she shall continue in such office or position until the taking effect of some specific provision under this Charter directing that he vacate the office or position.

11.02 - Departments, Offices and Agencies.

- (a) Transfer of Powers. If a City department, office or agency is abolished by this Charter, the powers and duties given it by law shall be transferred to the City department, office or agency designated in this Charter or, if the Charter makes no provision, as designated by the City Council.
- (b) Property and Records. All property, records and equipment of any department, office or agency existing when this Charter is adopted shall be transferred to the department, office or agency assuming its powers and duties, but, in the event that the powers or duties are to be discontinued or divided between units or in the event that any conflict arises regarding a transfer, such property, records, or equipment shall be transferred to one or more departments, offices or agencies designated by the Council in accordance with this Charter.

11.03 - Pending Matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue except as modified pursuant to the provisions of this Charter and in each case shall be maintained, carried on or dealt with by the City department, office or agency appropriate under this Charter.

11.04 - State and Municipal Laws.

In General, all City ordinances, resolutions, orders and regulations which are in force when this Charter becomes fully effective are repealed to the extent that they are inconsistent or interfere with the effective operation of this Charter or of ordinances or resolutions adopted pursuant thereto. To the extent that the Constitution and laws of the State of Delaware permit, all laws relating to or affecting this City or its agencies, officers or employees which are in force when this Charter becomes fully effective, are superseded to the extent that they are inconsistent or interfere with the effective operation of this Charter or of ordinances or resolutions adopted pursuant thereto.

11.05 - Survival of Powers and Validations Sections.

- (a) All powers conferred upon or vested in the City of Milford by any Act or Law of the State of Delaware, not in conflict with the provisions of this Charter, are hereby expressly conferred upon and vested in the City of Milford as though herein fully set out.
- (b) All ordinances adopted by the City Council of the City of Milford, or which are in force for the government of the City of Milford at the time of the approval of this Charter, are continued in force and effect as ordinances of the City of Milford until repealed, altered or amended under the provisions of this Charter, and the acts of the Council of the City of Milford and of the officials thereof as lawfully done or performed under the provisions of the Charter of the City of Milford or ordinance thereof, or of any law of this State, prior to the approval of this Act, are hereby ratified and confirmed.

- (c) All taxes, fines, penalties, forfeitures, assessments or debts due the City of Milford and all debts due from the City of Milford, at the effective date of this Charter shall, respectively, be deemed due to or from the City of Milford and said obligations shall severally remain unimpaired until paid, and the power, right, and authority to collect taxes imposed under the provisions of this Charter, and the processes which may be employed for that purpose, shall be deemed to apply and extend to all unpaid taxes, assessments or charges imposed under the provisions of this Charter, and the processes which may be employed for that purpose, shall be deemed to apply and extend to all unpaid taxes, assessments or charges imposed under the Charter of the City of Milford immediately preceding the adoption of this Charter.
- (d) The bonds heretofore given by or on account of any official of the City of Milford shall not be affected or impaired by the provision of this Act but shall continue in full force for the benefit of the City of Milford.

ARTICLE XII. - REPEALER

This Act shall operate to amend, revise and consolidate "An Act to Reincorporate the City of Milford", being Chapter 148, Volume 72, Laws of Delaware, and the several amendments and supplements thereto. The Act shall be deemed to be a public Act and the parts hereof shall be severable and, in the event any part or section hereof shall be held unconstitutional, such holding shall not in any way invalidate the remaining provisions of this Act.

OVERVIEW OF POWERS PROVIDED BY CITY CHARTER

POWERS OF COUNCIL

Code:

3.01	Enter contracts for personal services or supplies or doing work for city purposes
	No competitive bidding required if: <ul style="list-style-type: none"> • Contract for services with State • Contract for professional services • Contract less than \$30,000
	Contracts to lowest <u>responsible</u> bidder, can reject for any cause "deemed advantageous to city"
	Anticipate revenue by borrowing on faith and credit of City
	Establish pension system for employees
3.05	Investigate affairs of any department in City & subpoena witnesses, administer oath and take testimony (\$500.00 max fine for failure to cooperate)
3.06	Provide for independent audit
3.08	Authorize Mayor to sign orders, checks, warrants, agreements, contracts, deeds,
3.09	All powers of City are vested in Council except as otherwise provided in Charter or by law
4.03	Determine annual salary of Councilpersons and Mayor by ordinance, but no increases are effective until after next election
4.04	Prohibitions on Council <ul style="list-style-type: none"> • No other office or employment with City while elected & for 2 years after leaving • No right to appoint or remove City Administrative Officers or employees whom the Manager or his/her subordinates are empowered to appoint , but Council may express opinion to Manager • No interference with or orders to administrative officers or employees except through the City Manager, unless for inquiry or investigation
4.05	Fill a councilperson vacancy if vacancy is between 3 & 6 months away from next election
4.07	Is judge of election & qualifications of councilmembers
4.08	Call special meeting with vote of 4+ councilpersons
	Determine own rules and order of business
	No action (except for filling vacancies and compelling attendance of councilpersons) is valid unless adopted by 4 or more councilpersons
4.09	Enact ordinances or resolutions relating to any subject within powers of City
	The following must be adopted by Ordinance: <ul style="list-style-type: none"> • Amend Code • Alter or abolish City Department • Provide for a fine or penalty • Levy taxes • Grant/renew/extend franchise • Regulate public utility rate • Authorize borrowing of money • Sell/lease asset of City • Amend/repeal ordinances

	<ul style="list-style-type: none"> • Change zone or conditional use
4.11	Adopt emergency ordinances at time of introduction if emergency exists and it clearly states and identifies emergency (not for taxes, franchise, utility rates or borrowing money)
4.12	Adopt code of technical regulations via adopting ordinance
4.13	Maintain and adopt City Code
5.02	Appoint City Manager
5.03	Remove City manager by: <ul style="list-style-type: none"> • Resolution stating reasons for removal , with option for hearing by City manager • Final Resolution
	Suspend City Manager for up to 45 days
5.04	Revoke City Manager designation of replacement during recess and appoint another City Administrator
5.06	Appoint City Clerk
5.07	Appoint or remove City Solicitor
5.08	Appoint or remove Chief of Police
5.09	Maintain holding cells
5.10	Appoint City Alderman and acting Alderman
5.11	Request Financial report from Finance Director
5.13	Vote on planning commissioners recommended from Mayor
6.01	Set Fiscal year
6.06	Adopt operating budget on or before last day of 12 th month of fiscal year
6.07	Adopt capital program by resolution on or before last day of 12 th
6.09	Make supplemental appropriations throughout year upon City Manager certification
	Make emergency appropriations & exercise short term borrowing for this purpose
	Take action to prevent or minimize any deficit, including reducing appropriations
	Upon written request from Manager, vote to transfer unencumbered funds from one department or program to another
7.04	Assess real property of City Assessors
7.07	Act as Board of Revision and Appeal for assessments
7.09	Levy and collect taxes on underground and above ground utilities.
7.10	Fix rate of taxation to extent necessary to cover annual expenses and liabilities
7.12	Set date taxes are due, and penalties for failure to pay
7.14	Enact taxes on new construction
8.03	Adopt Resolution and hold hearing to authorize the borrowing of funds by the City
8.04	If borrowing Resolution is adopted – hold special election to authorize loan
8.05	Determine form and offering of bonds or certificates of indebtedness after special election
8.06	Authorize refinancing of Bonds via resolution without special election if it results in a savings
8.07	Authorize Short term (no more than 5 years) borrowing via resolution without special election, up to amount of annual tax billings
11.02	Upon abolishment of City Department or agency, the right to designate which other department will receive its powers, duties, property & records.
11.05	All powers vested in City by any Act or Law that are not in conflict with Charter

POWERS OF INDIVIDUAL COUNCILMEMBERS

Code:

4.10	Introduce ordinances
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POWERS OF CITY

Code:

3.01	Condemnation of land for public use whether within or outside City limits
	Transmit electric, gas and/or water from plants owned by City within or outside city limits
3.02	Liberal construction of powers, specific listed powers does not equal exclusion of non-listed powers
3.03	Participate with other government agencies in function or financing
3.04	statute of limitations on any action versus the City requires report to City Manager within 1 year
3.09	All powers of City vested in Council except as provided in Charter or by law.
7.13	Enact Real estate transfer tax
8.01-.02	Borrow money and issue bonds pledging full faith and credit of City for the following purposes: <ul style="list-style-type: none">• Refunding any or all outstanding bonds or indebtedness• Meeting or defraying annual operating expenses, not in excess of outstanding taxes and fees• Construction projects (Buildings, infrastructure & streets)• Any other purpose consistent with promotion of health, education or general welfare of the City
9.01	Undertake all actions set forth in Municipal Tax Increment Financing Act and Delaware Code relating to special development districts (See 22 Del. C. Chapter 17)

Delaware Code Powers Under Title 22:

§301	Regulate and restrict height, number of stories, size of buildings, % of lot occupation, size of yards, open spaces, population density, location and use of buildings for industry, trade and residency.
§302	Divide municipality into districts
§304	Provide for manner in which regulations and restrictions and boundaries of districts are determined, established and enforced, amended or changed.
§310	Develop and adopt regulations regarding transfer of development rights
§503	Organize and Establish Parking Authority
§701	Establish Planning Commission
§1303	Establish Municipal electric company with other municipalities. This company has broad

	powers as with any private company, as listed under §1305
§1502	Establish Business Improvement Districts to be governed by identified authority or management company
§1601	Establish Realty Transfer Tax
§1802	Establish Special Development District
	Levy ad valorem or special taxes for its creation
	Issue bonds and other obligations for its creation

POWERS OF MAYOR

Code:

3.07	Is Executive of the City
	Preside at meetings of council without a vote except in the case of a tie
	Execute all agreements, bonds, contracts, etc. authorized by Council
	Countersign all orders, checks and warrants authorized by Council
	Appoint and create such committees as Mayor deems necessary
	All other duties conferred by Charter or Ordinance
4.04	Prohibitions on Mayor <ul style="list-style-type: none"> • No other office or employment with City while elected & for 2 years after leaving • No right to appoint or remove City Administrative Officers or employees whom the Manager or his/her subordinates are empowered to appoint , but Mayor may express opinion to Manager • No interference with or orders to administrative officers or employees except through the City Manager, unless for inquiry or investigation
4.07	Call special meetings
4.10	Introduce ordinances
5.13	Recommend Planning commissioners to Council
7.14	Enact taxes for new construction with Council

POWERS OF VICE MAYOR

Code:

3.08	Act as Mayor with all powers in absence of Mayor
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POWERS OF CITY CLERK

Code:

4.10	Distribute and publish ordinances
4.12	Authenticate and record technical regulations
4.13	Authenticate and record all ordinances and resolutions
5.06	Notice Council meetings
	Maintain permanent records of all Council proceedings and documents
	Manage city elections
	Act as custodian of City seal and affixing it wherever required

	Perform other duties assigned by Council or Charter
12 Del.C. §705	Record Official City Map showing public ways and parks

POWERS OF CITY MANAGER

Code:

4.04, 5.05	Power to appoint and remove city administrative officers and employees unless the power is specific to Council or Mayor
4.10	Introduce ordinances
5.04	Appoint City administrative officer to perform duties in absence
5.05	Chief Administrative officer of city – responsible to Council for all City affairs placed in his charge under Charter or by Council
	Direct and supervise administration of all departments, offices and agencies of City except as provided by Charter or law
	Attend Council meetings and participate in discussion, but without a vote
	Faithfully execute and enforce all laws of the City
	Prepare and submit annual budget and capital program to Council
	Report financial and administrative activities to Council
	Submit any other report to Council as required
	Keep Council advised of City's current and future financial condition
	Perform any other duty specified in Charter or as required by Council
5.11	Appoint and supervise Finance Director and request reports
5.12	Appoint and supervise City Planner
6.02-.03	Submit annual Budget to Council in fiscal terms and in terms of work programs
6.04	Set form of Operating budget subject to certain requirements identified in 6.04
6.05	Submit five-year capital program at the same time as annual budget
6.09	Certify to council that there are excess revenues available for supplemental appropriation
	Report to Council if revenues are insufficient to meet appropriations
	Transfer unencumbered appropriation balance between city departments or programs
6.11	Review, authorize and revise allotments to each department or program
7.02	Submit supplemental assessments that increase/decrease assessments from previous decennial assessment.
7.12	Present to Council list of taxables with warrant to make collection
	Institute suit for collection of unpaid taxes and seek collection on judgments
	Pursue the sale of lands of delinquent taxpayers

POWERS OF PLANNING & ZONING COMMISSION

Admin Code:

57-5	Adopt own procedural rules and times for meetings
57-8	All powers identified under Title 22, Del. C., Chapter 7

	Report to Council at each monthly meeting
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22 Del. C. Chapter 7:

§701	Shall Elect chairperson
	Employ experts, clerical or other assistants
	Appoint City Clerk to be custodian of records
§702	Prepare Comprehensive Plan (updated every 5 years) to encourage appropriate uses of physical and fiscal resources and to coordinate growth, development and infrastructure
	Plan shall include <ul style="list-style-type: none"> • description of physical demographic and economic conditions of City • statement of goals, policies and planning components for public and private uses of land, transportation, econ development, affordable housing, community facilities, open spaces, protection of sensitive areas, community design, water/waste systems, protection of historic areas, annexation.
§703	Make investigations, maps and reports of resources & needs of City to the extent money has been appropriated for expenses
§704	Adopt official map showing public ways and parks by Council
§705	Change or alter official map with public hearing and 2/3 vote
§708	Issue report on public way in absence of public map when referred to Commission
§709	Enter lands, to extent necessary with , to make examinations and surveys
§710	Petition Court of Chancery to enforce any provision under Chapter 7

BOARD OF ADJUSMENT

Admin Code:

230-27	Hear and Decide appeals where it is alleged there is an error in administering zoning chapter of administrative code
	Authorize variances as not contrary to public interest where literal enforcement of zoning chapter will result in unnecessary hardship or exceptional practical difficulties
	Original Jurisdiction to issue special use exceptions if: <ul style="list-style-type: none"> • use is specifically authorized a special use exception in that zoning area • Design, arrangement and nature of particular use is such that public health, safety and welfare will be protected with reasonable consideration to: character of neighborhood, conservation or property values, health and safety of residents, traffic congestion, principles and objectives of City and Comprehensive Plan
	Interpretation of Chapter 230 of Milford Administrative Code
230-28	Reverse, affirm or modify, in part or whole, and order/decision appealed from to Board and prescribe reasonable time limit if applicable
230-31	Grant restraining order to stay proceedings in actions appealed from when officer from whom appeal was taken certifies that stay would cause imminent peril to life or property
230-32	Set hearing upon filing of an appeal and make decision within 60 days from time appeal was filed

230-36	Adopt own rules of procedure
230-37	Administer oaths and compel attendance of witnesses
230-38	Refer to Planning Commission any applications or appeals for its review and recommendation
230-35	Board is established per 22 Del. C. §322

Ordinance 2015-10
City of Milford
Appendix B-Electric Tariff-Rules and Regulations

Whereas, the City Manager, together with the Customer Service and Electric Department representatives, have recommended an amendment to the City of Milford Code, Appendix B- Electric Tariff–Rules and Regulations; and

Whereas, the City Manager has submitted the amended code to City Council for consideration and approval; and

Whereas, the City Council of the City of Milford is in agreement there is a need to update the City Electric Rules and Regulations in order to maintain high standards.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford, Appendix B, Electric Tariff--Rules and Regulations, that establishes Electric Standards and Rates for the City of Milford.

Section 2.

Appendix B, Electric Tariff–Rules and Regulations, of the City of Milford Code is hereby repealed and a new Appendix B established by inserting the following in lieu thereof:

Section 3.

Appendix B is hereby entitled Electric Rules and Regulations.

Section 4.

Appendix B hereby contains the following Sections, Classifications and Appendices:

Section 1 - General Conditions

Section 2 - Definitions

Section 3 - Application and Contract for Service

Section 4 - Customer Advance Usage Fees and Deposits

Section 5 - Payment Terms

Section 6 - Administration of Service Classification

Section 7 - Customer's Installation

Section 8 - Secondary Services and Transformer Installations

Section 9 - Meter Installations

Section 10 - Adjustment of Charges

Section 11 - Continuity of Service by City

Section 12 - Customer's Use of Service

Section 13 - Defects in Customer's Installation

Section 14 - Access to Premises

Section 15 - Tampering with City's Property

Section 16 - City's Right to Discontinue Service

Section 17 - Discontinuance of Service by Customer

Section 18 - Primary Extensions
Section 19 - Purchase Power Cost Adjustment (PPCA)
Section 20 - General Cost Adjustment
Section 21 - Delaware Public Utility Tax
Section 22 - Green/Renewable Energy Fund Program
Section 23 - Aggregation of Retail Customer Demand Response
Section 24 - Fee Schedule
Service Classifications
Appendix 1 - Fee Schedule
Appendix 2 - Worksheets
Appendix 3 - VGRE Application

Section 5.

Dates.

Introduction 06-08-2015

Adoption 06-22-2015

Effective 07-02-2015

Section 6.

A complete copy of the current and proposed Appendix B may be viewed by contacting the City Clerk's Office at Milford City Hall at 302-424-3712 or by accessing the city website at www.cityofmilford.com.

Code of the City of Milford

Appendix B

Electric Tariff Rules and Regulations

**City of Milford
201 South Walnut Street
Milford, Delaware 19963
Phone (302) 424-3712**

Adopted: 06-22-2015
Effective: 07-02-2015

TABLE OF CONTENTS

SECTION 1 GENERAL CONDITIONS..... 4

SECTION 2 DEFINITIONS..... 5

SECTION 3 APPLICATION AND CONTRACT FOR SERVICE..... 9

SECTION 4 CUSTOMER ADVANCE/ USAGE, IMPACT FEES & DEPOSITS..... 12

SECTION 5 PAYMENT TERMS 14

SECTION 6 ADMINISTRATION OF SERVICE CLASSIFICATION 16

SECTION 7 CUSTOMER’S INSTALLATION 17

SECTION 8 SECONDARY SERVICES & TRANSFORMER INSTALLATIONS..... 21

SECTION 9 METER INSTALLATIONS 24

SECTION 10 ADJUSTMENT OF CHARGES..... 27

SECTION 11 CONTINUITY OF SERVICE BY CITY 29

SECTION 12 CUSTOMER’S USE OF SERVICE..... 30

SECTION 13 DEFECTS IN CUSTOMER’S INSTALLATION..... 32

SECTION 14 ACCESS TO PREMISES 32

SECTION 15 TAMPERING WITH CITY’S PROPERTY..... 33

SECTION 16 CITY’S RIGHT TO DISCONTINUE SERVICE..... 34

SECTION 17 DISCONTINUANCE OF SERVICE BY CUSTOMER 36

SECTION 18 PRIMARY EXTENSIONS..... 37

SECTION 19 PURCHASE POWER COST ADJUSTMENT (PPCA)..... 38

SECTION 20	GENERAL COST ADJUSTMENT	38
SECTION 21	DELAWARE PUBLIC UTILITY TAX.....	38
SECTION 22	GREEN/ RENEWABLE ENERGY FUND PROGRAM.....	39
SECTION 23	AGGREGATION OF RETAIL CUSTOMER DEMAND RESPONSE.....	39
SECTION 24	FEE SCHEDULE.....	39
	SERVICE CLASSIFICATIONS	41
	RES—RESIDENTIAL SERVICE SCHEDULE.....	41
	SGS—SMALL GENERAL SERVICE SCHEDULE	42
	MGS—MEDIUM GENERAL SERVICE SCHEDULE	44
	LGS—LARGE GENERAL SERVICE SCHEDULE.....	46
	GSP—GENERAL SERVICE-PRIMARY VOLTAGE SCHEDULE.....	48
	SCS—SPECIAL CONTRACT SERVICE-PRIMARY VOLTAGE SCHEDULE.....	50
	LCSS—LOAD CONTROL SERVICE SCHEDULE	51
	RTP—REAL TIME PRICING SCHEDULE.....	54
	PL—PRIVATE AREA LIGHTING SCHEDULE	56
	EDR—ECONOMIC DEVELOPMENT RATE SCHEDULE.....	59
	VGRE—VOLUNTARY GREEN/ RENEWABLE ENERGY SCHEDULE	63
	APPENDIX 1 – FEE SCHEDULE (SECTION 22).....	83
	APPENDIX 2 – WORKSHEETS.....	86
	APPENDIX 3-APPLICATION FOR VOLUNTERY RENEWABLE/GREEN ENERGY (VGRE) SERVICE	89

RULES AND REGULATIONS

SECTION 1 GENERAL CONDITIONS

1.1 PURPOSE

The purpose of this Tariff is to establish Rules and Regulations for the distribution and delivery of electric service on the City of Milford's electric system. These Rules and Regulations are supplementary to the ordinance establishing an Electric Tariff for the City of Milford and contain the Tariff and the Service Classifications, under which electricity will be supplied to its Customers by the City of Milford. A copy of these Rules and Regulations, with the accompanying Tariff, is on file at the Customer Service Center, 119 South Walnut Street, Milford, Delaware 19963, and open to inspection during normal working hours.

1.2 REVISIONS

These Rules and Regulations and the accompanying Tariff may be revised, amended, supplemented, or otherwise changed from time to time, in accordance with rules and procedures of the City Charter and the enabling legislation.

1.3 STATEMENT BY AGENTS

No City's employee or representative has authority to modify any rule or provision of these Rules and Regulations and the accompanying Tariff, or to bind the City by any promise or statement contrary thereto, unless the same shall be incorporated in a written contract executed by the City's authorized official.

1.4 RULES AND REGULATIONS

The Rules and Regulations are a part of service and shall govern all Classes of Service unless otherwise specifically stated by a Service Classification, or modified by a City's approved rider or a written contract.

1.5 NO PREJUDICE OF RIGHTS

The failure by the City to enforce, or the decision not to enforce, any of the provisions of these Rules and Regulations and the accompanying Tariff shall not be deemed a waiver of its right to do so.

1.6 GRATUITIES TO EMPLOYEES

The City's employees are strictly forbidden to demand or accept any personal compensation or gifts for service rendered by them while working for the City on the City's time.

1.7 DISPUTES

In the event of a dispute between the City's Electric Department and a Customer or Applicant, either party may submit the particulars of the complaint to the City's Electric Superintendent for review and further action if necessary.

- 1.8 USE OF "HE" OR "HIS"
The use of the pronouns "he" or "his" in these Rules and Regulations, when referring to "Customer" and "Applicant", is generic, referring to both male and female parties.
- 1.9 HOURS OF OPERATION
City office hours are 8:00 AM to 4:30 PM Monday through Friday, except City recognized holidays. Normal hours for Service Calls are 7:30 AM to 4:00 PM Monday through Friday, except City recognized holidays.
- 1.10 EXTENDED HOURS OF OPERATION
The City's Customer Service Center may be open until 8:00 PM on one designated day per week, on non-holiday weeks, to accept payments only through the drive-thru.

SECTION 2 DEFINITIONS

- 2.1 APPLICANT
The word "Applicant" as used in these Rules and Regulations, means any person, firm, corporation, institution, public body, or any agency of the Federal, State, or Local government requesting electric service from the City. The term also refers to current Customers who apply for modification of existing service or facilities and developers and builders during the planning and construction stages of new facilities.
- 2.2 BASE RATES
Base Rate means the Service rates charged to each Customer Class, without the City's Purchased Power Cost, and any additional charge or surcharge. Base Rates are intended to recover the Operating Expenses, including its debt service, of the City's Electric Department and a reasonable margin.
- 2.3 CITY
City means The City of Milford, Delaware or Milford Electric Department.
- 2.4 COMMERCIAL PROPERTY OWNER
A Customer of the City of Milford Electric Department who operates a business and owns the property associated with the Customer's electric account.
- 2.5 CUSTOMER
Customer shall mean any person, firm, association, partnership, corporation, institution, public body or any agency of the Federal, State, or Local government being supplied with electric service by the City. The term also refers to developers and builders during the planning and construction stages of new facilities, and the period prior to the sale or rent of the facility.
- 2.6 CUSTOMER CLASS
Customer Class shall mean a group of Customers with similar end use and load characteristics.

- 2.7 DELIVERY SERVICE CHARGE
Delivery Service Charge shall mean a charge to Customers for recovering the City's costs for delivering power supplies to Customers.
- 2.8 DEVELOPER
Developer shall mean any person, firm, association, partnership, corporation, or other entity which seeks to have provided by the appropriate authorities, the infrastructure (roads, sewer, electric, etc.) for new business or residential developments. As used in these Rules and Regulations, the Developer may not be the final user of the facilities requested or the entity for which electric service was provided. However, the Developer may be considered an Applicant or a Customer during the planning and construction phase of the development.
- 2.9 DWELLING UNIT
A Dwelling Unit is defined as one or more rooms arranged for the use of one or more individuals as a single housekeeping unit, with cooking, living, sanitary, and sleeping facilities.
- 2.10 DEMAND SIDE MANAGEMENT (DSM)
DSM means managing and/or controlling loads which result in reducing the Customer's Load when ordered by the City to do so.
- 2.11 DSM RESOURCES
Resources used by the Customer in order to manage and/or control his loads.
- 2.12 EXTRA FACILITIES
Extra facilities are the facilities which are in addition to the facilities provided by the City for providing Service under a Rate Schedule incorporated in this Tariff.
- 2.13 FERC
Federal Energy Regulatory Commission, a federal regulatory agency which regulates all wholesale power supply generation and transmission and other related services.
- 2.14 OFF-PEAK HOURS
Off-Peak Hours are the hours other than On-Peak Hours.
- 2.15 ON-PEAK HOURS
On-peak hours are those hours of the week when, for some Service Classifications, the Utility may charge higher rates for energy and/or Demand. The rates for the Utility's Customers may be higher because the cost of purchasing power from the Utility's wholesale provider is also higher. Off-peak hours are those hours when the Utility may charge a lower rate. On-peak hours are 6:00 AM to 10:00 PM Eastern Prevailing Time Monday through Friday, excluding holidays falling on weekdays. All other hours are off-peak hours.
- 2.16 PJM

PJM Interconnection, LLC, is a FERC authorized regional transmission organization (“RTO”) which operates transmission service, and organized electric market in a number of states, including the state of Delaware.

2.17 POINT OF ATTACHMENT

In aerial services, the Point of Attachment is the physical attachment point on the Customer's facility where the City's service drop messenger cable attaches via Customer-owned insulator and associated hardware.

2.18 POINT OF DELIVERY

That point where the Customer takes electric service from the City and terminates its wiring and facilities for connection to the supply lines of the City. The City will own and maintain all facilities up to the Point of Delivery. For a typical aerial service at secondary voltages, the Point of Delivery is defined as the connection between the Customer-owned service entrance cable and the City-owned service drop conductors and connectors. For a typical residential underground service at secondary voltages, the Point of Delivery is defined as the connection between the Customer-owned meter socket located on the Customer's home and the City-owned underground service cable. In the case of some older services when meter pedestals were furnished, it would be defined as the connection between the Customer-owned underground service entrance and the City-owned connection.

2.19 PURCHASED POWER COST

Purchased Power Cost means the costs incurred by the City to purchase power supplies for providing Service to its Customers.

2.20 RATE SCHEDULE

Rate Schedule means the rate for the Service Classification under which a Customer is taking Service from the City.

2.21 RESIDENCE ¹

A bona fide, occupied dwelling unit suitable for year-round permanent human occupation, and connected to working water and sewer systems and an active electrical supply. Such dwelling unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. A residence may be part of a mobile home, house, duplex, town house, apartment building, or other structure.

2.22 RESIDENTIAL PROPERTY OWNER

A Customer of the City's Electric Department who owns and lives on the property associated with the Customer's electric account.

2.23 RULES AND REGULATIONS

¹ This definition is based on the 2006 IBC/IBR/IPMC International Building Code definition for "Dwelling Unit".

City's rules and regulations related to Service provided by the City.

2.24 SECONDARY SERVICE

The provision of electricity at a transformed voltage which is less than the Utility's distribution voltage. Secondary Service, as used in these Rules and Regulations, typically refers to single phase or three phase circuits carrying a nominal voltage of 480 volts or less between any two conductors. See also "Service".

2.25 SERVICE

1. Any electricity which the City may supply, or any work or material furnished or any obligation performed by the Utility under any Rate Schedule of the Utility.
2. Overhead and underground conductors and associated materials between the last aerial structure (typically a pole) or underground terminal (typically a pad-mounted transformer) of the City's electric distribution system and the point of connection with the Customer's facility (typically a building eave or wall).

2.26 SERVICE CALL

Work performed by the City employees at the Customer's facility upon request by a Customer. Service calls may involve investigation, troubleshooting, or repair of components of the Customer's facility outside of the normal repair and maintenance responsibilities of the City.

2.27 SERVICE CLASSIFICATION

Customers are grouped into different Classes based on their nature of Service such as residential, commercial, etc., power consumption and the voltage at which they take Service. This classification is referred to as Service Classification.

2.28 SUPPLY SERVICE CHARGES

Supply Service Charges shall mean the charges to Customers for recovering the City's costs of power supplies used for providing Service.

2.29 TARIFF

1. The monetary rates applied by the City to electric service provided and the conditions of the electric service.
2. As used in these Rules and Regulations, "Tariff" also refers to those sheets in the "Service Classifications" section of this document.
3. The word "Tariff" also is used to refer to all of the rules and regulations governing the operation of the Electric Department and the supply of electric service. Consequently, "Tariff" is sometimes synonymous with "Rules and Regulations".

2.30 UTILITY

"Utility" shall mean City of Milford Electric Department, or any successor organization, that provides electric service to the Customers in the City's service area.

SECTION 3 APPLICATION AND CONTRACT FOR SERVICE

3.1 APPLICATION FOR SERVICE FOR OWNER OCCUPIED PROPERTIES

An application for the supply of service is required from each Applicant (prospective Customer). This application, when executed by the City and the Applicant, shall be subject to the terms of the applicable Service Classification and these Rules and Regulations. The City reserves the right to require reasonable evidence of the Applicant's identity and service address, satisfactory to the City, and to make a reasonable credit investigation of such prior to rendering service. The City reserves the right to require a written application from any Applicant executed in a form satisfactory to the City. Applicants shall be eighteen years of age or older.

3.2 APPLICATION FOR SERVICE FOR NON-OWNER OCCUPIED PROPERTIES

An application for the supply of service is required from each Applicant (prospective Customer). This application, when executed by the City and the Applicant, shall be subject to the terms of the applicable Service Classification and these Rules and Regulations. The City reserves the right to require reasonable evidence of the Applicant's identity by requiring the Applicant to provide a valid identification card or driver's license issued by the State of Delaware or a valid U.S. Military Identification card and service address satisfactory to the City and to make a reasonable credit investigation of such prior to rendering service. The City reserves the right to require a written application from any Applicant executed in a form satisfactory to the City. Applicants shall be eighteen years of age or older.

3.3 RIGHT TO REJECT APPLICATION

The City shall have the right to reject and may reject any application for Service if the Applicant does not meet all the requirements of the Rules and Regulations and Tariff. The Applicant shall be given the reason or reasons for rejection of the application for service in writing, if requested.

3.4 ONE POINT OF DELIVERY

The Service Classifications of the Tariff, unless otherwise stated, are based upon the supply of the Service to one entire premise through a single delivery and metering point. The City will supply only one metering installation for each Class of Service. The use of Service at two or more separate properties will not be combined for billing purposes. The City reserves the right to deliver Service to more than one point where the Customer's load or service requirements necessitate such delivery. This procedure is applicable to large industrial or commercial Customers having extensive operations in a contiguous area. Where the Customer desires an extra supply circuit not necessitated by load or service requirements, he shall pay the City the full cost of this additional facility.

3.5 SERVICE AT NEW LOCATIONS

Service at new locations will be rendered only when all bills for Service to the Applicant/Customer at any other locations have been paid, or credit arrangements

satisfactory to the City have been made. The Customer must also have made all deposits as may be required in Section 4 (Customer's Deposits) or Section 18 (Primary Extensions).

3.6 PERMANENT SERVICE CONTRACTS

Standard contracts shall be for terms as specified in the statement of the particular Service Classification, but where large or special investment is necessary for the supply of Service, or where Service is to be used for temporary, seasonal or unusual purposes, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required under circumstances as defined in Section 18 (Primary Extensions).

3.7 TEMPORARY SERVICE

Temporary Service is service, ordinarily not recurrent in nature, required for construction power, one-time events (i.e. fair or carnival), or temporary structures. Temporary Service will be rendered only when and where the City has the necessary facilities available to render the Service applied for, without detriment to the Service of other Customers.

The Customer shall pay the entire cost of the installation and removal of required facilities installed for the sole purpose of the Temporary Service. A fee will be charged to cover the labor estimated to install and remove the required facilities, and for any non-returnable material. An additional fee may be required to cover the estimated electric usage over the life of the Temporary Service and/or a meter deposit. (See Fee Schedule, Appendix 1) Where facilities may be endangered by construction or proposed usage, the Customer may be required to purchase, own and maintain the transformer and other related equipment. Temporary Service is available only under Service Classifications "Residential" "SGS", "MGS", "LGS" or, "GSP", as applicable based on the size of Service, for a period of no longer than 12 months after the date of connection. If construction has been delayed, the Customer may apply for a new Temporary Service. If the Temporary Service is converted to a permanent Service (by specific exception, see Section 8.1) any additional cost resulting from the Customer's modification will be borne by the Customer. Any additional fees required by the Fee Schedule (Appendix 1) will be paid prior to any re-connection of service. The monthly minimum bill for Temporary Service will be determined by the minimum charge provision of the appropriate Rate Schedule serving the Customer.

Temporary Service will be subject to the electrical inspection requirements as incorporated in Section 7. A schedule of the established Temporary Connection Fees is found in Appendix 1.

3.8 RIGHT-OF-WAY

3.8.A GENERAL

The Applicant(s) requesting Service shall furnish to the City suitable Right-of-Way for the installation and maintenance of facilities on, over, under and across the premises. Right-of-Way is for the purpose of providing Service to the Applicant(s) and to premises and other users in the vicinity. Right-of-Way Agreements are set forth on forms provided by the City. These Rights-of-Way

shall grant the City permission to utilize locations and facilities which are suitable (in the City's sole discretion) for the installation of City facilities. The City will not begin field layout or construction of facilities until suitable Right-of-Way agreements have been executed.

If it is necessary to acquire Right-of-Way from others such as abutting property owners, lessors, railroads, etc., in order for the City to serve the Applicant, then the Applicant shall be responsible for obtaining such Right-of-Way at its own cost. The City shall not in any way be subject to any claims from the Applicant/Customer deriving from delays in obtaining Right-of-Way. Where, due to the nature of the property to be served, the City finds that the exact boundaries are of critical importance, the Applicant will locate and mark such boundaries to the reasonable satisfaction of the City.

Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the City and the said clearing to be completed in reasonable time to meet Service requirements to the City's satisfaction determined by the City at its sole discretion. The Right-of-Way construction area as designated by the City shall be graded to within six (6) inches of final grade before the City will commence construction. If subsequent to construction start-up, the City is required to relocate or adjust any of its installed lines or change plans, the cost of such adjustments of relocation shall be borne by the Applicant, his successors or assigns.

The City shall construct, own, operate, and maintain distribution lines only along public streets, roads, and highways which the City has the legal right to occupy, and on public and private property across which Rights-of-Way and easements satisfactory to the City have been granted. Right-of-Way must be provided within a reasonable time and without cost to the City. In some circumstances, a nominal Right-of-Way Fee, at the City's sole discretion, may be paid by the City (See Fee Schedule, Appendix 1).

3.8.B REQUIRED PROPERTY INFORMATION

The Applicant shall furnish, at no charge to the City, property plans, utility plans, plans indicating connected electrical load, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. Proposed utility Rights-of-Way and/or easements shall also be delineated on plans. The City shall review these proposed easements and Rights-of-Way for adequacy and shall notify the developer of required modifications. This information is required in reasonable time to allow the City to design and construct its facilities in a safe and efficient manner to meet Service requirements and to comply with applicable laws, codes and rules and regulations.

3.8.C TREE TRIMMING

The City must attempt to maintain the integrity of its electric lines through periods of winds and storm. The Applicant, by either applying for electric service

from the City or by granting a Right-of-Way, agrees to such tree trimming as is necessary to ensure the integrity of the City's electric lines, transformers or any facility of the City's electric distribution system in the right of way. The City may trim any portion of a tree within (50) fifty feet of electric lines. The City is the sole judge of the need to trim branches or remove trees to protect the integrity of its lines.

3.9 NON-TRANSFERABILITY OF SERVICE

The contract for Service is not transferable, except by a Customer to his or her co-signer of the application. When the application is made jointly by co-signers, upon the death of either such Customer, such application or contract shall be deemed to be held solely by the survivor(s), subject to the Tariffs provided.

SECTION 4 CUSTOMER ADVANCE/ USAGE, IMPACT FEES & DEPOSITS

4.1 GENERAL

The City, at its sole discretion, may require from a Customer, prospective Customer or Applicant an advance usage fee or deposit for each account to guarantee payment of bills for Service. Where the City holds more than one advance usage fee or deposit for separate accounts for the same Customer, the City will administer each advance usage fee or deposit individually. At its sole discretion, the City reserves the right to waive Deposit from any Customer. Electric Deposit Agreement is attached to this Section.

4.2 RESIDENTIAL CUSTOMERS

4.2.A RESIDENTIAL CUSTOMERS WHO RENT PROPERTY

An advance usage fee (Deposit) will be charged to new Applicants who are residential renters. (See the Fee Schedule, Appendix 1)

4.2.B RESIDENTIAL CUSTOMERS WHO OWN PROPERTY

Residential Customers who own the property associated with the electric account may not initially be charged a Deposit. However, if the Customer is delinquent in any two consecutive months after Service is initiated, a Deposit may be charged at the same rate as if the Customer is a renter. (See the Fee Schedule, Appendix 1) Service may be terminated for failure to pay the Deposit when requested. If the Customer fails to pay his bill, a lien may be placed against his property and his Service may be terminated in accordance with Section 5.6 and Section 16. On presentation of facts indicating that payment of a Deposit would create a severe hardship, the City may allow payment of the required Deposit to be deferred to the first month's bill or paid in three consecutive billing periods.

4.3 COMMERCIAL CUSTOMERS

A Deposit will be charged to all new commercial Customers with an electric account. Electric service will not be connected until the deposit is paid. (See the Fee Schedule, Appendix 1)

On presentation of facts indicating that payment of a Deposit would create a severe hardship, the City may allow payment of the required Deposit to be deferred to the first month's bill or paid in three consecutive billing periods.

In the case of Customers with an expected monthly load of 500 KW or an expected monthly bill above \$5,000, the City may choose to waive the Deposit. In such cases, in lieu of a Deposit, the City will accept a surety bond from a bank, the proceeds of which shall equal two times the expected monthly bill.

4.4 PROVISIONS FOR ALL DEPOSITS

4.4.A Deposits shall be in an amount equal to two-twelfths of the estimated annual revenue or a minimum as may be reasonably required by the City. (See Appendix 1-Fee Schedule) No interest will be paid on the Deposits from the Residential Customers. Simple annual interest will be paid on the Deposit from other Customers. Interest will be paid at the time the Deposit is returned to the Customer. No interest will be paid unless the Deposit is held longer than ninety days.

4.4.B The deposit shall cease to draw interest: On the date the deposit is returned to the Customer, or on the date service is terminated, or on the date notice is sent to the Customer's last known address that the deposit is no longer required.

4.4.C Deposits shall not be applied against the amount due on a regular bill, however they will be applied against the final bill if account is not current.

4.4.D At the beginning of City's each fiscal year, the City may give considerations to the return of the Deposits to Customers in good account standing. The City may return the Deposit to a Customer under the following conditions:

1. The Customer has been taking uninterrupted Service for a minimum period of three (3) years from July 1;
2. The Customer has not been sent more than three (3) disconnect notices by the City;
3. The Customer's checks have not been returned for more than three (3) times.

4.4.E At the termination of an account, the customer must request a return by submitting a written request with a valid forwarding address. The Deposit Return Request Processing Fee will be deducted from the return balance. (See Appendix 1-Fee Schedule)

4.5 ELECTRIC SYSTEM IMPACT FEES

Prior to the issuance of a building permit by the Code Official or other duly authorized representative, all developers or owners of newly constructed structures requiring Service may be charged the Impact Fee in accordance with the Electrical Impact Fee Schedule included in Appendix 1. The City reserves the right to bar occupancy of any such structure and withhold Service until such time as the aforementioned Impact Fee is paid in full. The

Impact Fee shall be used for construction, maintenance and expansion of the City's electric system.

Impact Fees may be reviewed annually, and not less than 5 years, by City Council and may be adjusted periodically as determined necessary.

4.5.A Any structure that does not receive a certificate of occupancy, in accordance with this schedule, 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.

SECTION 5 PAYMENT TERMS

5.1 BILLING PERIOD

Rates for Service are stated on a monthly basis and bills are rendered monthly. Meter readings are scheduled at approximate monthly intervals from 27 to 33 days.

5.2 WHEN BILLS ARE PAYABLE

Payments must be received by the close of business on the due date to avoid penalties. Payments placed in the drop box on the due date after 4:30 PM will be considered late and subject to penalties.

The late payment charge will not be applied to balances which are under dispute (See Appendix 1-Fee Schedule).

5.3 PAYMENTS OF DELINQUENT BILLS

The Customer may avoid Service termination for non-payment of bills by making payment of the total unpaid balance to the City cashier during the Hours of Operation (See Section 1.9) or Extended Hours of Operation of the City Offices prior to the close of business on the day prior to the scheduled disconnection. The City may give a grace period, not to exceed three (3) Business days, for the payment of delinquent payments before disconnecting the Service. Delinquent payments received at the City Offices or placed in the drop box after the close of business on the day prior to the scheduled disconnection may be subject to an administrative fee that must be paid prior to the restoration of Service. During non-hours of operation, delinquent payments may be made at the Customer Service Center at 119 South Walnut Street, Milford, DE 19963, 302-422-6616 during Extended Hours of Operation. (See Section 1.10)

5.4 ESTIMATED BILLS

When the City's Electric department is unable to read the meter for a particular Customer at any regular reading date, the City may render an estimated bill. Reasons for estimating the bill could include:

- a. Discovery of inoperable or defective meters as covered in Section 10,
- b. Significantly varying readings from past electric consumption, or
- c. The area in which the meter is located is not accessible in a reasonably safe way.

In the case of varying readings from past readings, an investigation into the reason for such variations will be made at Customer's request as per Section 10.4.

5.5 RETURNED CHECKS

Checks given in payment for Utility Services, Customer Deposits, or reconnection charges which are returned to the City unpaid by the Customer's Bank, will result in an additional returned check charge per check, per occurrence (See Appendix 1-Fee Schedule). The return check charge shall be levied against the Customer's account.

Upon the second occurrence of a returned check, the Customer shall be notified that they will be placed on a cash only basis for a period of one year.

5.6 AUTHORITY TO DISCONTINUE SERVICE FOR NON PAYMENT

The City reserves the right to discontinue Service in accordance with provisions of these Rules and Regulations and the accompanying Tariff and/or take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the City. (Reference: Section 16)

5.7 DELINQUENT CHARGE INSTALLMENT AGREEMENT

The City may make arrangements for installment payments for those Customers who are unable to pay their bill due to unusual or severe circumstances. However, if the Service has been disconnected, the Customer must pay the Reconnection Charges.

The installment payment agreement constitutes a contract between the Customer and the City, which guarantees payment by the Customer for the amount of the agreement over the specified period. Request for installment payment agreements are subject to City approval and must be approved by the City's billing supervisor or designee.

Failure of the Customer to meet the conditions of this installment payment agreement including prompt payment of the current bill shall constitute a breach of this agreement and entitles the City to pursue collection and Service termination procedures under the rules and regulations outlined in these Rules and Regulations and the accompanying Tariff. Such a breach will also cause the Customer to become ineligible to make an installment payment arrangement for a period of 12 months.

5.8 BUDGET BILLING

A Customer may request for a budget billing and the City reserves the right to establish a budget billing program. Budget billing provides a payment plan which allows Customers to levelize their monthly bills. Any Customer with good credit standing with the City may elect to be placed on budget billing once per calendar year, as long as they are not an assistance-based customer. Under this plan, the Customer will be billed for eleven months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month will consist of the actual metered billing for that month plus the difference between the actual amount due to date and the budget amount paid to date.

In no case will the under-calculation of a projected bill absolve the Budget Billing

Customer from paying for the actual amount of consumed energy. If the under collection is too great, then at the option of the City, monthly budget billing amounts can be increased at any time during the eleven month budget billing period.

If the monthly budget billing is not paid, the Customer will be notified by mail that the monthly budget billing will be terminated unless payment of the balance due is received by the late date. Any Customer who is participating in budget billing will not be eligible for the Delinquent Charge Installment Agreement. If the budget billing is terminated, the current finance charge will be applied to the unpaid balance (See Appendix 1-Fee Schedule).

5.9 POST-DATED CHECKS

Post-dated checks will not be accepted until the date of the check. Post-dated checks will not abate imposition of any late charges incurred.

SECTION 6 ADMINISTRATION OF SERVICE CLASSIFICATION

6.1 LOAD INSPECTION

When the Service is supplied under Service Classifications which base the Billing Demand or Minimum Charge upon the Customer's connected load, the City's representative shall have access to the premises at reasonable times to inspect and count the connected load.

6.2 CHOICE OF SERVICE CLASSIFICATION

When two or more Service Classifications are available for the same Class of Service, the Customer may select the Service Classification to be applied to his Service.

6.3 CITY ASSISTANCE

The City, upon request, will assist the Customer in the selection of the most advantageous Service Classification, but the duty and responsibility of making the selection shall at all times rest with the Customer. In the event, the Customer fails to select the Service Classification, the City may assign the Service Classification to the Customer and the Customer shall have no recourse to any damages caused by the City's selection, however, the Customer may request a change in its Service Classification.

6.4 CHANGING SERVICE CLASSIFICATIONS

When a Customer has selected the Service Classification for his Service, its application shall remain in effect for the contract term which the Service Classification specifies. If a Customer's consumption characteristics change so that they fall within the parameters of a different Service Classification, the City reserves the right to change the Customer's Service Classification at any time.

6.5 INTERDEPARTMENTAL BILLING

The City shall bill its internal utility accounts (City Accounts) at the rate for that Customer Class for which the City Account may qualify. The Billing period will be addressed in accordance with the applicable Service Classifications. Rates are stated on a monthly basis

and bills are rendered monthly following the supply of Services.

SECTION 7 CUSTOMER'S INSTALLATION

7.1 CUSTOMER'S WIRING

All of the Customer's wiring and appurtenances shall be furnished, installed and maintained by the Customer. The City shall not be liable for loss or damage resulting from the Customer's wiring or equipment.

The City may delay the construction of an extension and/or Service until the Applicant (or Applicants) has completed the wiring and installation of equipment necessary to receive and use Service. The Customer's facilities at the Point of Delivery and the Service entrance shall be in accordance with the *National Electrical Code (NEC)*², the *National Electrical Safety Code (NEESC)*³, and the City's standards for such facilities.

7.2 DESCRIPTION OF INSTALLATION

The Customer shall present, in writing, complete specifications of equipment, connected electric loads, location plans, electric vaults, cable runs, substations and other data required, so that the City may advise the character of the Service it will furnish, the point at which it will be connected and metered and any other requirements associated with the special conditions of the Service.

7.3 ELECTRICAL INSPECTION

All new wiring and equipment, or changes in wiring and equipment, shall conform to the standards of the National Electrical Code and of local codes in force at the time.

In no event shall the City be under any obligation to inspect the wiring or appliances of the Applicant. The City may refuse to supply Service to the Applicant if the City believes the wiring or appliances do not comply with the applicable codes and recognized requirements.

On receipt of a Temporary Cut-in Card issued by a qualified electrical inspection agency and/or a Waiver, at the sole discretion of the City, signed by the property Owner and the Electrician that holds the City harmless, the City may render Service to the Customer on a temporary basis for a period of not more than 10 working days. If a Final Cut-in Card issued by a qualified electrical inspection agency is not received within this 10 day period, the City shall disconnect Service until such is received.

The City will further render permanent Service only after receipt of an executed Final Cut-in Card stating notice of approval issued by the duly recognized inspection agency.

² The *National Electrical Code* is a registered trademark of the National Fire Association.

³ The *National Electrical Safety Code* is a registered trademark of the Institute of Electrical and Electronics Engineers, Inc.

This card must be submitted to the City by the Customer's electrician. After the final Cut-in card has been received, the associated temporary account will be closed.

7.4 REVERSE PHASE RELAY

The Customer shall install, at his expense, a Reverse Phase relay of approved type on all motors and other equipment where a definite direction of rotation must be maintained. The Customer shall be responsible for all damages caused to the system due to its failure to install a proper Reverse Phase Relay.

7.5 PHASE PROTECTION

The Customer shall install, at his expense, suitable voltage or current type devices which will protect his equipment from damage in event of phase outages. The City shall not be responsible for any damage caused to the Customer due to the Customer's failure to install a Phase Protection system.

7.6 MOTORS

The City shall always be consulted with regard to the requirements as to the size of motor and starting current limitations as well as voltage and phase of service which will be furnished. The City reserves the right to refuse Service to any size motor where the starting currents are deemed to be excessive at City's sole discretion. Starting currents must be limited by the Customer to acceptable levels.

7.6.A MOTORS, GENERAL

It is characteristic of most electric motors, large welding machines and arc furnaces to draw large momentary starting current. This may result in objectionable variations in the voltage supply of other Customers who receive their Service from the same circuits or transformers. In the interest of all of City's Customers, it is therefore necessary for the City to limit the value of starting current which may be drawn by various classes of motors connected to City's lines.

Some latitude in the permissible starting current of motors may be permitted under certain conditions at City's sole discretion, such as when motors are started very infrequently (once or twice a day), when motors are supplied from large capacity circuits and transformers, when motors are necessarily supplied from individual transformers on the Customer's premises, etc. Limitations will be site specific.

The City must always be consulted in advance regarding motor installation above 5 horsepower single phase or above 10 horsepower three phase to insure the proposed installation is acceptable to City.

7.6.B MOTORS RESIDENTIAL

Single phase, 120 volt motors will be permitted providing the maximum starting current does not exceed 100 amperes. (Typically 2 HP or 12,000 BTU/hr. air conditioner.) Single phase, 240 volt or 208 volt motors will be permitted, however,

when the maximum starting current exceeds 150 amperes, the City shall be contacted for approval before purchasing equipment. A/C and heating equipment exceeding 100 amperes shall be a split-unit type with two or more compressor motors, interlocked so that not more than one motor can start at any one time. Three-phase, 208 volt service normally will not be supplied for residential service.

7.6.C MOTORS COMMERCIAL

When commercial installations are located in areas, which are primarily residential, or rural, they normally will be treated as covered by the above section on "Motors Residential". The City may refuse single-phase service to motors rated 5 horsepower or more and to poly phase motors rated less than 5 horsepower or to Customers with a total three phase connected motor load less than 6 horsepower.

7.6.D MOTORS INDUSTRIAL

Due to the wide variety of equipment and methods of service, general rules for starting motors cannot be specifically outlined. Additions to existing installations can be made which will not increase the maximum starting current of the installation. In all other cases, the City must be consulted as to the maximum allowable starting currents.

7.6.E MOTOR PROTECTIVE DEVICES

All motors should be provided with devices that will protect the motor and circuit against overload or short circuit in any wire. Refer to the NEC for motor protection details. Motor equipped with reduced voltage starters that cannot be safely subjected to full voltage at starting should be provided with a device to insure that on the failure of the supply voltage, the motor will be disconnected from the line or the starter returned to the "off" position, unless the motor is equipped with automatic restarting means. To prevent unnecessary shutdowns, it is recommended that this starter be equipped with a time delay feature to prevent the starter from dropping out and to permit the motor to continue to operate during a momentary voltage change.

The direction of phase rotation and the continuity of all three phases of the alternating current supply are carefully maintained, however, the City cannot guarantee against accidental or temporary change of failure thereof. Therefore, motors or other apparatus requiring unchanged phase rotation or continuity of three-phase supply should be equipped, by the Customer, with suitable three-phase protection against the reversal or phase failure.

7.6.F WELDERS

In every case the Customer or Contractor shall consult with the City concerning the electrical supply to electric welders before any commitments for their purchase or installation are made.

7.6.G GENERATORS

No Customer shall install any generation equipment without a written approval

from a City's authorized representative. The City must always be consulted concerning the installation of any electric generating equipment. In all cases of emergency standby generation (Non-Cogeneration) a single operated break before make type double throw switch shall be installed between the generator and the City's supply, to prevent the generator from being connected to the City system at any time. Closed transition switching may be permitted after a Customer and equipment specific evaluation is made by the City. Portable generators may only be used with service conductors physically disconnected from the utility system.

7.7 RIGHT TO INSPECT

The City reserves the right, but is not obliged, to inspect any installation either before electricity is introduced or later if it believes there may be unsafe or hazardous conditions. The City also reserves the right to reject any wiring or appliances not in accordance with the City's standard requirements. Even when the City performs an inspection or otherwise, the City shall not be liable for any loss or damages resulting from defects in the installations, appliances, or wiring which may occur on the Customer's premises.

7.8 PROTECTION FOR COMPUTERS AND ELECTRONIC EQUIPMENT

The Customer shall install, own, and maintain suitable surge, outage, and harmonic protection equipment to protect computers and other sensitive electronic devices. When the Customer has important, sensitive electronic data, the Customer shall be responsible for installing uninterruptible power supply (UPS) equipment to protect the data. The City shall in no way be liable for any damage to the Customer's electronic equipment, computer hardware or software, loss of data associated with the computer hardware and associated equipment, or any other consequential damage due to voltage spikes, surges, or loss of Service.

7.9 POWER QUALITY

When an electrical disturbance affects either the City's distribution system or Service to another Customer and the disturbance is found to be due to a specific Customer's installation (such as resulting from load imbalance, the operation of motors, variable speed motor drives, power generator, or other electrical equipment), the Customer causing the disturbance shall discontinue operation of the suspect equipment until suitable corrective wiring or equipment has been implemented on the Customer's premises to eliminate the disturbance. Such corrective action to eliminate the cause of the disturbance shall be made at the Customer's expense. The City shall have the right to inspect and test the Customer's electrical equipment to determine if it has any electrical characteristics which may cause undue disturbance to the City's system or affect the Service to other Customers. The following are the City's guidelines for disturbance types:

7.9.A WAVE FORM DISTORTION

The maximum total wave form distortion caused by the Customer's equipment, including a maximum of 1% phase voltage imbalance, shall be limited to 5% measured at the Point of Delivery.

7.9.B HARMONIC DISTORTION

The total Harmonic Distortion shall not exceed 5% with any single harmonic distortion not exceeding 3% measured at the Customer-City interface.

7.9.C COMMUTATION NOTCHES

Distortion caused by the commutation of solid state devices between conducting and non-conducting conditions in the form of notches on the voltage waveform shall be limited to less than a 3,400% volts-microseconds area under the notch.

7.9.D STAGGERED STARTUPS

During start-up operations, Customer's machinery and equipment shall be started on a serial or staggered schedule with no more than 500 HP per step so as to minimize the impact of such startups on the City's electric system. Such schedule shall be provided to, and approved by the City in advance, and any necessary modifications to the schedule shall be communicated to the City immediately. Between each step, the customer shall provide a time interval of a minimum of fifteen (15.0) minutes, preferably one hour. This time interval helps to reduce the power cost to the Customer and the City.

7.10 DAMAGE TO CITY'S SYSTEM

The Customer should ensure that its installation of any facility listed in this Section does not interfere with the City's operations or cause damage to any of the City's facilities. In the event the Customer's installation causes damage to the City's operations or facilities, the Customer shall be responsible for all the costs associated with such damage.

SECTION 8 SECONDARY SERVICES & TRANSFORMER INSTALLATIONS

8.1 GENERAL

"Secondary Services" and "Services" as used in this section refer to overhead and underground conductors and associated materials between the last aerial structure (typically a pole) or underground terminal (typically a pad-mounted transformer) of the City's electric distribution system and the point of connection with the Customer's facility (typically a building eave or wall). Service as used in this section typically refers to the provision of electricity at 480 volts or less. The City's system facility from which the Service is installed may be on public or private right-of-way. Non-refundable charges may be assessed based on the Customer request and the type of service required. (See Fee Schedule, Appendix 1)

The Service connection location must be approved by the City. It will normally be located on the Customer building at a point nearest to the point at which the electric service enters the property to be served. It must be located so that the Service will be clear of obstructions and have adequate support. The Service attachment device will be approved by the City and supplied and installed by the Customer. Any modification of the Service requested by the Applicant must be agreeable to the City. Any additional cost resulting from the Applicants requested modification will be borne by the Applicant. Services will not be connected until satisfactory payment or credit arrangements are made

in accordance with charges as detailed in this Tariff and referenced in the Fee Schedule, Appendix 1.

All persons who work on electrical equipment or wiring that interfaces with the City's electrical distribution system must be licensed by the State and possess a City's contractor license. Homeowners may work on their own electrical systems when issued an appropriate permit from the County in which they live and have their work inspected by an approved electrical inspection Agency.

Only authorized City personnel are permitted to connect or disconnect a Customer's facility to the City's distribution system. The Customer or Customer's representative (electrician) should arrange with the City to have the meter disconnected prior to performing any modification to the Customer's electric Service. The City will reseal the meter when the modification is complete. (See Fee Schedule, Appendix 1, for the appropriate charge) In the case when, in conjunction with electrical work on the Customer's facility, the meter has been disconnected without City involvement, a resealing fee will be applied (See Fee Schedule, Appendix 1).

8.2 RESIDENTIAL OVERHEAD SERVICE

The City will install, own, and maintain all overhead services. The City will install, without charge, to the Customer the first 150 feet from the existing overhead facilities. Overhead services in excess of 150 feet will be provided at a charge to the Customer as provided in Fee Schedule, Appendix 1.

8.3 COMMERCIAL OVERHEAD SERVICE

The City will install, own and maintain all overhead services. The City may install without charge the first 150 feet from the existing overhead facilities. Any Charges will be determined by the City on a case by case basis.

8.4 UNDERGROUND SERVICE

All residential meters will be located on Customer Owned Facilities. The City reserves the right to waive this requirement under special circumstances. These Customer owned facilities will generally be considered to be their dwelling or garage. The Service entrance location must be approved by the City prior to the start of construction.

The City will install, own and maintain all residential underground service up to but not including the meter socket. Where the City's distribution lines are underground, only underground service will be provided. All Commercial Underground will be installed and maintained by the Customer.

8.5 RELOCATION OF SERVICE

Any alterations, changes or relocations of City-owned services, which are requested by and for the convenience of the Customer, and approved by the City, shall be made by the City and the cost paid by the Customer.

If the City is required by any state or other public authority to relocate any portion of the City's distribution system, the Customer, at his expense, shall make the necessary

changes in the location of his facilities for receiving Service. The City will attempt to negotiate with the state or other public authority to include the Customer's expenses for relocation, however, the City's failure to successfully negotiate with the state or other public authority shall not relieve the Customer's from the responsibility of the relocation expenses.

8.6 TRANSFORMER INSTALLATION

The City will make transformer installations on public rights-of-way only as permitted by the regulations of the public authorities. The type of metering or load requirements may require the Customer to provide for the installation of transformer facilities on a private property right-of-way. Transformers shall be situated in such a manner that they are separated from, and do not interfere with, and are not interfered or endangered by the location of other structures or proposed structures such as concrete curbing, water supply sources, fire hydrants, parking lots, etc. The Customer shall provide the City with proposed transformer locations for the City's review and approval prior to the finalization of plans for transformer placement. (See also Section 3.8)

If the electricity supplied is metered at primary voltage, all required structures and/or vaults⁴ and electrical substation equipment, including protective devices, shall be installed, owned and maintained by the Customer.

8.7 DISCONTINUED SERVICE

When Service to a Customer is discontinued, the City may disconnect Service but leave any or all of its Service connection facilities on the premises to facilitate the Service to future Customers. Customer must not remove any City's facility without the City's written approval.

8.8 SUPPLY VOLTAGES

All references to voltages are standard or nominal voltages and actual voltages supplied may vary above or below these specified voltages within the limits prescribed by accepted utility practice. The City may specify the voltage and the minimum and maximum load that it will supply at any particular voltage.

Not all types of electric service listed below are available at all locations. Subject to limitations, the types of secondary electric service available, with their nominal voltages, are:

<u>Phase</u>	<u>Volts</u>
Single Phase 3 Wire	120/240 Volts
Single Phase 3 Wire	120/208 volts (Network)
Three Phase 4 Wire ²	08Y/120 volts
Three Phase 4 Wire	480Y/277 volts

⁴ The City's policy is to avoid the use of vaults in new construction. New services will be rendered in vaults as an exception and at the sole discretion of the City.

8.9 METERS

The City shall designate the location of meters. The meter pan location must be approved by the City prior to the start of construction. Unless otherwise approved by the City, meters will be located on the front half of homes or garages as close to the point the Service enters the property as possible. At no point will the metered service be enclosed by a fence, wall, or partition.

8.10. TREE TRIMMING

Rights-of-way granted to the City shall grant the City the Right to trim and/or clear trees and other obstructions, as it deems necessary. The City will also have the right to require the Customer at his expense to have his own contractor trim and/or clear trees or other obstructions to the satisfaction of the City when, in the City's judgment, such trees or other obstructions threaten the integrity of the City's electric lines or equipment, or other property owner'(s) property. In such cases, the Customer will be given 10 fair-weather⁵ days to rectify the situation. However, when such overgrown trees or other obstructions create an imminent danger to the City's electric lines or equipment or other property owner'(s) property, without providing any notice to the Customer, the City reserves the right to disconnect the Customer's service (see Section 16), trim and/or clear the trees and other obstructions, and reconnect the Customer. In such cases, the City will bill the Customer for these services including for tree trimming. (See Chargeable Service Call and Reconnect Charges in the Fee Schedule, Appendix 1).

When overgrown trees or other obstructions cause an outage of the Customer's service due to damage to the City's electric lines or equipment, the City reserves the right to clear the trees, and/or other obstructions, and to make the necessary repairs to reconnect the service. In such cases, the City will bill the Customer for the clearing of the trees or other obstructions and for the required repairs. (See Chargeable Service Call and Reconnect Charges in the Fee Schedule, Appendix 1).

Pad-mounted transformer areas are to be free of trees, plantings, or other obstructions to within six feet of any edge of the concrete or fiberglass pad.

These rights-of-way shall grant the City permission to utilize locations and housings which are suitable (in the City's sole opinion) for the installation of City facilities.

SECTION 9 METER INSTALLATIONS

9.1 METER SOCKETS SUPPLIED BY CUSTOMER

Residential meter sockets shall be of a type approved by the City and shall be procured by and installed by the Customer. The Customer is responsible for maintaining the meter socket in a safe and workmanlike operating manner. The City reserves the right to

⁵ In the case when inclement weather during the ten day period prevents a reasonable effort to rectify the situation, the Customer may apply for an extension of time. In such cases the City may grant an extension that will include at least ten "fair-weather" days. A fair-weather day is defined as a day when, in the opinion of the City of Milford, weather conditions permit sufficient opportunity for the required work to be accomplished.

disconnect Services within ten fair-weather⁶ days of notification to an Applicant or Customer whose socket(s) are not maintained in a safe and workmanlike operating manner.

If, in the City's sole judgment, there is a clear and imminent danger to life, health, or property from a Customer's poorly maintained meter socket, the City reserves the right to make the necessary repairs and bill the Customer. All three phase and all K-base meter installation will have a disconnect of appropriate size on the load side of the metered Service which allows the meter to be read during time of discontinued Service (See Chargeable Service Call in Fee Schedule, Appendix 1)

If the Customer should desire to have multiple pan meter sockets, these sockets must be approved by the City prior to installation of meters and must be furnished, owned, and maintained by the Customer. The City does not stock multiple meter sockets and cannot be responsible for the interruption or replacement of the multiple sockets in the event of a future failure. All multiple pan meter sockets must have individual disconnects of appropriate size on the load side of the metered service.

9.2 METERS SUPPLIED BY THE CITY

The City will furnish, install, maintain, and own one (1) set of metering equipment for measurement of the electricity supplied under each contract.

9.3 METER LOCATIONS

The City shall designate the location of meters. The meter pan location must be approved by the City prior to the start of construction. Unless otherwise approved by the City, meters will be located on the front half of homes or garages, as close to the point the Service enters the property as possible. For secondary or primary metered installations, the Customer will provide a support or other facility as required and approved by the City for mounting of metering equipment.

The Customer is responsible for keeping metering areas clean, clear of debris, and accessible by City employees or the City's Engineers. At no point will the metered service area be enclosed by a fence, wall, or partition.

In buildings where multiple meters are required, each meter position shall be clearly and visibly marked so that each meter position is identified as to the location to which Service is being supplied. Meters shall not be installed by the City until this has been accomplished.

⁶ In the case when inclement weather during the ten day period prevents a reasonable effort to rectify the situation, the Customer may apply for an extension of time. In such cases the City may grant an extension that will include at least ten "fair-weather" days. A fair-weather day is defined as a day when, in the opinion of the City, weather conditions permit sufficient opportunity for the required work to be accomplished.

9.4 RIGHT TO REMOVE CITY'S EQUIPMENT

All meters, instrument transformers or other service equipment supplied by the City shall remain its exclusive property. The City shall have the right to remove all its property from the premises of the Customer at any time after the termination of Service, whatever may have been the reason for such termination. Possible reasons to remove equipment would include:

1. Evidence of illegal tampering
2. Hazardous conditions endangering equipment
3. Failure to pay bills or meet other terms of payment
4. The structure has been condemned or determined unfit for human occupancy by the City.

9.5 REVERSE REGISTRATION

The City may, by ratchet or other device, control its meters so as to prevent reverse registrations.

9.6 PERIODIC TEST SCHEDULE

The City will test meters in accordance with its periodic test schedule. Meter tests performed at the request of a Customer will be made in accordance with Section 10.4.

9.7 REMOTE AUTOMATIC READING DEVICES

The City, at its discretion, may install remote automatic reading devices, including smart meters, subject to available technology. Such metering devices will be owned, installed and maintained by the City. When requested by the Customer and approved by the City, installation will be made at cost payable by the Customer. The location of such metering device shall be subject to the City approval. The City may require a verification reading.

In cases of discrepancy between the remote automatic reading and/or smart metering device and the City's meter, the City's meter shall be used as the final determinant in measuring consumption and in all cases will take precedence over any readings on remote automatic reading and/or smart metering devices.

9.8 ELECTRIC PULSE INITIATOR

The City, at its option and upon the request of a TOU (Time of Use) Customer, will make available contact closure pulses in the KYZ format to the requesting TOU metered Customer. If an isolating relay is required, the Customer will also bear the cost of purchase and installation. The Customer must bear the cost of the pulse initiator and its installation. The City will maintain and replace the pulse initiator after the initial installation. If the pulse initiator fails, the City will not guarantee to stock a replacement but will order a replacement as necessary. The Customer will be without pulse data during this period. If the Customer requests a standby pulse initiator to be available, he must purchase and inventory a backup pulse initiator. The City will provide, but does not guarantee to deliver pulses to the high side of the pulse initiator fuse. The City will provide replacement fuses to re-fuse if necessary.

The Customer will be responsible for accepting the pulses on the load side of the pulse initiator fuse. The Customer will accept the pulses and utilize them in a way that does not expose the City's equipment to undue risk.

Either party may re-fuse in the event of a blown fuse.

The City reserves the right to remove the pulse initiator if its use by the Customer damages the City's equipment and electric system or continues to expose the equipment to risk.

The City will not guarantee the continuity of pulse data. The Customer will be responsible to report loss of pulses to the City immediately.

If the pulse initiator, contacts, fuses, or conductors that transmit data to the Customer fail, the City does not guarantee continuity and shall not be responsible for loss of pulses and no adjustment to the bill will be made. Should loss of pulses occur frequently, the City may terminate offering data pulses or the Customer may elect to install his own initiator equipment at his cost which would be under his own control and maintenance.

9.9 MOBILE METER READING DEVICES

The City reserves the right, as technology develops, to utilize mobile meter reading devices, including hand-held meter reading devices, remote meter reading or smart metering devices to replace manually written meter readings in a meter book.

9.10 CAPACITY OF METERS

The meters, instrument transformers, service connections, and equipment supplied by the City for each Customer has a definite load capacity and no additions to the equipment or connected load will be allowed except by prior written notification and consent by the City.

9.11 METER RELOCATION

Metering installations moved from the inside of the house or building to the outside of the house or building at the Customer's request, when no other modifications of electric service equipment are being made, will be relocated by the City at the Customer's expense. When requested by a Customer, metering installations moved to other exterior locations for the convenience of the Customer shall be relocated by the Customer, at the Customer's expense. In such cases the City shall be notified of the relocation prior to its occurrence. The actual transfer of the electric meter shall be made by the City. (See also Section 15)

9.12 BROKEN METER SEALS

Repeated broken meter seals are a sign of possible tampering with the meter mechanism. See Section 15.1 for conditions and remedies.

SECTION 10 ADJUSTMENT OF CHARGES

10.1 FAST WATT-HOUR METER

Whenever a watt-hour meter in service is found, upon tests made by the City, to have a positive average error, that is, when it over-registers or is fast, in excess of two percent

(2%), the City shall credit or refund to the Customer an amount equal to the excess paid for the kilowatt-hours incorrectly metered. The refund shall be for the period that the Customer received Service through the meter, but for not more than the periods established below:

10.1.A KNOWN DATE OF ERROR

If the date on which the error first developed or occurred can be established or estimated, the bills for Service shall be recalculated from that time.

10.1.B UNKNOWN DATE OF ERROR

If the time at which the error first developed or occurred cannot be established or estimated, it shall be assumed that the over-registration existed for a period of three (3) years or a period equal to one-half of the time since the meter was last tested, whichever is less. The credit or refund will not be issued if it is less than \$5.00.

10.2 SLOW OR STOPPED METER

When a meter is found, upon test made by the City, to have a negative average error, that is, when it under registers or is slow in excess of two percent (2%), or the meter has stopped working, or in case of a poly phase meter, to be operating with an inactive element, and the error in registration or failure to operate is not attributable to the negligence of the City, but is due to some unpredictable cause, such as lightening or unauthorized overload, the City may estimate the proper charge for the normal periods or by such method as may be determined by the City or its electric consultant. Except in cases of tampering, theft, inaccessibility to meter, or unauthorized overload, such an estimate for a slow or stopped meter may cover a period of not more than three (3) years.

10.3 DEMAND METER

Whenever a demand meter, the readings, or indications of which are utilized in computing the charges for Service, is found, upon test by the City to be in error in excess of the limits indicated below, the charges to the Customer shall be adjusted in the same manner as prescribed under watt-hour meters above.

Meter Type

Integrated Demand Meters

Limits of Accuracy

+/- 2% of full scale reading

10.4 REQUEST FOR METER TESTS

Upon request by a Customer, the City shall test the Customer's meter provided that such tests need not be made more frequently than once in twenty-four (24) months. If tests of the meter are requested more frequently than once in twenty-four (24) months, the City shall charge the Customer for testing (see Fee Schedule, Appendix 1). No charge shall be made for testing meters which, upon test, are found to exceed the allowable accuracy limits as defined above. Customer, or his representative may be present when his meter is tested. A written report of the results of the test shall be made to the Customer within ten (10) business days after the completion of the test.

10.5 ADJUSTMENTS FOR INCORRECT BILLINGS

Incorrect billings resulting from clerical error, incorrect meter installation or reading, incorrect application of the Rate Schedule, or other similar reasons, shall be corrected immediately upon discovery, and corrected bills rendered to the Customer; however, in no case additional charges due from the Customer under the application of this paragraph may be collected for more than three (3) years prior to the month of discovery. If the Customer has been overcharged, the City will refund the amount due or credit the Customer's account, at the Customer's election, to date the error was made, not to exceed three (3) years prior to discovery. In the absence of election by the Customer for refund by check, the City shall credit the account. In the event additional charges are due the City, installment payments will be offered for not more than the number of months the account was billed in error. At the City's sole discretion, a finance charge may not be applied to such installment payments. A Customer may dispute its bill(s) and such dispute must be filed in writing with the City and the City will make its best effort to resolve such disputes.

10.6 ROUTINE METER TESTING

Alternating current meters that are in Service shall be periodically tested according to the schedule below:

<u>Group</u>	<u>Rate Classification</u>	<u>Frequency</u>
Residential	RES	10 years
Commercial - Non Demand	SGS	10 years
Commercial and Small Industrial (Customers below 300 kW)	MGS, LGS & GSP	6 years
Industrial (Customers above 300 kW)	LGS, GSP & SCS	2 years

SECTION 11 CONTINUITY OF SERVICE BY CITY

11.1 CITY LIABILITY

The City does not guarantee continuous uninterrupted Service and will not be liable for any loss, cost, damage or expense to any Customer occasioned by an interruption or phase reversal if due to any cause beyond the reasonable control of the City. In no case, the City's liability shall exceed the actual tangible amount of loss to a Customer and the City's liability shall not include consequential, incidental, punitive, exemplary or indirect costs and/or damages.

11.2 NOTICE OF TROUBLE

The Customer shall notify the City promptly of any defect in Service or of any trouble or irregularity to the electric supply.

11.3 PREARRANGED INTERRUPTION OF SERVICE

Whenever it is necessary to interrupt Service for work on lines or equipment, such works will be done, as far as possible, at a time that may cause the least inconvenience to the Customer. The Customer(s), to be affected by such interruptions will, if possible, be notified twenty-four (24) hours in advance. The Customer may, with justifiable cause, request the City to extend the twenty-four (24) hour notification to forty-eight (48) hours.

SECTION 12 CUSTOMER'S USE OF SERVICE

12.1 RESALE FORBIDDEN

The Customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of the electric energy or any part thereof except as authorized by Chapter 51, Title 25 of the Delaware Code.

12.2 FLUCTUATIONS

Electric Service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in the City's supply system. Should such fluctuation or disturbance be caused by the Customer, the City may discontinue Service or require the Customer to modify his installation or install approved controlling devices (See also Section 7.9).

Where Service is rendered under Service Classifications "SGS", "MGS", "LGS", "GSP" or "SCS" and the use of current is intermittent or subject to large fluctuations, the City reserves the right to base the measured demand upon a five (5) minute period, or to add to the measured demand, as determined under the measured demand provision of the applicable Service Classification, an amount equal to sixty-five percent (65%) of the rated capacity in kilowatts of apparatus having fluctuating or intermittent current requirements.

12.3 UNBALANCED LOADS

Where Service is rendered under Service Classifications "SGS", "MGS", "LGS", "GSP" or "SCS", the Customer shall at all times take and use energy in such manner that the load will be balanced equally between phases. Should this not be possible and the imbalance exceeds ten percent (10%) of the lesser phase, the City reserves the right to compute the demand for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase. If the imbalance exceeds forty percent (40%) of the lesser phase, the City reserves the right to terminate Service.

12.4 TRANSIENT VOLTAGES

Customers are cautioned that certain types of data processing equipment are sensitive to transient voltages which typically occur in commercial power systems in routine operation. The City shall not be liable for transient voltage-related damage or loss. The Customer should purchase and install surge suppressors to protect sensitive equipment from transients, spikes, or surges.

12.5 SUPERIMPOSING ELECTRIC SIGNALS ON THE CITY'S ELECTRIC SYSTEM

When the Customer couples to or superimposes any signal on his electric system for equipment control, load management control, carrier current transmission, signal systems, communication broadcasting or any other purpose, the Customer shall be responsible for preventing any such signals from being imposed upon or entering the City's metering and electric system. The Customer shall notify and obtain the consent of the City before utilizing their equipment.

12.6 POWER FACTOR

The average Power Factor at the point where the electric service is metered should not be less than ninety-five percent (95.0%) lagging.

In any month in which the average lagging Power Factor is less than 95.0%, the measured demand shall be corrected by the ratio of the 95.0% Power Factor to the actual Power Factor as follows:

Billing Demand = Measured Demand x (95.0) /Customer's Actual Monthly Power Factor)

In case the actual Power Factor exceeds 95.0%, no correction to the Billing Demand will be made.

Where lighting, welding, motors or other electrical equipment or devices having lagging or leading Power Factor characteristics are installed, in order to avoid additional charges, the Customer may furnish, install, and maintain at his own expense, corrective apparatus which will increase the average Power Factor of the individual units or the entire installation to not less than 95.0% lagging or more than 110% leading. The City reserves the right to require removal or modification of Customer installed equipment which the City, at its sole discretion determines, is detrimental to the proper operation of the City's electric distribution system.

12.7 USE OTHER THAN STATED IN CONTRACT

The City's Service shall not be used for any purpose or in any place other than that stipulated in the Customer's contract for Service except by written consent of the City.

12.8 CHARACTERISTICS OF SERVICE

The Service specified and furnished by the City consists of sixty (60) hertz, single phase or three-phase alternating current at one standard primary or secondary voltage. The type of Service (number of phases and voltage) available varies with location and load.

An Applicant must contact the City to ascertain the type of Service the City will supply before making plans for receiving Service or making alterations to existing Service.

Secondary Service - Single phase or three phase circuits carrying a nominal voltage of 480 volts or less between any two conductors.

Primary Service - Single phase or three phase circuit carrying a nominal voltage of 14,400 volts to 24,900 volts between any two conductors. This Service is available to customers, with the City's approval, who have anticipated loads in excess of 750 Kw.

12.9 CHANGE OF INSTALLATION AND SERVICE OVERLOAD

The Customer shall give immediate written notice to the City of any proposed substantial increase or decrease in, or change of purpose or location of his installation. The Service connection, transformers, meters and equipment supplied by the City for each Customer have a definite capacity and no additions to the equipment or load connected thereto will

be permitted except by written consent of the City. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or their auxiliary apparatus or the transformers or wires of the City caused by the additional or changed installations.

12.10 LIMITATION OF USE

No other source of Service shall be introduced or permitted, directly or indirectly, for the Customer's use without written notice to the City and written consent of the City which shall not be unreasonably withheld. An installation for which permission has been granted must be made so that the supply of power from the Customer's generator or other sources cannot feed into the City's system, unless agreed to by a written contract between the City and the Customer.

SECTION 13 DEFECTS IN CUSTOMER'S INSTALLATION

13.1 CITY'S RIGHT TO INSPECT

The City shall have the right, but shall not be obliged, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the City's standard requirements.⁷ However, such inspection, or failure to inspect, or to reject, shall not render the City liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of City rules, or from accidents which may occur upon the premises of the Customer.

13.2 DEFECTIVE INSTALLATIONS

If at any time the wiring, fixtures or appliances of the Customer are found to be defective or dangerous by the City's representative, service may be refused or discontinued until the Customer has the condition corrected.

13.3 CUSTOMER'S RESPONSIBILITY

The City assumes no responsibility for any damages done by or resulting from any defect in the wiring, fixtures, or appliances of the Customer. In the event any loss or damage to the property of the City, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, his agents, contractors or employees, the cost of the necessary repairs or replacement shall be paid by the Customer to the City and any liability otherwise resulting shall be assumed by the Customer.

13.4 CITY LIABILITY

The City shall not be liable for damage resulting from the presence of electric current or the City's appliances on the Customer's premises, or from the use of the Service of the City by the Customer.

SECTION 14 ACCESS TO PREMISES

⁷ The City's standard building requirements are in accordance with the 2006 IBC/IRC/IPMC International Building Code.

14.1 ACCESS TO PREMISES

The authorized agents or representatives of the City, having the proper City identification, shall have access at all reasonable times to the premises of the Customer for the purpose of reading its meters, connecting and disconnecting Service, operating, testing, inspecting, repairing, removing and replacing any or all of its apparatus used in connection with providing the Service. If City's meters or other equipment are located on the premises of someone other than the Customer, the Customer shall be responsible to arrange for access thereto by the City agents or representatives.

14.2 RIGHTS-OF-WAY, ACCESS TO CITY OWNED EQUIPMENT, AND TREE TRIMMING

Rights-of-Way must be maintained free of obstructions in order for City personnel to have free access to City distribution lines or other equipment. Fences, garages, sheds, other outbuildings, swimming pools, trellises, trees, and other large plantings are prohibited from right-of-way areas. The City will have the right to require the Customer to remove any plantings or other obstructions which prevent City personnel from accessing any item of City equipment such as poles, aerial lines, underground lines, service drops, transformers, metering pedestals, etc. Furthermore, the City will have the uninterrupted right and authority to trim trees, limbs, and undergrowth in the right-of-way which may interfere with the operation of City equipment. The City may bill the Customer for such Services. (See Appendix 1-Fee Schedule) Pad-mounted transformer areas are to be free of trees, plantings, or other obstructions to within nine feet in the front and three feet on the sides and rear of any edge of the concrete or fiberglass pad.

The City must attempt to maintain the integrity of its electric lines through periods of winds and storm. The City may trim any portion of a tree within (50) fifty feet of electric lines. The City is the sole judge of the need to trim branches or remove trees to protect the integrity of its facilities. However, the City will provide an advance notice, to the maximum extent possible, to the occupants/owners of the premises about the date and time when the City is planning to trim branches or remove trees.

14.3 PENALTY FOR NON-ACCESSIBILITY OF METER

When a Customer fails to provide the City with access to read the electric meter or perform maintenance on the City's equipment, then the Customer will be notified of the accessibility problem in writing and the Customer must take the appropriate steps to correct the problem.

The Customer will be given 30 days to rectify the problem or else Service will be terminated and a fee for inaccessibility will be charged (See Appendix 1-Fee Schedule).

SECTION 15 TAMPERING WITH CITY'S PROPERTY

15.1 TAMPERING EXPRESSLY FORBIDDEN

No person except a duly authorized representative of the City shall make any connection or disconnection, either temporary or permanent between Service load of the Customer and Service wires of the City; or set, change, remove or interfere with or make any connections

to the City's meter or other property or any wiring between the City's meter and the Service wires of the City. By taking Service from the City, the Customer agrees to respect the integrity of the meter seal.

15.2 LIABILITY FOR TAMPERING

In the event of the City's meters or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the City may estimate is due for Service used but not registered on the City's meter, and for any repairs or replacements required, and such changes in Customer's installations as may be required by the City. Furthermore, the Customer may be subject to a utility tampering fee in accordance with the Fee Schedule, Appendix 1.

When the City discovers evidence of tampering or interference, Services may be terminated and the police will be notified for possible criminal charges. Upon request and pending police action, the Customer may be reconnected after all applicable fees have been paid. (See Fee Schedule, Appendix 1).

SECTION 16 CITY'S RIGHT TO DISCONTINUE SERVICE

16.1 RIGHT TO DISCONTINUE SERVICE

The City reserves the right to discontinue any class of Service for any of the following reasons.

16.1.A WITHOUT PRIOR NOTICE

1. Unavoidable shortage or interruptions in City's source of power supply or other cases of emergency.
2. Whenever a hazardous electrical or electrical related condition is found to exist on the Customer's premises.
3. Interference or tampering with meters or City equipment or diversion of Service.
4. The Customer's use of equipment is determined by the City to adversely affect the City's equipment or the City's Service to the other Customers.

16.1.B WITH PRIOR NOTICE

1. Failure to remedy conditions having detrimental effect on the City's electric system and/or Service of others.
2. Non-payment of any bill for Service
3. Violation of, or non-compliance with the Rules and Regulations of the Tariff including effective Service Classification or Agreement or Contract. The City may refuse to supply any Service until the Customer has corrected the conditions constituting such violation.
4. Failure to pay a deposit or other customer charge as detailed in this Tariff.
5. Misrepresentation of identity to avoid payment of an outstanding bill for Service rendered.

6. Repeated refusal to grant access, during reasonable working hours, for maintenance, meter reading, or removal of equipment, inspection or replacement of equipment.

16.1. C TIMING FOR NOTICE AND SERVICE TERMINATION

The amount of time allowed for disconnection with prior notice as provided for in the preceding section, (Section 16.1.B) shall be determined by the City. The notice will state when Service will be discontinued and will inform the Customer of the steps which must be taken to avoid such disconnection of Service. The Customer may be subject to disconnection anytime on, or after, 9 days past the due date. For non-payment of any bill for electric Service, such termination will not occur between 12:00 Noon on any Friday and 10:00 AM on the succeeding Monday. Should Friday be a legal City holiday, the last preceding business day shall be substituted for Friday. Should Monday be a City holiday, the next succeeding business day shall be substituted for Monday.

In the case of a rental Customer, the City may mail a shut-off notice to the owner of the property notifying them of a pending disconnection of service only when winter weather conditions are extreme enough to warrant notification, however, the City is not obligated to do so.

16.2 SERVICE DISCONNECTION DURING EXTREME CONDITIONS

No Dwelling Unit shall have Service disconnected if the temperature is 32 degrees Fahrenheit, or less, at 10:00 AM on the day Service is to be terminated, as verified by two (2) independent weather agencies. Service may be terminated, when in the sole judgment of the City, if an emergency situation exists which requires the immediate termination of Service.

During the heating season, no Service shall be disconnected for nonpayment of past charges without a minimum of seventy-two (72) hours' notice being given to the occupant of intention to terminate Service. Heating season is defined as the period from November 15 to March 31.

No dwelling unit shall have Service disconnected if the Heat Index is 105 degrees Fahrenheit, or more, after 12:00 PM on the day Service is to be terminated, as verified by two (2) independent weather agencies. Service may be terminated immediately, when in the sole judgment of the City, if an emergency situation exists which requires termination of Service.

No Service shall be disconnected if any occupant of a Dwelling Unit shall be so ill that termination of Service shall affect his health or recovery, which has been certified by a statement from a licensed physician and received by an authorized employee of the City empowered to collect bills. (See Section 16.4 Medical Priority Policy)

16.3 LOAD LIMITING DEVICES

In lieu of outright disconnection, the City reserves the right to install load limiting or "pay-as you-go" devices as technology permits and as circumstances warrant.

16.4 MEDICAL PRIORITY POLICY

The City has a policy relating to Customers with a medical priority status. This policy addresses the qualifications, terms and conditions of the medical priority program and the responsibilities of the City and the Customer. This policy is an administrative policy and may be amended without any prior notice.

16.5 RECONNECTION CHARGES

Service disconnected by the City for whatever reasons set forth in Section 16 will be restored only upon payment of all charges due in addition to the correction of the problem necessitating termination. Also, in cases when it has been necessary to remove Service wires to effect discontinuance of Service, Service will be restored only upon payment to the City of the costs of discontinuance and restoration (See Fee Schedule, Appendix 1). Any Customer, who's Service has been disconnected, may also be required to post a deposit or advance usage fee in order to have Service restored.

16.6 AFTER HOURS RECONNECTION CHARGES

When the Customer desires Service to be reconnected after the normal hours of operation of the City Offices as shown in Section 1.9., an "after hours" Reconnection Charge will be assessed instead of the regular Reconnection Charge. (See Fee Schedule, Appendix 1)

SECTION 17 DISCONTINUANCE OF SERVICE BY CUSTOMER

17.1 NOTICE TO DISCONTINUE

The Customer must give the City at least one business day (twenty-four hours) written notice to discontinue Service unless otherwise agreed upon. The City will make every effort to disconnect the Service as soon as the Customer has requested termination and has settled the account. However, the Customer shall be liable for Service taken until the meter has been disconnected or read. Such notice to disconnect prior to the expiration of a contract term will not relieve the Customer from any minimum or guaranteed payment under any contract or Service or Rate Classification. With a written Notice to the City, the Owner of a property may keep the Service connected after the Service to a tenant is discontinued.

17.2 COMPLETION OF TERM

If, by reason of any act, neglect or default of a Customer or his agent, the City's Service is suspended, or the City is prevented from supplying Service in accordance with the terms of any contract it may have entered into, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

17.3 FINAL BILL

The final bill for Service is due and payable when rendered.

SECTION 18 PRIMARY EXTENSIONS

18.1 GENERAL

Distribution line extensions or "extensions", as used in this Section, refer to overhead or underground primary voltage conductors, transformers, switchgear, and associated materials that must be constructed along public streets, roads and highways, or on private property from the City's existing distribution system to the point of connection to the Applicant's or Customer's Service entrance (aerial or underground).

Extensions will be designed according to accepted utility practices to provide adequate Service. Modifications to the City's proposed design and/or existing system requested by the Applicant will be made when such modifications are acceptable to the City in its sole judgment.

Service entrances interface with, but are not part of these primary line extensions, a separate Service entrance connection/re-connection fee will be charged in addition to charges associated with primary line extensions. See also Section 14 for information concerning Service entrances.

18.2 DISTRIBUTION LINE EXTENSION POLICY

The City, at its discretion, will extend its distribution system under the terms and conditions incorporated below.

18.2.A RESIDENTIAL - SINGLE FAMILY DWELLINGS

The City will provide up to 150 feet of primary extension of either overhead or underground at no cost to the Customer. Beyond 150 feet, the Customer will be required to pay an additional charge per foot as stated in the Fee Schedule, Appendix 1. All facilities provided by the City will remain the property of the City regardless of any Customer participation in the cost.

18.2.B NON-RESIDENTIAL 8

Any charges made by the City to the Customer for primary line extensions from existing overhead or underground facilities, the Customer will be required to pay up front all materials and labor cost associated with the requested extension regardless of the type of extension, in accordance with the City's Fee Schedule, Appendix 1. It is also understood that the extension will be owned and maintained by the City even if the cost of such extensions have been paid by the Customer..

In the event that the Customer is a primary metered Customer, served under the appropriate Service or Rate Schedule, then the City's responsibility and ownership will terminate at the point of Metering. Any work performed by the City beyond the point of metering under a separate agreement with the Customer will remain the property of the Customer and the

8 "Non-Residential" includes Commercial and Industrial customers.

Customer will be responsible for the maintenance of these facilities. If the Customer desires, he may contract with the City to maintain his facilities and the City may perform the maintenance at the Customer's costs.

18.2.C RESIDENTIAL SUB-DIVISION

The City will provide primary extension of either overhead or underground for the cost of materials and labor paid up front associated with the extension by the Customer or the developer of the Sub Division.

SECTION 19 PURCHASE POWER COST ADJUSTMENT (PPCA)

19.1 GENERAL

Each monthly bill may also include the City's Purchased Power Cost Adjustment (PPCA) charge which will be determined monthly by the City.

SECTION 20 GENERAL COST ADJUSTMENT

20.1 APPLICABILITY

This General Cost Adjustment (GCA) is applicable to all Service Classifications of this Tariff under the following conditions:

As deemed necessary by the City Manager, bills rendered under all Service Classifications of this Tariff may be increased to offset any new or increased special taxes, licenses, franchise fees, rentals, or assessments imposed by any governmental authority against the City in the distribution or sale of electrical energy or its electrical operations or production or sale of electrical energy or the receipts or earnings there from. The City Manager will also have the right to include the GCA in the bills rendered to Customers to reflect the changes in the City's budgeted or actual Operating Expenses. The GCA will be limited to the increase in the Operating Expenses by maximum of ten percent (10.0%).

The General Cost Adjustment may be a fixed assessment, charge per kWh, or a percentage of the total bill, depending on the authorizing City's ordinance.

SECTION 21 DELAWARE PUBLIC UTILITY TAX

21.1 STANDARD TAX

The State of Delaware requires the City of Milford to collect a tax on all non-residential accounts. The tax will be computed at the effective tax rate and is based on the total of each month's current charges including the PPCA.

21.2 WITH MANUFACTURER'S DISCOUNT

The State of Delaware periodically sends the City a list of manufacturing organizations that are not required to pay the full tax rate and may be required to pay at a lower tax rate. For such Customers the applicable tax rate will be used.

SECTION 22 GREEN/ RENEWABLE ENERGY FUND PROGRAM

The City of Milford, through the Delaware Municipal Electric Corporation, Inc. (DEMEC) and the Delaware Energy Office, provides a fund to support green/renewable energy technologies, energy efficiency technologies, or demand side management programs. The rules of practice and procedure for application and disbursement of Municipal Green Energy Fund grants for renewable energy projects in Delaware are outlined in the Municipal Utilities Green/ Renewable Energy Fund Program effective January 1, 2007, as amended.

SECTION 23 AGGREGATION OF RETAIL CUSTOMER DEMAND RESPONSE

The City of Milford or any entity that applies to be an authorized Curtailment Service or Demand Respond Service Provider and is subsequently approved by the City Manager or his designee is permitted to bid demand response and energy efficiency resources on behalf of retail customers served by the City of Milford directly into any FERC - approved independent system operator's or regional transmission organization's organized electric markets.

Retail customers served by the City of Milford wishing to bid their demand response and energy efficiency resources into a Commission-approved independent system operator's or regional transmission organization's organized electric markets may do so by participating in the program established by the City of Milford or with a Curtailment Service or Demand Response Service Provider duly approved in advance by the City of Milford.

SECTION 24 FEE SCHEDULE

The Fee Schedule is attached as Appendix 1 and supporting Worksheets are attached as Appendix 2 to this Tariff. Some of these Fees are described here.

Returned Check Fee

The City of Milford seeks to recover from each Customer the costs of bank processing fees for a returned check from that Customer with no gain or loss for the City.

Late Payment Charge

To encourage Customers to pay their electric bills on time, the City's policy is to charge the Customer a penalty on the outstanding balance of the Customer's bill after the due date. The City will set penalty rates.

Meter Inaccessibility Fee

To discourage Customers from allowing conditions to exist that prohibit City personnel from conducting their normal duties as meter reading, the City's policy is to charge the offending Customer an increasing penalty prior to service cutoff. The amounts are designed to be attention catching without being oppressive.

Right-of-Way Agreement

Generally, a Customer's provision to the City for a Right-of-Way is for the benefit of the Customer. Technically, however, the City is assuming control of the Right-of-Way (albeit for the purpose of providing electric service to the Customer).

SERVICE CLASSIFICATIONS

RES—RESIDENTIAL SERVICE SCHEDULE

1. AVAILABILITY

This rate applies to residences throughout the territory served by the City. Single phase electric Service will also be rendered to the dwelling appurtenances of single private family residences for domestic requirements and also for related farm or domestic purposes when such Service is supplied through one meter.

2. TERM OF SERVICE

Residential service is offered on a month-to-month basis until terminated unless a special contract is required as discussed in Section 3.6 of Rules and Regulations.

3. MONTHLY RATES

<u>Energy Charge</u>	<i>Summer</i> <u>Billing Months</u> June through September	<i>Winter</i> <u>Billing Months</u> October through May
First 5 kWh Or Less	\$4.00 flat charge	\$4.00 flat charge
Excess kWh Over 500	\$0.1380/kWh	\$0.1280/kWh
Excess kWh Over 2500	\$0.1500/kWh	\$0.1400/kWh

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on the rate stated herein.

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

All kilowatt-hours billed under this service classification may be subject to Purchased Power Cost Adjustment (PPCA) charges. (Reference: Section 19)

6. GENERAL COST ADJUSTMENT

The monthly charges under this Service Classification may be subject to General Cost Adjustment Charge. (Reference: Section 20)

7. GREEN/ RENEWABLE ENERGY FUND RATE

All kilowatt-hours billed under this Service Classification will be subject to Green/Renewable Energy Fund Rate. (Reference: Section 22)

8. MINIMUM CHARGE

The minimum monthly charge shall be the "first 5 KWH or less" flat charge plus any applicable Purchased Power Cost Adjustment charge and Green/ Renewable Energy Fund Rate. Minimum charge shall not be prorated for periods of less than one month.

9. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources. The City offers two rate options for this purpose. These are LCSS – Load Control Service Schedule and Net Metering Service.

10. RULES AND REGULATIONS

City's Department Rules and Regulations shall govern the supply of Service under this Service Classification.

SGS—SMALL GENERAL SERVICE SCHEDULE

1. AVAILABILITY

This rate applies throughout the territory served by the City. Service will be rendered through a single meter for general lighting and/or power requirements of offices, institutions, professional, or commercial establishments, and other applications outside the scope of other Rate Schedules.

When a portion of the consumption of this Service is used for residential purposes, it will be supplied under SGS rate. If the Customer desires the application of Service Schedule RES to the residential service portion of the facility, the Customer should separate and arrange his wiring so that domestic use can be separately metered. In such case the Customer is also required to complete a separate application for Residential Service.

This rate is available to any Customer having a maximum monthly usage of less than 3,500 KWH and desiring Service at secondary voltage as defined in Section 12.8 of the Rules and Regulations. Any Customer taking Service under this Service Classification whose KWH usage for any four consecutive billing months is equal to or exceeds 3,500 KWH shall be automatically transferred to Service Classification MGS, effective with the next succeeding billing month. Any Customer so transferred shall remain on MGS for at least 12 billing months, even though the Customer's monthly usage in succeeding billing months may be less than 3,500 kWh. After 12 billing months, at the Customer's request or when the City observes that the Customer has not exceeded 3,500 KWH upon a periodic review of the Customer's records, the Customer will be transferred back to this Service Classification (SGS) provided that the Customer has not used more than 3,500 kWh for any two consecutive billing months within the most recent 12 months.

2. TERM OF SERVICE

Subject to conditions specified, Service is offered on a month-to-month basis until terminated unless a special contract is required as discussed in Section 3 of Rules and Regulations.

3. MONTHLY RATES

<u>Energy Charge</u>	<i>Summer</i> Billing Months <u>June through September</u>	<i>Winter</i> Billing Months <u>October through May</u>
Customer Charge	\$6.00/month	\$6.00/month
Energy Charge	\$0.1500/kWh	\$0.1400/kWh

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on the rate stated herein.

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

All kilowatt-hours billed under this Service Classification may be subject to Purchased Power Cost Adjustment (PPCA) charges. (Reference: Section 19)

6. GENERAL COST ADJUSTMENT

The monthly charge under this Service Classification may be subject to General Cost Adjustment Charge. (Reference: Section 20)

7. GREEN/ RENEWABLE ENERGY FUND RATE

All kilowatt-hours billed under this Service Classification will be subject to Green/Renewable Energy Fund Rate. (Reference: Section 22)

8. CUSTOMER CHARGE

A monthly charge to cover the fixed cost of supplying power to a Customer.

9. MINIMUM CHARGE

The minimum charge shall be the Customer Charge. Minimum charge shall not be prorated for periods of less than one month.

10. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources. The City offers two rate options for this purpose. These are LCSS – Load Control Service Schedule and Net Metering Service.

11. AGRICULTURAL IRRIGATION USAGE

If a part of the power supplies, under this rate schedule, is used for commercial agricultural irrigation purpose, such consumption will not be used for changing the rate classification of the Customer and will be billed at all applicable kWh related rates under the SGS Rate Schedule.

12. PUBLIC UTILITIES TAX

In addition to the charges stated in this Service Classification, including Purchased Power Cost Adjustment charges, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate. (Reference: Section 21)

13. RULES AND REGULATIONS

The City’s Rules and Regulations shall govern the supply of Service under this Service Classification.

MGS—MEDIUM GENERAL SERVICE SCHEDULE

1. AVAILABILITY

This rate applies throughout the territory served by the City of Milford. Electric service will be rendered through a single metering installation for the general lighting and/or power requirements of offices, institutions, professional or commercial establishments, and other applications outside the scope of other rate schedules.

This rate is available to any Customer having a maximum measured demand of less than 300 kW or a minimum of 3500 kWh and desiring service at the available secondary voltage as defined in Section 12.8. Any Customer taking service under this service classification whose measured demand in any four consecutive months is equal to or exceeds 300 kW shall be automatically transferred to Service Classification LGS, effective with the next succeeding billing month. Any Customer so transferred will remain on LGS, for at least 12 billing months, even though the Customer's maximum measured demand in succeeding months may be less than 300 kW.

After 12 billing months, at the Customer's request or when the City observes, upon a periodic review of the Customer's records, that the Customer has not exceeded 300 kW, the Customer will be transferred back to this service classification (MGS) provided that the Customer's monthly demand measurement has not exceeded 300 kW during any month within the most recent 12 months.

2. TERM OF SERVICE

Subject to conditions specified, Service is offered on a month-to-month basis until terminated unless a special contract is required as discussed in Section 3.

3. MONTHLY RATES

	<i>Summer</i>	<i>Winter</i>
	Billing Months	Billing Months
<u>Energy Charge</u>	<u>June through September</u>	<u>October through May</u>
Customer Charge	\$7.00/month	\$7.00/month
Demand Charge	\$13.95/KW	\$10.50/KW
Energy Charge	\$0.0800/KWH	\$0.0700/KWH

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of service based on the rate stated herein.

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

All kilowatt-hours billed under this service classification may be subject to Purchased Power Cost Adjustment charges. (Reference: Section 19)

6. GENERAL COST ADJUSTMENT
The monthly charges under this service classification may be subject to General Cost Adjustment Charges (Reference: Section 20)
7. GREEN/ RENEWABLE ENERGY FUND RATE
All kilowatt-hours billed under this Service Classification will be subject to Green/ Renewable Energy Fund Rate. (Reference: Section 22)
8. CUSTOMER CHARGE
A monthly charge to cover the fixed cost of supplying power to a Customer.
9. MEASURED DEMAND
The measured demand shall be the greatest demand established by the Customer during any fifteen (15) minute demand interval of the month as measured by demand meter, taken to the nearest whole kilowatt.
10. BILLING DEMAND
The billing demand for each billing month shall be the maximum measured demand as created during each month.
11. MINIMUM CHARGE
The minimum monthly charge shall be the sum of the Customer charge and demand charge. Minimum charges shall not be prorated for periods of less than one month.
12. LOAD MANAGEMENT
The City encourages its Customers to implement renewable energy and load management resources. The City offers two rate options for this purpose. These are LCSS – Load Control Service Schedule and Net Metering Service.
13. AGRICULTURAL IRRIGATION USAGE
If a part of the power supplies, under this rate schedule, is used for commercial agricultural irrigation purpose, such consumption will not be used for changing the rate classification of the Customer. All the increases in the Billing Demand caused by the irrigation usage will be averaged over the 12 calendar month period which may require an annual true-up of the Customer's Billing Demand and charges required by the use of the average of the monthly Billing Demands.
14. PUBLIC UTILITIES TAX
In addition to the charges stated in this service classification, including power cost adjustment charges, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate. (Reference: Section 21).
15. RULES AND REGULATIONS
The City's Rules and Regulations shall govern the supply of Service under this Service

Classification.

LGS—LARGE GENERAL SERVICE SCHEDULE

1. AVAILABILITY

This rate applies throughout the territory served by the City. Service will be rendered through a single metering installation for general lighting and/or power requirements of offices, institutions, and professional, commercial, or industrial establishments desiring Service under the conditions which follow.

This rate is available to Customers having a maximum Measured Demand of 300 kW or greater who receive Service at the available secondary voltage as defined in Section 12.8. Any Customer served under this Service Classification shall remain on this Service Classification for at least 12 billing months, even though such Customer's maximum Measured Demand in succeeding months may be less than 300 kW. After 12 billing months, at the Customer's request or when the City observes, upon a periodic review of the Customer's records, that the Customer has not exceeded 300 kW, the Customer will be transferred back to Service Classification MGS provided that the Customer's monthly Measured Demand has not exceeded 300 kW during any month within the most recent 12 months.

2. TERM OF SERVICE

Service is offered on a month-to-month basis until terminated subject to the minimum period specified above and unless a special contract is required as discussed in Section 3 of Rules and Regulations.

3. MONTHLY RATES

	<i>Summer</i> Billing Months	<i>Winter</i> Billing Months
<u>Energy Charge</u>	<u>June through September</u>	<u>October through May</u>
Customer Charge	\$18.00/month	\$18.00/month
Demand Charge	\$13.00/kW	\$10.50/kW
Energy:		
On-Peak	\$0.0800/kWh	\$0.0800/kWh
Off-Peak	\$0.0700/kWh	\$0.0700/kWh

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on the rate stated herein.

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

All kilowatt-hours billed under this service classification shall be subject to Purchased Power Cost Adjustment charges. (Reference: Section 19)

6. GENERAL COST ADJUSTMENT

The monthly charge under this Service Classification may be subject to General Cost Adjustment Charge. (Reference: Section 20)

7. **GREEN/ RENEWABLE ENERGY FUND RATE**
All kilowatt-hours billed under this Service Classification will be subject to Green/ Renewable Energy Fund Rate. (Reference: Section 22)
8. **MEASURED DEMAND**
The measured demand shall be the greatest demand established by the Customer during any fifteen (15) minute demand interval of a clock hour of the month during On-Peak hours as measured by the demand meter, taken to the nearest whole kilowatt.
9. **ON-PEAK HOURS**
On-peak hours are 6:00 AM to 10:00 PM Monday through Friday, excluding NERC holidays falling on weekdays. All other hours are Off-Peak hours.
10. **POWER FACTOR**
The average power factor of the Customer's installation, expressed to the nearest whole percent, shall be determined by metering installed by the City ratcheted to prevent reverse registration. If the actual average Power Factor is determined to be below a Base Power Factor as defined in Section 12.6 for any given month, the billing demand will be adjusted as per Section 12.6 of the Rules and Regulations.
11. **BILLING DEMAND (TIME-OF-USE)**
The Billing Demand shall be the maximum Measured Demand during On-Peak Hours in each month.
12. **CUSTOMER CHARGE**
A monthly charge to cover the fixed cost of supplying power to a Customer.
13. **MINIMUM CHARGE**
The minimum monthly charge shall be the Customer Charge plus Demand Charge, but shall not be less than the Demand Charge for 50 kW. Minimum charges will not be prorated for periods of less than one month.
14. **LOAD MANAGEMENT**
The City encourages its Customers to implement renewable energy and load management resources. The City offers two rate options for this purpose. These are LCSS – Load Control Service Schedule and Net Metering Service.
15. **AGRICULTURAL IRRIGATION USAGE**
If a part of the power supplies, under this rate schedule, is used for commercial agricultural irrigation purpose, such consumption will not be used for changing the rate classification of the Customer.
16. **PUBLIC UTILITIES TAX**
In addition to the charges stated in this Service Classification, including Purchased Power

Cost Adjustment charges, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate. (Reference: Section 21).

17. RULES AND REGULATIONS

The City’s Rules and Regulations shall govern the supply of Service under this Service Classification.

GSP—GENERAL SERVICE-PRIMARY VOLTAGE SCHEDULE

1. AVAILABILITY

This rate applies to existing GSP Customers throughout the territory served by the City. Service will be rendered through a single metering installation under this Rate Schedule for lighting and/or power requirements of offices, institutions, and professional, commercial, or industrial establishments at primary voltage when the Customer owns and maintains the required transforming, switching and protection equipment and expected peak loads will be greater than 500 kW.

2. TERM OF SERVICE

Service is offered on a month-to-month basis until terminated unless a special contract is required as discussed in Section 3 of Rules and Regulations.

3. MONTHLY RATES

	<i>Summer</i>	<i>Winter</i>
	Billing Months	Billing Months
<u>Energy Charge</u>	<u>June through September</u>	<u>October through May</u>
Customer Charge	\$21.00/month	\$21.00/month
Demand Charge	\$12.000/kW	10.55/kW
Energy:		
On-Peak	\$0.0800/kWh	\$0.0800/kWh
Off-Peak	\$0.0700/kWh	\$0.0700/kWh

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on the rate stated herein.

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

All kilowatt-hours billed under this service classification may be subject to Purchased Power Cost Adjustment (PPCA) charges. (Reference: Section 19)

6. GENERAL COST ADJUSTMENT

The monthly charge under this Service Classification may be subject to General Cost Adjustment Charge. (Reference: Section 20)

7. GREEN/ RENEWABLE ENERGY FUND RATE

All kilowatt-hours billed under this Service Classification will be subject to Green/

Renewable Energy Fund Rate. (See Section 22)

8. MEASURED DEMAND

The measured demand shall be the greatest demand established by the Customer during any fifteen (15) minute demand interval of a clock hour of the month during On-Peak hours as measured by the demand meter, taken to the nearest whole kilowatt.

9. ON-PEAK HOURS

On-peak hours are 6:00 AM to 10:00 PM Monday through Friday, excluding NERC holidays falling on weekdays. All other hours are Off-Peak hours.

10. POWER FACTOR

The average power factor of the Customer's installation, expressed to the nearest whole percent, shall be determined by metering installed by the City ratcheted to prevent reverse registration. If the actual average Power Factor is determined to be below a Base Power Factor as defined in Section 12.6 for any given month, the billing demand will be adjusted as per Section 12.6 of the Rules and Regulations.

11. BILLING DEMAND (TIME-OF-USE)

The Billing Demand shall be the maximum Measured Demand during On-Peak Hours in each month.

12. CUSTOMER CHARGE

A monthly charge to cover the fixed cost of supplying power to a Customer.

13. MINIMUM CHARGE

The minimum monthly charge shall be the Customer Charge plus Demand Charge, but not less than the Demand Charge for 100 kW. Minimum charges will not be prorated for periods of less than one month.

14. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources. The City offers two rate options for this purpose. These are LCSS – Load Control Service Schedule and Net Metering Service.

15. AGRICULTURAL IRRIGATION USAGE

If a part of the power supplies, under this rate schedule, is used for commercial agricultural irrigation purpose, such consumption will not be used for changing the rate classification of the Customer.

16. PUBLIC UTILITIES TAX

In addition to the charges stated in this Service Classification, including Purchased Power Cost Adjustment charges, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential Services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate. (Reference: Section 21)

17. RULES AND REGULATIONS

The City's Rules and Regulations shall govern the supply of Service under this Service Classification.

SCS—SPECIAL CONTRACT SERVICE-PRIMARY VOLTAGE SCHEDULE

1. AVAILABILITY

This rate applies to customers throughout the territory served by the City. Service will be rendered through a single metering installation under this rate schedule for lighting and/or power requirements of offices, institutions, and professional, commercial, or industrial establishments at primary voltage when the Customer has executed an Electric Service Agreement with the City for full requirements Service with a term of at least five years, and the Customer owns and maintains the required transforming, switching, and protection equipment, and expected peak loads will be greater than 500 kW.

2. TERM OF SERVICE

Service under this Service Schedule is available for the initial term and subsequent renewal terms as stated in the Electric Service Agreement. Upon expiration or cancellation of the Service Agreement, continued Service will be available under the appropriate Service Schedule then in effect.

3. MONTHLY RATES

	<i>Summer</i>	<i>Winter</i>
	Billing Months	Billing Months
<u>Energy Charge</u>	<u>June through September</u>	<u>October through May</u>
Demand Charge	\$8.00/kW	\$7.00/kW
Energy:		
On-Peak	\$0.0800/kWh	\$0.0700/kWh
Off-Peak	\$0.0700/kWh	\$0.0700/kWh

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on the rate stated herein.

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

All kilowatt-hours billed under this service classification may be subject to Purchased Power Cost Adjustment (PPCA charges. (Reference: Section 19)

6. GENERAL COST ADJUSTMENT

The monthly charge under this Service Classification may be subject to General Cost Adjustment Charge. (Reference: Section 20)

7. MEASURED DEMAND

The measured demand shall be the greatest demand established by the Customer during any fifteen (15) minute demand interval of a clock hour of the month during On-Peak hours as measured by the demand meter, taken to the nearest whole kilowatt.

8. GREEN/ RENEWABLE ENERGY FUND RATE
All kilowatt-hours billed under this Service Classification will be subject to Green/ Renewable Energy Fund Rate. (Reference: Section 22)
9. ON-PEAK HOURS
On-peak hours are 6:00 AM to 10:00 PM Monday through Friday, excluding NERC holidays falling on weekdays. All other hours are Off-Peak hours.
10. POWER FACTOR
The average power factor of the Customer's installation, expressed to the nearest whole percent, shall be determined by metering installed by the City ratcheted to prevent reverse registration. If the actual average Power Factor is determined to be below or above a Base Power Factor as defined in Section 12.6 for any given month, the billing demand will be adjusted as per Section 12.6 of the Rules and Regulations.
11. BILLING DEMAND (TIME-OF-USE)
The Billing Demand shall be the maximum Measured Demand during On-Peak Hours in each month.
12. CUSTOMER CHARGE
A monthly charge to cover the fixed cost of supplying power to a Customer.
13. MINIMUM CHARGE
The minimum charge shall be the demand charge, but not less than the demand charge for 100KW. Minimum charges will not be prorated for periods of less than one month.
14. LOAD MANAGEMENT
The City encourages its Customers to implement renewable energy and load management resources. The City offers two rate options for this purpose. These are LCSS – Load Control Service Schedule and Net Metering Service.
15. PUBLIC UTILITIES TAX
In addition to the charges stated in this Service Classification, including Purchased Power Cost Adjustment charges, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential Services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate. (Reference: Section 21)
16. RULES AND REGULATIONS
The City's Rules and Regulations shall govern the supply of Service under this Service Classification.

LCSS—LOAD CONTROL SERVICE SCHEDULE

1. AVAILABILITY
This rate applies to throughout the territory served by the City and is available to all Customers Service will be rendered through a single metered installation with a single point of delivery. This rate may be made available, at the City's sole discretion, to any

Customer having a generator capable of carrying their entire load and/or a Demand Side Management (DSM) Resource. The City maintains the ability to control Customer generated load and/or DSM Resource during specified periods, not to exceed 240 hours per calendar year, when the City is actively managing system load. Customer load will be transferred using an open transition transfer switch approved by the City.

The City is not responsible for the malfunction of generators and DSM Resources or problems with other Customer owned equipment, caused by transfer to Customer generator or use of the DSM Resource.

2. TERM OF SERVICE

Unless restricted by the term of the applicable Service Classification, Service is offered on a month-to-month basis until terminated unless a special contract is required as discussed in Section 3 of Rules and Regulations.

3. MONTHLY RATES

Residential Customers

	<i>Summer</i> Billing Months <u>June through September</u>	<i>Winter</i> Billing Months <u>October through May</u>
Customer Charge	\$4.00	\$4.00
<u>Normal-Service</u>		
Energy Charge	\$0.1170/kWh	\$0.1085/kWh
<u>Control Periods (For Amounts Generated or Curtailed thru the Use of the DSM Resource)</u>		
Energy Charge	\$ 0.00	\$ 0.00
<u>Control Period (If Fails to Generate or Curtail Load thru the Use of DSM Resource)</u>		
Energy Charge	\$0.1650/kWh	\$0.1530/Kw

SGS Customers

	<i>Summer</i> Billing Months <u>June through September</u>	<i>Winter</i> Billing Months <u>October through May</u>
Customer Charge	\$4.00	\$4.00
<u>Normal-Service</u>		
Energy Charge	\$0.1275 cents/kWh	\$0.1012/kWh
<u>Control Periods (For Amounts Generated or Curtailed thru the Use of the DSM Resource)</u>		
Energy Charge	\$ 0.00	\$ 0.00
<u>Control Period (If Fails to Generate or Curtail Load thru the Use of DSM Resource)</u>		
Energy Charge	\$0.1800/kWh	\$0.1680/Kw

MGS Customers

	Summer Billing Months <u>June through September</u>	Winter Billing Months <u>October through May</u>
Customer Charge	\$7.00	\$7.00
<u>Normal-Service</u>		
Demand Charge	\$11.86/kW	\$8.95/kW
Energy Charge	\$0.0776/kWh	\$0.0680/kWh
<u>Control Periods (For Amounts Generated or Curtailed thru the Use of the DSM Resource)</u>		
Energy Charge	\$ 0.00	\$ 0.00
<u>Control Period (If Fails to Generate or Curtail Load thru the Use of DSM Resource)</u>		
Demand Charge	\$16.74/kW	\$12.60/kW
Energy Charge	\$0.0880/kWh	\$0.0770/Kw

LGS Customers

	Summer Billing Months <u>June through September</u>	Winter Billing Months <u>October through May</u>
Customer Charge	\$18.00	\$18.00
<u>Normal-Service</u>		
Demand Charge	\$11.00/kW	\$8.90/kW
Energy Charge		
On-Peak	\$0.0776/kWh	\$0.0776/kWh
Off-Peak	\$0.0680/kWh	\$0.0680/kWh
<u>Control Periods (For Amounts Generated or Curtailed thru the Use of the DSM Resource)</u>		
Energy Charge	\$ 0.00	\$ 0.00
<u>Control Period (If Fails to Generate or Curtail Load thru the Use of DSM Resource)</u>		
Demand Charge	\$15.60/kW	\$12.60/kW
Energy Charge		
On-Peak	\$0.0880/kWh	\$0.0880/kWh
Off-Peak	\$0.0770/kWh	\$0.0770/kWh

GSP Customers

	Summer Billing Months <u>June through September</u>	Winter Billing Months <u>October through May</u>
Customer Charge	\$21.00	\$21.00
<u>Normal-Service</u>		
Demand Charge	\$10.20/kW	\$8.97/kW
Energy Charge		
On-Peak	\$0.0776/kWh	\$0.0776/kWh

Off-Peak	\$0.0680/kWh	\$0.0680/kWh
<u>Control Periods (For Amounts Generated or Curtailed thru the Use of the DSM Resource)</u>		
Energy Charge	\$ 0.00	\$ 0.00
<u>Control Period (If Fails to Generate or Curtail Load thru the Use of DSM Resource)</u>		
Demand Charge	\$14.40/kW	\$12.66/kW
Energy Charge		
On-Peak	\$0.0880/kWh	\$0.0880/kWh
Off-Peak	\$0.0770/kWh	\$0.0770/kWh

SCS Customers

	<i>Summer</i>	<i>Winter</i>
	Billing Months	Billing Months
	<u>June through September</u>	<u>October through May</u>
<u>Normal-Service</u>		
Demand Charge	\$7.60/kW	\$6.650/kW
Energy Charge		
On-Peak	\$0.0780/kWh	\$0.0780/kWh
Off-Peak	\$0.0700/kWh	\$0.0700/kWh
<u>Control Periods (For Amounts Generated or Curtailed thru the Use of the DSM Resource)</u>		
Energy Charge	\$ 0.00	\$ 0.00
<u>Control Period (If Fails to Generate or Curtail Load thru the Use of DSM Resource)</u>		
Demand Charge	\$12.65/kW	\$10.10/kW
Energy Charge		
On-Peak	\$0.5500/kWh	\$0.5500/kWh
Off-Peak	\$0.2800/kWh	\$0.2800/kWh

4. OTHER TERMS AND CONDITIONS

All other terms and conditions of the City's Tariff and the applicable Rate schedule will be applicable to Rate Schedule LCS.

RTP—REAL TIME PRICING SCHEDULE

1. AVAILABILITY

This rate is available upon request by GSP Service and SCS Service Customers throughout the territory served by the City. Service will be rendered through a single metering installation under this Rate Schedule for lighting and/or power requirements of offices, institutions, professional, commercial, or industrial establishments at primary voltage when the Customer owns and maintains the required transforming, switching and protection equipment and the Customer's expected maximum peak loads will be equal to or greater than 1,000 kW.

2. TERM OF SERVICE

Service is offered for minimum of a twelve (12) month period or multiples of 12-month periods and a special contract is required.

3. MONTHLY RATES

Customer Charge	\$0
Distribution Service Demand Charge	\$6.00/kW
Power Supply Demand Charge	\$8.00/kW
Energy Charge	Applicable Real Time Hourly PJM LMP
Energy Charge Adder	\$0.006/kWh

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on rates stated herein.

6. GENERAL COST ADJUSTMENT

The monthly charges under this service classification may be subject to General Cost Adjustment Charge. (Reference: Section 20)

7. GREEN/ RENEWABLE ENERGY FUND RATE

All kilowatt-hours billed under this Service Classification will be subject to Green/ Renewable Energy Fund Rate. (Reference: Section 22)

8. MEASURED DISTRIBUTION SERVICE DEMAND

The measured demand shall be the greatest demand established by the Customer during any sixty (60) minute demand interval of a clock hour of the month during On-Peak hours as measured by the demand meter, taken to the nearest whole kilowatt.

9. MEASURED POWER SUPPLY DEMAND

The measured demand shall be the Customer's load during a sixty (60) minute demand interval of a clock hour, as measured by the demand meter, taken to the nearest whole kilowatt, coincident with the combined load of all of the Members of Delaware Municipal Electric Corporation, Inc. ("DEMEC").

10. BILLED ENERGY

Energy charges will be based on the Customer's metered energy in whole kilowatt hours multiplied by a loss factor of 1.08. This loss factor may be changed by the City of Milford.

11. HOURLY PJM LMP

The Customer's billed energy will be charged at an applicable hourly Real Time Locational Marginal Price (LMP) established by PJM

12. METERING REQUIREMENT

A time of use meter capable of providing hourly integrated readings based on 60 minute intervals is required. If the Customer does not have this type of meter, the City will install such a meter at the Customer's expense.

13. ON-PEAK HOURS

On-peak hours are the 16 hours beginning at 6:00 AM and ending at 10:00 PM, Monday through Friday, excluding NERC holidays falling on weekdays. All other hours are Off-Peak hours.

14. POWER FACTOR

The average Power Factor of the Customer's installation, expressed to the nearest whole percent, shall be determined by metering installed by the City ratcheted to prevent reverse registration. . If the actual average Power Factor is determined to be below the Base Power Factor as defined in Section 12.6 for any given month, the Billing Demand will be adjusted as per Section 12.6 of Rules and Regulations I.

15. MINIMUM CHARGE

The minimum monthly charge shall be the demand charge, but not less than the Distribution Service Demand charge for 300 kW. Minimum charges will not be pro-rated for periods of less than one month. There is no minimum charge for the power supply demand.

16. PUBLIC UTILITIES TAX

In addition to the charges stated in this Service Classification, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential Services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate. (Reference: Section 21)

17. RULES AND REGULATIONS

The City's Rules and Regulations shall govern the supply of Service under this Service Classification.

PL—PRIVATE AREA LIGHTING SCHEDULE

1. AVAILABILITY

This rate applies throughout the territory served by the City for lighting of Customer's private property and is available to Customers presently taking Service under any other Service Classification also.

2. CHARACTER OF SERVICE

Service shall be rendered by use of LED light sources. Wattage ratings are based on nominal lamp ratings as listed by the manufacturer.

3. TERM OF SERVICE

Standard Service shall be for an initial term of one (1) year and thereafter from month to month and may be terminated by at least thirty (30) days' notice from either party. Bills will be rendered monthly in accordance with the charges shown in the Rate Table below.

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of

Service based on the Rate Table presented below in Section 7.

5. DESCRIPTION OF EQUIPMENT TO BE SUPPLIED

The City will install, own, and maintain standard private area lighting equipment including the luminaire and bracket mounted on an existing City pole or an approved pole owned by the Customer. The City will connect to existing secondary facilities and will install one (1) additional 100 foot span of aerial secondary Service.

6. TERMS AND CONDITIONS OF SERVICE

- a. Private Lighting Service is available to individual Customers provided the City has in place existing secondary Service facilities.
- b. When additional circuits or poles are required on the Customer's premises, such additional circuits and poles shall be paid for, owned and maintained by Customer.
- c. Any additional secondary circuits or equipment necessary on City's poles shall be installed by City at Customer's expense but will be owned and maintained by the City. The Customer will bear the cost of any new poles or conductor over 100 feet in length.
- d. Where the lighting unit is attached to a City owned pole and is located along a public right-of-way, the lighting unit furnished under this Service Classification must then extend over the Customer's property and not over the public right-of-way unless written permission is received from the government entity responsible for the right-of-way. The decision as to the location of a private lighting unit on City poles or other structures rests solely with the City.
- e. The City will maintain and service only equipment which it owns.
- f. Lamps shall be lighted from dusk to dawn each night, approximately 4,300 hours per year.
- g. New installations shall remain in Service for a minimum of one (1) year. The City may require payment for removals or relocation of new installations in Service for less than one (1) year. A Service call fee may be charged for such Service. (See Chargeable Service Call in the Fee Schedule, Appendix 1)
- h. The City will supply electricity, revamp when necessary, and maintain the equipment and optics which it owns. All other maintenance such as repairs/replacement of Customer owned pole will be at Customer's expense.
- i. It is the Customer's responsibility to notify the City of any outage or problem with the operation of the Customer's private area light. No prorated credit on the Customer's bill will be allowed by the City for lack of Service when the City has not been notified of a problem.

- j. Lamp renewals and/or maintenance will be performed during normal working hours within a reasonable period following notification of a problem by the Customer to the City.
- k. All Private Area Lighting installations must be accessible to the City's maintenance trucks and personnel for revamping and repairs.
- l. The City reserves the right to discontinue Service where cost of Service is excessive because of vandalism or other reasons.

7. RATE SCHEDULES BY EQUIPMENT INSTALLATION

1. Monthly Rate

Enclosed Asymmetric Luminaire with 2-1/2, 4 or 8 ft.

Bracket Only	<u>Charge</u>	<u>Monthly Average kWh</u>
LED		
(1) 100W (Equivalent)	\$8.00	
(2) 400W (Equivalent)	\$24.60	
Mercury*		
(1) 175W	\$11.50	070
(2) 400W	\$23.00	155
High Pressure Sodium*		
(1) 100W	\$8.00	49
(2) 150W	\$11.00	69
(3) 400W	\$24.60	164
Metal Halides*		
(1) 150 W	\$24.60	164
(2) 400 W	\$54.00	360

* The City does not offer Mercury, HPS, or Metal Halide lighting to any new Customer at this time.

8. GENERAL COST ADJUSTMENT

The monthly charges under this Service Classification may be subject to General Cost Adjustment Charge. (Reference: Section 20).

9. GREEN ENERGY FUND RATE

All kilowatt-hours billed under this Service Classification may be subject to Green/ Renewable Energy Fund Rate. (Reference: Section 23).

10. RULES AND REGULATIONS

The City's Rules and Regulations shall govern the supply of Service under this Service

Classification.

11. PUBLIC UTILITIES TAX

In addition to the charges stated in this Service Classification, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate (Reference: Section 21).

EDR—ECONOMIC DEVELOPMENT RATE SCHEDULE

1. PURPOSE

The purpose of this Economic Development Rate (EDR) is to provide a discount from the City's regular tariffs rates for Service to certain new and existing commercial and industrial Customers of the City if they make substantial new capital investments or create new employment opportunities and, in doing so, add or retain load in the City's Service territory.

2. AVAILABILITY

Customers to whom EDR is available are: (1) Customers eligible for or taking Service from the City under Service Classifications "MGS", "LGS", or "GSP"; (2) Whose operations at a facility in the City's Service territory, for which a discount under this Rate Schedule is sought, fall primarily under Standard Industrial Code classifications 20 through 38, and 60 through 67 except 65; (3) Who apply to the City in writing, for a discount under this Rate; and (4) Who satisfy all other EDR criteria described below.

Discounts under this Rate are available for New Load associated with either initial permanent Service (a "New Customer") or an expansion of existing Service (an "Expansion Customer") at a single integrated facility. The New Load of a New Expansion Customer must be at least 50 kW with a minimum of 60% load factor and the new Customer must have added at least 25 Investment Units as of the Operational Date. Discounts under this Rate may be available to the existing Customers, with a minimum load of 2,000 kW and a monthly load factor of 60% for enabling them to retain their loads.

The City shall have sole discretion in determining eligibility for discounts under this Rate, and the availability of such discounts may be limited or discontinued from time to time, as the City determines it is appropriate to do so. Examples of situations where discounts under this Rate are not available include when: (1) the identity of a Customer to whom the City currently provides, or has provided, Service has changed solely due to a name change, purchase, merger, consolidation, or reorganization; (2) A Customer has substituted one Service address in the City's Service territory for another; (3) Strikes, equipment failures, temporary plant shutdowns; or other similar circumstances are what allow the Customer to claim eligibility for discounts under this Rate; or (4) The economic development purpose of this Rate is not being served.

3. DEFINITIONS

3.1 New Load - For a New Customer, New Load is the total Metered Demand and Energy attributable to initial permanent Service. For an Expansion Customer, New Load is the

net demand and energy attributable to the expansion, as determined by the City.

- 3.2 Investment Unit - An investment Unit is equal to 1 non-seasonal, full-time job or \$100,000 in capital investment.
- 3.3 Operational Date - The Operational Date for a New or Expansion Customer shall be the first day of full operation of the new or expanded facility. In no event, however, shall the Operational Date be later than 2 years after the New Customer or Expansion Customer applies for the discount available under this Rate.
4. DETERMINATION OF THE DISCOUNT
After the receipt of the Customer's application, the City and the Customer will negotiate the Discount to be given to the Customer for his New Load. The period for which the Discount will be applied will also be negotiated.
5. APPLICATION OF DISCOUNT
The Discount will be applied to the total bill, before the application of the Delaware Utility Tax, for Service of the New Load of the New Customer or Expansion Customer during the periods specified below as long as the New Customer or Expansion Customer remains eligible for the Discount under this Rate.
6. SERVICE AGREEMENT
A New Customer or Expansion Customer shall execute a Service Agreement with the City providing that, for the period during which Discount is provided under this Rate, a minimum of 5 years, the New Customer or Expansion Customer shall purchase its total electric requirements from the City. At the City's sole discretion, a New Customer or Expansion Customer may be able to increase the Discount available under this Rate by executing a Service Agreement providing that the New Customer or Expansion Customer shall purchase its total electric requirements for a longer period commensurate with the amount of the Discount sought.
7. GENERAL PROVISIONS
A New Customer or Expansion Customer must submit a written application to the City for the Discount under this Rate and such application must be approved by the City before the Operational Date. The application must include a description of the amount and source of the New Load and the basis on which the New Customer or Expansion Customer believes itself to be eligible for Discount under this Rate.

For an Expansion Customer, the City may install metering equipment necessary to measure the Expansion Customer's New Load separately from loads already served by the City. The City reserves the right to determine how such New Load will be metered. If the City determines that separate metering is impractical, unduly expensive, or otherwise unnecessary, the City will administratively determine the New Load eligible for Discount under this Rate and the City's determination will be controlling.

New Customers or Expansion Customers will give the City access to information reasonably

required by the City to determine continuing eligibility. Unless expressly altered by this Rate, the terms and conditions of Service to a New Customer or an Expansion Customer will be governed by the Tariff and Service Agreement under which the City provides Service to the New Customer or Expansion Customer.

Incremental transmission and distribution investment costs associated with specifically serving a Customer who otherwise qualifies for this rate will be separately recovered from the Customer.

8. LOSS OR REDUCTION OF NEW LOAD

If during the initial term of its Service Agreement with the City, the New Customer or Expansion Customer ceases or substantially reduces its operations at the facility where Discount has been provided for New Load under this Rate, a New Customer or Expansion Customer will refund to the City Discounts provided under this Rate. A substantial reduction in operations shall be deemed to have occurred where the New Load of the New Customer or Expansion Customer falls below 50 kW for a period of 3 or more months. A substantial reduction in operations also shall be deemed to have occurred where the energy usage of the New Customer or the Expansion Customer in 6 consecutive months is 25% or more below the energy usage in the same billing months of the prior year.

Such refunds shall be equal to the Discounts actually received by the Customer on that portion of load that is lost or reduced, as determined by comparing bills for Service with and without the Discount provided under this Rate. Refunds shall be due and payable in full within 30 days after the City renders a bill for such refunds.

9. OTHER TERMS AND CONDITIONS

All other terms and conditions of the City's tariff and the applicable Rate Schedule shall be applicable to Rate Schedule EDR.

EXTRA FACILITIES SCHEDULE

Extra Facilities: At the request of the Customer, The City will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under this "Extra Facilities Schedule" added to and made a part of The City standard form of contract and containing the following provisions:

Service shall be used solely by the contracting Customer in a single enterprise located entirely on single, contiguous premises, and there shall be no exemption from any of the provisions of the Rules and Regulations related to this Schedule.

"Extra Facilities" shall include but not be limited to such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting Customer, in addition to the facilities which the City furnishes to the Customer without cost under its other Rate or Service Schedules.

The Extra Facilities to be supplied shall be the City's standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on The City side of the point of delivery.

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer, for the life of the Extra Facilities service, in addition to the billing, in accordance with the applicable Rate Schedule.

Extra Facilities shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. The "installed cost of Extra Facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.

When Extra Facilities furnished include a transformer or voltage regulator, metering equipment shall be installed on the City side of the transformer or regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the equipment losses. Upon mutual agreement between the Customer and the City, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an Extra Facility.

When the Extra Facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the Extra Facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the City may furnish without cost to the Customer under its other Rate or Service Schedules.

The City shall have the option of refusing requests for Extra Facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the City service to other Customers.

Contracts containing the Extra Facilities Schedule shall have a minimum original term of 5 years to continue from year to year thereafter, but the City may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.

In the event that an existing Extra Facility must be modified or replaced, whether or not such modification or replacement is requested by the affected Extra Facility Customer, then the installed cost of Extra Facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for the said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of the said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost

used for the said equipment immediately prior to removal.

VGRE—VOLUNTARY GREEN/ RENEWABLE ENERGY SCHEDULE

1. AVAILABILITY

Available to all retail Customer Classes for the purchase of all or a portion of a Customer's energy requirements. The Customer must apply for this Service by submission of the CUSTOMER APPLICATION FOR VOLUNTARY SUBSCRIPTION TO PURCHASE RENEWABLE ENERGY attached to this Tariff as Appendix 3.

2. CHARACTER OF SERVICE

Service will be provided to those Customers who volunteer to receive their energy from Green/Renewable Energy Resources. Customers can take service in Blocks consisting of 100 kWh per Block. "Green/Renewable/ Energy" means electrical energy generated by means of a low- or zero-emissions generation technology that has substantial long-term production potential and may include, without limitation, solar, wind, hydropower, ocean energy, geothermal, landfill gas, anaerobically-digested waste biomass or fuel cells that are not fossil fueled, and any other generation technology approved by the State of Delaware. Green/Renewable Energy does not include any fossil fuel or nuclear energy.

The amount of power subscribed to by the Customer shall be set out in an Application for the VGRE Rate, which is attached hereto as Appendix 3.

3. TERM OF SERVICE

Standard Service shall be for an initial term of one (1) year and thereafter may be renewed on an annual term.

4. MONTHLY RATES

The Rates and Terms as set out for all other Customer Rates Classes shall apply. Additionally, the Renewable Energy Premium shall apply for kWh elected by the Customer to be served by Renewable Energy Resources as stated in the Application for VGRE Rate. The Renewable Energy Premium (REP) for all classes is established by the State of Delaware and the current REP is \$0.18/Block or \$0.0018/Kwh. Each Block consists of 100 kWh.

5. MONTHLY MINIMUM

Customers may elect to take VGRE Rate Service in increments of 100 kWh, however, the monthly minimum charge will be based on one Block of 100kWh.

6. OTHER TERMS AND CONDITIONS

Service will be offered to Customers on first-come- first basis as it is available for sale by the City. If applications exceed available supply, the remaining applicants will be placed on a waiting list. All other Tariff Rules and Regulations except PPCA provision applicable to the Customer Class to which a Customer belongs shall apply to Service under this Rate Schedule.

7. PUBLIC UTILITY TAX

Billings under this Rate Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts Tax and all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the City and levied or assessed by any government authority on the Service rendered by the City, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service. (Reference: Section 21)

RETAIL CUSTOMERS DEMAND RESPONSE AGGREGATION

1. The City or any entity that applies to be an authorized Curtailment Service Provider and is subsequently approved by the City Manager or his designee is permitted to bid demand response on behalf of the Customers served by the City directly into PJM.
2. The Customers served by the City wishing to bid their demand response into PJM may do so by participating in the program established by the City or with a Curtailment Service Provider duly approved in advance by the City.

ANCILLARY SERVICES PROVIDED BY DEMAND RESPONSE RESOURCES

1. The City or any entity that applies to be an authorized Curtailment or Demand Response Service Provider and is subsequently approved by the City Manager or his designee is permitted to bid demand response on behalf of the Customers served by the City directly into PJM for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response Ancillary Services or their functional equivalent as defined in the PJM's Open Access Transmission Tariff.
2. Customers served by the City wishing to bid their demand response into PJM for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response ancillary services or its functional equivalent may do so by participating in the program established by the City or with a Curtailment or Demand Service Provider duly approved in advance by the City.

8. TECHNICAL CONSIDERATIONS COVERING PARALLEL OPERATIONS OF CUSTOMER OWNED GENERATION OF LESS THAN ONE (1) MEGAWATT AND INTERCONNECTED WITH THE CITY'S ELECTRIC SYSTEM

1. PREREQUISITE

The Customer must be first in compliance with the Rules and Regulations and the applicable Service Classification and Rule Schedules. The terms and conditions contained herein are in addition to, but do not modify nor negate, the applicable terms of the Tariff.

2. PURPOSE

The purpose of these Technical Considerations relating to interconnection of on-site

distributed generation (“Distributed Generation”) and parallel generation requirements is to clearly state the terms and conditions that govern the interconnection and parallel operation of on-site Distributed Generation, in order to:

- A. Establish technical requirements which will promote the safe and reliable parallel operation of Distributed Generation resources;
- B. Enhance the reliability of electric service;
- C. Facilitate the implementation and use of distributed resources technologies;
- D. Enhance economic efficiency in the production and consumption of electricity and other energy resources; and
- E. Promote the use of distributed resources in order to provide electric system benefits during periods of capacity constraint.

3. APPLICABILITY

Unless otherwise provided, these guidelines apply to all Customer owned generation operating below 1 Megawatt which is interconnected at 25kV or below and operated in parallel with the City’s power delivery System. The technical requirements of Section 15 (below) and subsequent sections of this document do not apply to NMS Rider Tariff generators using inverter technology, as requirements for these installations are already covered in the applicable codes, IEEE Standard 929, Recommended Practice for Utility Interface of Photovoltaic (PV) Systems, and UL 1741, Underwriters Laboratories Subject 1741-1999, Standards for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems.

4. DEFINITIONS

Account-An account is one metered or un-metered Rate or Service classification which normally has one electric delivery point of service. Each account shall have only one electric service supplier providing full electric supply requirements for that account. A premises may have more than one account.

Customer-Any adult person, partnership, association, corporation, or other entity: (i) in whose name a service account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure, etc., and (iii) who is primarily responsible for payment of bills. A Customer includes anyone taking Delivery Service or combined Electric Supply & Delivery Service from the City under one Service classification for one account, premises or site. Multiple premises or sites under the same name are considered multiple Customers.

Distributed Generation or On-Site Distributed Generation-An electrical generating unit of less than 1 MW, which may be connected in parallel operation to the City’s system. The on-site generation capacity shall be no greater than the capacity of the installed electric

service.

Generator Owner-The owner of the generating system that is interconnected to the City.

Grid-The interconnected arrangement of lines and transformers that make up the City's electric power system.

IEEE Standard 929-IEEE Standard entitled Recommended Practice for Utility Interface of Photovoltaic (PV) Systems, P929 Draft 11, dated July, 1999, or subsequent approved revision thereof.

Interconnection-The physical connection of Distributed Generation to the City's system in accordance with these guidelines so that parallel operation can occur.

Interconnection Application-The standard form of application which must be submitted by the Generation Owner to the City for permission to interconnect with the City system. The approved Interconnection Application sets forth the contractual conditions under which the City and Generator Owner agree that one or more generating units whose aggregate generation at the Point of Common Coupling is less than 1 MW may be interconnected at 25 kV or less with the City's system.

Inverter-A static power converter with control, protection and filtering functions that converts Direct Current input to Alternating Current output. Inverters must be of the non-islanding type.

Island-A portion of the City system which contains both load and Distributed Generation and is isolated from the remainder of the City system.

Parallel Operation-Any electrical connection between the Company's system and the Generator Owner's generating source.

Point of Common Coupling-The point where the electrical conductors of the City system are connected to the Customer's conductors and where any transfer of electric power between the Generator Owner and the City System takes place (such as switchgear near the meter).

Pre-Approved Equipment- Specific generating and protective equipment system or systems that have been approved by the City as meeting the applicable parts of this document.

Pre-Interconnection Study-A study or studies which may be undertaken by the City in response to its receipt of a completed application for parallel operation with the City's system submitted on the Interconnected Application form prescribed by these guidelines. Pre-Interconnection Studies may include, but are not limited to service studies, coordination studies and facilities impact studies.

Qualifying Facility (QF)-An electric generation facility which is a qualifying facility under Subpart B, Section 201 of the Federal Energy Regulatory Commission's regulations per the Public Utility Regulatory Policies Act of 1978.

Stabilized-The City's system following a disturbance which returns to the normal range of voltage and frequency for at least 5 minutes or longer as coordinated with the City. The City may require a longer period upon a reasonable showing that the reconnection after 5 minutes will adversely affect the safety and reliability of the City's System.

Unit-A Distributed Generation facility which operates at the Generator Owner's service voltage and phasing.

Utility System or Electric Distribution Facility-City's distribution system operating at 25 kilovolts or below to which the generation equipment is interconnected.

5. INTERCONNECTION APPLICATION

A Generator Owner shall make a formal application to the City for the interconnection of a generator to the City system. The application will be made on an Application Form provided by the City. Two Application Forms are available at the City's Office. Generators 25kw or less will use the shorter Application Form as less technical data is needed for units within this size range. Larger size Generators shall use the other Application Form.

6. DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DISTRIBUTED GENERATION INTERCONNECTION

The City's Electric Department will be the designated point of contact for all matters related to interconnected generation. The City will maintain records concerning applications received for interconnection and parallel operation of Distributed Generation. Such records will include the date of receipt of each such application, documents generated in the course of processing such applications, correspondence regarding such applications and the final disposition of such application.

7. PRE-INTERCONNECTION STUDIES

A. In many instances the City will wish to conduct a service study, coordination study, or facilities impact study prior to interconnection of a Distributed Generation unit. In instances where such studies are deemed necessary, the scope of such studies shall be based on the characteristics of the particular Distributed Generation unit to be interconnected and the proposed point of interconnection.

B. A Generator Owner who qualifies under the special NMS Rider Tariff and all generators less than 25kW are exempt from the pre-interconnection study requirement.

C. Completion of Pre-interconnection Study - Upon completion of the interconnection study, the City will notify the Generator Owner that his application has been approved or indicate insufficient detail why the application

cannot be approved. The conducting of such pre-interconnection studies shall not unduly delay the interconnection of the Distributed Generation. In no event will such studies take longer to complete than 4 weeks after receipt of signed Customer application and Customer submittal of all required data.

- D. Pre-interconnection Study Fee - The City will perform a pre-interconnection study without charge up to the typical and customary cost that the City would expend for the study work of similar type of Customer interconnection. If the cost to the City is expected to exceed this typical and customary amount, or if multiple submittals by the Generator Owner are necessary, the City will advise the Generator Owner of the expected cost of such study work by the City before such work begins. The Generator Owner will be responsible for payment of all costs above the typical and customary amount.

8. NETWORK INTERCONNECTION OF DISTRIBUTED GENERATION

Where generation is to be connected to a network system and capable of exporting power to the Grid, the interconnection study may result in more stringent interconnection requirements.

9. PRE-APPROVAL OF GENERATION UNITS, DEVICES AND SYSTEMS

Upon approval by the City that certain generating unit's protective devices and/or system(s) meet the standards set out in these guidelines, such approval shall be made available to the appropriate manufacturer upon written request. For subsequent applications using some or all of the identical generating unit's protective devices and/or systems, the manufacturer may submit a copy of the approval with the application as proof that its equipment has already been approved for use on the City's system. Use of pre-approved equipment will not eliminate any applicable requirement for a pre-interconnection study to determine the suitability of the equipment for each application, given the unique arrangements and characteristics of both the Generator Owner and the City systems at the point of the interconnection.

10. CONNECTION APPROVAL

The Generator Owner can connect their generation to the City System only after the Interconnection Application has been approved and the Generation Owner has received a written approval notification. The City will provide notification within four weeks after the receipt of the Interconnection Application and all required data.

11. INTERCONNECTED GENERATION SITE WARNING LABEL

The Generator Owner shall install a warning label in a conspicuous place on their electric meter or meter box to notify the City personnel that there is a generator source installed on the load side of the meter. The warning label shall not be placed in a location that would interfere with the ability of the City personnel to read the electric meter. The City will provide the warning label to the Generator Owner. The warning label must be placed before the generation can be interconnected.

12. DISCONNECTION AND RECONNECTION

The City may disconnect a Distributed Generation unit under the following conditions:

- A. Application Termination – Upon termination of the approved Interconnection Application.
- B. Non Compliance – For non-compliance with the technical guidelines specified in this document or other requirement contained in the applicable Tariff, provided that the City has given notice to the Generator Owner and provided the Generator Owner reasonable time (consistent with the condition) to correct such non-compliance. The City will reconnect the unit only upon receipt of certification from the Generator Owner and verification by the City that the unit is in compliance. The City will provide verification within a reasonable time period.
- C. In Case of a system emergency outage of the City’s primary Electrical Sources – The Generator Owner’s generation equipment must be installed and configured so that parallel operation must automatically cease immediately and automatically during outages or loss of the City’s electric source in accordance with these guidelines. The Generation Owner must also cease parallel operation upon notification by the City of a system emergency, abnormal condition or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers or interferes with the City’s system maintenance or operation. In addition, the City may disconnect the generator from the system for system emergencies without notice. However, the City will use reasonable efforts to notify the Generation Owner prior to disconnecting.
- D. For Routine Maintenance and Repairs – The City may disconnect a Customer/Generation Owner for routine maintenance and repairs on the City’s system consistent with applicable tariffs and agreements. The City will make reasonable efforts to provide advance notice to the Customer/Generation Owner of service interruptions resulting from routine maintenance.
- E. The City will reconnect the Customer/Generation Owner as quickly as possible following any such service interruption.

13. TERMINATION

The Generation Owner may terminate the approved Interconnection Application at any time upon thirty (30) days of providing a written notice to the City. The City may terminate the Interconnection Application for a cause after 60 days written notice to the Generator Owner of a material violation of the terms of the approved Interconnection Application and after the Generator Owner has had a reasonable opportunity to remedy the violation. The Generator Owner must give the City notice that it intends to permanently shut down his generation.

14. PRIVILEGED COMMUNICATIONS CONCERNING PROPOSED DISTRIBUTED GENERATION PROJECTS

In the course of processing applications for parallel operation and in the conduct of pre-

interconnection studies, the Generation Owner shall provide the City with detailed information concerning the proposed Distributed Generation project. The City shall not use such knowledge of proposed Distributed Generator projects submitted to it for review to prepare competing proposals to the Generator Owner whereby the City, or its affiliate, offers either discounted rates in return for not installing the Distributed Generation, or offers competing Distributed Generation projects.

15. TECHNICAL GUIDELINES FOR PARALLEL OPERATION OF ON-SITE DISTRIBUTED GENERATION UNITS

This subsection describes minimum requirements and procedures for safe and effective connection and operation of Distributed Generation. A Generator Owner may operate 60 Hertz, three phase or single phase generating equipment, whether a QF or non-QF, in parallel with the City's system pursuant to an approved Interconnection Application provided that the equipment and Generator Owner meet or exceed the requirements of these guidelines or the NSM Rider Tariff requirements and that the City has approved the Generator Owner's application to interconnect. This subsection describes typical interconnection requirements. Certain specific interconnection locations and conditions may require the installations of additional protective settings or hardware, especially when exporting power to the system. If the City concludes that an application for parallel operation requires additional protective settings or hardware, the City shall make those requirements known to the Generator Owner within 14 days after all pertinent studies are completed.

16. APPROVAL FOR INTERCONNECTION

Approval to connect to the City system indicates only that the minimum requirements for a safe proper interconnection have been satisfied. Such approval does not imply that the Generator Owner's facility meets all federal, state and local standards or regulations.

A. GENERAL INTERCONNECTION AND PROTECTION REQUIREMENTS

1. The Generator Owner's generation and interconnection installation must meet all applicable national, state, and local construction and safety codes.

a. The Generator Owner's generator shall be equipped with protective hardware and software designed to prevent the generator from energizing one of the City's de-energized circuits. The Generator Owner's generator must automatically disconnect from the City's system if the Grid source is lost, irrespectively of connect loads or other generators.

b. The generator shall be equipped with the necessary protective hardware and software designed to prevent sustained parallel operation of the generating equipment with the City's system unless the system service voltage and frequency are within acceptable magnitudes as defined in Section 15.

c. Pre-approved equipment shall be accepted as part of an interconnection

proposal without the need to re-review the equipment itself. However, the application, design and setting of pre-approved units and/or equipment must be reviewed and coordinated according to the unique needs of the specific location of the proposed installation. Where a complete unit or system has been pre-approved, only location-specific issues will typically need to be reviewed.

d. The Generator Owner shall be responsible for protecting its own generating and interconnection equipment in such a manner so that City system outages, short circuits, single phasing conditions or other disturbances including zero sequence currents and Ferro resonant over-voltages do not damage the Generator Owner's generating equipment. The protective equipment shall also prevent excessive or unnecessary tripping that would adversely affect the City's service reliability to other Generator Owners and Customers.

e. The generator and interface protection schemes shall be continuously monitored and functioning and the generator shall immediately disconnect from the City's system for any condition that would make the protection scheme inoperable.

f. The operating power required for the protection and control schemes for the generator and the control power used to disconnect the generator from the City must not be dependent on the City grid power.

g. Where multiple generators are connected to the system through a single point of common coupling, the sum of the ratings of the generators will be used to determine the applicability of these guidelines. Protection scheme performance with one or more units off line will have to be considered.

h. Applicable circuit breakers or other interrupting devices at the Generator Owner's facility must be capable of interrupting the maximum available fault current at the site, including any contribution from the Owner's generator(s).

i. The Generator Owner will furnish and install a manual disconnect device which, when opened, will have the effect of isolating the generator from the City's system. The disconnect device shall have a visual break (a disconnect switch, a draw-out breaker, fuse block, etc. as appropriate to the voltage level), will, at times, be accessible to the City's personnel, and shall be capable of being locked in the open position via a City padlock. The City shall use reasonable efforts to utilize padlocks of a size consistent with typical manufacturer's specifications. The Generator Owner shall follow the City's switching, clearance and tagging procedures which the City shall provide and attach the Warning Label noted in Section 11.

(1) On generation installations of 25kW or less, the Generator Owner may elect not to install a manual disconnect switch provided that the meter can be safely “pulled” by the City to isolate the generation equipment from the City's System. If the Generator Owner elects not to install a manual disconnect device, the Generator Owner assumes all risks and consequences when a meter must be “pulled” to disconnect the generator thereby also interrupting electric service to the Customer.

j. The design, procurement, installation, and maintenance of the equipment at the Generator Owner’s site is the responsibility of the Generator Owner and at the Generator Owner’s expense.

k. Any necessary enhancements or improvements needed within the City’s system and/or at the Customer sites to accommodate the parallel interconnection of the Generator Owner’s generation will be at the Generator Owner’s expense.

l. The Generator Owner has full responsibility and liability for the safe and proper operation of their equipment and the power originating from their generator. The Generator Owner is also responsible for synchronizing their generator(s) with the City’s system and maintaining a synchronous operation.

m. The Generator Owner must immediately cease parallel operation upon notification by the City if such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the City’s system maintenance or operation.

n. The City reserves the right to specify the type of transformer connection (e.g. delta-delta, wye-delta, wye-wye) that will be employed for all multiphase interface transformers consistent, where reasonable, with the Generator Owner’s power system.

B. PREVENTION OF GENERATOR OWNER GENERATION INTERFERENCE WITH CITY SYSTEM.

To eliminate undesirable interface caused by operation of the Generator Owner’s generating equipment, the Generator Owner’s generator shall meet the following criteria:

1. Voltage – The generating equipment will be operated in such a manner that the voltage levels on the City’s system are in the same range as if the generating equipment were not connected to the City’s system. The Generator Owner shall provide an automatic method of initiating a disconnect sequence of his generating equipment from the City system with

set points noted in the table below.

Generating Systems with Inverters Up to 25kw	Generating Systems with Inverters Greater than 25kw	Non-Inverter or Rotating Machine Generating Systems
<ul style="list-style-type: none"> · Trip in 0.1 second for $V < 50\%$ · Trip in 2 second for $50\% \leq V < 88\%$ · Trip in 2 seconds for $06\% < V < 137\%$ · Trip in 0.03 second for $137\% \leq V$ <p>(Above times and voltages taken directly from IEEE 929)</p>	<ul style="list-style-type: none"> · Trip in 0.1 second for $V < 50\%$ · Trip within 0.1 to 30 seconds for $50\% \leq V < 88\%$ · Trip within 0.1 to 30 seconds for $106\% < V < 137\%$ · Trip in 0.03 second for $137\% \leq V$ <p>(Specific voltage and time delay set points will be determined for each installation.)</p>	<ul style="list-style-type: none"> · Trip in 0.1 second for $V \geq 115\%$ · Trip within 0.1 to 30 seconds for $V > 110\%$ or $V < 90\%$ <p>(Specific voltage and time delay set points will be determined for each installation.)</p>

Note: Trip time refers to the time between when the abnormal voltage condition occurs and the generator being disconnected from the utility Company.

2. On three phase generator installations, full three phase voltage sensing should be employed. Voltages must be sensed on the high side of any interface transformer if the transformer high voltage winding is ungrounded.
3. The Generator Owner may reconnect to the grid when the system voltage returns to normal range and is stabilized as defined in Section III, Definitions.
4. Flicker – The Generator Owner shall not cause excessive voltage flicker on the company’s system. This flicker shall not exceed the “Borderline of Irritation” curve, Fig. 10.3, as define in IEEE Std 519-1992, Recommended Practices and Requirements for Harmonic Control in Electric Power Systems. Lower levels of flicker may be required in areas where equipment such as computers and instrumentation are impacted.
5. Frequency – The operating frequency of the generating equipment shall not deviate more than the values noted in the table below.

Generating Systems with Inverters Up to 25kw	Generating Systems with Inverters Greater than 25kw	Non-Inverter or Rotating Machine Generating Systems
<ul style="list-style-type: none"> · Trip in 0.1 second for $F < 59.3$ Hz · Trip in 0.1 second for $F > 60.5$ Hz <p>(Set points taken from IEEE 929)</p>	<ul style="list-style-type: none"> · Trip in 0.1 second for $F < 59.3$ Hz · Trip in 0.1 second for $F > 60.5$ Hz 	<ul style="list-style-type: none"> · Trip in 0.1 second for $F < 59.3$ Hz · Trip in 0.1 second for $F > 60.5$ Hz <p>(Other frequency and time delay set points may be necessary for a</p>

	(Other frequency and time delay set points may be necessary for a specific installation.)	specific installation.)
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Note: Trip time refers to the time between when the abnormal frequency condition occurs and the generator being disconnected from the City.

6. The Generator Owner may reconnect when the system frequency returns to normal range and is stabilized as defined in Section III, Definitions.
7. Harmonics – Non-linear circuit elements such as inverters can produce harmonics. Per IEEE Std 519, Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, Table 11.1, the total harmonic distortion (THD) voltage shall not exceed 5% of the fundamental 60 Hz frequency nor 3% of the fundamental for any individual harmonic as measured at the location where the Customer interfaces with the City’s system (Point of Common Coupling). In addition, the level of harmonic current that the Customer is allowed to inject into the City’s system shall not exceed that specified in Table 10.3 in IEEE Std 519. Furthermore, any commutation notch should be limited as defined by Table 10.2 in IEEE Std 519. The preceding requirements apply to all types of generation systems.
8. The Generator Owner is responsible for the installation of any necessary controls or hardware to limit the voltage and current harmonics generated by his equipment to defined levels.
9. Power Factor – The generator must not adversely impact the power factor of the Generator Owner site. Most inverters are designed to operate close to unity power factor. The operating power factor of the generator shall be contained within the limits defined in the table below.

Generating Systems with Inverters Up to 25kw	Generating Systems with Inverters Greater than 25kw	Non-Inverter or Rotating Machine Generating Systems
0.85 Lagging or Leading when output exceeds 10% of inverter rating. (From IEEE 929-1999)	0.85 Lagging or Leading When output exceeds 10% of inverter rating. Rating	0.85 Lagging or Leading

10. To the extent that a Generator Owner’s power factor at the Point of Common Coupling falls below 0.9 lagging as a direct result of the installation of the generating unit(s), the Generator Owner must obtain, install and maintain, at his expense, corrective apparatus that compensates for the drop in power factor caused by the installation of the generator.
11. Current – In some cases, directional over-current protection may be required to limit fault current flowing onto the Grid in the event of a line fault. DC inverters that are incapable of producing fault current do not require directional over-current protection.
12. Inverter systems should not inject DC current greater than 0.5% of rated inverter output in the AC interface point under either normal or abnormal conditions.

13. Fault and Line Clearing – The Generator Owner shall automatically disconnect from the City’s system during electrical faults on the City’s electrical system and upon loss of the City’s electric source. The Generator Owner may reconnect when the system voltage and frequency return to normal range and is stabilized as defined in Section III, Definitions. Detection of the loss of the City’s primary electric system, where the Generator Owner is operating in an island with other Customer load, becomes increasingly difficult as the level of dispersed generation on a feeder approaches the connected load. For generating units 25kw and below, the over/under voltage and over/under frequency settings described previously along with the anti-islandizing provisions of IEEE 929/UL 1746 inverters, should be sufficient to satisfy this provision. For units greater than 25kw the voltage and frequency set-points are to be adjustable, with the actual setting determined by the City based on the electrical characteristics of the generator and the City’s electrical system. In addition, additional protection such as power directional or directional overcurrent functions may be required. For units 500kw or larger, a direct tripping scheme to trip the generator upon loss of the City’s feeder may be required by the City. This decision will be based on the saturation of Distributed Generation on a particular feeder circuit and in those cases where under voltage or under frequency sensing may not adequately detect loss of the City source.
14. Automatic Reclosing – The Generator Owner is responsible for protecting his equipment from the effects of switching or automatic reclosing of the City’s feeder circuit. The Generator Owner may request the City to delay high speed reclosing on the City’s feeder to allow the interconnected generator sufficient time to remove itself from an islandized or de-energized feeder prior to automatic reclose. Since delaying the automatic reclose time degrades the level of service provided to other Customers on the circuit, the City will limit the automatic reclose time delays to a few seconds or less. The Generator Owner may also request that a direct transfer trip scheme be added to remove the interconnected Generator from service prior to automatic reclosing by using communications equipment between the generator site and the City. Similarly the Generation Owner may request that a synchronizing check, or reclose blocking scheme be installed on the City’s feeder to prevent out of phase reclosing. The Generation Owner is responsible for all costs associated with the installation and maintenance of these requested modifications.

C. CONTROL, PROTECTION AND SAFETY EQUIPMENT REQUIREMENTS SPECIFIC TO GENERATORS OF 25 KW OR LESS.

1. All Generators 10 kW or less can be single phase. Customer owned generators greater than 10 kW must be evaluated by the City to determine if it can be single phase. The following table describes necessary control, protection and safety equipment specific to generator of 25 kW or less connected to Secondary or Primary Voltage Systems:
 - a. Control, Protection and Safety Equipment for Generators of 25 kW¹ or Less Connected to Secondary or Primary System.

Generator Size 25kW or less	
Generator Disconnect Device ²	X
Over-Current Trip	X
Over-Voltage Trip	X
Under Voltage Trip	X
Over/Under Frequency Trip	X
Synchronizing Check ³	Manual or Automatic

Notes:

- 1) Exporting to the City system many require additional operational/protection devices.
 - 2) Generator Owner may elect to have the meter act as the disconnect device. (See XIV.A.10)
 - 3) For synchronous and other type of generators with stand-alone capability.
- D. CONTROL, PROTECTION AND SAFETY REQUIREMENT SPECIFIC TO THREE PHASE SYNCHRONOUS GENERATORS, INDUCTION GENERATORS, AND INVERTER SYSTEMS.
1. Generators greater than 25 kW must be three phase machines connected to three phase circuits.
 - a. Three Phase Synchronous Generators. Generator circuit breakers shall be three phase devices with electronic or electromechanical control. The Generation Owner is solely responsible for properly synchronizing his generator with the City's system. For a synchronous generator, the excitation system response ratio shall not be less than 0.5 (five-tenth). The generator's excitation system(s) shall confirm, as near as reasonably achievable, to the field voltage vs. time criteria specified in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions.
 - b. Three Phase Induction Generators and Inverter Systems. Induction generation may be connected and brought up to synchronous speed (as an induction motor) if it can be demonstrated that the initial voltage drop measured on the City's side at the point of common coupling is within the visible flicker limits stated in Section XIV.B.2. Otherwise, the Generator Owner may be required to install hardware to other techniques to bring voltage fluctuations to acceptable levels. Line-commutated inverters do not require synchronizing equipment. Self-commutated inverters whether of the utility-interactive type or stand-alone type shall be used in parallel with the City system only with synchronizing equipment.

Control, Protection and Safety Equipment¹

Less than 1 MW Three Phase Connected to Primary System	
Generator Disconnect Device ²	X
Over-Voltage Trip	X
Under Voltage Trip	X
Over-Current Trip	X
Over/Under Frequency Trip	X
Ground Over-Voltage Trip ³	

OR

	X
Ground Over-Current Trip ³	
Synchronizing Check ⁴	

Manual or Automatic

Power Direction ⁵	X
Transfer Trip/Reclose Blocking ⁶	X

Notes:

- 1) Exporting to the City's system may require additional operating/protection devices and will require coordination of operations with the City.
- 2) For installations of 25kW or less, the Generation Owner may elect to have the meter act as the disconnect device. (See XIV.A.10)
- 3) Selection depends on grounding system, if required, by the City.
- 4) For synchronous and other types of generators with stand-alone capability.
- 5) To be determined on a site specific basis. The relay will operate if the power flow from the generator into the Grid exceeds a predetermined level. A time delay will have to be incorporated into this relay to prevent it from operating during synchronous swings.
- 6) May be required as part of any necessary transfer tripping/reclose blocking protection scheme.

E. REQUIREMENTS SPECIFIC TO GENERATORS PARALLELING FOR 0.1 SECOND OR LESS (CLOSED TRANSITION SWITCHING)

1. The table below shows the protective functions required by this requirement for generators less than 1 MW which parallel with the City's system for 0.1 second or less such as during source or load transfers.

Control, Protection and Safety Equipment

Generators Connected to Secondary or Primary System Voltage

For 0.1 Second or Less

(Closed Transition Switching)

Generator Size Up to 1 MW	
Over-Voltage Trip	X
Under Voltage Trip	X
Synchronizing Check ¹	

Manual or Automatic

Excessive Closed Time Trip ²	X
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Notes:

- 1) For synchronous and other types of generators with stand-alone capability.
- 2) Scheme will trip generator if closed transition parallel mode remains in effect longer than 0.1 second. Reverse power relay and current transformer may be required by the City.

F. INVERTER TYPE

DC Generation installations using inverters for interconnection with the City must use non-islanding type inverters as defined in IEEE 929, IEEE Recommended Practices for Utility Interface of Photovoltaic (PV) Systems (including Annex B, D, E, & G) and UL Subject 1741, May 1999, Standard for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems.

G. INSPECTION AND START-UP TESTING

The Generator Owner shall provide the City with reasonable prior notice at least 2 weeks before the initial energizing and start-up testing of the Generator Owner's generating equipment and the City, at its discretion, shall witness the testing of any equipment and protective systems associated with the interconnection. The Generator Owner shall revise and re-submit the application information for any proposed modification that may affect the safe and reliable operation of the City's system. The generator may be reconnected to the City system only after the modified application has been reviewed, testing has been confirmed and the City has given approval to reconnect.

H. SITE TESTING AND COMMISSIONING

Testing of protection systems shall include procedures to functionally test all protective elements of the installation up to and including tripping of the generator and interconnection point. Testing and testing intervals should be in accordance with manufacturers' and industry recommendations. Testing will verify all protective set points and relay/breaker trip timing. The City may witness the testing of installed switchgear, protection systems, and generator. The Generator Owner is responsible for all maintenance of the generator, control and protective equipment. The Generator Owner will maintain records of such maintenance activities which the City may review at reasonable times. For generation systems greater than 500 kW, a log of generator operations may be required in order to determine its output and run times for system planning purposes.

I. METERING

Metering requirements will be reviewed on each specific installation.

J. DEDICATED TRANSFORMER

A dedicated transformer will be required where the Generator Owner is served from the same transformer secondary as another City's Customer and inverter-based technology not meeting IEEE 929-1999 and IEEE 519-1992 specifications is used. In addition, a dedicated transformer or other current-limiting device is needed for any

type of generator installation where the increase in available short circuit current could adversely impact other City's Customers on the same secondary circuit.

L. SUGGESTED REFERENCES

The following references can supply technical support and insight into the safe, reliable interconnection of Distributed Generation with the City's systems. These references should be reviewed by those individuals or firms contemplating parallel operation of generation with the City.

- IEEE C37.95 (1989) - IEEE Guide for Protective Relaying of Utility-Consumer Interconnections
- IEEE Std 1001 (1988) - IEEE Guide for Interfacing Dispersed Storage and Generation Facilities with Electric Utility Systems
- IEEE Std 929 - IEEE Recommended Practices for Utility Interface of Photovoltaic (PV) Systems
- IEEE Std 1021 (1988) - IEEE Recommended Practices for Utility Interconnection of Small Wind Energy Conversion Systems
- IEEE Std 519 -1992 - IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NET METERING SERVICE

1. AVAILABILITY

This Net Metering Service (NMS) Rider is available to all Customers, including all Farm Customers, who own their renewable power generation resource(s) (Customer Generator). The primary intent of this installation is to offset part or all of the Customer's own electricity requirements. Capacity under the NMS Rider cannot be more than 25 kilowatts for Residential Customers, 100 kilowatts for Farm Customers or usage for farming activities and 500 kilowatts for all other non-Residential Customers. The primary source of fuel must be solar, wind, hydro, fuel cell, gas from anaerobic digestion of organic material or another approved source of renewable energy which must be located at the Customer's premises for which the Customer is using the NMS Rider. The NMS Rider is applicable to a Customer-Generator interconnected and operated in parallel with the City's transmission and/or distribution facilities. Application for the installation of a Customer Generator system in excess of the above specified limitations, but not to exceed 2 megawatts, may be considered at the City's sole discretion and shall be made under a special contract.

Any Customer who elects the NMS Rider must apply by filling out the Generation Interconnection Application at least 60 days in advance of the proposed activation date. Approval of the application by the City must be granted prior to activation of the electric generation facility.

If the total generating capacity of all Customer Generators using NMS served by the City exceeds five percent (5.0%) of the capacity necessary to meet the City's

aggregated Customers monthly peak demand for a particular calendar year, the City may elect not to provide the NMS to any additional Customer-Generators.

2. APPLICATION FOR THE NMS RIDER

Any Customer who elects the NMS Rider must apply by filling out the Generation Interconnection Application at least 60 days in advance of the proposed activation date. The Application must include the generator size, type, manufacturer and manufacturer specifications of all components of the electric generation facility. Approval of the application by the City must be granted prior to activation of the Customer Generator.

3. CONNECTION TO THE CITY'S SYSTEM

A. The Customer Generator cannot be connected to the City's system unless it meets all applicable safety and performance standards set forth by the following: The Technical Considerations Covering Parallel Operations of Customer Owned Generation dated January 1, 2007, National Electric Safety Code, Underwriters Laboratories, Institute of Electrical and Electronic Engineers, North America Electric Reliability Council ("NERC") and the City's Electric Service Handbook. Special Attention should be given to the National Electric Code Sections 690 and 705. The Customer must, at his expense, obtain any and all necessary permits, inspections, and approvals required by any local public authorities and any other governing regulations in effect at that time. All the interconnection with the City's System shall be either done by the City or has to be approved by the City.

B. The Customer Generator must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the City's primary power supply. The Customer must also cease parallel operation upon notification by the City of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the City's supply of service to other Customers, or with the operation or maintenance of the City's system. Customer Generator system and equipment that comply with the above listed codes and standards shall be deemed to have generally complied with these requirements.

1. If it is necessary for the City to extend or modify portions of its systems to accommodate the delivery of electricity from the Customer Generator, such extension or modification shall be performed by the City at the Customer's expense. For new Customers, such expense shall be determined by the difference between the total cost and the investment the City would make to install a normal service without the Customer Generator.

2.

4. **DELIVERED VOLTAGE**
The delivered voltage and delivery point of the Customer Generator shall be at the same delivered voltage and delivery point that would be supplied by the City if the Customer purchased all of its electricity from the City.
5. **CONTRACT TERM**
The contract term shall be the same as the Customer's applicable Rate Schedule or Service Classification.
6. **RATE**
The monthly billing shall be as stated in the Rate Schedule applicable to the Customer. Under the NMS Rider, only the per kWh charge component billed for electricity delivered by the Customer is affected. The Customer will pay for all kWh delivered by the City to the Customer. If the Customer has delivered electricity to the City system, the City will provide for Customers to be credited in kilowatt hours valued at an amount per kilowatt hour equal to the sum of Delivery Service charges and Supply Service charges for Residential Customers, and the sum of the volumetric energy (kWh) components of the Delivery Service charges and Supply Service charges for non-Residential Customers for any excess energy production of their generating facility that exceeds the Customer's on-site consumption of kWh in a billing period. Excess kWh credits shall be credited to subsequent billing periods to offset a Customer's consumption in those billing periods. At the end of the calendar year, a Customer may request a payment from the City for any excess kWh credit. The payment will be calculated by multiplying the excess kWh credits by the Supply Service rate applicable to the Customer. The Customer-generator retains ownership of Renewable Energy Credits (REC) associated with electric energy produced and consumed by the Customer-generator.
7. **METERING**
An electric meter service will be installed at the Customer's location to measure the energy consumed and the energy delivered to the City system. The City will furnish, install, maintain, and own all metering equipment. Cost will be determined under the Additional Costs and Responsibilities clause below.
8. **ADDITIONAL COSTS AND RESPONSIBILITIES**
The Customer will be required to pay for any additional transmission and distribution costs, the cost of metering, transformation, system protection, and any related safety/protective equipment in excess of what would normally be paid for by the City. Protective equipment will be installed by the Customer to provide safety for personnel, provide adequate protection for the City's electric utility system and to the Customer's property, and to prevent any interference with the City's supply of energy to the City's Customers. This equipment will be owned, installed, and maintained by the Customer at its own expense.

9. FAILURE TO COMPLY

The City may disconnect the Customer Service from the City's electric system if the Customer fails to comply with any of the provisions of the NMS Rider as prescribed in Section 23.3.C above, The City also retains the right to disconnect the Customer Generator if it interferes with the City's Service or is poses a safety risks to the City's electric system. The Customer shall also be responsible for all the penalties and costs caused by Customer's failure to comply with this Section.

10. RULES AND REGULATIONS

All the City's applicable Rules and Regulations shall apply to the Service rendered under this NMS Rider. All minimum billings, charges for kWh, kW, Purchased Power Cost Adjustment, General Cost Adjustment, Public Utility Tax, Renewal Energy Charge, etc. will be covered under the applicable Rate Schedule.

APPENDIX 1 – FEE SCHEDULE (Section 22)

Connection Charges¹

New Service/Account - Residential and Non-Residential..... \$50.00
Account Transfer (Administrative Fee)-Residential and Non-Residential..... \$50.00
(Reference Section 8.2 and 8.3) includes Temporary Service

Re-connection charges for non-payment²

During hours of operation for non- payment.....\$50.00
Outside hours of operation for non-payment..... \$100.00

Re-connection charges for other than non-payment²

During hours of operation (Sec 16.5)..... \$50.00
Outside hours of operation (Sec 16.6)..... \$100.00

Temporary Service Charges (Sec 3.7)

Flat charge for Standard Facilities (includes installation and removal)

1. Single phase underground or aerial service..... \$150.00
2. Single phase aerial service with two spans of wire.....\$350.00
3. Single phase aerial transformer, ground, and primary connection..... \$600.00
4. Three phase aerial transformer bank, ground, and connection..... \$1,500.00

Charges for other facilities will be based on a case by case basis. (Final determination by Finance Dept.)

Deposit Charges

Residential Renter

The greater of two-twelfths of the average annual estimated bill or minimum \$250.00
-or-

Property owner guarantees, in writing, 100% payment in the case of delinquency.....\$0
(Sec 4. 2. A)

Residential Property Owner³ \$0
(Sec 4. 2. B)

Commercial ⁴

The greater of two-twelfths of the average annual estimated bill or min..... \$500.00
(Sec 4.3)

Interest Rate on Deposits.....To be determined by Finance Dept.
Deposit Return Request Processing Fee.....20% of Deposit (not to exceed \$15.00)

-
- 1 Connection charges are NOT refundable.
 - 2 Business hours and hours of operation are listed in Section 1.9.
 - 3 A residential property owner may be required to pay an advance usage fee if his or her account becomes delinquent. See Section 4, 2-B.

4 Large Commercial Customers may provide for a surety bond in lieu of a deposit. (Sec 4.3)

Service Entrances and Drops

Residential Services Aerial Service Over 150 feet..... \$5.10 per foot
(Sec 8.2)

First 150 feet of Residential Underground Service up to 200 Amp Single Phase..... \$500.00
(Sec 8.4)

Underground Service in excess of 150 feet..... \$4.70 per foot

Commercial Service

Customer shall install and maintain underground service from serving transformer. (Sec 8.4)

Primary Line Extensions

Residential (single phase only)

The first 150 feet will be provided either underground or overhead at no charge to the customer.
The type of extension will be determined by the City and the existing facilities. (Sec 18.2.A)

Overhead Extensions in excess of 150 feet..... \$7.50 per foot
Reference: Section 8.3

Underground Extensions in excess of 150 feet..... \$7.40 per foot
(Sec 8.4)

Non-Residential (includes Commercial, Industrial and multi-unit Residential)

Customer shall pay all cost of materials and labor. (Sec 18.2.B)

Residential Subdivision (single phase)

Customer shall pay all cost of materials and labor. (Sec 18.2.C)

Meter Test Fees

Any Type Meter.....\$55.00

Meter Resealing Fee.....\$30.00

Analyzer Test Fee.....\$30.00

Meter Verification Fee.....\$70.00

(Sec 10.4)

Utility Tampering Fee.....\$500.00

(Sec 15.2)

Delaware Public Utility TaxApplicable Rate

(Sec 21)

With Manufactures Discount.....Applicable Rate

(Sec 21)

Green/ Renewable Energy Fund Rate.....Applicable Rate
(Sec 23)

Returned Check Fee..... \$50.00
(Sec 5.5)

Late Payment Charge.....1.5% per month on Balance Due
(Sec 5.2)

Facility Inaccessibility Fee.....\$50.00
(Sec 14.3) (Plus actual cost to City to mitigate inaccessibility)

Service Call Fee Metering.....\$65.00/Call
(Sec 9.1)

Service Call Fee Electric Crew.....\$150.00/Hour/Call
(Sec 9.1)

Budget Billing Fee (Sec 5.8)		
For Residential Customers		\$1.00/Month
For SGS and MGS Customers		\$5.00/Month
For all Others		\$10.00/Month

Electrical Impact Fees (Sec 4.5)
Residential Single Phase Service (120/240 Volt Service)
 (.012 X Service Size) = ESU X \$250.00 = IMPACT FEE

Commercial Three Phase Service (120/208 Volt Service)
 (.024 X Service Size) = ESU X \$250.00 = IMPACT FEE

Commercial Three Phase Service (277/480 Volt Service)
 (.055 X Service Size) = ESU X \$250.00 = IMPACT FEE

Industrial Three Phase Service (120/208 Volt Service)
 (.03 X Service Size) = ESU X \$250.00 = IMPACT FEE

Industrial Three Phase Service (277/480 Volt Service)
 (.069 X Service Size) = ESU X \$250.00 = IMPACT FEE

One ESU is equal to six (6) kW of residential on-peak demand.

APPENDIX 2 – WORKSHEETS

Connection/Reconnection Charge (during normal hours of operation. Sec 1.9)

New Service-Residential and Non-Residential Reconnection Charges

Administrative includes receipt and processing of application, entering new customer name into billing system and communication with field crew.....Administrative \$10.00

Field Crew includes verification of physical condition of service entrance, removal/replacement of meter or taking of initial meter reading, and communication with Administrative StaffField Crew \$20.00

Vehicle includes use of City vehicle for field crew to make sure customer is properly connectedVehicle \$20.00. Total = \$50.00

Reconnection Charges (outside of hours of operation. Sec 1.9)

New Service-Residential and Non-Residential Reconnection Charges

Administrative includes receipt and processing of application, entering new customer name into billing system, and communication with field crew.....Administrative \$30.00

Field Crew includes verification of physical condition of service entrance, removal/replacement of meter or taking of initial meter reading, and communication with the Administrative staffField Crew \$20.00

Overtime includes overtime pay for field crew and extra recordkeepingOvertime \$30.00

Vehicle includes use of City vehicle for field crew to make sure that the customer is properly connectedVehicle \$20.00 Total = \$100.00

Returned Check Fee (Sec 5.5)

Administrative includes receipt and processing of application, entering new customer name into billing system and communication with field crew.....Administrative \$10.00

Field Crew includes verification of physical condition of service entrance, removal/replacement of meter or taking of initial meter reading, and communication with Administrative StaffField Crew \$20.00

Vehicle includes use of City vehicle for field crew to make sure customer is properly connected.Vehicle \$20.00 Total = \$50.00

Service Entrance and Drops

For Residential Customers

Aerial Line Extensions over 150 feet

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Cost</u>
1	150 feet	I/O Triplex	\$0.77	\$115.50

2	1 each	Pole, Class 2, 40 ft.	\$391.00	\$391.00
3	1 each	Materials & Hardware	\$7.68	\$7.68
4	2 hrs.	Truck use, Labor	\$150.00	\$250.00
			Total = \$764.18	

The total amount of \$764.18 divided by 150 ft. = \$5.09 per foot.

For Rules and Regulations: use \$5.09 rounded to \$5.10 per foot beyond 150 feet. (Sec 8.2)

Underground Service over 150 feet

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Cost</u>
1	150 ft.	Underground Cable (4/0 URD)	\$1.58	\$237.00
2	1 each	Materials & Hardware	\$55.43	\$55.43
3	2 hrs.	Truck, Trencher, Labor	\$205.00	\$410.00
			Total = \$702.43	

The total amount of \$702.43 divided by 150 ft. = \$4.68 per ft.

For Rules and Regulations: use \$4.68 rounded to \$4.70 per foot beyond 150 feet. (Sec 8.4)

Primary Service Line Extension

Aerial line extension over 150 feet for Residential Customers

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Cost</u>
1	150 ft.	#2 ACSR	\$0.17	\$25.50
2	1 each	Pole, Class 2, 45 ft.	\$465.00	\$465.00
3	1 each	Materials & Hardware	\$179.00	\$179.00
4	3 hrs.	Truck use, Labor	\$150.00	\$450.00
			Total = \$1,119.50	

The total amount of \$1,119.50 divided by 150 ft. = \$7.46 per foot.

For Rules and Regulations: use \$7.46 rounded to \$7.50 per foot beyond 150 feet. (Sec 18.2 A)

For Non-Residential and Residential Sub-Divisions (Sec 18.2.B & 18.2.C)

Primary Service Line Extensions

Underground Service over 150 feet (Single Phase)

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Cost</u>
1	150 ft.	Underground Cable 1/0 Okinite	\$2.15	\$322.50
2	1	Materials & Hardware	\$374.47	\$374.47
3	2 hrs.	Truck, Trencher, Labor	\$205.00	\$410.00
			Total = \$1,106.97	

The total amount of \$1,106.97 divided by 150 feet = \$7.37 per ft.

Rules and Regulations: use \$7.37 rounded to \$7.40 per foot beyond 150 feet. (Sec 18.2 A)

For Non-Residential and Residential Sub-Divisions (Sec 18.2-B and 18.2-C)

Meter Test Fee

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Cost</u>
1	0.4	Supervisor's Total Billing	25.00	\$10.00
2	1	Meter Technician # 1	20.00	\$20.00
3	0.5	Truck Use/Hr.	20.00	\$10.00

4	1	Test Board Fee	15.00	\$15.00
				Total = \$55.00

Meter Resealing Fee

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Cost</u>
1	0.4	Supervisor's Total Billing	25.00	\$10.00
2	0.5	Meter Technician # 1	20.00	\$10.00
3	0.5	Truck use/Hr.	20.00	\$10.00
				Total = \$30.00

Meter Verification Fee

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Cost</u>
1	0.5	Administrative Fee	20.00	\$10.00
2	2.0	Meter Technician(s)	20.00	\$40.00
3	1.0	Truck use/Hr.	20.00	\$20.00
				Total = \$70.00

APPENDIX 3-APPLICATION FOR VOLUNTERY RENEWABLE/GREEN ENERGY (VGRE) SERVICE

City of Milford offers the Customer the choice of contributing to the development of renewable energy. The Customer can sign up by completing the following application. Each 100 kWh block of renewable energy will result in an additional monthly charge specified in the VGRE Service Classification. This selection will appear on your Electric bill as a separate item. The renewable energy charge is an additional fee to the Customer's regular monthly electric bill. Participation in this program is for a one-year period. The Customer's subscription will automatically renew on an annual basis, absent 30-day prior written notification of cancellation.

Contact Information

Customer's Name: _____
(As it appears on your electric bill)

Customer's Account Number: _____
(Found on your electric bill)

Service Address: _____
(Customer's street address)

IMPORTANT: Day-time telephone number where we can reach you with any questions regarding your application:

() _____ - _____

Enter the number of 100 kWh blocks of renewable energy desired, then multiply number of blocks by the rate per kWh specified in the VGRE Service Classification Rate to obtain the additional total monthly cost for the renewable energy subscription:

_____ Blocks X VGRE Rate, \$/Block = \$ _____

(This Cost will be an addition to the Customer's regular monthly electric bill.)

I have reviewed and understand the terms and conditions of City's Voluntary Renewable Energy Tariff. I hereby request service under the Voluntary Renewable Energy Subscription Tariff and agree to be bound by the terms and conditions of that tariff.

Signature of Customer

Date

Mail To Customer Service Center at:
City of Milford
119 S Walnut Street
Milford, DE 19963



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

**June 2015 City Manager's Supplemental Report
Re.: Status of Public Works Projects**

Council's approval of all action items listed in the Report in italics via all-inclusive consent motion is requested.

1. S.E. Water Storage Tank and Treatment Plant Project (Wickersham Subdivision):
 - a) Storage tank (CBI contract) and treatment plant (Kuhn contract) projects ongoing w/ City Engineer performing administration and inspections under current contract.
 - b) City contacted Verizon and they expressed consideration for antennae placement on top of the water tower. The City Engineer and Verizon will develop a change order scope to be included as a component in a long term lease proposal for the site. The City Engineer has submitted a change order for the additional design and coordination. *Council's approval of the expense in association with said effort in the amount of \$3,500.00 using USDA Project Funds or Water Fund Reserves if request ruled ineligible by USDA is requested.*
 - c) Installation contract (A.C. Schultes) for first water supply production well complete and testing of second aquifer ongoing with promising capacity results (+/-150gpm) but no results from the water quality testing. Design, administration and construction for second production well is on hold pending receipt of quality testing. Recommendation is to continue current approach via future City Council approved change orders for City Engineer and Kuhn Construction.
2. Seabury Ave. Water Supply Expansion:
 - a) Installation contract of Well 11R ongoing with A.C. Schultes as a sub-contractor under the City Engineer.
 - b) Equipment design and installation contract is time sensitive due to the current critical water supply conditions. Recommendation is to select a design build approach with a single change order to the City Engineer approved by Council allowing the quickest implementation.
3. DNREC Water Allocation Permitting:
 - a) City has been out of compliance of its DNREC Water Allocation Permit for several years.
 - b) DNREC, City Manager and City Engineer developed an approach to fill in data gaps. The team stands ready to make an interim submittal.
 - c) The final renewal and record keeping should be accomplished with City assistance due the size of the task. Current City staff does not have that expertise but could be trained by an appropriate team member. *In order to fund the effort a funding allocation for the City Engineer in the amount not to exceed \$10,000.00 should be approved by Council from Water Fund Reserves allowing continued progress.* The past implementation was pieced together from different City engineering line items.

4. Airport Road Pavement Rehabilitation:

- a) Exploratory road cross section borings have been completed and a preliminary design has been developed. Plans and specification are on hold until the end of the 2015 Legislative Session and the subsequent determination of availability of any Community Transportation Fund assistance.
- b) Phase 1 of the pavement rehabilitation would include the west bound lane between US-113 and Bowman Road utilizing any CTF funds and tying the project to a partially CTF funded Cemetery Expansion Project where the millings could be utilized. Supplemental funding would be pulled from Municipal Street Aid as required. *This project could be handled by a City Project Manager if approved by Council in conjunction with the City Engineer for a reduced fee of \$7,500.00 funded out of Street Fund Reserves. City Council authorization is requested.*
- c) Phase 2 of the pavement rehabilitation project would require further inspection of the east bound lane before developing a final design and implementation approach.

5. S.E. Area Utility Extensions (BayHealth Campus):

- a) The S.E. Sewer Extension concept plan is complete, a preliminary cost estimate has been prepared and a draft Public Works Agreement involving BayHealth, Wickersham and Fannin has been drafted based on the Kent County template. An initial meeting has been held with a forth interested party. The Agreement will be submitted to all parties for review once the potential forth party decides to join no later than June 15th. Once all comments are incorporated the Agreement will be presented to Council for review and approval. No City financial contribution is anticipated beyond the now complete Shawnee Acres Pump Station force main upsizing (Nichols Construction contract). In the Marshall Commons area of the work the routing had to be changed into the pavement due to an unforeseen utility conflict. *City Council's approval of the required a change order for pavement restoration to Nichols Construction in the amount of \$7,530.00 funded out of Sewer Fund Reserves is requested*
- b) The S.E. Water Extension concept plan has been started but finalization is waiting on campus concept plan development by the BayHealth design team. Once completed BayHealth and the City will develop an exclusive implementation Public Works Agreement for Council review and approval.
- c) The S.E. Electric and Fiber Extension concept plan has been started based on several design meetings with BayHealth. Once completed BayHealth and the City plan to develop an exclusive implementation Public Works Agreement for Council review and approval.
- d) The BayHealth Campus power back-up component allows for a jointly funded power generation or combined heat power project between BayHealth and the City. The next step is to arrange a planning meeting between the electrical City Engineer, the BayHealth power generation design team and DEMEC. Depending on the outcome of that planning meeting a unique three way agreement with DEMEC could be developed.
- e) The recommended implementation approach could be accomplished via a design by the City Engineers (Civil and Electrical) followed by separate construction bids for each aspect with construction administered by the City Project Manager if approved by Council and inspected by the respective City Engineers.

6. Washington Street Water Treatment Plant:

- a) The raw water distribution system on S. Washington Street has been completed. The treatment plant has been designed for the alternative location under the water tower previously approved by Council. This site was not included in the SRF application and required additional survey as well as environmental and archeological evaluations including coordination with the State Historic Preservation Office. The project is now permitted and ready for bidding pending the results of the final archeological report.

- b) The proposed plant is fed by wells 1, 2 & 3. The oldest one being Well 1 which has debris in the screen area limiting production. We are proposing to include the installation of a new 8 inch or 10"X 8" replacement production Well 1R in close proximity to the approximate screen depth as the existing Well 1 but with an increased pumping capacity of 350 gallons per minute (GPM). This is a 100 GPM increase over the existing well which should be achievable given in 1988 a specific capacity of 10.8 GPM per foot of drawdown was measured.
- c) Some but not all of the additional services were invoiced and paid however no official change in project scope was issued. City Engineer has submitted a scope change request for the coordination and third party consulting services. *Council's approval in association with the changed site conditions and addition of replacement well 1R in an amount not to exceed \$23,500.00 using SRF Water Project funds is requested.*
- d) Additional electrical design effort was also needed to accommodate the power back-up to the Customer Service Center, add a second generator for the Washington Street Sewer Pump Station, the temporary ty-in of Well 2 and the relocation of the fire siren. The City Engineer has submitted a change order for the additional electrical design. *Council's approval of the expense in association with said design effort in the amount of \$13,800.00 using SRF Water Project funds is requested.*
- e) The overall project is still within budget since the building component i.e. customer service center has been removed from the scope.

7. 2015 Sewer System Upgrades and Rehabilitation Project:

- a) Bond Counsel and City Administration started on the implementation of the borrowing ordinances and the associated referendum. Anticipated completion of the administrative process for approval of all tasks is September 1st, 2015. Support documentation in this process will be provided by the City Planner.
- b) Once authorized by the voters; design of the project will be accomplished by the City Engineer for all aspects but the SCADA system. We will attempt to accomplish this task with in house staff.
- c) The separate construction bids for each aspect i.e. pump station upgraders and I&I removal will be administered by the City Project Manager if approved by Council and inspected by the City Engineer.

8. N.W. Milford Water & Sewer Expansion:

- a) The N.W Milford Water and Sewer Study was completed by the City Engineer in the spring of 2015. The Hickory Glenn developer is currently reviewing the expansion options as per the study.
- b) The Amberwood Subdivision has been sold and the new owner is seeking a commercial rezoning which the City Planner is currently ushering through the State PLUS process.
- c) Once both entities conclude their respective steps a preliminary cost estimate based on the final selected option must be prepared and a Public Works Agreement drafted potentially involving Baltimore Air Coil again based on the Kent County template. It will be submitted to all parties for review to determine if BAC decides to join any aspect or not. Once all comments are incorporated the Agreement will be presented to Council for review and approval.

9. Truitt Avenue Paving Project:

- a) The project was created by Council by switching exchanging funding between a legislative CTF parking lot project and a City road project. CTF monies in the amount of \$75,987.00 are now in place a pavement and sidewalk upgrades on Truitt Avenue.
- b) Phase 1 of the rehabilitation would include at a minimum the Handicap ramps on all corners as well as the worst deteriorated curb and sidewalk sections
- c) Phase 2 of the project would cover the pavement rehabilitation with taper milling and utility adjustments.

- d) This project could be handled by a City Project Manager if approved by Council in conjunction with the City Engineer for a reduced fee of \$3,500.00 funded out of Street Fund Reserves.
- e) The funding is insufficient for a full rehabilitation. Therefore the bid documents will have to reflect an add on approach by city block in order to fit it in the available funding with the contract scope awarded by City Council on a case by case basis.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF MILFORD, a Municipal Corporation of the State of Delaware, (hereinafter referred to as the "CITY") and DENNIS DUERR, (hereinafter referred to as "EMPLOYEE").

WHEREAS, the CITY desires to employ Dennis Duerr, to serve as the Project Manager, for the CITY, effective June 8, 2015; and

WHEREAS, EMPLOYEE desires to accept employment as Project Manager of said CITY.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

The CITY hereby agrees to employ said Dennis Duerr, as Project Manager of said CITY, to manage, as needed, upcoming time sensitive projects and perform legally permissible and proper duties and functions, as assigned by the City Manager.

SECTION 2. TERM

EMPLOYEE shall serve as Project Manager for a term of three (3) years. This term may be renewed for successive periods of up to (3) years if approved by a vote of the City Council.

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign with proper notice, from his position with the CITY.

SECTION 3. SALARY AND PENSION

The CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto, on an annual base salary of \$80,000. EMPLOYEE, as of July 1, 2016 shall receive an annual cost-of-living increase in the same percentage granted to general City employees.

CITY agrees to make all required payments, for EMPLOYEE, for pension benefits in the same manner and percentage amounts, that it makes payments, for all other employees of the CITY.

- A. In addition, the CITY will contribute to EMPLOYEE's 457 account in accordance with the terms of that Plan.

SECTION 4. VACATION, SICK LEAVE AND BENEFITS

EMPLOYEE shall accrue and have credited to his personal account, holidays and sick leave, at the same rate, as other general employees of the CITY. EMPLOYEE shall earn vacation leave, at the same rate, as other general employees of the CITY and may accumulate vacation leave to a maximum of 240 hours. EMPLOYEE shall be eligible for all benefits (i.e. health, life, long term disability, etc.), currently offered by the CITY.

SECTION 5. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the City Charter and Code and regulations and rules of the CITY, as they exist or may be amended, relating to working conditions and other items not addressed in this Agreement, shall also apply to EMPLOYEE, as they would any other employee of the CITY.

SECTION 6. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written oral agreements between the parties respecting to this subject matter.

IN WITNESS THEREOF:

Each of the parties hereto has caused this Agreement to be executed this _____ day of _____, 2015.

Signed, Sealed and delivered in the presence of:

DENNIS W. DUERR

Witness

(SEAL)

CITY OF MILFORD

Attest/City Clerk

By: Mayor Bryan Shupe
(SEAL)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered by and between City of Milford, DE ("Lessor") of 201 South Walnut Street, Milford, Delaware 19963 and Telamon Corporation, a nonprofit organization.

TELAMON CORPORATION AS PERMANENT GRANTEE: Lessor and Telamon Corporation acknowledge that Telamon Corporation is operating a Head Start/Early Head Start program in the local community as a grantee. Telamon Corporation will operate the local Head Start/Early Head Start program until a permanent local grantee is chosen by the federal Head Start Bureau. This Agreement is intended to allow Telamon Corporation to lease property necessary for operation of the local Head Start program, with the understanding that the Agreement will end when Telamon Corporation is no longer funded as the grantee for the local Head Start program.

TERMS OF AGREEMENT

1. PROPERTY: Lessor hereby leases to Telamon Corporation the following property: Use of its grounds on the property located at 518 N. Church Street, Milford, Delaware to sustain the structure owed by Tenant.
2. TERM OF AGREEMENT: This Agreement shall begin on June 15, 2008 and end on June 15, 2013, unless extended or sooner terminated as set forth in this Agreement.
3. RENT: Telamon Corporation agrees to pay, and Lessor agrees to accept, as rent for the leased property, the sum of \$1.00 (One Dollar) per year beginning June 15, 2008. No monthly invoice shall be necessary.
4. COST AND UTILITIES:
 - a. Paid by Telamon Corporation: In addition to the annual rent set out in Paragraph 3, Telamon Corporation shall be responsible for direct payment of the following costs:

Tenant provides preschool equipment at this location along with supporting the salary of the custodial staff person dedicated to cleaning the Head Start portable unit. Tenant shall provide heat, water, electricity, sewer, telephone, snow removal and yard maintenance services.
5. PAYMENTS: All payments of rent (\$1.00 per year) shall be made to the Lessor at the following address, or such other address as the Lessor may designate in writing:

City of Milford
201 South Walnut Street
Milford, Delaware 19963

6. DEPOSIT: NO DEPOSIT REQUIRED
7. USE OR PROPERTY: Telamon Corporation shall use and occupy the property only for the purpose of providing Head Start services, and directly related activities, and for no other purposes.
8. ALTERATIONS, ADDITIONS and IMPROVEMENTS: Telamon Corporation shall not make any alterations, additions or improvements to the leased property, without the prior written consent of Lessor. All such alterations, additions or improvements to the leased property shall become a part of the leased property, and shall become the property of Lessor upon termination of this Agreement.
9. DAMAGE OR DEFECT: Telamon Corporation agrees to notify Lessor in writing immediately upon discovery of any in the leased property or needed repair to the leased property. Lessor and Lessee may negotiate payment of the repair depending on the cause and severity of the damage.
10. REPAIR OF TC DAMAGE: Telamon Corporation shall, at its own expense, replace or repair any damage caused to the property by the negligence of Telamon Corporation, its agents and employees, within thirty (30) days of the date upon which the damage occurs. All such repair and/or replacement shall return the property to as good a condition and quality as it was in before the damage, exclusive only of ordinary wear and tear.
11. RIGHT OR ENTRY: In the event that emergency repairs to the leased property are required, Lessor may enter the property immediately, and without notice to Telamon Corporation. In all other circumstances, Lessor may enter the leased property for inspection, repair, alterations or improvement of the property, but will provide Telamon Corporation with 24 hours notice of its intention to enter the leased property, and will not interfere with Telamon Corporation business operations during entry of the property.
12. INSURANCE: Telamon Corporation shall maintain property/casualty and general liability insurance on the leased property during the term of this Agreement, in amounts of at least \$1,000,000 per occurrence and \$3,000,000 aggregate coverage. Lessor shall maintain property/casualty insurance on the leased property in an amount sufficient to cover the replacement cost of the property. Lessor shall also maintain general liability insurance on any common areas shared by Telamon Corporation with the Lessor and/or other tenants, in amounts of at least \$1,000,000 per occurrence and \$3,000,000 aggregate coverage. Upon written request, each party shall provide proof of required insurance to the other.

13. ABANDONMENT: If Telamon Corporation moves from the property prior to termination of this Agreement, Lessor shall have the right to enter the property without relieving Telamon Corporation of its obligations under this Agreement.

14. DEFAULT:

a. By Telamon Corporation: In the event that Telamon Corporation defaults in the performance of any obligation under this Agreement, including abandonment of the property, Lessor shall provide Telamon Corporation with written notice of the default. If the default in performance by Telamon Corporation is not cured within thirty (30) days after receipt of notice of default from Lessor, Telamon Corporation shall vacate the property and return it to Lessor within the same thirty (30) day period. Lessor shall retain the right to compensation for all amounts due and owed by Telamon Corporation to Lessor under this Agreement if Lessor re-takes possession of the leased property due to non-performance of this Agreement by Telamon Corporation.

b. By Landlord: In the event that Landlord defaults in the performance of any obligation under this Agreement, Telamon Corporation shall provide Landlord with written notice of the default. In the event that the default is not cured within thirty (30) days, this Agreement shall terminate, and Telamon Corporation may vacate the leased property and shall have no further obligation.

15. NO WAIVER: In the event that either party fails to enforce any obligation of the other party under this Agreement when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.

16. NOTICE: Notice under this Agreement shall be given in writing, U.S. Mail, postage pre-paid and addressed as noted below, and shall be effective three (3) days after the date upon which notice is given:

If to Lessor:

City of Milford, DE
201 South Walnut Street
Milford, Delaware 19963
Contact: David Baird, City Manager
Phone: (302) 422-6616

If to Telamon Corporation:

Telamon Corporation Delaware Head Start Programs
26351 Patriots Way
Georgetown, Delaware 19947
Contact: Doris Rizek, State Head Start Director
Phone: (302) 934-1642 Ext. 23

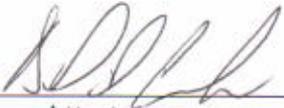
With Copy to:

Telamon Corporation
3937 Western Blvd.
Raleigh, North Carolina 27636

17. MONTH TO MONTH EXTENSION: Provided that Telamon Corporation is in compliance with all terms of this Agreement, Telamon Corporation may extend the term of this Agreement on a month-to-month basis, for up to twelve (12) additional months. Notice of extension shall be given by Telamon Corporation to Lessor at least fifteen (15) days prior to the end of this Agreement. Month-to-month extensions shall then occur without further notice until this Agreement is terminated by Telamon Corporation upon thirty (30) days written notice to Lessor. The annual rental fee and all other charges during extension shall remain as set forth in this Agreement.
18. EARLY TERMINATION: In the event that Telamon Corporation is replaced as interim grantee for operation of the local Head Start/ Early Head Start program by a permanent local grantee, Telamon Corporation may terminate this Agreement prior to the end of its stated term upon thirty (30) days written notice to the Landlord.
19. NO ASSIGNMENT OR SUBLEASE: Neither Lessor nor Telamon Corporation may assign or sublease under this Agreement, in whole or in part, without the prior written consent of the other party.
20. ENTIRE AGREEMENT: This Agreement reflects the entire agreement between Landlord and Telamon Corporation with respect to the leased property.
21. ATTORNEY FEES: In the event of any action to enforce this Agreement, the prevailing party in such action shall be responsible to the other party for all attorneys' fees and other costs reasonably incurred in connection with enforcement of the Agreement.

THE PARTIES hereby enter into this Agreement, each through its fully authorized signatory.

TELAMON CORPORATION
TELAMON CORPORATION in DELAWARE
HEAD START PROGRAMS

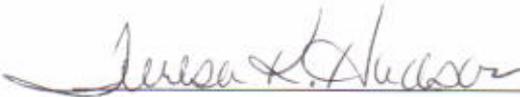


Attest


By: _____ (SEAL)

DAVID A CROOKE, DIR OF FINANCE
Printed Name/Title

Richard Joanis/Executive Director
Printed Name/Title



Attest

CITY OF MILFORD


By: _____ (SEAL)

Teresa K. Hudson, City Clerk
Printed Name/Title

DANIEL MARABELLO, MAYOR
Printed Name/Title

STATE OF DELAWARE

LEASE CONTRACT

CITY OF MILFORD

THIS LEASE CONTRACT ("Lease"), made this 2nd day of June, 2015, between City of Milford, 201 South Walnut Street, Milford Delaware 19963 hereinafter called the Lessor, and **TELAMON CORPORATION**, hereinafter called the Tenant.

WITNESSETH:

Lessor does hereby lease and rent to Tenant and does take as Tenant under the Lease the land, located at 518 N. Church Street in the city of Milford, Kent County, of the State of Delaware to be used by Tenant during the term only of 60 months (5 Years) beginning June 15, 2015, inclusive.

In consideration whereof, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. **PREMISES.** Lessor hereby leases to Telamon Cporporation the following property: Use of grounds on property located at 518 N. Church Street in the city of Milford, Delaware to sustain structure owned by Tenant.

2. **TERM.** The Commencement Date of this Lease shall be June 15, 2015. This Lease is for 60 months. The Lease shall terminate on June 15, 2020.

3. **RENT.** Tenant agrees to pay the Lessor as rent for the leased property the sum of \$1.00 per year. No monthly invoice shall be necessary. All payments shall be made to the Lessor at the following address:

**City Of Milford
201 South Walnut Street
Milford, Delaware 19963**

4. **USE.** Tenant may use the Premises for Head Start Center, but for none other without Lessor's prior written consent. In no event shall Tenant make any use of the Premises which: (i) violates any lawful governmental laws, rules or regulations, (ii) violates any restrictive covenants applicable to the Premises, (iii) is or might constitute a nuisance, or (iv) increases the fire insurance premiums (or makes such insurance unavailable to Lessor) on the building containing the Premises. Also, Tenant shall not permit its agents, employees, or invitees to place excessive loads on the parking lots and drives.

5. **DAMAGES.** In the event the leased premises are rendered untenable by fire, rain, wind, or other cause beyond the control of the Tenant or are condemned and ordered torn down by the properly constituted authorities of the state, county, or city, then, in either of these events, the Lease shall cease and terminate as of the date of notice of condemnation or of such destruction.

6. **LIABILITY.** Lessor shall not be held liable for any injury or damage whatsoever which may arise by reason of the use, occupancy and enjoyment of the leased premises by Tenant of any agent thereof; damage being hereby expressly waived by Tenant.

7. **INSPECTION.** Lessor, in person or by agent, shall have the right at all reasonable times to enter the leased premises and inspect the same and to show the same to prospective tenants or purchasers. Lessor may make such repairs and alterations as may be deemed by Lessor necessary to the preservation of the leased premises or buildings. Tenant is not required to make any alterations or improvements to the leased premises unless so agreed in writing in this Lease.

8. **TENANT'S ACCEPTANCE AND MAINTENANCE OF PREMISES.**

A. **TENANT MAINTENANCE.** Tenant shall maintain (and so deliver at the end of the Lease) each and every part of the Premises in good repair and condition, and shall make, at Tenant's sole cost and expense, such replacements, restorations, renewals or repairs, in quality equivalent or better than the original work replaced, as may be required to so maintain the same, ordinary wear and tear only excepted.

B. **TENANT FIXTURES.** Tenant shall be permitted to install trade fixtures on the Premises. In addition, Tenant shall be permitted to remove said trade fixtures from the Premises upon the termination of this Lease; provided that if Tenant does so remove such trade fixtures, Tenant shall return the Premises to the same condition as existed at the time of original entry, ordinary wear and tear excepted. If Tenant does not remove the trade fixtures at termination, Lessor may declare such fixtures abandoned and Lessor the owner thereof.

9. **TERMINATION.** If, during the time of this Lease Tenant's source of funding for its intended use is terminated, Tenant may terminate this Lease on thirty (30) days written notice to Lessor. In the event that Telamon Corporation is replaced as grantee for operation of the local Head Start Early Head Start program by another grantee, Telamon Corporation may terminate this agreement prior to the end of its stated term upon thirty(30) days written notice to landlord

10. **CONDITION OF PREMISES.** The Tenant shall maintain (and deliver at the end of the Lease) the premises in the same condition as at the beginning of the Lease, normal wear and tear expected.

11. **UTILITIES.** Tenant agrees to be responsible for all utilities – gas, water, lights, etc.

12. **MAINTENANCE.** Lessor agrees to maintain the building, including heating system, electrical and plumbing, and plumbing fixtures, for the duration of the Lease.

13. **QUIET ENJOYMENT.** If Tenant promptly and punctually complies with all of its obligations hereunder, it shall peacefully have and enjoy the possession of the Premises during the term hereof, providing that no action of Lessor in work in other space in the building containing the Premises, or in repairing or restoring the Premises, shall be deemed a breach of this covenant, or give Tenant any right to modify this Lease. However, Lessor shall not be liable to Tenant for injury or damage resulting from acts or omission of persons occupying property adjacent to the Premises or any part of the building in which the Premises are a part, or for injury or damage resulting to, Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

14. **TENANT'S PROPERTY AND INSURANCE THEREON.** Tenant shall maintain and care for any building improvements and personal property in the Premises and shall also carry, at Tenant's expense, hazard insurance with extended coverage, insuring against loss or damage to the improvements and Tenant's furnishings, fixtures, inventory, equipment, buildings and other property situated or placed upon, in or about the Premises, in such companies and amounts as Lessor shall require. Lessor shall maintain a fire and general casualty loss insurance policy on the premises.

15. **SALE OF PREMISES.** Should Lessor sell, convey or otherwise transfer its interest in the Premises, the provisions of this Lease shall remain the same, but the former Lessor shall have no further liability hereunder. Tenant shall thereafter look solely to the new owner for any subsequent performance due hereunder by the Lessor hereof. Tenant by execution hereof attorns to all such subsequent owners and no further documents shall be required to effectuate such attornment.

16. **HOLDING OVER.** This Lease shall automatically terminate on the last day of the term set forth above (including any properly exercised extension period(s) set forth above) without the requirement of notice from either party. Provided however, if Tenant shall continue to occupy the Premises after the last day of the Lease term with the approval of as herein set forth, except that either party may terminate such month to month tenancy upon 30 days written notice to the other party.

17. **MISCELLANEOUS.** The Premises are leased subject to all easements, restrictions, and rights of way legally affecting the same.

This Lease shall not be recorded but, at the request of either party and at such party's expense, a memorandum hereof, containing such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the term, the property involved, and whether options to renew or purchase exist, shall be prepared and recorded in the county where the Premises exist.

The invalidity of any portion of this Lease shall not have any effect on the balance hereof. This Lease shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties and all changes in this Lease shall be in writing signed by the party affected

by such change. The singular shall include the plural, and the masculine or neuter includes the other.

IN WITNESS WHEREOF, the parties have hereunto set their signature and seal, the day and year first written above.

TENANT: TELAMON CORPORATION

By: _____

Executive Director

Date: _____

CITY OF MILFORD

Date: _____



DELAWARE LEAGUE OF LOCAL GOVERNMENTS

P.O. BOX 484, DOVER, DE 19903-0484
Phone: 302-678-0991 Fax: 302-678-4777 Email: cfluft@udel.edu

President Samuel R. Cooper Executive Director Carl F. Luft

Municipal Dues Structure FY 2016

<u>Population</u>	<u>Annual Dues</u>
50,000+	\$10,000
20,000 to 49,999	6,000
10,000 to 19,999	5,000
5,000 to 9,999	4,000
2,000 to 4,999	1,500
1,000 to 1,999	800
500 to 999	700
under 500	500

Population Source: Municipal Street Aid Fund FY 2015

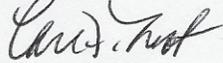
Invoice for Fiscal Year 2016 Delaware League of Local Government Membership Dues

Dear DLLG Members:

I would like to personally extend my appreciation for your past participation in the Delaware League of Local Governments. As you know, your continued membership is vital to the strength and endurance of Delaware's localities, and the success of the organization. Your locality is listed below next to the amount due for membership for Fiscal Year 2016. Some municipalities have had dues adjustments because of population changes. I have contacted each city or town affected by this. The due date for the payment of membership renewal fees is July 1, 2015. The League thanks you in advance for your membership and support. If there are any questions you have concerning the renewal of your membership, please feel free to contact me:

DLLG
P.O. Box 484
Dover, DE 19903-0484
Telephone: (302) 678-0991

Sincerely,



Carl F. Luft
Executive Director

Locality	Amount Due	Locality	Amount Due	Locality	Amount Due
Wilmington	\$10,000.00	Delaware City	\$800.00	Leipsic	\$500.00
Dover	\$6,000.00	Newport	\$800.00	Ardencroft	\$500.00
Newark	\$6,000.00	Bellefonte	\$800.00	Ardentown	\$500.00
Middletown	\$5,000.00	Fenwick Island	\$800.00	Bowers Beach	\$500.00
Smyrna	\$5,000.00	Wyoming	\$800.00	Bethel	\$500.00
Elsmere	\$4,000.00	Delmar	\$800.00	Henlopen Acres	\$500.00
Milford	\$4,000.00	Ocean View	\$800.00	Viola	\$500.00
Seaford	\$4,000.00	Blades	\$800.00	Farmington	\$500.00
New Castle	\$4,000.00	South Bethany	\$800.00	Hartly	\$500.00
Rehoboth	\$4,000.00	Felton	\$800.00	Ellendale	\$500.00
Georgetown	\$4,000.00	Cheswold	\$800.00	Village of Arden	\$500.00
Laurel	\$1,500.00	Frankford	\$700.00	DLLG 2016 Membership Dues Locality Name: _____ Amount Paid: _____ Date: _____ Check Number: _____ Contact Person: _____ Send to: Delaware League of Local Governments P.O. Box 484 Dover, DE 19903-0484	
Bethany Beach	\$1,500.00	Millville	\$700.00		
Harrington	\$1,500.00	Slaughter Beach	\$700.00		
Lewes	\$1,500.00	Frederica	\$700.00		
Camden	\$1,500.00	Dagsboro	\$700.00		
Millsboro	\$1,500.00	Greenwood	\$700.00		
Milton	\$1,500.00	Odessa	\$500.00		
Selbyville	\$1,500.00	Houston	\$500.00		
Bridgeville	\$1,500.00	Magnolia	\$500.00		
Clayton	\$1,500.00	Woodside	\$500.00		
Townsend	\$1,500.00	Kenton	\$500.00		
Dewey Beach	\$800.00	Little Creek	\$500.00		



Sussex County Association of Towns

P.O. Box 589 Georgetown, DE 19947

- Town of Bethany Beach*
- Town of Bethel*
- Town of Blades*
- Town of Bridgeville*
- Town of Dagsboro*
- Town of Delmar*
- Town of Dewey Beach*
- Town of Ellendale*
- Town of Fenwick Island*
- Town of Frankford*
- Town of Georgetown*
- Town of Greenwood*
- Town of Henlopen Acres*
- Town of Laurel*
- City of Lewes*
- City of Milford*
- Town of Millsboro*
- Town of Millville*
- Town of Milton*
- Town of Ocean View*
- City of Rehoboth Beach*
- City of Seaford*
- Town of Selbyville*
- Town of Slaughter Beach*
- Town of South Bethany*
- Sussex County Council*

INVOICE

MEMBERSHIP DUES - 2015

SUSSEX COUNTY ASSOCIATION OF TOWNS

City of Milford
 P. O. Box 159
 Milford, DE 19963

Membership dues and lobbyist fees are now due, as follows:

City of Milford: \$250.00

Please make your check payable to SCAT and mail to:

Robin Griffith
 P. O. Box 589
 Georgetown, DE 19947

Your membership is vital to the organization and we would like to thank you for your past participation.

Req: 2023840
 PO: 23071
 Acct: 1011110411 6x13
 Rcvd: 5/29

PUBLIC NOTICE
PLANNING COMMISSION & CITY COUNCIL PUBLIC HEARINGS
City of Milford Zoning Chapter Amendment
Ordinance 2015-03

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on an amendment to the City of Milford Zoning Code on Tuesday, May 12, 2015 at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Monday, June 22, 2015 at 7:00 p.m. before Milford City Council. Following the hearing, Ordinance 2015-03 may be adopted, with or without amendments.

WHEREAS, the City is required as part of its mitigation action plan to establish riparian buffer standards and building setbacks along waterways; and

WHEREAS, the City of Milford deems it necessary to establish and regulate riparian buffers and wetland setbacks within the City in order to protect and preserve the natural open space of the City's water bodies, lakes, ponds, and river for the enjoyment of all residents and visitors alike.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford by Amending Chapter 230 entitled Zoning.

Section 2.

Article VIII-Miscellaneous Provisions, 230-45.2 Wetland Area is hereby amended by adding the following:

§ 230-45.2 Wetland Areas.

- A. A wetlands investigation shall be performed by a qualified wetlands specialist at the expense of the applicant in preparation for any activity on real property, which requires conditional use, site plan or subdivision plan approval by the Planning Commission and/or City Council as set forth in this chapter and Chapter 200 Subdivision of Land.
- B. The limits of all wetlands determined to be present on the subject property shall be flagged by the wetlands specialist and identified on the subject property by customary survey markers and shall be delineated on the plan. Wetlands areas shall be tabulated on the plan in acres.
- C. No portions of wetlands areas shall be subdivided, filled, developed, or cleared of vegetation unless granted permission to fill and/or eliminate the wetlands area under state and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers; they shall remain as essentially undisturbed natural areas.
- D. No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetlands area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet.

Section 3.

Article VIII-Miscellaneous Provisions, 230-45.3 Water Bodies, Streams and Other Watercourses; Riparian Buffers is hereby amended by adding the following:

§ 230-45.3 Water Bodies, Streams and Other Watercourses; Riparian Buffers.

- A. Lakes, ponds, rivers, and streams shall be left as permanent open space. No filling, piping or diverting of water bodies, lakes, ponds, or streams shall be permitted except for required roads, to be approved by the U.S. Army Corps of Engineers, DelDOT, and/or DNREC as appropriate.
- B. No buildings, structures, or paved surfaces, except stairs and ramps, fences, open decks, patios or docks shall be permitted to be constructed under naturally occurring riparian buffer conditions nearer than:
- (1) Twenty-five feet to the shoreline, as defined by the mean high-water line, of any tidal water body, tidal stream, or tidal marsh; or
 - (2) Fifty feet to the shoreline, as defined by the mean high-water line of any non-tidal freshwater water body, lake, pond, or blue-line stream as depicted on the most recent revision of the United States Geological Survey Topographic Quadrangle Maps.
- C. No buildings, structures, or paved surfaces, except stairs and ramps, fences, open decks, patios or docks with a combined area of 200 square feet or less, shall be permitted to be constructed under redevelopment conditions in previously disturbed or removed riparian buffers nearer than:
- (1) Ten feet to the shoreline, as defined by the mean high-water line, of any tidal water body, tidal stream, or tidal marsh; or
 - (2) Ten feet to the shoreline, as defined by the mean high-water line of any non-tidal freshwater water body, lake, pond, or blue-line stream as depicted on the most recent revision of the United States Geological Survey Topographic Quadrangle Maps.
- D. For projects located within a promulgated total maximum daily load basin, the preservation or reestablishment of riparian buffers facilitating the reduction of nutrients and other pollutants to the level necessary to ensure compliance with promulgated load reductions shall be required. The clearing or removal of natural vegetation within this setback area shall be prohibited. Existing riparian buffers shall either be preserved or planted to the limits as provided above under paragraphs B. or C. respectively.

Section 4. Dates.

Planning Commission Review and Public Hearing: May 12, 2015

City Council Introduction: June 8, 2015

City Council Public Hearing: June 22, 2015

Adoption: June 22, 2015

Effective: July 2, 2015

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

Ordinance 2015-03 is scheduled for adoption, with or without amendments, at the scheduled City Council Meeting on Monday, June 22, 2015. Additional information may be obtained by contacting the City Clerk's Office at Milford City Hall at 302-424-3712 or by accessing the city website at www.cityofmilford.com.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN the following ordinance is under review by the Milford Planning Commission and Milford City Council as indicated below:

Ordinance 2015-08 Edwin M. Mow for a Change of Zone

AN ORDINANCE OF THE CITY OF MILFORD, DELAWARE to amend the zoning map of the City of Milford by rezoning 0.59 +/- acres of real property from R1 (Single Family Residential) to OB1 (Office Building) at 505 Lakeview Avenue, Milford, Delaware. Present Use: Doctor's Office. Proposed Use: Same. Tax Map and Parcel: 1-30-3.07-120.00

WHEREAS, the City of Milford Planning Commission will consider the change of zone application at a Public Hearing on June 16, 2015; and

WHEREAS, Milford City Council will hold a Public Hearing on June 22, 2015 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to allow a change of zone as herein described.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

Section 1. Upon the adoption of this ordinance, tax map and parcel 1-30-3.07-120.00, owned by Edwin M. Mow located at 505 Lakeview Avenue, is hereby zoned OB1.

Section 2. An amendment to the Future Land Use Map of the Comprehensive Plan indicating the property as employment zoned future land use will be adopted prior to the property record card being amended to indicate the OB1 zoning.

Section 3. Dates.

Planning Commission Review & Public Hearing: June 16, 2015

City Council Introduction: June 8, 2015

City Council Public Hearing: June 22, 2015

Adoption: June 22, 2015

Effective: July 2, 2015

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

Additional information may be obtained by contacting the Planning Department at Milford City Hall at 302-424-3712 or by accessing the city website at www.cityofmilford.com.

Published: Beacon, 060315

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN the following ordinance is under review by the Milford Planning Commission and Milford City Council as indicated below:

Ordinance 2015-09

Masten Medical LLC for a Change of Zone

AN ORDINANCE OF THE CITY OF MILFORD, DELAWARE to amend the zoning map of the City of Milford by rezoning 1.09 +/- acres of real property from R1 (Single Family Residential) to OB1 (Office Building) at 509 Lakeview Avenue, Milford, Delaware. Present Use: Doctor's Office. Proposed Use: Same. Tax Map and Parcel: 1-30-3.07-122.00

WHEREAS, the City of Milford Planning Commission will consider the change of zone application at a Public Hearing on June 16, 2015; and

WHEREAS, Milford City Council will hold a Public Hearing on June 22, 2015 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to allow a change of zone as herein described.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

Section 1. Upon the adoption of this ordinance, tax map and parcel 1-30-3.07-122.00, owned by Masten Medical LLC located at 509 Lakeview Avenue, is hereby zoned OB1.

Section 2. An amendment to the Future Land Use Map of the Comprehensive Plan indicating the property as employment zoned future land use will be adopted prior to the property record card being amended to indicate the OB1 zoning.

Section 3. Dates.

Planning Commission Review & Public Hearing: June 16, 2015

City Council Introduction: June 8, 2015

City Council Public Hearing: June 22, 2015

Adoption: June 22, 2015

Effective: July 2, 2015

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

Additional information may be obtained by contacting the Planning Department at Milford City Hall at 302-424-3712 or by accessing the city website at www.cityofmilford.com.

Published: Beacon, 060315

CITY OF MILFORD
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on an amendment to the City of Milford 2008 Comprehensive Plan on Tuesday, June 16, 2015 at 7:00 pm or as soon thereafter as possible.

A FINAL PUBLIC HEARING is schedule on Monday, June 22, 2015 at 7:00 pm or as soon thereafter as possible before Milford City Council. Following the hearing, Ordinance 2015-11 may be adopted, with or without amendments.

Ordinance 2015-11
AMENDING AND ADOPTING BY ORDINANCE
THE 2008 CITY OF MILFORD COMPREHENSIVE PLAN

WHEREAS, pursuant to Title 22-Municipalities, Chapter 7-Planning Commission, Section 7-Establishment; Membership, of the Delaware Code, the City of Milford established a Planning Commission, and

WHEREAS, pursuant to Title 22-Municipalities, Chapter 7-Planning Commission, Section 702-Comprehensive Development Plan, of the Delaware Code, the City of Milford adopted Ordinance 2011-15, a Comprehensive Plan update, on July 11, 2011 to include the addition and implementation of the Southeast Master Plan, and

WHEREAS, the City of Milford adopted Ordinance 2015-06, a Comprehensive Plan Amendment, on July 27, 2015, to amend the Southeast Master Plan, and

WHEREAS, the Comprehensive Plan requires an amendment to the Future Land Use Map (map 14) in order to bring parcels into compliance with the Code of the City of Milford, Chapter 230: Zoning; and

WHEREAS, the City of Milford City Manager and Planning and Economic Development Coordinator have prepared and consulted with the Office of State Planning an amendment to the 2008 Comprehensive Plan which will permit the future land use designation as Employment; and

WHEREAS, the City of Milford Planning Commission held a duly advertised public hearing for public review and comment on the 2008 Comprehensive Plan amendment on June 16, 2015 and did recommend approval and adoption of the amendment of the 2008 Comprehensive Plan, and

WHEREAS, the Mayor and City Council held a duly advertised public hearing on the amendment of the 2008 Comprehensive Plan on June 22, 2015 at which time the amendment of the 2008 Comprehensive Plan was reviewed with the public.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS that the amended 2008 Comprehensive Plan is hereby adopted on June 22, 2015 and made effective as the amended 2008 Comprehensive Plan for Milford on this 2nd day of July 2015.

Planning Commission Review & Public Hearing: June 16, 2015

City Council Introduction: June 8, 2015

City Council Review & Public Hearing: June 22, 2015

Adoption: June 22, 2015

Effective: July 2, 2015

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

Additional information may be obtained by contacting the Planning Department at Milford City Hall at 302-424-3712 or via the Planning Department page on the City website at www.cityofmilford.com.

**CITY OF MILFORD
RESOLUTION 2015-04**

**RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$1,600,000
MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF A GENERAL
OBLIGATION BOND OR BONDS IN ORDER TO FINANCE COSTS
ASSOCIATED WITH IMPROVEMENTS TO THE SEWER SYSTEM OF THE
CITY OF MILFORD AND ESTABLISHING THE TIME AND PLACE FOR A
PUBLIC HEARING THEREON.**

WHEREAS, the City of Milford (the "City") pursuant to Article 8 of 72 Del. Laws Ch. 148, as amended (the "Charter") proposes to issue up to \$1,600,000 maximum aggregate principal amount of the City's general obligation bond or bonds (collectively, the "Bonds") in order to (i) partially finance the construction costs associated with the City's approved improvements, rehabilitations, upgrades and repairs to its sewer system, including the addition of a sewer supervisory control and data acquisition (SCADA) system instrumentation, pump stations upgrades and removal of external inflow and infiltration sources; and (ii) pay the costs of issuance of the Bonds (collectively, the "Project");

WHEREAS, the City has applied for a loan through the United States Department of Agriculture – Rural Utilities Service (the "Department") in order to provide funds to pay for the Project;

WHEREAS, the Department has issued a Letter of Conditions dated September 10, 2014, as amended April 27, 2015, to lend the City up to \$1,600,000 in the maximum aggregate principal amount for the Project for a period of forty (40) years, with an interest rate for the first partial loan of \$600,000 not-to-exceed 2.375% and an interest rate for the second partial loan of \$1,000,000 not-to-exceed 2.125%;

WHEREAS, in addition to the aforementioned loan, the City also expects to receive a grant from the Department to help finance the Project in an amount up to \$2,000,000, and the City must directly contribute \$400,000 of its Sewer Fund Reserves towards the Project before utilizing loan and grant funds from the Department; and

WHEREAS, to authorize the borrowing of up to \$1,600,000 through the issuance of the Bonds for the Project and in order to comply with the requirements of Article 8 of the Charter, the City Council, through its adoption of this Resolution, hereby gives notice to the electors of the City that the City Council proposes to borrow an amount of money, not to exceed \$1,600,000 maximum aggregate principal amount, to partially fund the Project, which is a permitted purpose under Article 8 of the Charter, and hereby establishes that a public hearing on the matter be fixed on **July 13, 2015, at 7:00 p.m., prevailing time**, in the Council Chambers at the Milford City Hall located at 201 South Walnut Street, Milford, Delaware 19963.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milford as follows:

1. The City Council of the City of Milford hereby gives notice to the electors of the City that the City proposes to borrow an amount of money, not to exceed \$1,600,000 maximum aggregate principal amount, to partially fund the Project.

2. Pursuant to Article 8.03 of the Charter:

Amount of Borrowing: Total maximum aggregate principal amount not to exceed \$1,600,000.

Rate(s) of Interest: The interest rate for the first partial loan of \$600,000 shall not exceed 2.375% and the interest rate for the second partial loan of \$1,000,000 shall not exceed 2.125%.

Manner of Securing the Same: The City will borrow the funds through the issuance of a general obligation bond or bonds of the City to partially finance the Project and the full faith and credit of the City will be pledged to pay the principal of and interest on the Bonds.

Manner of Paying or Funding: The Bonds shall be paid or funded from sewer impact fees, sewer fund operating revenues and tax revenues of the City in the order of priority as stated.

Purpose for Borrowing: The City Council hereby finds that the Project constitutes the following, which is a permitted purpose for which money may be borrowed under Article 8 of the Charter:

Finance the construction costs associated with the City's approved improvements, rehabilitations, upgrades and repairs to its sewer system, including the addition of a sewer SCADA system instrumentation, pump stations upgrades and removal of external inflow and infiltration sources.

Such costs, including the costs of issuance of the Bonds, are estimated not to exceed \$4,000,000 and are expected to be paid for by the loan and grant from the Department and a direct contribution from the City.

The City Council hereby establishes that a public hearing upon the Resolution and the proposed borrowing described herein shall be held on **July 13, 2015, at 7:00 p.m., prevailing time**, in the Council Chambers at the Milford City Hall located at 201 South Walnut Street, Milford, Delaware 19963, and hereby directs that notice of such hearing be published and posted as required by Article 8.04 of the Charter, by:

(i) publication in one (1) issue of a newspaper published in the City at least one week before the time set for the public hearing; and

(ii) posting copies thereof in five (5) public places throughout the City at least one week before the time set for the public hearing.

3. The City Council hereby directs that this matter be placed on the agenda for the **regular meeting of the City Council on July 13, 2015** at the Milford City Hall to determine whether to proceed with the proposed borrowing described herein.

ADOPTED AND RESOLVED this 8th day of June, 2015.

By: _____
Name: Bryan W. Shupe
Title: Mayor

(CITY SEAL)

Attest: _____
Name: Teresa K. Hudson
Title: City Clerk

CERTIFICATE OF CITY CLERK

The undersigned, City Clerk of the City of Milford, Delaware, HEREBY CERTIFIES that:

The foregoing Resolution proposing borrowing a sum of money and authorizing a public hearing on such borrowing of the City was duly moved and seconded and adopted by a majority vote of the City Council of said City at a duly called and convened public meeting of said Council held on June 8, 2015; and that the roll of the City Council was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Douglas E. Morrow, Sr., Vice-Mayor	
Katrina E. Wilson	
Garrett L. Grier III	
S. Allen Pikus	
Owen S. Brooks, Jr.	
James O. Starling, Sr.	
Christopher H. Mergner	
James F. Burk	

and that such Resolution and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the City this 8th day of June, 2015.

(CITY SEAL)

Teresa K. Hudson
City Clerk

CITY OF MILFORD

REIMBURSEMENT RESOLUTION 2015-05

AUTHORIZING THE REIMBURSEMENT OF A PRIOR EXPENDITURE OF FUNDS FROM THE PROCEEDS OF A TAX-EXEMPT BOND OR BONDS TO BE ISSUED FOR THE FINANCING OF CERTAIN CAPITAL PROJECTS

Recitals

WHEREAS, the City of Milford, Delaware (the “Issuer”) has determined to undertake a capital project with a scope approved by City Council consisting of improvements, rehabilitations, upgrades and repairs to its sewer system, including the addition of a sewer supervisory control and data acquisition (SCADA) system instrumentation, pump stations upgrades and removal of external inflow and infiltration sources (the “Project”); and

WHEREAS, the Issuer intends to finance the costs of the Project by the issuance of its general obligation bond or bonds (collectively, the “Bonds”); and

WHEREAS, the Issuer intends to use a portion of the proceeds of the Bonds to reimburse itself for original expenditures made with respect to the Project and paid prior to the date of issuance of the Bonds; and

WHEREAS, no portion of the Project has yet been placed in service; and

WHEREAS, this Resolution is intended to constitute a statement of “Official Intent” pursuant to Treasury Regulations §1.150-2, T.D. 8476 (the “Treasury Regulations”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milford that:

1. In accordance with Treasury Regulation §1.150-2, the Issuer hereby states its intentions that a portion of the proceeds of the Bonds will be used to reimburse itself for expenditures paid prior to the date of issuance of the Bonds. All capitalized terms used herein and not otherwise defined have the same meaning as ascribed to them in Treasury Regulation §1.150-2.

a. All original expenditures to be reimbursed will be capital expenditures (as defined in Treas. Reg. Sec. 1.150-1(b)) and other amounts permitted to be reimbursed pursuant to Treasury Regulation Sec. 1.150-2(d)(3) and (f).

b. The Issuer intends to reimburse its original expenditures through the incurrence of debt to be evidenced by the Bonds.

c. The description of the type and use of the property for which the original expenditure to be fully or partially reimbursed is to be paid is: costs relating to the Project as defined in the recitals to this Resolution.

d. The maximum aggregate principal amount of the Bonds to be issued to reimburse the costs of the Project paid prior to its issuance and to complete the Project is \$1,600,000, including the costs of issuance of the Bonds.

2. Once the Bonds are issued, the Issuer shall allocate Bond proceeds to reimburse a prior expenditure by making the allocation on its books and records maintained with respect to the Bonds; provided that such costs to be reimbursed were paid not more than 60 days prior to the date hereof. Such allocation shall specifically identify the actual original expenditure to be reimbursed. Such allocation shall occur not later than 18 months after the later of (i) the date on which the original expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than 3 years after the original expenditure is paid; provided, however, that if the Bonds satisfy the provisions of Section 148(f)(4)(D)(i)(I) through (IV) of the Internal Revenue Code of 1986, as amended (relating to the small issuer exception from rebate), then the reimbursement allocation shall occur not later than 3 years after the later of (i) the date on which the original expenditure is paid, or (ii) the date on which the Project is placed in service. If the Bonds are issued before the expiration of the period prescribed in the preceding sentence, then the reimbursement allocation shall occur not later than the date the Bonds are issued.

3. The Bond proceeds used to reimburse the Issuer for original expenditures will not be used within 1 year after the allocation in a manner that results in the creation of replacement proceeds (as defined in Treas. Reg. §1.148-1) for the Bonds or for other bonds.

4. The Issuer will not use the proceeds of the Bonds to reimburse, refinance or refund an original expenditure paid by another obligation (either tax-exempt or taxable).

5. This Resolution is effective immediately.

6. All resolutions heretofore adopted to the extent the same are inconsistent herewith are hereby repealed.

ADOPTED: June 8, 2015

CERTIFICATE OF CITY CLERK

The undersigned hereby certifies that the foregoing resolution is a true and correct copy of the Resolution duly adopted by a majority of the City Council of the City of Milford, Delaware on June 8, 2015 and has not been amended or rescinded and is in full force and effect this 8th day of June, 2015.

(CITY SEAL)

Teresa K. Hudson
City Clerk

AGREEMENT
OF
TRUST

Between

DELEA FOUNDERS
INSURANCE TRUST

and

MEMBERS OF THE
DELEA FOUNDERS
INSURANCE TRUST

As Adopted on May 13, 2014

Amended on December 11, 2014

AMENDED AGREEMENT OF TRUST

The AMENDED AGREEMENT is made as of the 11th day of December, 2014 by and between the Delea Founders Insurance Trust ("Trust"), a self-insured trust of municipal members, and the undersigned Members of the Delea Founders Insurance Trust ("Members"), who by their execution accept the Trust and declare that they will be bound by the provisions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Trust and the Members agree to establish a Trust under the terms and conditions as follows:

ARTICLE I

PURPOSE OF THE TRUST

The primary purpose of the Trust is to establish and maintain a self-insurance program providing workers' compensation insurance coverage for the Members of the Trust.

ARTICLE II

TRUST ESTATE

Section 1. Trust Estate. The Trust Estate shall consist of: (1) all Members' payments (including payments made directly to Trust under the administrative direction of the Trustees), dividends, refunds of unexpended portions of s premiums, and any restricted reserve funds created by the Trust for specific insurance coverage (collectively the "Principal Fund"); and (2) all funds received from the investment of the Principal Fund and from prior investments, all funds received from prior insurance companies, and all other receipts in connection with the administration of the insurance programs and the Trust (collectively the "Income Fund"). Within the Principal Fund separate segregated accounts shall be maintained for each separate insurance plan and the monies of each separate account may only be applied to or be used in connection with that specific insurance plan. Within the Income Fund any specifically designated monies shall be used only in accordance with the designation thereon. Expenses for the operation of the Trust and administration of the insurance and the Trust shall be charged against the Income Fund, and if insufficient, a pro rata amount based upon percentage premium paid shall be charged against each account within the Principal Fund.

Section 2. Accounting of Assets. In the event the Trustees shall establish more than one policy of insurance plan, a separate accounting shall be maintained by the Trustees for each policy or plan and all monies received which pertain to each policy or plan shall remain segregated, but within the Income Fund there shall be no requirement to segregate or separately account for any investment income or losses relating to such monies. Notwithstanding any provision to the contrary contained herein, no premium payments, credits or refunds shall be made by the Trustees other than in connection with the specific policy or plan for which said monies are directly attributable.

ARTICLE III PARTICIPATION

Section 1. Enrollment of Members and Condition of Participation in the Trust. Participation in the Trust shall be open to any county or municipal authority or other public entity of the State of Delaware (“Local Governments”), as defined by the Trustees, which are approved by the Trust as stated herein. Any entity seeking membership shall submit an application to the individual, partnership, corporation or other legal entity engaged by the Trustees to administer the policies and procedures of the Trust (“Program Administrator”). All applicants to the Trust must comply with the application process and underwriting requirements of both the Trust and the Program Administrator.

Section 2. Approval/Register Applicants. The Board of Trustees may choose to review an applicant based on the following criteria:

(a) completion and signatures on all required applications and related documents;

(b) the applicant's five (5) year loss history showing safety performance consistent with Trust’s objectives. The applicant's physical location and makeup may indicate a prospective likelihood of satisfactory future claim performance;

(c) a review of the applicant’s safety procedures and/or manuals by the Trust’s Safety Committee (as defined in the DELEA Founders Insurance Trust Bylaws, as amended). If further safety inspections and evaluations are deemed appropriate (i.e. in the absence of written policies) to determine if the applicant meets the Trust’s safety standards, it shall be at the expense of the applicant;

(d) complete copies of current insurance policies, including all premiums and rating information;

(e) completed schedules required in the underwriting evaluation process (i.e. Excess Insurance Carrier, Program Administrator and Actuary);

(f) the applicant has expressed a reasonable interest in a membership in the Trust;

(g) Trust has the administrative capability to absorb additional memberships without undue inconvenience or expense to the Trust.

(h) any other items deemed appropriate by, among others, the Program Administrator, Actuary and Excess Insurance Carrier.

The applicant must fully disclose all approval processes within their entity as well as all bid procedures (if any), and provide reasonable timelines for the application and approval processes. Any costs associated with preparing, submitting and evaluating the application shall be paid by the applicant prior to final review and approval (including but not limited to an actuarial review). All applicants must execute a confidentiality agreement in a form provided by the Program Administrator agreeing not to share any information exchanged during the application process.

All new applications shall be presented to the Trustees at a meeting scheduled in accordance with the Bylaws. Notice and all documents supporting the application shall be issued to the Trustees at least **ninety (90)** days in advance of the meeting and in a form permitted by the Bylaws. An application shall be approved by a vote of at least six members (6) of the Board of Trustees at the meeting. The Board of Trustees may reject any application that, among other reasons, has not successfully provided the required documentation or if a determination is made that the applicant's membership would be adverse to the Trust and its Members.

Section 3. Condition of Participation. As a condition of participation in the Trust, each Member shall:

(a) designate representative(s) to actively participate in all Trust meetings and sponsored safety programs, as required by the Board of Trustees.

(b) promptly pay all premiums, assessments, supplemental assessments, fees, charges or other obligations arising out of or related to participation in the Trust.

(c) actively participate in all Trust sponsored or directed meetings, programs or activities so as to ensure successful operation of the Trust.

(d) cooperate with the risk control and safety recommendations made by the Program Administrator and Trust Safety Committee seeking to minimize claims reserves when claims occur.

Section 4. Interest of Members. The rights and interests of Members and persons claiming by or through them shall be limited to the Members' benefits provided by the specific insurance plan(s). Neither the Trust nor any Member, person named or persons claiming by or through a Member nor an insured person by reason of having been a named beneficiary for insurance benefits or otherwise shall have any claim against the Trust estate.

Section 5. Administration of Trust. In order to properly administer the insurance programs and financial security of the Trust, the Trustees may adopt rules and regulations consistent with the purposes of the Trust, this Agreement and Bylaws including, without limitations, the referenced eligibility for Members. The Trust shall be administered by a Program Administrator in accordance with the provisions of the Bylaws.

Section 6. Member Liability.

Each member shall be responsible, jointly and severally, for all liabilities of the Plan and in accordance with the provisions of the Delaware Code provisions of the Workers' Compensation Self-Insurance Group contained in 18 Del. C. § 401, et seq. Specifically, but not limited to, the provisions of section 419 which required that:

If the assets of the Trust are at any time insufficient to enable the Members to discharge their legal liabilities and other obligations and to maintain the reserves, the Trust shall make up the deficiency or assess upon its members an amount needed to make up the deficiency. In the event of a deficiency in any fund year, the deficiency shall be made up immediately, either from:

- (1) Surplus from a fund year other than the current fund year;
- (2) Administrative funds;
- (3) Assessment of the membership, if ordered by the group; or

(4) Such alternate method as the Commissioner may approve or direct.

The Delaware Insurance Commissioner shall be notified prior to any transfer of surplus funds from one fund year to another.

If the Trust fails to assess its members or to otherwise make up such deficit within 30 days, the Delaware Insurance Commissioner may order it to do so. If the Trust fails to make the required assessment of its Members within 30 days after the Delaware Insurance Commissioner issued an order to do so, or if the deficiency is not fully made up within 60 days after the date on which the assessment is made or within such longer period of time as may be specified by the Delaware Insurance Commissioner, the Trust shall be deemed to be insolvent or impaired.

Notwithstanding anything contained in this subsection, the Delaware Insurance Commissioner may at any time proceed against an insolvent Trust in the same manner as the Delaware Insurance Commissioner would proceed against an insolvent or impaired domestic insurer in the State of Delaware as prescribed in Chapter 59 of title 18. The Delaware Insurance Commissioner shall have the same powers and limitations in such proceedings as are provided under those laws.

In the event of delinquency proceedings against a Trust, the Delaware Insurance Commissioner may levy an assessment upon the Members for such an amount as the Delaware Insurance Commissioner determines to be necessary to discharge all liabilities of the Trust, including the reasonable cost of liquidation or rehabilitation.

Section 7. Revocation and Termination of Membership.

1. Any member which fails to pay a required assessment within 90 days after the date on which such assessment was due will be deemed to have given notice of withdrawal from the Trust, effective at the end of the fiscal year following the period where the assessment was not paid. No forbearance with respect to any Trust member or any payment will be deemed to create a waiver with respect to subsequent defaults by the same or any other member.

2. The Board of Trustees may terminate a member of the Trust for any reason upon the issuance of ninety (90) day written notice, following:

a. a majority vote of the Board due to the members failure to

comply with the provisions of Article IV(B); or

b. a vote of two-thirds of the Board of Trustees for any other reason.

3. **The Trust shall pay all workers' compensation benefits for which each member incurs liability during its period of membership. A member who elects to withdraw from the Trust by issuing sixty (60) days advance written notice to the Board of Trustees or whose membership is terminated by the Board of Trustees shall remain jointly and severally liable for workers' compensation obligations of the group and its members which were incurred during the member's period of membership.** The effective date of withdraw or termination will be the end of the fiscal year following the receipt of the notice or termination of the member ("Termination Date"). A member **is not relieved of its workers' compensation liabilities incurred during its period of membership except through payment by the group of the member of required workers' compensation benefits.** A member that withdraws or is terminated pursuant to this subsection will assume sole responsibility for all workers' compensation and employers' liability claims against it which relate to occurrences **that** take place after the Termination Date. A terminated member can be assessed for shortfalls in the future for those period(s) prior to the Termination Date or for periods the terminating member participated in the Trust. Any shortfall generated in future years would be the responsibility of the members of the Trust. **The insolvency or bankruptcy of a member does not relieve the group or any other member of liability for the payment of any workers' compensation benefits incurred during the insolvent or bankrupt member's period of membership.**

4. It is expressly understood that any notice to revoke, notice of withdraw or termination notice as set forth above shall in effect completely release the Trust and each of the remaining members from any liability to the withdrawing or terminated member, except as provided herein.

ARTICLE IV POWERS AND DUTIES OF THE TRUSTEES

Section 1. **Trustee Powers.** In administration of the Trust, the Trustees shall have the following powers, all of which shall be exercised in a fiduciary capacity and primarily in

the interest of the Members:

- (a) to manage the Trust in accordance with the terms of this Agreement;
- (b) to invest and reinvest such portions of the Trust estate as the Trustees, while exercising ordinary business care and prudence under the facts and circumstances prevailing at the time of the decision, believe in good faith to be prudent and in accordance with approved investment guidelines;
- (c) to receive any payments and make any payments of premiums on any policies of insurance and bonds;
- (d) to allocate for financial reporting purposes pursuant to Section 3 hereof, all premiums received from Members or for the benefit of Members (including premium refunds, premium credits and the like) and all similar receipts directly related to insurance coverage (“Principal Receipts”) to the principal bank account of the Trust and to allocate all income earned from the investment of the Trust estate regardless of the source to the Income Account;
- (e) to allocate for financial reporting purposes pursuant to Section 3 hereof, Principal Receipts of specific insurance plans from which they were derived;
- (f) to allocate to the Income Fund all funds received from the investment of the Principal Fund and cost of administrative services plus all other receipts from the administration of the Trust;
- (g) to create reserve funds for specific insurance plans and to allocate to the Principal Fund all such restricted reserve funds;
- (h) to create reserve funds for specific insurance plans and to allocate to the Principal Fund all such restricted reserve funds.
- (i) to grant premium credits to Members and potential Members as determined appropriate and consistent with approved underwriting guidelines;
- (j) to pay all expenses which are reasonable and necessary to establish and administer the Trust and if insufficient, to pay all expenses from a pro rata assessment against each account of the Principal Fund;
- (k) to develop new products and/or services;
- (l) to procure or sponsor or endorse group insurance policies and programs to be made available to Members;

(m) to engage professionals including but not limited to attorneys, accountants, auditors, actuaries, risk control providers, third-party administrators, third party claims administrator and other consultants deemed necessary on such terms and conditions as the Trustees may determine appropriate;

(n) to make distributions to the Members;

(o) to utilize excess funds for the purpose of establishing new insurance, provided that such programs shall be established only for the specific benefit of actual and eligible Members pursuant to the provisions of this Agreement;

(p) to do all other acts whether or not expressly authorized herein which the Trustees may deem necessary or proper in the administration of the Trust and in the management of the Trust estate;

(q) to adopt rules and procedures for administration of the Trust;

(r) to engage in or conduct educational activities, including but not limited to, educational efforts in the areas of safety and risk management; and

(s) to take action in conformance with the provisions of the Bylaws.

Section 2. Dealings With Insurance. The Trustees shall determine, with the assistance and direction of the Program Administrators, the provisions of the Insurance Program and the requirements for participation thereunder. All the rights and privileges granted to the Members shall be vested solely in the Trustees, and they may take any action with respect to the Insurance Program.

Section 3. Financial Accounting of Assets. In the event the Trust shall negotiate or otherwise obtain more than one policy of insurance, for financial reporting purposes, separate accounting shall be maintained by the Trustees for each policy and all premium payments and premium refunds which pertain to each policy shall remain segregated for financial reporting purposes, but there is no requirement to segregate or separately account for any investment income or losses relating to such monies. Notwithstanding any provision to the contrary contained herein, no premium payments, premium credits or premium refunds shall be made by the Trustees other than in connection with the specific policy for which said monies are directly attributable.

ARTICLE V
THE BOARD OF TRUSTEES

Section 1. Nomination and Appointment to the Board of Trustees. The Board shall be administered by nine (9) Trustees who shall be members of the Trust and serve staggered terms. The Board of Trustees will include a Chairperson, Vice-Chair, Secretary and Financial Secretary. During their term of office, the Board of Trustees will exercise the full power and authority of the Trust. Any Member representing a Local Government with a population of 30,000 or more will automatically have representation as one (1) member of the Board of Trustees appointed by the Local Government. Trustees shall serve until the 1st Trustee meeting in September of the following year, or until a successor is duly elected and qualified. A Trustee may serve multiple terms. Each Trustee must appoint a proxy representative as required and established in the Bylaws.

Section 2. Resignation of a Trustee. A Trustee may resign and be fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days written notice to the Trust and the remaining Trustees.

Section 3. Removal of a Trustee. Any Trustee may be removed for cause from office at any time upon the issuance of written notice signed by the Chairperson and delivered to the Trustees, in accordance with appropriate action or vote of a majority of the Trustees in a meeting assembled or by ballot mailed under the Bylaws of the Trust.

Section 4. Appointment of a Successor Trustee. In case any Trustee shall be unable to continue to serve, resign or be removed, a successor Trustee shall be appointed for the unexpired term by the Chairperson, or Vice Chair if the Trustee who is unable to serve, resigned or was removed is the Chairperson. If the Trustee who is unable to serve, resigned or was removed is the Chairperson, then the Vice Chair shall assume the Chairperson position until such time as a special meeting of the Trustees shall be convened for the purpose of selecting a successor to the position. Immediately upon written acceptance of the position as a Trustee, the successor Trustee shall become vested with all of the rights, powers and duties of the other Trustees. If the Trustee represented a Member with a population of 30,000 or more, the Member shall be entitled to select another Trustee to serve the unexpired term.

Section 5. Compensation of the Trustees. Although no compensation is currently paid to the Trustees, they may vote in the future to reimburse reasonable and necessary expenses incurred by the Trustees in the performance of their duties and compensation of one or more Trustees for special executive or administrative services performed in the administration of the Trust.

Section 6. Selection of a Chair, Vice Chair and a Secretary. The Trustees shall annually select one of their members to act as Chair, Vice Chair, Secretary and Financial Secretary. The election of these positions shall occur annually at the 1st Trustee meeting in September of each year. The duties and responsibilities of these officials shall be as noted in the Bylaws.

Section 7. Committees. The Trustees may establish such committees, including an Executive Committee, as the Trustees may determine are necessary and appropriate. Such committees shall meet as frequently as the Trustees may direct, or as the members of the committee shall determine in order to properly perform their functions.

Section 8. Meetings of the Trustees. The Trustees shall hold at least **four** meetings annually and may hold such other meetings as they shall determine is necessary. A meeting may be called at any time by the Chair or any two of the Trustees upon written notice to the other Trustees.

Section 9. Required Vote of the Trustees. Any action by the Trustees may be taken either during an in-person meeting, a telephone conference meeting, a web based or like meeting or in writing without a meeting including, but not limited to, an email ballot. Concurrence of a majority of the Trustees present at an in-person meeting, a telephone conference meeting, a web based or like meeting shall be required for action taken at such meeting or pursuant to a writing without a meeting including action by email or mail ballot. No action shall be taken at any meeting unless there are at least five Trustees present or participating.

Section 10. Name of the Trustees Collectively and Execution of Instruments. The name of the Trust may be used to designate the Trustees collectively and all instruments may be effective upon the signature of any trustee or other person that the Trustees may designate to sign for that purpose, except as otherwise provided herein.

Section 11. Ministerial Acts. Any persons designated by a majority of the Trustees in a properly assembled meeting may sign all checks on any and all Trust accounts. Any two Trustees or one Trustee acting by designation or delegation may fulfill any other ministerial administrative functions at any time to assure the efficient administrative operation of the Trust.

Section 12. Liability of the Trustees. No Trustee shall be liable for any action taken or omitted in good faith and in the Trust's best interest, for any action taken or omitted by an agent, employee or attorney selected with reasonable care, for any action taken or omitted by any other Trustee acting independently, or for any loss incurred through investments of monies of the Trust or failure to make investments. The Trust shall defend and indemnify any Trustee from any and all claims, expenses, demands, losses or liability, including attorney's fees, for claims asserted or threatened to be asserted against the Trustee if he/she acted in good faith and in a manner which he/she reasonably believed to be in the Trust's best interests, except in relation to matters as to which he/she shall be adjudged in such legal action, administrative action, suit or proceeding to be liable for breach of fiduciary duty, negligence or misconduct in the performance of his/her duty to the Trust. A trustee shall have no right to receive a defense or be indemnification for criminal charges filed against him/her.

The termination of a legal action, administrative action, suit or proceeding by judgment, order, settlement or its equivalent, shall not itself create a presumption that the Trustee did not act in good faith or in a manner which he/she reasonably believed to be in the Trust's best interest. To the extent that the Court or body presiding over the matter has not addressed the question of negligence or misconduct in the performance of the person's duty to the Trust, a determination that indemnification is proper shall be made by a majority vote of the remaining Trustees.

Indemnification shall not be deemed exclusive of any other rights to which the Trustee may be entitled under any agreement, vote of the Trustees or otherwise.

ARTICLE VI

AMENDMENT, EXTENSION AND TERMINATION OF THE TRUST

The provisions of this Agreement may be amended by a vote of two-thirds (2/3) of the Members and evidenced by a written amendment duly authorized and signed by the Chair of the Trustees.

ARTICLE VII

SITUS AND CONSTRUCTION OF THE TRUST

The situs of the Trust shall be the State of Delaware and all questions pertaining to its validity, construction and administration shall be determined in accordance with the law of such jurisdiction.

IN WITNESS WHEREOF, the Delea Founders Insurance Trust has caused this Agreement to be signed in its official name by its duly authorized officers and the Members have hereunto set their hands and seals, as acceptance of their trust, all as of the 11th day of December, 2014.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DELEA FOUNDERS INSURANCE TRUST

By:
Print Name:
Position:

TOWN OF CAMDEN

CITY OF LEWES

By:
Print Name:
Position:

By:
Print Name:
Position:

CAMDEN WYOMING SWA

TOWN OF MAGNOLIA

By:
Print Name:
Position:

By:
Print Name:
Position:

TOWN OF CHESWOLD

TOWN OF MIDDLETOWN

By:
Print Name:
Position:

By:
Print Name:
Position:

DELAWARE CITY

TOWN OF MILTON

By:
Print Name:
Position:

By:
Print Name:
Position:

TOWN OF DELMAR

By:
Print Name:
Position:

CITY OF NEW CASTLE

By:
Print Name:
Position:

TOWN OF DEWEY BEACH

By:
Print Name:
Position:

TOWN OF OCEAN VIEW

By:
Print Name:
Position:

TOWN OF GEORGETOWN

By:
Print Name:
Position:

CITY OF REHOBOTH BEACH

By:
Print Name:
Position:

CITY OF HARRINGTON

By:
Print Name:
Position:

TOWN OF SOUTH BETHANY

By:
Print Name:
Position:

KENT COUNTY LEVY COURT

By:
Print Name:
Position:

TOWN OF TOWNSEND

By:
Print Name:
Position:

TOWN OF LAUREL

By:
Print Name:
Position:

TOWN OF WYOMING

By:
Print Name:
Position:

TOWN OF BRIDGEVILLE

By:
Print Name:
Position:

CITY OF MILFORD

By:
Print Name:
Position:

City of Milford



RESOLUTION 2015-06

DELEA FOUNDERS INSURANCE TRUST RESOLUTION TO JOIN TRUST

WHEREAS, a number of local units have joined together to form the DeLea Founders Insurance Fund ("TRUST"), a joint insurance fund, as permitted by 18 Del.C. §401, et seq.; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the City of Milford ("LOCAL UNIT") has determined that membership in the TRUST is in the best interest of the LOCAL UNIT.

WHEREAS, the LOCAL UNIT agrees to be a member of the TRUST effective July 1, 2015; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for at least seven (7) years prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City of Milford does hereby agree to join the DeLea Founders Insurance Fund subject only to the right of approval of the LOCAL UNIT's initial assessment when the same is received from the TRUST following processing of the applications; and

BE IT FURTHER RESOLVED that the LOCAL UNIT is applying to the FUND for Workers' Compensation coverage;

BE IT FURTHER RESOLVED that City Manager Hans Medlarz is hereby appointed as the LOCAL UNIT's Trust Commissioner and is authorized to execute the application for membership and the accompanying certification on behalf of the LOCAL UNIT;

BE IT FURTHER RESOLVED that Finance Director Jeffrey Portmann is hereby appointed as the Alternate Trust Commissioner for the LOCAL UNIT;

AND BE IT FURTHER RESOLVED that the LOCAL UNIT's Trust Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying the membership in the TRUST as required by the TRUST'S Bylaws and to deliver same to the Administrator of the TRUST with the express reservation that said documents shall become effective only upon the LOCAL UNIT's admissions to the TRUST following approval of the TRUST by the Delaware Department of Insurance.

Mayor Bryan W. Shupe

Attest:

City Clerk Teresa K. Hudson

Adopted: June 8, 2015

Milford Police Department



E. Keith Hudson
Chief of Police



400 N.E. Front Street
Milford, Delaware 19963

June 3, 2015

Mayor and City Council
Milford City Hall
Milford, DE 19963

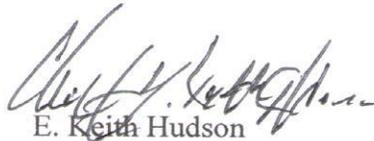
Dear Mayor and Council:

Due to a substantial increase in the police department legal expenses in recent months, the amount budgeted in the police legal expense line item is not sufficient to fulfill our current and estimated legal fees for the balance of this fiscal year. That line item has already been increased by approximately \$8,000 by funds that were transferred from other accounts within the police budget. At this point, there is no more available money within our budget. Because this remains an ongoing matter, we have no choice but to request an increase in legal expenses by other means. As a result, I am respectfully requesting city council consider approving \$20,000 increase to our Legal Expense Account (101-1610-421.30-20).

The city manager recommends those funds be transferred from the real estate transfer fee account.

I appreciate any consideration in this matter.

Respectfully submitted,


E. Keith Hudson
Chief of Police

**CITY OF MILFORD
FUND BALANCES REPORT**

Date: April 2015

Cash Balance - General Fund Bank Balance	\$2,946,343
Cash Balance - Electric Fund Bank Balance	\$3,807,764
Cash Balance - Water Fund Bank Balance	\$2,355,721
Cash Balance - Sewer Fund Bank Balance	\$1,153,848
Cash Balance - Trash Fund Bank Balance	\$203,339

	<u>General Improvement</u>	<u>Municipal Street Aid</u>	<u>Real Estate Transfer Tax</u>	<u>Solid Waste Reserves</u>
Beginning Cash Balance	153,726	1,050,658	1,659,649	0
Deposits	300	55,691	41,754	
Interest Earned this Month		148	233	
Disbursements this Month	(83,991)	(21,950)	(41,666)	
Investments				250,000
Ending Cash Balance	\$70,035	\$1,084,547	\$1,659,970	\$250,000

	<u>GF Capital Reserves</u>	<u>Water Capital Reserves</u>	<u>Sewer Capital Reserves</u>	<u>Electric Reserves</u>
Beginning Cash Balance	741,421	5,389,608	3,143,252	4,922,375
Deposits		1,817		
Interest Earned this Month	122	377	223	371
Disbursements this Month		(15,311)	(26,810)	(23,375)
Investments	250,000			
Ending Cash Balance	\$991,543	\$5,376,491	\$3,116,665	\$4,899,371

	<u>Water Impact Fee</u>	<u>Sewer Impact Fee</u>	<u>Electric Impact Fee</u>	<u>Economic Development Fund</u>
Beginning Cash Balance	1,247,471.00	836,309	353,740	1,017,139
Deposits	25,082	13,254	6,600	
Interest Earned this Month				
Disbursements this Month				(\$740)
Investments				
Ending Cash Balance	\$1,272,553	\$849,563	\$360,340	\$1,016,399

INTEREST THROUGH THE TENTH MONTH OF THE FISCAL YEAR:

General Fund	9,852	Water Fund	3,527
GF Capital Reserves	1,098	Water Capital Reserves	3,300
Municipal Street Aid	1,501	Sewer Fund	1,382
Real Estate Transfer Tax	2,076	Sewer Capital Reserves	1,957
Electric Fund	6,109	Trash Fund	5,182
Electric Reserves	3,267		

TOTAL INTEREST EARNED TO DATE \$39,251

REVENUE REPORT

Page Two

Date: April 2015	AMOUNT BUDGETED	MTD	YTD	83% of Year Expended YTD%
ACCOUNT				
Economic Development Fund	205,578	740	45,110	21.94%
General Fund Reserves	83,294	0	63,294	75.99%
Realty Transfer Tax-Police	500,000	41,667	416,667	83.33%
Real Estate Tax	3,769,010	3,390	3,686,413	97.81%
Business License	40,000	1,550	33,100	82.75%
Rental License	85,000	2,450	83,150	97.82%
Building Permits	60,000	5,980	51,561	85.94%
Planning & Zoning	21,737	2,351	13,108	60.30%
Grasscutting Revenue	15,000	0	14,400	96.00%
Police Revenues	502,000	11,821	397,435	79.17%
Misc. Revenues	267,460	4,845	155,561	58.16%
Transfers From	3,215,480	267,956	2,679,566	83.33%
Total General Fund Revenues	\$8,764,559	\$342,750	\$7,639,365	87.16%
Water Revenues	2,644,000	221,800	2,223,557	84.10%
Sewer Revenues	2,659,860	258,387	2,074,197	77.98%
Kent County Sewer	1,700,000	144,886	1,430,419	84.14%
Solid Waste Revenues	1,090,545	89,333	889,081	81.53%
Electric Revenues	24,669,500	2,088,316	21,750,397	88.17%
TOTAL REVENUES	\$41,528,464	\$3,145,472	\$36,007,016	86.70%
YTD Enterprise Expense	67,696			
YTD Enterprise Revenue	60,688			
LTD Carlisle Fire Company Building Permit Fund		108,492		

EXPENDITURE REPORT

Page Three

Date: April 2015

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	446,455	\$38,475	330,069	73.93%	116,386
O&M	180,657	\$4,074	112,115	62.06%	68,542
Capital	14,995	\$0	14,995	100.00%	0
Total City Manager	\$642,107	\$42,549	\$457,179	71.20%	184,928
Planning & Zoning					
Personnel	160,127	\$4,735	49,777	31.09%	110,350
O&M	51,568	\$4,629	33,256	64.49%	18,312
Capital	0	\$0	0		0
Total P, C & I	\$211,695	\$9,364	\$83,033	39.22%	128,662
Code Enforcement & Inspections					
Personnel	147,175	\$11,157	114,361	77.70%	32,814
O&M	52,900	\$2,691	26,898	50.85%	26,002
Capital	0	\$0	0		0
Total P, C & I	\$200,075	\$13,848	\$141,259	70.60%	58,816
Council					
Personnel	31,225	\$2,207	19,964	63.94%	11,261
O&M	43,462	\$2,704	39,108	89.98%	4,354
Council Expense	17,000	\$170	15,595	91.74%	1,405
Contributions	211,000	\$140,000	211,000	100.00%	0
Codification	3,631	\$97	3,755	103.42%	(124)
Employee Recognition	9,369	\$0	9,368	99.99%	1
Insurance	31,000	\$0	36,670	118.29%	(5,670)
REDLG Program	60,000	\$0	0	0.00%	60,000
Armory Expenses	20,000	\$0	11,137	55.69%	8,863
Total Council	\$426,687	\$145,178	\$346,597	81.23%	80,090
Finance					
Personnel	352,620	\$26,602	279,940	79.39%	72,680
O&M	61,085	\$4,397	38,143	62.44%	22,942
Capital	0	\$0	0		0
Total Finance	\$413,705	\$30,999	\$318,083	76.89%	95,622
Information Technology					
Personnel	181,080	\$8,603	91,271	50.40%	89,809
O&M	180,765	\$4,048	158,614	87.75%	22,151
Capital	85,430	\$0	84,818	99.28%	612
Total Information Technology	\$447,275	\$12,651	\$334,703	74.83%	112,572

EXPENDITURE REPORT

Page Four

Date: April 2015

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Police Department					
Personnel	3,811,255	\$283,384	2,994,465	78.57%	816,790
O&M	499,015	\$23,613	391,905	78.54%	107,110
Capital	121,200	\$257	70,461	58.14%	50,739
Total Police	\$4,431,470	\$307,254	\$3,456,831	78.01%	974,639
Streets & Grounds Division					
Personnel	442,810	\$29,664	318,464	71.92%	124,346
O&M	448,132	\$19,255	358,573	80.02%	89,559
Capital	82,343	\$0	74,444	90.41%	7,899
Debt Service	20,520	\$0	19,207	93.60%	1,313
Total Streets & Grounds	\$993,805	\$48,919	\$770,688	77.55%	223,117
Parks & Recreation					
Personnel	604,225	\$60,954	481,676	79.72%	122,549
O&M	251,515	\$8,119	210,212	83.58%	41,303
Capital	142,000	\$0	139,556	98.28%	2,444
Total Parks & Recreation	\$997,740	\$69,073	\$831,444	83.33%	166,296
Total General Fund					
Operating Budget	\$8,764,559	\$679,835	\$6,739,817	76.90%	2,024,742

EXPENDITURE REPORT
Page Five

Date: April 2015

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	281,615	\$21,331	225,450	80.06%	56,165
O&M	1,045,165	\$62,001	696,729	66.66%	348,436
Capital	347,000	\$0	25,000	7.20%	322,000
Debt Service	970,220	\$0	770,625	79.43%	199,595
Total Water	\$2,644,000	\$83,332	\$1,717,804	64.97%	926,196
Sewer Division					
Personnel	281,615	\$21,329	225,435	80.05%	56,180
O&M	1,194,475	\$70,051	913,369	76.47%	281,106
Capital	612,500	\$0	28,351	4.63%	584,149
Debt Service	571,270	\$12,735	420,628	73.63%	150,642
Sewer Sub Total	\$2,659,860	\$104,115	\$1,587,783	59.69%	1,072,077
Kent County Sewer	1,700,000	\$143,210	1,430,401	84.14%	269,599
Total Sewer	\$4,359,860	\$247,325	\$3,018,184	69.23%	1,341,676
Solid Waste Division					
Personnel	371,835	\$28,563	293,874	79.03%	77,961
O&M	718,710	\$51,849	562,142	78.22%	156,568
Capital	0	\$0	0		0
Total Solid Waste	\$1,090,545	\$80,412	\$856,016	78.49%	234,529
Total Water, Sewer Solid Waste	\$8,094,405	\$411,069	\$5,592,004	69.08%	2,502,401
Electric Division					
Personnel	1,210,610	\$76,488	922,379	76.19%	288,231
O&M	1,723,380	\$119,377	1,222,878	70.96%	500,502
Transfer to General Fund	2,500,000	\$208,333	2,083,333	83.33%	416,667
Capital	335,855	\$14,563	116,922	34.81%	218,933
Debt Service	399,655	\$0	302,060	75.58%	97,595
Electric Sub Total	\$6,169,500	\$418,761	\$4,647,572	75.33%	1,521,928
Power Purchased	18,500,000	\$1,348,908	16,259,898	87.89%	2,240,102
Total Electric	\$24,669,500	\$1,767,669	\$20,907,470	84.75%	3,762,030
TOTAL OPERATING BUDGET	\$41,528,464	\$2,858,573	\$33,239,291	80.04%	8,289,173

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: April 2015

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	83% of Year Expended	UNEXPENDED BALANCE
				YTD%	
Garage					
Personnel	84,085	6,398	67,276	80.01%	16,809
O&M	69,965	499	52,328	74.79%	17,637
Capital	40,000	0	0	0.00%	40,000
Total Garage Expense	\$194,050	6,897	\$119,604	61.64%	74,446
Public Works					
Personnel	198,550	5,004	96,556	48.63%	101,994
O&M	201,160	10,496	126,552	62.91%	74,608
Capital	6,000	0	0	0.00%	6,000
Total Public Works Expense	\$405,710	15,500	\$223,108	54.99%	182,602
Billing & Collections					
Personnel	522,210	40,159	415,884	79.64%	106,326
O&M	229,785	27,568	176,565	76.84%	53,220
Capital	0	0	0		0
Total Billing & Collections	\$751,995	67,727	\$592,449	78.78%	159,546
City Hall Cost Allocation					
Personnel	0	0	0		0
O&M	61,530	3,136	44,685	72.62%	16,845
Capital	0	0	0		0
Total City Hall Cost Allocation	\$61,530	3,136	\$44,685	72.62%	16,845

ALL COSTS SHOWN ON PAGE 6 ARE ALSO INCLUDED IN THE VARIOUS DEPARTMENTS LISTED ON PAGES 3-5 OF THE EXPENDITURE REPORT WHO UTILIZE THE SERVICES OF THE DEPARTMENTS LISTED ABOVE. INTERSERVICE FUNDS ARE ENTIRELY FUNDED BY OTHER CITY DEPARTMENTS.

MILFORD CITY COUNCIL
MINUTES OF MEETING
April 27, 2015

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, April 27, 2015.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Chris Mergner, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Hans Medlarz, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Shupe called the Council Meeting to order at 7:00 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

RECOGNITION

Proclamation 2015-10/Police Week & Peace Officers' Memorial Day

Mayor Shupe read the following proclamation into record:

POLICE WEEK & PEACE OFFICERS' MEMORIAL DAY

WHEREAS, the Congress and President of the United States have designated May 15, 2015 as Peace Officers' Memorial Day and the week in which it falls as National Police week; and

WHEREAS, the members of the law enforcement agency of Milford, Delaware play an essential role in safeguarding the rights and freedoms in Milford, Delaware; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Milford Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Bryan W. Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, Delaware, call upon all citizens of Milford, Delaware, and upon all patriotic, civic and educational organizations to observe the week beginning May 10, 2015 as Police Week, during which time all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens in the City of Milford.

I further call upon all citizens of Milford, Delaware, to observe May 15, 2015 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in

service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this Twenty-Seventh day of April in the Year of our Lord Two Thousand and Fifteen.

s/Mayor Bryan W. Shupe

Mayor Shupe then presented the proclamation to Chief Hudson.

Ms. Wilson then pointed out that police agencies around the world are at risk with their communities in today's world. She said it is important that this city and council support our police department in every way possible. She thanked Chief Hudson for always keeping mayor and council abreast of what is occurring in the city and added that an open line of communication really helps. She also asked that Chief Hudson continue to relay messages to his officers of the need for good race relations and sensitivity to this diverse community which are things that can make a big difference.

She asked that the police and the community continue to stay ahead of situations like those that are occurring in Baltimore and what had occurred in Ferguson. Ms. Wilson reattributed that by the chief informing council of any potential activities in addition to our officers continuing to stay positive and open minded in the way they treat people is something her constituents really appreciate.

Chief Hudson thanked Councilwoman Wilson for her comments.

DeIDOT Presentation/US 113 Northbound Overpass/Closure/Detour Plan

Mayor Shupe said that DeIDOT was invited to attend this meeting to speak on the North Milford Overpass closure that will begin May 3rd so that everyone is properly informed.

DeIDOT Bridge Assistant Director Barry Benton informed council he is the state bridge engineer and in charge of all inspections, design and construction of bridges. He emphasized the need for critical maintenance of this bridge. When the bridge was originally constructed, it was done in two pours which resulted in a joint down the center of the bridge.

He reported there is a lot of deterioration of the deck adding that its potholes have gotten much worse over the winter. They feel it is in critical need of repairs and could possibly be in danger of punching through by causing a hole in the deck. It would not be large enough for a vehicle to fall through but debris could fall through which would result in an emergency closure.

Their plan is to correct this before Memorial Day. The closure will be from 6:00 p.m. on May 3rd through May 21st. Construction will occur 24 hours a day/7 days a week until it is reopened. They are confident it will be done before May 21st though they can run into a lot of unknowns when renovating bridges.

The top two inches of concrete will be removed down to the top layer of rebar on the bridge and any unsound concrete chipped out. A new overlay will then be put down over the entire overpass. Once the pour is complete, it will take another four to five days to cure.

The ramp will also be worked on at this time according to Mr. Benton.

He explained the ramp on the north side of the bridge was completed approximately ten years ago and is in good shape; the south side of the ramp is concrete and is in bad shape. They will do some patching and a hot mix overlay to get through the summer. That ramp is slated for full reconstruction in the fall so there will be another closure after the summer to reconstruct it possibly in October or November.

Mr. Benton reported that their initial plan was to do both projects at the same time, but at this point the bridge is too critical and they cannot wait. At this time, only temporary improvements will be made to the ramp.

DelDOT's Chief Safety Officer Gerry Nagyiski then spoke stating he appreciates the city allowing him to discuss the detours noting which will have a substantial impact on Milford's roadways.

He explained his primary responsibility is statewide compliance with the Delaware and Federal Manual on Uniform Traffic Control Devices as it relates to work zones and has extensive knowledge of detours.

He then referenced the overall detour regional plan for the bridge.

Mr. Nagyiski stated the intent is to stop people as far south as Lincoln; send them across Johnson Road to Wilkins Road to the newly constructed Route 1/Route 30 interchange. They feel this is the safest route based on the amount of trucks and cars that normally use this roadway.

Message boards have been placed as far as south as Haflinger Road; traffic will be sent to the interchange at Route 1. Traffic that goes beyond the start of the detour will have to turn onto Route 14. At that point, there will be a left lane closure northbound on Route 113 in an attempt to force eastbound traffic to turn onto Northwest Front Street. Traffic will be sent to Route 1. The Route 1/Northeast Front Street crossover will be closed and all traffic directed south on SR 1 to the SR 1/SR 36 interchange. Vehicles will have to exit on the interchange and turn left on SR 36 to get back to SR 1 south.

Mr. Nagyiski said if it becomes congested southbound on Route 1 or eastbound Route 14 (Front Street), they will close the right lane on SR 1 at Route 14 (Front Street) and only allow a hot right coming out of the city to prevent congestion within the city.

Mr. Pikus verified that traffic will be diverted southbound on Route 1 and up and over the SR 36 overpass. He expressed concern regarding the congestion that already exists in that area as a result of beach traffic.

Mr. Nagyiski said they understand and are deploying portable cameras to be able to monitor that 24/7. He emphasized they do not want to send people across the NE Front Street crossover. They feel that would be an unsafe movement considering the amount of traffic that could be impacted. He reemphasized that the SR36 interchange is the safest route to use in that area.

He then explained that as traffic moves northward towards Airport Road on Route 113, they will reach another left lane closure.

Mr. Nagyiski explained they are doing everything possible to stop drivers from continuing northbound. They do not want to send people through town which is the reason the majority of traffic is being sent to CR 207/Fitzgeralds Road.

He continued by explaining that traffic on Business Route 1/Rehoboth Boulevard will have another left lane closure through the intersection; the left lane will remain closed all the way up to the Frontage Road crossover. At that point, there will be an u-turn and traffic will be sent south on US Route 113. The detour will send them back to CR 207. He said they are doing everything possible to keep traffic from going through town.

He added that traffic coming from southbound Route 1 and entering Route 113 will be kept to the far right to facilitate a wide u-turn movement at Frontage Road. Traffic traveling eastbound on SR 14 will be sent south to Johnson Road.

Local traffic (in town, Marshall Street, BR 1) will be sent out to SR 14/Front Street and NE Tenth Street, then directed south to SR 36 to make the u-turn on the overpass.

Chief Hudson expressed concern about the plan for southbound traffic turning onto NE Tenth Street noting that it is already heavily traveled; Mr. Nagyiski explained that the traffic pattern allowing traffic to turn right onto Tenth Street will not be changed. He added that northbound traffic will go south to SR 36, make the u-turn to come back north.

The chief asked if southbound vehicles will still have the ability to turn off Route 1 onto Tenth Street and continue over to US Route 113; Mr. Nagyiski explained which crossovers on Route 1 will be closed though emergency responders will have the ability to move the barricades should those crossovers be needed. They will have someone on site the entire time to make sure if that occurs, the barricades will be reset.

Mr. Nagyiski advised that DeIDOT has a meeting scheduled tomorrow morning with all Kent and Sussex County first responders because Milford includes both counties. They want everyone on the same page should an incident occur.

Mr. Pikus confirmed that southbound traffic will not be sent on Airport Road; Mr. Nagyiski said the intent is to send drivers to Route 1 and not westbound.

Mr. Nagyiski then reported that DeIDOT has installed message boards northbound on Route 113 in Selbyville, Route 113 south of Truck Route 9 in Georgetown and Route 113 south of Route 16. The intent is to inform drivers that Route 113 northbound in Milford is closed and they are being diverted eastward to go north on Route 1. They are also trying to get a message board at the Route 113/Route 13 split in Pocomoke to encourage people to use Route 13.

Starting Sunday and Monday, he said they will have their MAP programers (Motor Assistance Patrol) available from 11:00 a.m. to 7:00 p.m. on Sunday and during the morning and afternoon rush hours on Monday. They will help anyone on the detour route that breaks down. They will also respond to incidents with Milford Police, State Police or Carlisle Fire Company to help facilitate traffic around the incident.

Mr. Nagyiski said the biggest concern is drivers ignoring the crossover closure at NE Tenth Street. DeIDOT, as part of the contract, will pay the cost of the extra duty officers to ensure all traffic laws are enforced.

He referenced the 'rights only' sign, which is a black on white regulatory sign. He has a resolution signed by DeIDOT's Chief Traffic Engineer making that an enforceable violation.

Mr. Nagyiski then noted the other signs referenced in the resolution; the intent is to have Milford Police and the Delaware State Police enforce those violations if they occur.

He referenced the duckies (delineators) that were placed at the end of NE Tenth Street to force traffic south on Route 1. He realizes that unless someone is watching that crossover 24 hours a day, probably five or six drivers will go around them. That is the reason they want law enforcement present to stop that from occurring.

Mr. Nagyiski confirmed that they will work with Milford Police and the state police to determine whose jurisdiction that area is but the intent is to have the project pay for that enforcement. Mr. Pikus pointed out it is Milford's jurisdiction adding that we only have so many officers and some additional help may be needed from the state police. Mr. Nagyiski said he will work that out with Milford Police though both Troop 7 and Troop 3 will attend tomorrow's meeting.

Chief Hudson reported that he and Lieutenant Bailey are both attending that meeting and will discuss their concerns.

Mr. Nagyiski said that DeIDOT's intent is to be as proactive as they can and if there are no issues, they can scale back to save costs; if something does not work and a different approach is needed, that will be done as well.

He emphasized that DeIDOT will work very closely with the local law enforcement. They can inform DeIDOT what is needed to accomplish this. He stated that DeIDOT has been doing this on all projects statewide.

He then referenced a drawing showing the lane closures.

Another drawing showed the NE Front Street crossover closure. Mr. Nagyiski said that was needed because of Hitchens Tire and Atlantic Concrete trucks making that northbound left into town. They do not want those trucks going north because of the truck restriction on NE Tenth Street. The intent is to catch the traffic south of SR 36. They can then take SR 36 through town to Rehoboth Boulevard/Business Route 1 back to Route 14/Front Street. This will allow Hitchens Tire and Atlantic Concrete to get their trucks to their facilities using Rehoboth Boulevard.

Mr. Nagyiski confirmed that their public relations department has reached out to all large businesses and industries as well as the school district. The school district will be included in tomorrow morning's meeting to ensure they have accurate information.

Mr. Brooks agreed they have done a good job informing people, noting he has seen this on television as well as in several newspapers.

Mayor Shupe said he is aware the detours are a lot to work through. But when he and the city manager spoke with DelDOT, their concern was getting this done before Memorial Day. The only thing they can do is get the information out. He is aware that a lot of people will become very irrate and asked that everyone encourage them to be patient.

Mr. Nagyiski then stated that those heading westbound on New Wharf Road will be forced to make a right to go north on Route 1; they can then make a u-turn at NE Tenth Street, head over to US 113 and head south to SR 36. Those traveling eastbound on NE Front Street/Route 14 will be forced right to go south of Route 36, make the u-turn and come back north.

He reiterated that DelDOT will be monitoring this situation with five portable cameras to observe any issues and will respond accordingly.

The controller at the Johnson Road light in Lincoln will also be changed to get better timing.

Mr. Nagyiski announced that if the city has any problems with the project, #77 goes directly to the transportation management center which is a 24/7 operation. They will immediately get in touch with the contractor and inspection staff, in addition to himself.

Mayor Shupe thanked Mr. Nagyiski for all the work and planning on this project.

COMMUNICATIONS

All items included in packet.

UNFINISHED BUSINESS

Planning Commission Appointment/Andrew Fulton/15 East Clarke Avenue

Mayor Shupe recognized our former Planning Commissioner Chairman James Burk who will be sworn in as the Second Ward Council Representative on May 4th. He noted that Mr. Burk recommended Mr. Fulton's appointment.

Mr. Burk reported that he and Mayor Shupe recently met with Mr. Fulton. Serving on the planning commission since 2008, he feels he knows what is needed for this position. Mr. Burk has served with Mr. Fulton on other boards and he is confident he will do a good job on the commission.

Mr. Grier moved to appoint Andrew Fulton to the City of Milford Planning Commission, seconded by Mr. Pikus. Motion carried.

Board of Adjustment Appointment/Ronald Baker/515 Lakeview Avenue

Mr. Medlarz reported that when Mayor Shupe asked him for a recommendation, he immediately thought of Ron Baker. Mr. Baker worked for the USDA for many years in a function as a hearing officer. When the mayor and Mr. Medlarz interviewed him, he indicated he has written more than 1,000 hearing determinations. Therefore, they feel he is very qualified to serve on the board though it took a little convincing for him to agree.

Mr. Medlarz believes he will accept the appointment if approved by council.

Mr. Pikus moved to appoint Ronald Baker to the City of Milford Board of Adjustment, seconded by Mr. Grier. Motion carried.

Update/First State Manufacturing/City Land Sale/Exchange

Mr. Medlarz said he has made some progress on the potential land sale and exchange with First State Manufacturing. He asked First State Manufacturing (FSM) Representative David Hitchens to provide several related documents. Included was a full appraisal report of both parcels in question. One being the lot in the city's Independence Commons Business Park at the corner of Canterbury and Airport Road; the other is a portion of the FSM parcel on SE Fourth Street. Also requested was a potential lot consolidation survey that would show the full extent of the parcel to be gained by the city and the boundary and revised description.

The city manager has also reviewed the underlying lease agreement between Milford Little League and First State Manufacturing which is in effect until FSM sells their property. If that occurred, the lease agreement would become null and void.

He also went out to the site to ensure it is an appropriate decision; after observing the improvements on the site, it appears to be a win-win for an exchange.

Mr. Medlarz reported that Mr. Hitchens insisted there would be no money exchanging hands as was previously agreed. Mr. Medlarz informed him that state code prohibits municipalities to dispose of real property unless the municipality receives at minimum, the appraised value. With the land exchange, the cost difference is \$40,000.

Mr. Medlarz recommends that council approve the land exchange and the \$40,000 cost difference.

He said that Mr. Hitchens responded by stating that he would have to take the offer to FSM's Corporate Board. If approved, they would ask their attorney or our solicitor to draw up an extended sales agreement. That would allow them to roll over their finances for the construction in Independence Commons to prevent having to buy the land.

Mr. Medlarz said Mr. Hitchens requested an indefinite time frame but was told that would not be in the city's best interest and a cap would be more appropriate. Mr. Hitchens then agreed the expansion would occur within 24 months. The city manager recommends between 24 months plus 6 or 24 months plus 12 as an appropriate time line.

Earlier this evening, Mr. Medlarz received an e-mail from Mr. Hitchens stating he had preliminary buy-in but would have to meet with the bank to ensure they would work with them and release the appropriate notes.

Mr. Medlarz informed him he would not place the matter on the agenda for a vote unless all documents, including a concurrence from the bank, was received. He is only bringing this to council should they feel the proper legal channels are not being pursued.

Mr. Morrow confirmed that First State Manufacturing must comply with the deed requirements to build within two years after settlement. Mr. Medlarz stated that is correct.

Approval/SE Water Tower Logo

City Manager Medlarz referenced the drawings of the two logos suggested by council at a previous meeting. He said the 'Milford-River Town, Art Town, Home Town' is the official branding; the banded logo is more centered on the tank. The additional cost for the extra letters is \$3,070 per side.

Council needs to decide whether to add the official logo, have it on one or two sides or stay with the 'Milford Buccaneers' plan which has no additional costs.

Mr. Mergner does not feel the additional wording is worth the additional \$3,070. Mr. Pikus feels that 'Milford' on the storage tank is adequate.

DBF Engineer Randy Duplechain was present. He reiterated the 'Milford Buccaneers' design, similar to the Tenth Street tank design is already in the plan on one side. He explained the opposite side of the tank faces the forest and would not be visible. He clarified the additional \$3,070 is the cost of the design change on one side only.

City Manager Medlarz further explained that the current project includes 'Milford Buccaneers' on one side for \$10,000 (\$20,000 for both sides). If council switches to the branding logo 'River Town, Art Town, Home Town' there would be an additional cost of \$3,070 per side.

Ms. Wilson thought council had decided on River Town, Art Town, Home Town; Mr. Pikus noted that council had originally voted on 'Milford Buccaneers'. Mr. Medlarz agreed but recalled council directing him to get a price on the branding.

Mayor Shupe feels that the water tower on Route 1 should have the branding logo which is a form of advertising. He supports the 'Milford Buccaneers' lettering but believes it is more appropriate on the Tenth Street tower. He added that people riding by on Route 1 do not know what a Milford Buccaneer is but believes the 'River Town, Art Town, Home Town' logo will entice them to come into town.

Ms. Wilson agrees that we have worked hard to promote the river and art; the language 'home town' speaks for itself.

Council then discussed which side of the tank would be most visible. Mr. Medlarz said he and the mayor have discussed a couple options. To be visible northbound and southbound, it should be directly facing the highway. Facing it directly east also provides the ability to place one on the backside though it will only be seen from Route 30.

Right now, the city manager pointed out that the current project price includes the design on the one side facing east.

Ms. Wilson moved to approve the 'Milford-River Town, Art Town, Home Town' logo, stacked version, on one side facing east and approve the additional \$3,070, seconded by Mr. Starling.

Mr. Brooks asked if we should consider the hospital adding it would be a great way to direct people to their site. Mayor Shupe pointed out that DelDOT will install directional signs to the hospital and because of its size should be very visible in that area.

The motion carried by the following roll call vote of 5-3:

Mr. Mergner feels the branding idea is a great idea but does not think the art work pops for him. Because of the number of lines, River Town, Art Town, Home Town will be difficult to see when people are driving at high rates of speed on Route 1. He prefers it only say 'Milford' at this point and does not want to spend the additional money and votes no.

Mr. Grier agrees it should be left the way it was planned and not spend the additional \$3,070. He votes no.

Mr. Pikus votes to leave it as was originally planned and votes no.

Mr. Gleysteen votes yes adding that the city spent a lot of money developing their branding and feels it is a good way to advertise.

Mr. Brooks votes yes and recommends we proceed.

Mr. Morrow votes yes adding that it will be to our advantage to display the branding.

Mr. Starling and Ms. Wilson both voted yes.

When asked how big the writing will be, the city manager stated that someone paying attention should be able to read it.

Mr. Brooks feels that because of the tower location, people traveling south will already be past Milford. Mr. Medlarz said that Mr. Brooks has a good point. If he had to vote, he would have faced it south because northbound traffic has the next two exits to enter the town. Anyone driving south has already passed us.

Ms. Wilson said that most people on that road will travel in one direction and return in the opposite direction at some point. Someone seeing the tower after passing Milford will have the opportunity to stop when they return from the beach, for example.

Authorization/Funding Source Clarification/Electric Reserves/Customer Service Center/Window & Drainage Improvements

Mr. Medlarz said he was reminded by the city's finance director, that when council approved the package for the window and drainage improvements, we exceeded the \$100,000 set aside for improvements. Though council approved the use of electric reserves, the motion neglected to raise the limit on this authorization.

He has discussed the matter with the finance director and in addition to the bills related to the window and drainage improvements, Customer Service Manager Debbie Johnson and the city manager have agreed some other minor improvements are needed. For example, something is needed in the basement so that the storage boxes can be lifted off the concrete floor and the second floor needs to be painted. As a result, they are requesting a \$10,000 increase in the construction allowance which would increase from \$100,000 to \$110,000 along with the \$4,000 and other changes already approved by council.

Approving the additional \$10,000 will permit the completion of the fit out of the basement and second floor painting and upgrade.

Mr. Pikus confirmed the additional funds will come out of electric reserves; Mr. Medlarz stated that council already approved the funding though a motion is needed to increase the allocation so that some minor issues can be addressed. He prefers it handled in this manner to prevent coming back with three small increases. As a result, he and Ms. Johnson are asking for the increase.

Mr. Pikus moved to increase the customer service project allocation limit from \$100,000 to \$110,000 to be paid from electric reserves, seconded by Mr. Brooks. Motion carried.

Update/Milford Gateway Signs/State Route 1

City Manager Medlarz advised that state legislation was passed that allows municipalities to erect gateway signs though restricted by size limitations. He noted that council was previously presented a sign that greatly exceeded the size limitation. Because council was not made aware of that, it was approved which is the reason Mr. Medlarz is bringing the matter back.

He explained that DeIDOT is willing to consider something slightly larger than the gateway sign, though it must include a directional component. The branding 'River Town, Art Town, Home Town' has no directional component. As a result, Mr. Medlarz suggests 'Historic Downtown and Riverwalk Next Exit' or something similar.

Mr. Grier asked if it could read 'River Town, Art Town, Home Town Next Exit'. Mr. Medlarz explained the intent is to direct travelers to an attraction.

The city manager clarified it can be larger only if it includes a directional component. Without a supporting motion from council approving what is being recommended, there is very little chance DeIDOT will accept it. Though he feels this is somewhat of a stretch, there are two components other than the approval of the sign.

Mr. Medlarz reported there is a sign on the north end of the city that states 'Welcome to Milford' that holds additional signs for the nonprofit organizations in Milford. That sign would have to be removed because the city is not permitted two gateway signs.

The nonprofit organization signs could then be mounted beneath the new gateway sign. Initially DelDOT indicated they would have to be eliminated because there have no directional components and nothing permits a nonprofit organization to place a sign on a state highway.

Mr. Pikus asked if a larger sign will increase the cost of the Milford sign; he recalled the initial proposal was \$30,000 which is the threshold before public bidding is required. Mr. Medlarz said it will be fine and explained that at this point, we are trying to get a permit. Any other issue will need to be discussed later. He reiterated there is no guarantee that DelDOT will issue the permit regardless.

Mayor Shupe reported that DelDOT only allows 60 square feet which he compared to a piece of plywood. He said they tried to come up with something unique in a larger sign to attract visitors into Milford.

Mr. Pikus likes the idea of historic downtown and the river and feels it will attract people to Milford.

Mr. Pikus moved for approval to erect a gateway sign in accordance with Senate Bill 159 signed into law last year, which allows gateway signage on state highways, seconded by Mr. Starling. Motion carried.

Approval/Tyler Technologies/CLT 2015 Base Contract Amendment

Mr. Medlarz recalled this contract was discussed at the last meeting and council asked for additional information. He explained there are two components of the contract. Under this arrangement Tyler Technologies, provides commercial use field work, building permit assistance and interim year valuation updates associated with new construction or existing building improvements. In addition, they perform other related tasks such as appeal hearings.

He advised that we have not yet been billed for the FY15 software maintenance though he believes we will be within budget. He recommends approval of the amendment's per diem rate of \$685 per day for all hourly services provided by Tyler's staff, not to exceed \$10,000 for the on-call contract and \$6,500 for software maintenance.

The city manager explained that previously he was seeking a \$20,000 approval but has reduced that to \$10,000 and \$6,500.

Mr. Pikus asked if this is two contracts; Mr. Medlarz explained the 2009 contract had endorsements and the software maintenance was one of the endorsements in Article 26. The agreement also has a clause for additional time and services under Article 23.

He reiterated the open contract dates back to 2009.

Mr. Pikus moved for approval of the Tyler amendment at the per diem rate of \$685 per day and hourly services, not to exceed \$10,000, and approval of software maintenance costs not to exceed \$6,500, seconded by Mr. Gleysteen. Motion carried.

Adoption/Resolution 2015-03/Downtown Milford Master Plan Funding/Andrew Muldrow & Associates Proposal

Mayor Shupe recalled the Downtown Master Plan that council approved at the April 13, 2015 council meeting. The Delaware Economic Development Office requested an official resolution for presentation to the USDA.

Mr. Gleysteen moved to adopt Resolution 2015-03, seconded by Mr. Starling:

Funding of a Downtown Milford Master Plan Charrette and Acceptance of Andrew Muldrow & Associates Proposal

WHEREAS, the City Council of the City of Milford have found that it is in the best interests of the City of Milford, its residents, visitors and business and commercial interests to promote the development of the downtown area; and

WHEREAS, the Economic Development Committee pursues resources to assist the City in preparing a plan for promoting and encouraging commercial development of the downtown area; and

WHEREAS, the Economic Development Committee has recommended to Council that the City participate in charrettes and public meetings with Delaware Economic Development Office (“DEDO”); and

WHEREAS, DEDO is committed and prepared to provide the City of Milford and its community representatives a Conceptual Vision Plan by or before October 2015; and

WHEREAS, funding is made possible jointly by DEDO and USDA Rural Development funds, in partnership with the City of Milford.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILFORD:

The City of Milford and DEDO will enter into an agreement with Arnett Muldrow & Associates a Downtown Master Plan Charrette for a total fee of \$27,250 to include all professional fees and project-related expenses.

The City of Milford intends to fully participate in the comprehensive charrette/planning process as conducted by Arnett Muldrow & Associates as set forth in the proposal approved by Milford City Council at its meeting on April 13, 2015.

City Council acknowledges that this process will be a broadly inclusive process and ensures it will be accessible to the Milford Community which includes input and participation of residents within the “Greater” Milford area. Announcements for public participation and input shall be made through media outlets, as well as social media, and made in a timely fashion to ensure strong and broad community participation.

To the best of its ability, the City of Milford agrees to implement as many aspects of the strategic plan that are possible, subject to edits that may be necessary during its development to ensure the implementation of the many elements of the plan over the next several years;

City Council will strive to work together in unity toward common goals that will result in the creation and adoption of the final strategic plan.

As a match to the City contribution of \$3,250, DEDO will pay \$24,000 of the total costs of the Downtown Milford Plan Charrette project as approved by City Council at its meeting on April 13, 2015.

At that meeting, City Council committed \$20,000 as a minimum, toward the implementation of the final, adopted plan by December 2015, with this expenditure to be made no later than June 2016. The intent is for additional funds to be committed by the City of Milford on an annual basis to spur success over the life of the plan.

The Mayor of the City of Milford is hereby authorized and directed to execute and deliver such memoranda of understanding and other agreements necessary to give full force and effect to this resolution adopted by the majority of City Council on April 27, 2015.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Milford to be affixed on April 27, 2015.

s/Mayor Bryan W. Shupe

Motion carried.

NEW BUSINESS

Alcohol Waiver/Milford Code Chapter 77/Downtown Milford, Inc./Riverwalk Farmers Market

Sharon Hepford of Downtown Milford, Incorporated, Farmer's Market Promotion submitted the following request:

As part of our goal to encourage community participation for our city and the region, the Farmers Market has invited local businesses and various arts' organizations to be a part of our Saturday events. Mispillion Brewing Company has requested to offer beer tasting, free to the public, on May 20th and July 25th from about 10:00 a.m. to noon. We would like your approval to include them in our festivities.

Mr. Morrow pointed out that May 20th is a Wednesday and the farmer's market is on Saturday as is stated in the letter. It was recommended that approval be granted for June 20th and July 25th. If June 20th is an incorrect date, it will need to be revisited at the next meeting.

Mr. Grier moved to grant an alcohol waiver for the farmer's market on June 20th and July 25th, seconded by Mr. Morrow. Motion carried by a 7-1 vote with Mr. Starling casting the dissenting vote.

Approval/FY 2014-2015 Budget Adjustment/Additional Funding/Maple Avenue Culvert Repair

Mr. Medlarz reported that this project is complete; the original approval by council was for \$17,658. The initial plan did not succeed because of sand entering the bottom of the culvert. However, a new plan to insert a smaller PVC pipe in the culvert, build a bulkhead at each end and grout the annular void was successful.

This repair was slightly more expensive and totaled \$3,750 though it resulted in a much longer repair life in the city manager's opinion.

Mr. Mergner asked why the longer life option was not considered initially; Mr. Medlarz explained it was the result of a more in-depth investigation. Without pumping it down and removing the debris from the inside, we were unaware of the new option.

He feels this saved a great deal of money considering the first proposal was from an outside contractor. This work was done in-house at a substantial savings with some help from a masonry contractor.

Mr. Gleysteen moved for approval of \$3,750 from the Municipal Street Aid Fund to cover the addition costs needed to complete the Maple Avenue Culvert Repair Project, seconded by Mr. Grier. Motion carried.

Approval/C&C Drywall/DBF Invoice/General Fund Reserves

Mr. Medlarz referenced an invoice from Davis, Bowen and Friedel in the amount of \$447.50 for professional services to amend the city's business park subdivision plan. He explained that the city manager periodically requests engineering services and in this case, the previous city manager asked for this service.

The work was requested to allow C&C Drywall to expand their site which required the purchase of some city land. All applicable documents have been forwarded to City Solicitor David Rutt.

Mr. Medlarz noted that city administration does not have an engineering budget though he learned he has a discretionary account. He does not feel it is appropriate to bury legitimate expenses in a discretionary budget.

Mr. Medlarz will request a portion of the discretionary account be allocated to engineering services as requested by the city manager. Currently, engineering services are only allocated in the water, sewer, street and electric budgets. This case involves surveying that was needed for C&C Drywall to purchase additional land.

He reiterated the best way to handle similar transactions in the future is to create a management engineering budget versus the use of discretionary funds. Though he understands council does not need to approve this, Mr. Portmann and he both discussed and agreed this is a much cleaner approach to handling such bills.

Mr. Pikus pointed out that can be done through the next fiscal year budget. Mr. Medlarz agrees but wanted to present this to council and show why it makes sense. He recalled that council had previously approved the C&C Drywall expansion. This work is needed so that they can proceed.

Mr. Pikus moved to approve payment of the DBF invoice in the amount of \$447.50 from General Fund Reserves, seconded by Mr. Starling. Motion carried.

Approval/SE Milford Utility Plan/DBF Invoice

Mr. Medlarz reported the SE Milford Plan is a similar example. He said that he initiated this because the PLUS project was needed for Bayhealth to proceed. The PLUS project is a city function because the city is amending its SE Master Plan. The total invoice is \$657.50.

The city manager advised that the documents were received today. This will be going to the planning commission who will be making a recommendation to council in the near future.

This amendment has the full cooperation of the state planning office, though some additional utility information was requested. Because it was not in the appropriate form, Mr. Medlarz requested the engineers move forward and include the digital maps.

This is another case where city council wanted something done though funding was needed to accomplish it. Though it is not necessary for council to vote on financing each project, the city manager will continue to add them to his report.

Mr. Pikus moved for approval of the \$657.50 expenditure to be paid from the city manager's discretionary account, seconded by Ms. Wilson.

Ms. Wilson asked if council has seen these in the past; Mr. Medlarz said that the former city manager would have used his discretionary fund which is what Mr. Portmann advised him to do. But because these are legitimate expenses, he feels they should be allocated and categorized. It would then be in the transparency of auditing.

He recalled when city council asked to move the Bayhealth project through the city process. The PLUS process is part of that process. Mr. Medlarz would be very willing to authorize payment out of a city administration engineering services line item but uncomfortable paying out of discretionary account.

Mr. Pikus agreed adding that will be taken care of during the budget review and funds allocated for engineering in the city hall budget. That will prevent him from paying out of the discretionary account in the future.

Mr. Medlarz said he will not ask for an increase in the dollar amount and will only ask for a re-allocation of those funds to be placed in an appropriate account.

Motion carried.

Introduction/Ordinance 2015-04/Zoning Code Amendment

Mr. Medlarz introduced the following ordinance:

Ordinance 2015-04

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on an amendment to the City of Milford Zoning Code on Tuesday, May 12, 2015 at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Monday, May 26, 2015 at 7:00 p.m. before Milford City Council. Following the hearing, Ordinance 2015-04 may be adopted, with or without amendments.

WHEREAS, the City has received inquiries from persons interested in opening and operating establishments serving alcoholic beverages in addition to serving food; and

WHEREAS, the Code of the City of Milford, particularly the zoning code, does not directly address these types of businesses; and

WHEREAS, the City Planning Commission and City Council believe these types of businesses may be beneficial to the City of Milford if located in appropriate areas within the City where they would be compatible with the surrounding area and if they are regulated appropriately to minimize negative impact and to protect the public health, safety and welfare of the public.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford by Amending Chapter 230 entitled Zoning,

Section 2.

Article I-General Provisions, 230-4 Definitions and word usage is hereby amended by adding the following:

Alcoholic Beverage - Any fermented liquor or malt beverage, such as wine, beer, or distilled spirit that contains ethyl alcohol, or ethanol, as an intoxicating agent.

Section 3.

Article VIII-Miscellaneous Provisions, 230-44 Prohibited Uses is hereby amended as follows:

*D. All establishments involving the sale of alcoholic beverages either on or off premises which are located within 1,000 feet of any public or private school, day-care or child care center or church, **unless either food is prepared and served or alcoholic beverages are produced in said location.** Approval to sell alcoholic beverages at special events or gatherings for a period of time, not to exceed three days, may be granted if approved by City Council.*

Section 4. Dates.

Planning Commission Review and Public Hearing: May 12, 2015

City Council Introduction: April 27, 2015

City Council Public Hearing: May 26, 2015

Adoption (Projected): May 26, 2015

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

Mr. Medlarz reported that the current ordinance restricts the sale of on-site and off-site alcoholic beverages within 1,000 feet of various functions such as churches, daycares, schools, after-school programs, etc.

If this ordinance was properly enforced today, the city would be unable to issue a permit for any new downtown business serving alcohol today. As a result, some exceptions were needed to assist in Mayor Shupe's attempt to bring a nice venue to the downtown area. Any entity wanting to serve alcoholic beverages on site or brew or distill alcohol would be denied by code.

He does not believe this was intent at the time the ordinance was written. Therefore, an exemption is being added to allow establishments with food services or who engage in the production of alcoholic beverages on site. This then permits brewing/distilling alcohol and brewpubs or similar businesses. A new liquor store would not be permitted because it would not have the food service exception and/or the alcoholic beverage production component.

Mr. Gleysteen asked if this would allow a brewpub with a bar, where alcohol was manufactured but no food was served; Mr. Medlarz explained that food would not have to be served because a brewpub like Mispillion Brewery would be permitted downtown where the beer is made.

He said the mayor and he crafted this as narrowly as possible to allow those type establishments that have become very popular today. The current ordinance prohibits them.

Mr. Pikus confirmed it can still be changed and he will review it further.

Ms. Wilson asked if it is public knowledge of the interested parties; Mayor Shupe said this does not reflect a particular business or a specific location. The intent is to provide a manner in which to pursue restaurants or brewpubs. Right now, it is not permitted.

Mr. Rutt then informed council there is no discussion, the ordinance is only being presented and has been scheduled for a public hearing at a later date.

Police Committee Recommendation/Parking Restrictions/Downtown Milford

Police Committee Chairman Morrow reported that Chief Hudson received a complaint regarding the mix of parking regulations on Walnut Street from Causey Avenue to Front Street in the downtown area.

Chief Hudson, along with Councilman Pikus, met with one of the downtown merchants who polled the other businesses on their preference in regard to parking restrictions. The majority selected two-hour parking Monday through Saturday from 8:00 a.m. to 5:00 p.m.

As a result, the committee recommends to council that parking on Walnut Street from Causey Avenue to NW Front Street be restricted from Monday through Saturday 8:00 a.m. to 5:00 p.m. In addition, Chief Hudson would review that area with the Street Superintendent to ensure all signs will be consistent.

Chief Hudson also noted that he will contact DelDOT to ensure they are in agreement once council approves the recommendation.

The chief advised the main issue is that some vehicles are parking in these spaces for three or four hours. Making the restriction uniform will not only make it easier for the police to enforce but for downtown visitors to fully understand the intent.

Mr. Pikus agreed there was no continuity and each sign stated something different. Some said no parking from 9:00 a.m. to 5:00 p.m. Monday through Friday, others stated two-hour parking from 8:00 a.m. to 4:00 p.m., etc.

Mr. Grier moved, seconded by Mr. Pikus that all parking signs in the downtown area on Walnut Street from Causey Avenue to NW Front Street have a two-hour time limit, Monday through Saturday from 8:00 a.m. until 5:00 p.m. and any other signs reflecting otherwise be removed. Motion carried.

FY 2014-15 Budget Adjustment/AC Schultes Proposal/Well 2/Water Fund Reserves

The city manager said there were some water issues last week when well 12 went out of service early Tuesday morning. He said without the largest producer, the city is unable to meet peak demand on the water demand side. Once they assessed the situation and determined a major repair was needed, the pump was pulled and steps were taken to have the producer back in service late Friday afternoon. In order to handle this, the city, Perdue and Seawatch came up with a planned schedule to allow processing changes at both facilities. This provided the city with continued fire protection and drinking water.

Mr. Medlarz said the repairs were made under his authorization without council approval because the powers of the charter give the city manager emergency authorization.

He then referenced a bill from AC Schultes for a new submersible pump for well 2 in the amount of \$17,683. He said this is a continuing effort to improve our water supply in the interim until the new Washington Street facility and new SE Milford facility are complete.

The plan is to temporarily install a pump in the well facility beneath the water tower that will allow a connection to our system. That would later be modified once the water treatment plant is on line. It would handle any potential issue in this interim window.

In addition, he is seeking council authorization to buy one spare pump which will fit into one of two largest producers should another problem occur.

He emphasized we do not have a problem right now but need to be better prepared for the interim period of time should anything occur. He said we were never in danger of jeopardizing the health and safety of our residents.

When asked to clarify, the city manager further explained the city could not meet the peak daily demand with our current supplies.

Mr. Pikus confirmed that the city manager wants to buy a pump for one of the two largest wells. Mr. Pikus asked the cost; Mr. Medlarz said he has not gotten the quotation and wanted council approval first. However, it will be less than the authorized spending limit of \$30,000. He will bring it back for council approval and update council on the process.

Mr. Pikus feels that from a safety factor it would be prudent to have a backup pump; he recalls when we lost pressure in one of our towers which caused the loss of water a few years ago.

Ms. Wilson asked the city manager to start from the beginning because she is unfamiliar with what occurred. Mr. Medlarz explained that on Tuesday morning a week ago, he received a call notifying him that well 12 was no longer producing. Upon further investigation later that day, it was determined it could not be put back into production.

Because we could not meet the demand that day, he began to contact our largest industries on Wednesday.

The city could have run into a non-desirable situation by dropping to unacceptable levels sometime between mid Wednesday and early Thursday morning. As a result, supply lines were adjusted though the logistics were not interrupted. However, there was an economic impact to the industries. They had to reroute some product and reduce some operations. He is not saying this did not impact them though it was much less than if it had been an emergency shutdown. Once we reach the levels in our storage tank reservoirs from a life/safety perspective, he would have notified the industries to discontinue operations.

Mr. Medlarz feels they would have asked why the city had not been prepared through better planning.

Mr. Brooks said he has talked about routine maintenance for years and asked if that would have prevented this; Mr. Medlarz stated yes. Mr. Brooks asked if the city manager is planning that effort now; Mr. Medlarz assured Mr. Brooks he has taken some measures to prevent this from occurring again.

He suggests a pump be installed into the well under the water tower that is part of the Washington Street water plant. This will temporarily allow a connection into the distribution system should this situation arise. He emphasized this will not fix the problem 100% because it is a much smaller producer.

Mr. Medlarz said this would be a stand-alone motion noting that he has a quotation should council concur with his assessment.

Mr. Gleysteen moved to approve a pump be installed in the well beneath the water tower that is part of the Washington Street water plant, to temporarily allow a connection into the distribution system, seconded by Mr. Morrow. Motion carried.

Mr. Medlarz then reiterated this does not take care of the largest producer that is now out of service. He noted there are spare motors for the pumps but no spare pumps. It is unlikely these pumps will go down with proper maintenance, though it can occur as Mr. Pikus referenced earlier. Having a spare pump unit of the larger size is a good insurance policy because it was difficult to find a unit to fit in this well.

He asked for another motion requesting the city manager to pursue this for final council action once he receives the quotation.

Mr. Grier moved that the city manager proceed with obtaining a proposal to purchase a spare pump for one of two largest producers as has been discussed by Mr. Medlarz, seconded by Mr. Brooks. Motion carried.

Update/Fisher Avenue Replacement Pump Purchase

Mr. Medlarz reported that he is taking some steps to prevent similar issues from happening on the sewer side. There are two things occurring with the pump station. One of the three pump units is down; the other pump unit has non-functioning valves. As a result, we are depending on one pump which is an undesirable situation. The replacement pumps are still made and will properly fit.

This is part of the package in the next action item.

He received a quotation for the pump and one spare motor today. It is above the \$30,000 threshold so he will not ask for approval today but will present the matter in two weeks. At that time, a parts purchase will be put on the agenda in addition to installation costs. He said city staff is being taught to complete these more complex tasks and believes they can handle this.

Council agreed that is a good approach.

Authorization/Letter of Intent to Meet Conditions/Sewer Project Phase II

USDA Representative Lisa Fitzgerald met with the city manager today. The funds for phase II will be made available. Council already authorized Mayor Shupe and the city manager to execute the letter of conditions for phase I. He reminded council that phase I was a \$2 million project of which the city provided \$600,000 and USDA provided \$1 million in grants and \$400,000 in loans.

The referendum was not discussed at that time because they were waiting for phase II to be allocated. He reported that he and the mayor can now execute the documents. He has already executed part of the documents in anticipation that Ms. Fitzgerald would shred the papers if council did not authorize this letter.

He explained the conditions are the same; the only change is the dollar amount. The city will receive a second \$1 million grant, \$1 million loan for a total package of \$4 million in sewer expenditures.

Mr. Medlarz noted the previous agenda item is an urgent matter than could not be postponed until the voters approve the referendum and the project was underway.

In the meantime, Mayor Shupe and Mr. Medlarz have run a number of funding scenarios. They will approach voters with the intent to repay the loan at no cost to our customers. He feels this can be funded from impact fees without increasing the rates.

He explained that most of these projects either preserve or increase our capacity.

Mr. Grier moved to authorize the letter of intent to meet conditions be signed, seconded by Ms. Wilson. Motion carried.

EXECUTIVE SESSION

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation (Union Contract)

Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements (Right-of-Way Acquisition)

Mr. Grier moved to go into Executive Session reference a strategy session and site acquisition discussion seconded by Mr. Starling. Motion carried.

Mayor Shupe recessed the Council Meeting at 8:44 p.m. for the purpose of an Executive Session as is permitted by Delaware's Freedom of Information Act.

Return to Open Session

City Council returned to Open Session at 9:45 p.m.

Union Contract

Mr. Morrow moved to authorize Mr. Medlarz to negotiate in accordance with the recommendations as were discussed in Executive Session, seconded by Ms. Wilson. Motion carried with Mr. Brooks abstaining.

ADJOURN

With no further business, Mr. Grier moved to adjourn the Council Meeting, seconded by Mr. Starling. Motion carried.

The Council Meeting was adjourned at 9:47 p.m.

Respectfully submitted,



Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
May 4, 2015

The Annual Organizational Meeting of Milford City Council was held Monday, May 4, 2015 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall at 201 South Walnut Street, Milford, Delaware.

PRESIDING: Honorable Mayor Bryan W. Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier III, S. Allen Pikus, James Burk, Owen Brooks, Jr., Douglas Morrow and James Starling, Sr.

City Manager Hans Medlarz, Police Chief Keith Hudson and
City Clerk/Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt

CALL TO ORDER

Mayor Shupe called the Monthly Meeting to order at 7:11 p.m.

INVOCATION AND PLEDGE

The invocation, given by Councilman Starling, followed the Pledge of Allegiance.

CERTIFICATION BY BOARD OF ELECTION

Mayor Shupe welcomed everyone present.

He then stated that pursuant to 15 Del.C §7558 of the Delaware Code titled "Election results; recounts; contests" reads as follows:

"A person certified as being elected shall not take office before the seventh day following certification of the election."

The Election Board of the City of Milford, consisting of Karen Boone, Joanne Leuthauser and Phyllis Fox, shall be Judges of the election and shall decide upon the legality of the votes offered. Because no election was necessary this year, I am reading the certification letter, duly signed by each of the three members dated April 26, 2015, into record:

Honorable Mayor and Members of City Council:

There being only one candidate for each Office of Council Member in Ward One, Ward Two, Ward Three and Ward Four, the Election Board of the City of Milford hereby declares the following candidates elected for a two-year term beginning May 4, 2015:

*Christopher H. Mergner - Ward One
James F. Burk - Ward Two
Douglas E. Morrow Sr. - Ward Three
James O. Starling Sr. - Ward Four*

Said candidates are entitled to assume office without a formal election pursuant to 15 Del.C. §7555(j) which states as follows:

§7555. Candidates; eligibility; declaration of candidacy.

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§7555. Candidates; eligibility; declaration of candidacy.

(j) Where the number of qualified candidates for an office is equal to or less than the number of seats up for election, the Board of Elections shall declare the candidate or candidates elected.

*Respectfully submitted,
City of Milford Board of Elections*

ELECTION REPORT

City Manager Hans Medlarz read the official results of the 2015 City of Milford Election:

“Due to uncontested races for the First, Second, Third & Fourth Ward Council seats, the Annual City of Milford Election scheduled for April 25, 2015 was officially canceled.

State law permits an unchallenged candidate to assume office without a formal election pursuant to 15 Del.C. §7555(j).

Given, First Ward Councilman Christopher H. Mergner, Third Ward Councilman Douglas E. Morrow and Fourth Ward Councilman James O. Starling, Sr. will retain their respective seats; James F. Burk has been elected to fill the recently vacated Second Ward Council seat, all to serve two year terms beginning this date, the 4th day of May 2015.”

OATH OF OFFICE

Mayor Shupe announced that Honorable William J. Walls, Jr. of Kent County Family Court, was present to administer the Oath of Office to City Council.

Judge Walls first administered the Oath of Office to First Ward Councilman Elect James F. Burk (first year term).

Following, the Oath of Office was administered by Judge Walls to Council Members, as follows:

Christopher H. Mergner - Ward One
Douglas E. Morrow Sr. - Ward Three
James O. Starling Sr. - Ward Four

Family members participated in the ceremony.

After the swearing in procedure concluded, the reelected Council Members signed their Oaths of Office.

Mayor Shupe then welcomed Councilman Burk stating that he knows him personally and believes he will serve the city well noting he has a very positive outlook for its future.

He also thanked Councilmen Mergner, Morrow and Starling for serving their city again. He feels that this group works well together, has the vested interested of the residents and will get a lot accomplished over the next couple years. He then congratulated each councilman.

VICE MAYOR NOMINATION & ELECTION

Mayor Shupe then opened the floor to nominations for Vice Mayor.

(j) Where the number of qualified candidates for an office is equal to or less than the number of seats up for election, the Board of Elections shall declare the candidate or candidates elected.

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VICE MAYOR NOMINATION & ELECTION

Mayor Shupe then opened the floor to nominations for Vice Mayor.

Councilman Grier nominated Councilman Morrow; the nomination was then seconded by Mr. Brooks.

Mr. Pikus moved that nominations be closed, seconded by Mr. Brooks. With no further nominations, nominations were closed.

All present voted in favor of electing Councilman Morrow as the Vice Mayor with no one opposed.

CITY SOLICITOR APPOINTMENT

On motion of Mr. Grier, seconded by Mr. Brooks, Esquire David Rutt was reappointed Solicitor for the City of Milford.

All present voted in favor of reappointing David Rutt as the City Solicitor with no one opposed.

WORKFORCE DEVELOPMENT COMMISSION REAPPOINTMENTS

Motion made by Mr. Mergner and seconded by Mr. Grier to reappoint the following persons as Workforce Development Commissioners:

Mayor Bryan Shupe
Sylvia Henderson*
Councilwoman Katrina Wilson
David Markowitz
Grant Curtis

*MSD Designee for Superintendent

Motion carried with no one opposed.

OUTGOING COUNCILMAN DIRK GLEYSTEEEN

Mr. Brooks thanked outgoing Councilman Dirk Gleysteen for his service on council.

Mayor Shupe then thanked Mr. Gleysteen adding that he was always the finance person who always looked at numbers before anything else. He thinks that is an area council needs to continue to concentrate on as a responsibility to our citizens.

Mr. Gleysteen then congratulated Mr. Burk and wished him luck in this new endeavor.

CERTIFICATES OF OFFICE

Certificates of Office were then distributed to the newly elected Council Members.

ADJOURN

Mr. Morrow moved to adjourn the Organizational Meeting, seconded by Mr. Burk. Motion carried.

The Meeting adjourned at 7:37 p.m.

Councilman Grier nominated Councilman Morrow; the nomination was then seconded by Mr. Brooks.

Mr. Pikus moved that nominations be closed, seconded by Mr. Brooks. With no further nominations, nominations were closed.

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The Meeting adjourned at 7:37 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

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City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
May 11, 2015

The Monthly Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, May 11, 2015.

PRESIDING: Mayor Bryan W. Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier III, S. Allen Pikus, James Burk, Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Hans Medlarz, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Shupe called the Council Meeting to order at 7:04 p.m.

INVOCATION & PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

APPROVAL OF MINUTES

Motion made by Mr. Pikus, seconded by Mr. Burk to approve the minutes of the April 13, 2015 Economic Development Committee, April 13, 2015 Council Meeting and April 20, 2015 Police Committee Meeting. Motion carried.

RECOGNITION

No special guests in attendance.

MONTHLY POLICE REPORT

Police Committee Chair Morrow presented the monthly police report on behalf of Chief Hudson, noting they have been extremely busy this month, and in particular this past weekend. Mr. Pikus moved to accept the monthly police report, seconded by Ms. Wilson. Motion carried.

Mr. Pikus thanked Chief Hudson noting this was a very busy weekend on the highways and there was a good presence of our police department. Chief Hudson and Lieutenant Bailey were both on site and it was a job well done.

CITY MANAGER REPORT

Mr. Medlarz presented the following report:

Administration:

- * *Made additional contacts with key business (KSI)*
- * *Presented Bayhealth campus planning efforts at DelDOT*

He said that planning with Bayhealth and DelDOT is moving along. Right-of-way acquisitions are still being considered with a meeting scheduled this week.

- * *Continued public works agreement effort for Southeast Utility Expansion*
- * *Continued electric tariff reviews for introduction to council in May*

The tariff will be presented at the workshop in May for review and discussion.

** Continued negotiations with First State Manufacturing associated with the potential land exchange*

The city manager met with FSM Representative Dave Hitchens at which time a new plan was submitted. More information is needed on the parcel they are trying to create because it has become a non-conforming lot.

Mr. Medlarz recalled that FSM and he had reached a consensus though it had been changed since it was voted on. Because council is unable to create a non-conforming parcel, he will follow up with additional information.

Mr. Rutt agreed that because this is contrary to the city's zoning law and cannot be approved.

** Continued Parcel Consolidation/Rezoning effort for Perdue*

He continues to work on the Perdue issue with Christine Crouch and the new Planning Coordinator Rob Pierce. He and Mr. Pierce met with State Planning today because their requested zone does not comply with the Comprehensive Plan. As a result, a plan amendment is needed and is being prepared.

State Planning Director Connie Holland and he agreed the plan amendment could be reviewed by council in conjunction with the change of zone. She indicated we could proceed with the lot consolidation as long as the zoning issue is cleaned up.

** Started Watergate Force Main Construction for Sewer Transmission capacity increase*

The force main construction is proceeding and is a couple weeks away from final completion. This will help the capacity on the SE side of Milford.

** Continued settlement efforts with regards to the Watergate adjoins and their counsel*

** Attended DEMEC strategic planning and Route 113-flyover DelDOT meetings*

** Concluded the hiring process of the Public Works Superintendent position*

Electric Department:

** Assisted IT in setting up new server in city hall*

** Attended a Bayhealth meeting discussing electric extensions to Southeast Campus*

** Prepared FY16 Budget Request to Finance Director*

** Participated in a conference call with DEMEC & AMP in reference to the Smart Grid project*

** Attended Watergate Subdivision pre-construction meeting for buildings 3 & 4*

** Participated in DEMEC Strategic Planning Session #1*

** Developed first quotation from VoiceNet Communications in reference to central system*

** Assisted in the relocation of planning to public works complex*

** Supervised tree trimming by Asplundh on North Street, 4th Street, Church Street, Lakeview and Hi-Line across river*

** Installed new feeders to Watergate's new buildings*

** Rewired South Washington Street well 2 power feed*

** Crews spent two days getting electric in parks ready for Bug & Bud Festival*

Streets and Solid Waste Department:

** Solid waste crews are improving communication between trucks and the office*

The implementation of the solid waste ordinance is taking place. The city manager has received some calls in recent weeks

as a result of enforcing the fact that customers with extra bulk items are being noticed. Overall, it is working well.

- * *Spring cleanup was completed successfully with Fall Clean-Up scheduled 11/30 - 12/4*
- * *Street Department crews are in the process of repairing concrete post on Southwest Front Street*
- * *Several Departments cooperated in the completion of Front Street Bridge project*
- * *Street Crews have been working on cold patching Airport Road*
- * *Street Crews repaired sidewalks with previous utility damages caused by city*

The city manager started to implement a plan that the street crews are assigned repair duties as a result of a city project. For years, if a utility pole is pulled, a hydrant moved or a water meter changed, the city has left the sidewalks in disarray. He has been making a list of the problems. Crews have handled about twelve to fifteen so far. He noted that sidewalks in general are the responsibility of the property owners. However, if it is a problem created by the city, the city needs to make the repairs.

- * *Crews repaired storm drain pipe behind BayHealth & in the public works complex*
- * *Crews started hot mix patching of potholes*
- * *Additional trash pickups are declining since the implementation of the new ordinance*
- * *New informational solid waste door tags are printed and will be distributed stating next week*
- * *Crews are seeing a lot of brush piles and staff is responding with noncompliance letters*
- * *Commingling of trash and yard waste is creating a problem for disposal since Blessings Greenhouse will not accept co-mingled loads forcing more expensive disposal at DSWA. Staff will remove container for repeat offenders*

Water and Sewer Department:

- * *Repaired storm drain on S. Washington Street*
- * *Repaired water leak on Mispillion St*
- * *Installed temporary system tie-in at well2 on South Washington Street*
- * *Replaced air release valve on Lighthouse pumping station force main*
- * *Assisted AC Schultes with well 12 repairs at the Seabury Avenue water plant*

Mr. Medlarz confirmed that work has begun on Washington Street and should be completed in the near future.

Mr. Brooks moved to accept the city manager report, seconded by Mr. Burk. Motion carried.

COMMITTEE & WARD REPORTS

No reports provided.

COMMUNICATIONS & CORRESPONDENCE

Mayor Shupe advised that the City of Milford is hosting the next SCAT meeting on June 3rd at the Rookery North. Please RSVP by the May 26th Council Meeting.

He also advised that a number of religious groups and community leaders gathered in the Bicentennial Park to worship on National Day of Prayer.

On May 16th, the NAACP will be recognizing Douglas Gibson with a Lifetime Achievement Award and the Milford Seven who were the first African Americans to graduate from Milford High School.

UNFINISHED BUSINESS

Alcohol Waiver/Milford Code Chapter 77/Downtown Milford, Inc./Riverwalk Farmers Market (Corrected Date)

Mayor Shupe recalled that at the last council meeting, DMI had submitted a letter with incorrect dates. Council approved what they thought was the correct date though it was wrong. The letter has been resubmitted with the corrected date and reads as follows:

Mispillion River Brewing Company has requested the following two dates to offer a beer tasting, free to the public at the Downtown Farmers Market on May 30th and July 25th from about 10:00 A.M. to noon.

Motion made to approval the waiver by Mr. Pikus, seconded by Mr. Morrow. Motion carried.

NEW BUSINESS

Discussion Facility Utilization

Mr. Medlarz submitted the following report:

The City Planning Coordinator has started the first week in May. Part of the duties in addition to planning services are the oversight of Code Enforcement and Mapping activities. All three functions are closely linked to Public Works. It is hence in the best interest of staffing efficiency to co-locate these function in the Public Works Complex. The move has been initiated and should be complete by the end of May.

The City phone system is fractured with each building on a separate system. This approach is extremely inefficient and cumbersome for external as well as internal users. The Electric Superintendent and I have solicited the first consolidation quote which is still being refined but appears to be less than \$40,000. Once it is fully developed, we will seek a second quotation for the exact same scope in order to obtain competitive pricing. If such a system were implemented, it should either be housed at the Customer Service Center or the Public Works Complex. Both locations would allow the central phone system operation with a full-time receptionist without the need for backfill personnel. The backfill expense in the current fiscal year approaches \$7,000. Avoiding this cost alone would pay for the system in less than six years. Part of the proposed Electric Tariff changes are extended hours of the Customer Service Center prior of disconnect days. This would allow the receptionist to conduct voter registration efforts while the Center is staffed during these extended hours. In addition cross training will allow the reduction of the personnel in the future. I am seeking Councils' approval to continue the pursuit of the central phone system implementation at the Customer Service Center location to be presented later on for final Council approval.

Staff Location

Mr. Medlarz reported that he has already spoken with some of council about why he chose the public works facility for planning and code inspections staff versus any other location. He recalled when council reviewed the organization charts and who works with what other departments on a daily basis.

According to the city manager, the majority of the interactions on the mapping side involve public works though it also involves code enforcement and building permits in addition to planning. It made the most sense to have the close interaction at public works. If customer service is needed, today a permit would be issued and documents placed in the interoffice mail. It could then be picked up by the applicant at the customer service center downtown where the applicant would pay their fees.

He said that even when the billing/customer service department was at public works, it would be rare an applicant would receive a same-day permit. Most permits require a couple reviews before the final papers can be sent to the customer. The applicant is notified of the fees including possible impact fees. At that point, the applicant goes to the customer service center to pay and pick up the permit.

Mr. Medlarz said he discussed that with the finance director at length about the advantages of accepting payments at public works. They both decided that having a cash reconciliation on a daily basis for an occasional payment would not work. Therefore, it makes more sense for that to be centralized.

Mr. Morrow said his only concern is the fact that people and services are being moved out of city hall. He referenced the time, effort and money that is being spent to get more activity and foot traffic in the downtown area. He feels that will send a negative message that our city government is moving staff out of the downtown area. He feels there is a need to utilize this building especially considering the almost \$3 million that was spent to renovate it.

Mr. Grier asked who would be left at city hall if these employees were moved to public works; Mr. Medlarz said that is up to council. Mr. Grier said it sounds like it would only be the city manager and city clerk. The city manager said it makes sense to take the best efficiency in the government and place the staff in such a way they can work with each other. Placing

them in city hall creates a difficult working environment. He said it is councils' decision but not something he recommends.

Mr. Burk referenced the code official aspect. He asked the correlation between code enforcement and utilities. From his experience as a code official, he had little interaction. The city manager said that because we have our own utilities, Don Williams (Building Inspector) deals with water meter placement and sewer clean-out placement. He also discusses impact fees, EDU calculations and electric availability. On every new construction permit, he meets with all three utilities. He has to calculate how much the electric hookup will be and all those things come back to him. The applicant does not meet with the electric, water or sewer department. The building permit official oversees that process.

Mr. Burk asked about the code enforcement aspect and what type of interaction he has with public works. He said that hypothetically if someone has their water or electric disconnected, code enforcement is notified. However, that is typically done with a phone call or e-mail.

Mr. Medlarz said that disconnects have nothing to do with the code official and are actually handled by the meter technician. The meter technicians are housed at the customer service center and work closely with that staff.

He explained that the code enforcement official is the person that issues grass notices or informs someone that their house does not meet our code or that there are untagged cars in the yard. He said that this employee also deals with other aspects that need to be combined such as billing for licenses. If council decides to implement a business license, that would be another function that would take away from his normal duties. When you put it together, public works makes the most sense according to Mr. Medlarz.

Mr. Burk believes that the process for obtaining a license is a very quick process. He confirmed that the person would apply for the license on Airport Road, then has to come in town to the customer service department to make payment. Mr. Medlarz said most of the licenses are renewals and it is uncommon to get a new one. However, if someone was applying for a new rental license, that scenario could play out.

Mr. Burk feels that someone with a first experience would come in, fill out the paperwork and then be sent quite a distance to pay for it. He feels it would be to the applicant's advantage and look better on the city if we could streamline the process as much as possible. He believes the hardship should be on us and not on the applicant or the new customer. To him, it is all about customer service.

Mr. Medlarz said if it is all about customer service and is why we should have a better phone system.

Mr. Grier suggests working on the phone system instead of moving everyone out of city hall.

Mr. Starling agrees adding that the city manager is proposing moving a number of employees out of city hall; he recalled all the money that was spent on renovations including the downstairs. It does not make sense to him that we are now going to move everyone out and only end up with two offices. He asked if something occurred that caused the operations to not run smoothly; he has been on council a long time and has not seen a problem at city hall. All of sudden, everyone is being moved to public works. It does not make sense to him to only leave two employees here.

Mr. Medlarz said no one except one person was moving so he does not know who council is referring to because the other employees are already at public works. He said that Christine Crouch is the only one that will be moving and she is assigned as the Administrative Assistant to the Planner.

Mr. Morrow explained that there is little activity at city hall right now. He recalled when the other employees were downstairs and there were people going in and out of city hall all the time. But because of the lack of supervision at city hall, the city manager temporarily moved them to public works under the Public Works Director Brad Dennehy. He questions why they were not moved back sooner and that is what he pushed for. His goal is to utilize city hall as close as we can to 100%. That way the public works facility can be used for what it was intended.

Mr. Morrow also agrees with Mr. Burk it should be more convenient to the customer and residents versus having them go out to the business park and then come back downtown.

The city manager pointed out that our staff needs to be used in the most efficient manner. If we do not have the efficiency we are seeking, we will not get eight hours of work done because we spend time creating and helping out inefficiencies. However, if it is councils' desire to do that, he will not stand in councils' way to be inefficient.

Mr. Mergner asked Mr. Medlarz to clarify the inefficiency. The city manager explained on a daily basis, especially on the building permit side, to have mapping here makes zero sense. He said that mapping deals with public works on a continuous basis. The GIS position will be also supervised by the city planner.

Mr. Medlarz said he does not want to move the code enforcement and building official to city hall without supervision and leave the planning coordinator to only oversee mapping because planners work with mapping hand in hand.

He is bringing this to council because he thinks this is the way we should; if council feels differently, he will not feel bad about it.

Mr. Pikus said he talked with Mr. Medlarz last week about these things in depth. He feels he approached it with an open mind and this was discussed. But the City of Milford is promoting downtown big time. We have even hired a firm to do a downtown master plan that we are spending money on. The whole idea behind the plan is to bring attention and people to our downtown area. We already have a building here. As Mr. Morrow stated, we spent \$3 million on the last renovations at city hall. He recalled when our staff was moved to public works when the building was renovated. When people think of Milford, they think of city hall. Mr. Medlarz had stated to him that we can put a city hall sign on any building. But to him, city hall is what people think about when they talk about the City of Milford. It is our main building and there should be activity here. Moving people out of here and making it inconvenient to our public does not make sense to him.

Mr. Pikus reiterated that this is the center of town. He feels city hall needs to house the planner and planning department as was done previously. He recalled when Gary Norris was here and Christine Crouch both worked here. The code official and building inspector also here and it worked well.

Mr. Pikus touched base with Mr. Burk who is a code official and knows the job. He understands mapping, but feels that all those services need to be in city hall. It is much more convenient for the public to get their building permit at city hall. They can then walk across the street and pickup their building permit at the customer service center. All those reasons bring people to our downtown. That is in addition to the fortune that was spent remodeling the PNC building. It is so much more convenient for people to apply for their permit here at city hall and pay for it only two doors away.

He reemphasized that we continue to spend money and time promoting the downtown area and taking people away from city hall makes no sense. He feels their business should be done in downtown Milford where they also have the opportunity to patronize other businesses and restaurants.

Mr. Medlarz said that Mr. Pikus is talking about foot traffic. At any given 30-minute time period, he said there are more people at customer service than will be in an eight-hour day at code enforcement or permits. He agrees that it sounds good that the city wants to promote downtown, but we are only talking about two or three people.

Mr. Pikus reiterated it is the center of the downtown.

Mr. Medlarz argued we are not talking about thirty or forty people. Mr. Pikus said he is talking about the planner, code official and building inspector. Mr. Medlarz said no, Mr. Pikus was referring to creating foot traffic and he was talking about customers. He said if that is what council wants, and every foot counts meaning boots on the steps, then it should be done.

Mr. Grier noted it is not just that issue, but he feels it is important for the city to have a presence of staff in this building. He recalled when we moved people out of here which was only supposed to be temporary. The majority never returned which is not what council wanted.

Mr. Medlarz stated that the city never had anyone looking at the proximity and how we should operate our business. He feels council made these type decisions in a vacuum. He told Mr. Grier that as a businessman, he would not have made a decision of how city hall was laid out for that amount of money without a plan even though it was done.

Mr. Pikus said there was a plan; Mr. Medlarz said there was an architectural plan. He referenced programming which means how certain sections of the business work with each other. It is how people are placed in proximity to one another. However, that was never done.

Mr. Pikus wants to make it easy for our residents and feels keeping as many people downtown will do that; Mr. Medlarz said his feelings will not be hurt adding that five votes will bring them back downtown.

Mr. Burk asked the plan for city hall. The city manager said there is plenty of room for the mayor, the city clerk and the city manager. Mr. Pikus asked if that is a waste of money.

Mr. Burk asked how many people per square foot is that; Mr. Medlarz said in his vision of creating value for the citizens, to operate city hall in its current form is well over \$60,000.

Mr. Grier recalled when planning, IT, code enforcement, building inspection, city engineer and the administration was here. He felt it worked out well.

Mr. Mergner asked if there is another use of this building that will keep some sort of presence and foot traffic on a regular basis. He agrees it needs to be used; Mr. Grier reiterated the public used this building when everyone was here.

The city manager said if council would like to make decisions based on feelings, because that is what this is because council has a feeling about the building, then they should do that.

Mr. Starling reiterated that city operations were working with everyone here. Mr. Medlarz said he is here to tell council the most effective way to do it but council does not have to follow his advice.

Mr. Burk asked the plan for the lower level and if vacating that will be cost effective. He said the building requires heat and air conditioning, plumbing and electrical, and asked if that is cost effective for only three people. Mr. Medlarz said the same holds true for public works. The complex costs the same whether it is occupied 50% or 100%.

Mr. Pikus pointed out that the electric, water and sewer departments are at public works. Mr. Medlarz said it is not saving one dime to move the planner, code and building inspector out of public works.

Mr. Morrow feels that as stewards of taxpayer dollars, there is also a need to look at the perception.

The city manager said to call for a vote. Mr. Morrow said to put this to rest, he will make a motion to move everyone else back to city hall that was originally housed here. Mr. Medlarz asked if everyone means mapping and the planning coordinator. Mr. Morrow said yes, if there is room.

Mayor Shupe reminded council this was not just done to do it. He said that council asked the city manager to look at more efficient ways to use our facilities and to do this work and report back to council. This is not something Mr. Medlarz just came up with.

Mr. Pikus seconded the motion.

Mr. Starling asked when council asked for this because he did not recall that; Mayor Shupe said it was asked for Mr. Medlarz to look at how we can make our buildings more efficient.

The mayor asked if council had requested that; Mr. Medlarz said he thought he had a request to make things move.

Mayor Shupe then asked for more discussion. Mr. Rutt noted that a second has been made, so the motion can be discussed.

Mr. Medlarz emphasized that first of all, no money was spent. No city money was spent though city time was spent. He is very careful about that. Before a final decision is made on mapping and planning, he feels there is a big IT aspect to this. The servers go with that particular function. And there is a big licensing issue with the mapping aspect. That is all he will say; however, that does not mean it cannot be done from city hall.

He added that money does a lot. Right now the servers, which each runs certain aspects, are sitting at public works, not that they cannot be tied together. But at this point, we are spending some money.

Mr. Mergner confirmed there will be an expense to move the servers from public works back to city hall; Mr. Medlarz stated yes.

Mr. Brooks asked if we need to talk about this more as a group instead of just throwing it on the table. Mr. Pikus believes that is what we are doing now. Mr. Mergner suggests some type of committee meeting or more extensive discussion than how this is being talked about now. He emphasized that anytime departments move from one building to another, there is an expense and some things are not being considered. Not to say he thinks this building should be used but he does not have the history to state which is the best way to handle. However, city hall needs to be operating and there should be a presence to the public. He is unsure how to do that at this point.

Mr. Brooks said we removed all the walls here and then put them back in. He said that council was very surprised when the ground floor ended up with only three offices and a very small office for the mayor.

Mr. Brooks and Ms. Wilson agreed there was a definite lack of office space when we moved back. Mr. Brooks said he will walk in here to find only three employees and sometimes the city manager. It looks to him like we spent almost \$3 million for a showcase.

Mr. Mergner asked about parks and recreation; council said they have their own building. Mr. Mergner asked how many people work in the parks and recreation building and stressed that he is not saying they need to be here. He is just considering other options.

The city manager said if council were to entertain something different, we need someone who does programming analysis for a living handle it. He has been through a few of these and has built a lot of buildings for the state and knows how it works. If council does not trust that Mr. Medlarz is doing the right thing, he recommends hiring someone who does it for a living to tell them. If the end result is this person backs up what he has said and council still does not like it, then we should vote and get it over with.

Ms. Wilson pointed out that will create yet another expense created by the issue.

Mr. Morrow said it worked before and it was certainly utilized in a better manner. Mr. Pikus feels that if Mr. Medlarz says there were not expenses for our employees to remove and move everything to public works, then there will be no expense to having them bring it back to city hall.

Mr. Medlarz stated that there were too many offices anyway, so we are not going to bring them back. Depending on which employees' council wants to move back, there are still three cubicles left then noted that four were taken out.

Ms. Wilson believes there is a consensus that the majority of council members want city hall to be active with as many employees housed here as possible. She believes that is the message. If the mapping is not conducive, we may need to look at that in a different way. Maybe Mr. Medlarz should come back with his plan, but she feels it is clear that council wants our employees here. She recalled that after the renovations were done, the goal was to have all of our employees return.

Mr. Morrow said he will amend his motion to move back all the employees who were previously housed here including code official, building inspector and planning and those that are here will remain. Mr. Rutt said the motion can be amended, but it needs a second.

Mr. Pikus moved for approval of the amendment to the motion.

Council agreed that those at public works need to be the public works' departments.

Mayor Shupe asked the city clerk to read the motion:

Ms. Hudson clarified the motion on the floor by Mr. Morrow, seconded by Mr. Pikus, is for all employees who worked here

previously to move back to city hall including code enforcement, building inspection and planning and that all employees currently working here will remain.

Motion carried by the following 6-2 vote:

Mr. Mergner said he will have to vote no based only on the fact he does not know the history of everything that happened prior to the move. His suggestion would be to hold up, amend the motion and take a step back and come to an agreement on a solution or game plan. He feels that moving these people back and then every six months is a problem though we need to find the best use of this building. He said he does not have enough information to vote whether or not to move people and because of that, votes no.

Mr. Grier said this is a tough vote because he does want people back in this building. He preferred the way it was used when we had all the employees that have been mentioned downstairs. The building and code departments would be downtown next to the customer service building. Everything would be available to the public within walking distance with the exception of public works and parks. He absolutely does want those employees back here and votes yes. In terms of mapping, he is not knowledgeable enough to speak on that. But he wants as much activity here as possible, in the way of employees and services, and votes yes.

Mr. Pikus said he will echo Councilman Grier and Morrows' comments. He wants this building used as it was intended at the time the funds were spent. He thinks our employees should be downtown. There will always be a chance for a move as progress occurs and we may have to move more people back here. However, we cannot forecast the future and he votes yes.

Mr. Burk pointed out we are constantly trying to encourage other businesses to invest and be involved in our downtown. He thinks the city should as well and votes yes.

Mr. Brooks said he feels that public works should be a public works building. He asked if there was another employee needed at public works. The city manager clarified the motion is for all employees that used to be here to return; he added that it sounds to him like the mapping position would be up to the city manager. Mr. Brooks votes no.

Mr. Morrow votes yes. He thinks this is not etched in stone and can be changed in the future if our needs change. But having these employees working here where they worked before he believes will work into the future. He said the city has made a big effort and is spending a lot of money, with Mayor Shupe spearheading it, to keep activity downtown. He feels we need to set an example as city leaders though it may be at a small cost.

Mr. Starling votes yes. He said it worked before and it can work again with some changes. Down the line, if something else is needed, that is fine. But it can work now and he votes yes.

Ms. Wilson votes yes.

Mr. Medlarz then asked for clarification. He said as staff works with each other within the building, does council have any desires. He is going to ask Ms. Crouch to move downstairs with the planner because she is the planning assistant.

Ms. Wilson said she thought Ms. Crouch had a dual role. Mr. Medlarz said there is no dual role in the budget. Ms. Wilson asked if she does handle dual duties. Mr. Medlarz said if that is the case, then it should be funded differently.

Mr. Grier asked what we are talking about and said there is no sense being hardheaded. He feels that if she is working out upstairs, that is where she should be left. Mr. Medlarz said she is supposed to be the assistant to the planner and not the assistant to the city clerk.

Mr. Grier asked if that is what Mr. Medlarz really thinks or if he is using that to make a point because he is not happy about moving everyone back to city hall. Mr. Medlarz asked if he looked unhappy; Mr. Grier answered yes.

Mr. Starling agrees with Mr. Grier.

Ms. Wilson said she is asking because she works as an assistant to the city clerk and she does the planning as well. She asked if that was correct adding that is why she was in a dual role.

Mr. Pikus said it might be safe to say dual trained or multi-trained.

Mr. Starling asked if she can work from up here; Mr. Grier said it is not our decision to make but he wants to make sure the reason behind it is the right one. Mr. Starling said he is asking why suddenly she needs to be downstairs.

Mr. Pikus said that Ms. Crouch was downstairs before; Mr. Starling asked if she is doing something different that would prevent her from working upstairs.

Mr. Mergner said in corporate America people have multiple hats they wear. In his opinion, with e-mails, phones and everything else that is available to communicate, there is no need to be down there. He reiterated that e-mails and everything else available today makes it possible to do a job so he does not understand that. He said he does not need to sit right next to the person or be within ten feet of a person to accomplish his job. The question is whether or not Ms. Crouch's job entails working with Ms. Hudson 25%, 50% in addition to the planner or is it 100% planning; he feels there was a question of that role and where she should move or not move in this building.

Mr. Medlarz said it now becomes a budget question because right now it is not reflected in the council budget.

Mr. Burk asked if there is a job description for Ms. Crouch; Mr. Medlarz said there is a job description for the assistant planner.

Mr. Morrow pointed out the budget is a wash because you just take less out of one pot and put in another in the general fund. To him it is a neutral financial situation.

Mr. Grier does not even understand why it was brought before council. Mr. Pikus does not think we need to discuss it. Mr. Grier recommends we move on because council does not need to talk about where Ms. Crouch sits.

Mr. Medlarz said he will make the decision and go from there and asked if council agreed; Council stated yes.

Central Phone System

Mr. Medlarz said that because council is in the vein of making big decisions, anyone that has experienced the phone system knows where we are and where we should be. He said council is talking about customer service and he is sure council has called and experienced how the phones work.

The city manager said that he and Electric Superintendent Rick Carmean have worked hard on how to accomplish this in the most cost effective way. Right now there is a cost of over \$6,000 for backup for Katrina White's position to answer only a few phone calls. It makes the most sense to him to have a central phone system where all the phone calls roll in. This person would handle finance, parks and recreation, customer service and public works' calls. It would include all city calls with the exception of police calls.

The city manager explained that this employee would answer basic questions and inquires and be 'the voice of Milford'. This would relieve other employees from these duties and responsibilities freeing them up to do more productive things than answering the phone, not that answering the phone is not productive. If this is done, council needs to consider where the central operations should be located. He wants it to be in a place with cross-trained staff who can take over this task. He said that taking all the phone calls that used to go to the 6616 number, becomes a job. Especially if the job was expanded and information provided for parks and recreation sign ups, parade information, etc. If council agrees and they want that position kept at city hall, we would have to backfill it when that person was unavailable.

Mr. Medlarz said that this is the worst phone system he has ever worked with. According to the city manager, we are unable to transfer anyone and callers receive voice mails all the time because there is no live person. Mr. Brooks recalled a similar situation he pointed out to the Comcast representative.

The city manager said he envisions a phone system where a person calls the 6616 number and receives a live person at any given time. That live person then has the capability to connect the caller to anyone in the phone system with the exception of the police department.

Mr. Mergner explained that a live person does not answer the majority of our transferred calls.

Mr. Mergner asked how many calls the city receives a day; the city manager said a few hundred calls and confirmed that number is only for non-police calls. The city manager said this makes sense for internal and external calls, and pointed out that he spends more than fifteen minutes each day calling public works and getting no one. He said that is because he cannot see who he is dialing and he has to go through the entire voice mail tree. He said he would like to save fifteen minutes of his time each day by just going to a switchboard. He would then ask the switchboard to see if x, y or z are picking up their phones.

The city manager said he cannot imagine how our customers feel about calling the City of Milford. If council wishes, he would like to continue the steps to implement this. Because there was a difficult discussion about employee placement, he wants council to know it should be placed in the location where we have built-in cross trained backup.

Mr. Burk asked if that would be at city hall; Ms. Wilson asked if he was referring to the customer service department. Mr. Medlarz said his preference is the customer service center.

Ms. Wilson said that appears to be the most logical place because there is plenty of staff there and individuals who are familiar with customer service. She asked if someone would be hired to handle those duties here. Mr. Medlarz explained that Ms. White was hired as a receptionist and her job description is a receptionist.

Mr. Burk asked if the city manager's plan is to move her to customer service. Mr. Medlarz said if council authorizes him to present a second price for the phone system. Council would then have a choice to award it or not and if awarded, council would decide where to place it.

Mr. Burk asked if this is a voice over IP service. According to the city manager, that would be much more expensive. However, this will be a combination because we have to tie five systems together. He said they started with the voice over IP, with a server in each building and the main server at public works. The cost was \$200,000 which is what he presented originally. At that point, he did not feel it was worth that amount because the handsets purchased for customer service were very expensive and would be no good and could be thrown away. However, what he is now proposing would put us in the latter part of the 20th Century but not yet in the 21st Century.

When asked the cost, Mr. Medlarz said he can accomplish this for less than \$40,000.

Mr. Morrow suggests the city manager obtain the facts and figures for it to be discussed at a later workshop. Mr. Medlarz said this is a lot of work that he and Electric Superintendent Rick Carmean have already done. He reported that they have had numerous meetings with the original phone system provider. He now has a good work scope so he will contact another firm and get a second price.

Mr. Grier made a motion to get the additional price to bring back to council, seconded by Mr. Pikus.

Mr. Morrow then asked if Mr. Medlarz moves Katrina White to customer service, who would be at the front desk of city hall; Mr. Medlarz said at this point, because council gave him some authority to move people around, he would put Christine Crouch out front.

Council expressed a need for someone to be at the front desk to prevent people from walking into what would appear as an empty building with no one to greet or help them.

Mr. Starling asked if someone else would be hired to replace Ms. White at city hall; Mr. Medlarz said that is completely contrary to what he has said in the last forty-five minutes. That would create another inefficiency and he is trying to do away with inefficiencies. He said that Ms. Crouch could move up front so she is not sitting in the hallway. She would occupy the front desk because we only have a few people come in during a day. The only people that come into city hall

are those requesting a building permit. He said there will be no mad rush at city hall.

Mr. Pikus asked if Ms. Crouch will be able to do her work at the front desk because he knows she handles several duties. Mr. Medlarz pointed out she is sitting in a hallway. Mr. Pikus agreed but noted that she has sufficient room for her computers, printers and a number of other things she uses.

Mr. Medlarz said if Mr. Pikus really wants to engage in the full scope of micro-managing, then let's get it done. Mr. Pikus said he only asked a question; Mr. Medlarz said he is only giving Mr. Pikus an answer.

Mayor Shupe said there is motion on the floor to obtain costs.

Motion carried.

Milford Public Library/Parking Overflow/Designation of Site/Executive Director Kay Hudson

Mayor Shupe asked if council would consider amending the agenda and moving up the library item to prevent the Library Director and Board Member from waiting any longer.

Mr. Burk moved to amend the agenda to address the library parking item at this time, seconded by Mr. Mergner. Motion carried.

Mr. Medlarz referred to his report which stated that in 2008, the PNC Bank Corporation and Milford Public Library had executed a Revocable License Agreement for a shared parking lot lease arrangement on one of the three tax parcels owned by PNC. Subsequently, the library paid for improvements to the parcel.

The original lease terms were modified by PNC and Milford Library when the First Amendment to the Revocable License Agreement was exercised in July of 2010. In August of 2013, the City of Milford signed an Assignment and Assumption of Revocable License Agreement with PNC for the improved parcel in question. Since then, the library unintentionally let the lease lapse by not following the extension steps as outlined in the Amendment to the Revocable License Agreement. Library Director Kay Hudson has requested consideration of ten marked spaces in the yet-to-be-constructed parking lot on South Washington Street. That project is funded through Water SRF Funds and two options are being provided for consideration.

Director Hudson was present and responded by stating she never asked for ten marked spaces.

Mr. Medlarz said he must have misunderstood. However, if council would consider the two parking options presented, he would support providing some parking spaces for the library.

Director Hudson then explained that when the PNC Bank was sold to the city, the library was under the impression from PNC that the lot could still be used by the library. When customer service moved to the building, their staff began to park on this lot which was no problem. However, she pointed out it is the lot the library paved and leased for use as overflow parking when they had meetings, special events and for patrons in general.

Mrs. Hudson pointed out the library serves more than 500 people every day. Therefore, additional parking is needed above and beyond what is available on the library property. In addition, they have at least eight staff members working each day. The library staff was parking on this lot to provide available space for the public to use next to the building.

Once the city staff moved to the PNC building, they began parking there. She said on a normal day, it is not a problem. However, three weeks ago, they were having a very large event along with two other meetings. At that time, she went to customer service and requested as a friendly gesture, that we all, including the library staff, park around the tower so that the public could use that lot. That did occur and the parking lot was made available for the public that day.

Since that time, a meeting was held. They discussed how additional parking spaces would be eliminated behind the florist shop because the city was moving their water treatment plant to that location.

Mrs. Hudson asked if the library could work out an agreement with the city on the days the library was expecting a large number of people. She also asked if city staff could park somewhere else so that lot could be used for library patrons. Mr. Morrow confirmed Mrs. Hudson meant both the library and city staff park elsewhere; Mrs. Hudson stated yes adding that in the case of a large event, she was willing to call customer service and inform them in advance.

Mrs. Hudson explained they have three meeting rooms and the potential to have one hundred additional visitors as a result. She noted that if the people park in the two side lots, there would be no parking spaces for library patrons.

She said a lot of people feel that Milford Library is the foundation of downtown Milford. If this discourages people from going to library, the downtown Milford businesses could lose them as well.

The director recalled that in 1999, the big push was to put Milford Library in the downtown area to help with revitalization. Over the years, the number of people using the library has increased and parking has become a real problem which she hears from other people as well.

Mr. Medlarz said he is trying to provide some additional options. Mrs. Hudson said she appreciates that, but she did not request parking behind the Salvation Army as Mr. Medlarz stated. She recalled the city manager mentioning that would provide some additional spaces for the library. For safety and security reasons, she does not want her staff parking there. She asked why the city parking lot behind city hall can't be used by the customer service staff.

Mr. Medlarz then asked if the library director is disputing the other facts; she stated no but reemphasized that she did not request any parking spaces behind the Salvation Army and is not in favor of that. She understands it will provide extra parking for large events and noted that in July, their Music in the Parks program starts. That event brings in approximately 200 people to the downtown area each night.

Mr. Brooks feels there is a need to work with the library on this issue. Mr. Medlarz said that is why he brought it before council. Mr. Brooks wants a plan that will work for them; Mr. Pikus agreed.

Mr. Mergner said what Mrs. Hudson has stated involves a bigger concern about downtown Milford and the lack of parking in the area. He feels it is a deterrent for visitors to some potential businesses. Mr. Brooks is aware of the problem noting that he goes downtown on Wednesdays and has to park in the lot adjacent to the skating rink.

Mr. Mergner agreed noting that he wants to go to Dolce but there is never any parking in the area. As a result, he does not go there even though he wants to support the local businesses. The lack of parking prevents him from doing that. He also agrees with Councilman Brooks that we need to do whatever we can to help the library. He, too, feels the library is an integral part of Milford and we need to encourage people to continue patronizing it.

Mr. Mergner stated that Mr. Medlarz has attempted to solve this problem, but he does not think the library director is in favor of the options presented. He would like it revisited and other options considered.

The city manager believes that this can be easily fixed but in light of the earlier discussion, he is afraid to make a few decisions. One decision council can support is to direct all city staff, including customer service staff, to park in the city hall parking lot.

Mr. Morrow said he does not want the city manager to take offense to something the council feels is appropriate. He noted that Mr. Medlarz is making innuendos toward council. He said we all work together in hopes of doing the best thing for the city. However, he is a little disturbed about these little jabs the city manager is making and stated this is about the third one since the first vote. He wants his statement to be made part of the record.

Mr. Medlarz agreed adding he is a little gun shy. Mr. Morrow responded by stating that someone that is gun shy does not say anything or very little, but in this case Mr. Medlarz is making jabs.

Mr. Brooks then asked the city manager how many employees work at customer service; Mr. Medlarz said eight or nine.

Mr. Brooks feels those eight or nine employees should be able to find eight or nine parking spaces somewhere else. He

reemphasized the fact that we need to work with the library. Mr. Starling agrees that we need to work with Mrs. Hudson on her original proposal instead of coming up with a completely different plan.

Mrs. Hudson said she was willing to inform our staff of when that parking lot was needed to hopefully work this out.

Ms. Wilson said she definitely wants to work with the library but she does not want to create an inconvenience for our employees. She had to leave the meeting for a few minutes and is unsure if she missed something. Her intent is not to offend anyone. However, she feels our employees should also be considered and she does not want them to have to walk a long distance either. In addition, there may be someone with a disability that would prevent that. Inclement weather also needs to be considered. She feels that everyone must be considered which includes our employees as well.

Mr. Grier feels this is just a communication problem. He said that Mrs. Hudson has already stated that when there is an event at the library, she is willing to contact customer service and inform them of their need for those parking spots. In turn, we will accommodate the library by using another parking area on those dates. It does not sound very complicated to him and there appears to be a simple solution.

Mrs. Hudson agreed that is all she is asking for. She will simply contact customer service in advance of a big event to inform them that parking area is needed. Council agreed that is how it should be handled.

Mr. Medlarz then asked if any parking is wanted in addition to this. If council authorizes nothing, the plan will go down as shown with a few spaces by the basketball court and the balance being grass.

Mr. Brooks recalled former City Manager Carmean was planning more parking in this area of the downtown and believed it was across the street from the library. He feels we might want to act on that. Mr. Morrow said from the drawings presented, it appears there is sufficient room for another semicircle that could be used for parking on the opposite side. Mr. Medlarz said the whole thing could be made a parking lot though that was not the intent.

Mr. Brooks feels it would be advantageous for everyone if we created some additional parking. He said it has been needed for years. Mr. Mergner agrees there are problems during special events such as the farmers market. If this area could be used for parking, he agrees we should entertain that idea.

Mayor Shupe said there is a bigger concern regarding the lack of parking the downtown area. He feels that can be addressed through the downtown master plan while working with Library Director Hudson to ensure their needs are addressed in addition to the downtown businesses.

Mr. Pikus moved that the site of the old police department be reviewed for additional parking, that the city manager be authorized to work with the library to address the lack of parking in the downtown and that he consult with the Muldrow group working on the downtown master plan and to return to council with a report. He agrees there are a number of areas that can be turned into parking areas. Motion seconded by Mr. Grier and carried.

Discussion/Facilities Maintenance

Mr. Medlarz said he has determined that the city spends \$45,000 for cleaning of our facilities which does not include the police department. This does not include any assistance in minor repairs or similar duties.

He noted that the cleaning contracts have all expired and if council chooses, a facilities' person could be hired. He feels it would not be difficult for a full-time person to handle these duties though it would not work for a part-time person. This person could also do other routine tasks not associated with janitorial services such as changing light bulbs, filters, cleaning gutters or any other task that may be needed.

The city manager asked this decision be made quickly because our cleaning contracts have either expired or will be expiring, our cleaners will be working on a month-by-month basis until council reviews the budget.

Mr. Brooks asked how many people clean the buildings now; Mr. Medlarz said two to three though a full-time person would clean all city facilities eight hours a day. He confirmed it would be less than the \$45,000 we are currently spending adding

that is strictly labor costs because the city provides all supplies and equipment.

Mr. Pikus asked if this employee would become a city employee; Mr. Medlarz said we may want to hire a temp person to test them and prevent us from having to go through the hiring process.

Mr. Morrow said we need to consider the cost of insurance, liability and cleaning solutions. Mr. Medlarz said the temp agency would handle that; Mr. Morrow said there will also be a temp agency fee/mark-up. He questions whether it can be done cheaper in-house.

Mr. Mergner prefers seeing some type of comparison. He thinks it should be approached with different options and would prefer seeing something in writing before a decision is made. Council agrees it is a difficult decision to make without having the numbers.

The city manager envisions a \$15 an hour position with benefits. There would be some savings in comparison to the initial costs though we would gain additional services.

He will talk to Human Resources Manager Lisa Carmean and come back with some numbers. Mr. Medlarz will also inform our cleaning contractor that we will only extend their contract on a month-to-month basis.

He advised that presently, there are two different companies involved though each building has its own contract. There is a total of five buildings involved.

When asked the deadline of the contracts, Mr. Medlarz said the majority were signed in April with one signed in May.

Mayor Shupe confirmed the consensus is to pursue the options and costs and return to council with those numbers.

Introduction Ordinance 2015-05/Misphillion Street Partners/Conditional Use/Planned Unit Residential Development

City Manager Medlarz advised this application was withdrawn by the petitioner following the planning commission hearing.

Authorization/Fisher Avenue Pump Station Improvements

The city manager recalled discussing this at the last council meeting and he has since received the quotations.

He then reported the Fisher Avenue pump station was constructed in 1988 and the original pumps are still in place. One pump is completely inoperable, one is in a compromised condition with only one fully functional. The original pumps have proven to be extremely resilient and are still being manufactured. We contacted the manufacturer Xylem Water Solutions USA and obtained a quotation of \$43,512 for two complete pumps and one motor. Kent County has Xylem pumps so he is familiar with the factory direct pricing. Xylem has extended the same arrangement to the City of Milford. In addition to the purchase, he is requesting installation assistance through the Kent County on-call contract, not to exceed \$20,000 in labor and miscellaneous parts on a time and material basis, at the County awarded rates.

Funding for the upgrades will be through the Sewer Fund Reserves. This project is part of the USDA-funded Sewer Upgrade Project with a city contribution of \$400,000 and the expenses can be rolled into the project if so approved.

The city manager's plan is for city staff to work with an on-call contractor unless the city solicitor states otherwise. Mr. Rutt stated it is good to have someone familiar with a specialty unit on call that knows what they are doing.

Mr. Medlarz said it is his intent to work with the on-call contractor using the same rates the county agreed to. Our staff would then work with them and a not-to-exceed price established. This is a cost effective approach to an undesirable problem according to the city manager.

He said even if we do not proceed with the overall sewer project, the city had committed \$400,000. The pump station must be upgraded and the pumps need repair. Therefore, it is Mr. Medlarz' recommendation to award the purchase order to Xylem for two new pumps and one motor and to retain the services of the on-call contractor not to exceed \$20,000.

Mr. Brooks moved to approve as stated by the city manager, seconded by Mr. Starling. Motion carried.

Authorization/Interim Water Supply Improvements Expense

City Manager Medlarz reported that early on Tuesday, April 21st, the city lost use of well 12 at the Seabury Avenue water plant. This caused the ground level reservoir to be low which was picked up by the SCADA system. Staff alerted the well drilling contractor A.C. Schultes who responded within 36 hours. The emergency repair was completed late on Friday, April 24 with the assistance of Milford's largest industries. The elevated storage tank levels were never below 70% of capacity and since the repair, all systems were working properly.

He noted that in December, he listed the city priorities for 2015 and number one was improvements to the water supply. It is essential for the city to keep focus on this issue until the South Washington Street and southeast water plants are completed. Full completion of these facilities is not expected for another fifteen months. In the interim council will have to consider a number of action items.

1. The failed motor from well 12 is at Hills Electric for a complete overhaul giving us a future spare for immediate deployment in case of another motor failure. We were advised that the motor windings were burnt and thrust bearings needed replacing. The cause of the failure cannot be determined exactly but the type of damage was not consistent with past failures indicating an installation issue. The cost to complete the rewinding of the motor, repair the bearings and delivery is \$1,964. Request council approval with funding from water fund reserves.
2. The city's largest water producers are wells 13 and 14. Both have identical column pipes and shafts. At the last meeting, council, in principal, approved the procurement of one new pump that will temporarily fit both applications. AC Schultes' pricing for the back-up bowl assembly is \$9,387 delivered. Request council approval with funding from water fund reserves. Spare motors for these wells are already on hand.
3. Council had previously approved funding for well 11R. The city has now obtained a DNREC permit for the drilling of that well. This well replaces well 11 because of its significant drop off in production. The screen material has arrived. However, we are still waiting on the shipping confirmation for the casing pipe. The drilling will start no later than May 18th. Once completed we will have to fund the tie-in into the raw water system and transfer of the pump unit. Request authorization to complete this work out of water fund reserves immediately to avoid any delays up to a not-to-exceed limit of \$17,500.
4. Council previously approved the purchase of a submersible well pump and motor for temporary installation in well 2 at South Washington Street. The well pump and motor are now installed and temporarily tied to the distribution system. The disinfection system is installed and the well is ready to be used in an emergency. Please note this only supplies 50% of the one of the largest producers and we are still exposed until the other plants are completed

The city manager was advised this morning that one of the motors for well pump 13 had failed due to a locked rotor. The majority of the time, that indicates a problem below. Fortunately, the city engineer reported that the unit is back in operation. According to Mr. Medlarz, he had to contact our large industries because we were in a situation where we may have needed their help by reducing operations. In the meantime, it worked out.

He said he exceeded his authority this afternoon by signing a purchase order related to item number 2 and the spare pump is on order. However, council has the authority to have the city manager cancel it.

He said council had, in principal, agreed we needed a spare pump.

Mr. Medlarz referenced item number one for the failed well pump well 12. He feels this is worthwhile and though we do not have a delivery date, believes it would be prudent to spend the \$1,964 to have a spare motor on hand.

He said item three is an update and recalled council authorizing the drilling for replacement well 11R. He does not feel today's situation would have been as critical had that been in place.

Mr. Pikus moved that \$1,964 be allocated from water fund reserves to pay for the rewinding of the motor, repair the bearings

and delivery for well 12, seconded by Mr. Grier. Motion carried.

Mr. Pikus moved that \$9,387 be all allocated from water fund reserves for one spare pump, seconded by Mr. Burk. Motion carried.

Mr. Pikus moved that up to \$17,500 be allocated from water fund reserves to pay the cost of the tie-in into the raw water system and the transfer of the pump unit for well 11R, seconded by Mr. Brooks. Motion carried.

Approval/Fire Siren Relocation

Mr. Medlarz recalled that we are pursuing a change in elevation to the top of the water tower which would eliminate some of the sound wave reflections off the downtown buildings due to complaints from area residents and Downtown Milford. The current siren sits at a 65-foot level.

Southern Corrosion the city's maintenance company, has provided us with a quotation for the relocation of \$7,451. Electric Department Rick Carmean has agreed to assist with the power feed extension, control system relocation and pole removal. We will also need crane services to lift the siren to the top of the tower.

In order to accomplish the tasks, the city manager is requesting council approve the award to Southern Corrosion and an additional amount not to exceed allocation for \$3,500 for ancillary services and materials.

He said it will essentially cost the city approximately \$11,000 to complete this project. He reported that the Carlisle Fire Chief supports the project but is unwilling to use fire company funds. By relocating the siren to the top, the chief believes he may be able to eliminate the Marshall Street siren.

When Mr. Pikus asked if this was to be paid from water reserves, Mr. Medlarz said it was to be paid from general fund because this is not an enterprise fund-related project.

Mr. Burk moved for approval to allocate \$7,451 for Southern Corrosion to relocate the fire siren and a not-to-exceed \$3,500 to cover the costs for ancillary services and materials to be paid from general fund reserves, seconded by Ms. Wilson. Motion carried.

2015 Sewer Borrowing/Issuance of Bonds Timeline

City Manager Medlarz reminded council the latest letter of conditions has been issued by USDA and council authorized the mayor to sign the obligating documents. At this point, both phases of the sewer improvement projects are on the table. The total project is \$4 million of which the city contribution is \$400,000.

He believes the sewer impact fees will carry the debt service with a loan of both phase 1 and phase 11 funds, to a point where no rate increase is necessary. However, this still requires a referendum vote.

Council will need to determine the timeline though our commitment only comes into play once the bond document is prepared. Prior to that we can always back out.

He feels the timing is good which is the reason the city clerk and he put together the steps though council must decide whether to start now or in the near future. Mr. Medlarz pointed out we are not asking our citizens to shoulder any additional costs and feels it will be a successful referendum and advantageous to our residents and industrial customers.

Mr. Brooks moved to proceed with the sewer borrowing process as presented, seconded by Mr. Pikus. Motion carried.

Mr. Grier asked if when the voters go to the polls, the ballot will specifically state there will be no rate increase. Mr. Medlarz said the write up can include that.

City Solicitor Rutt suggests that language be included in the resolution stating there will be no rate increase. Mr. Pikus suggests it state 'no anticipated rate increase' to protect ourselves should something occur in the future. Mr. Medlarz feels

the numbers are good based on five years of building permits during a downturn in the economy. Therefore, he is comfortable adding the language but the word anticipated seems more appropriate.

MONTHLY FINANCE REPORT

Through the ninth month of Fiscal Year 2014-2015 with 75% of the fiscal year having passed, 79% of revenues have been received and 73% of the operating budget expended.

Finance Chairman Pikus noted that we just received a reimbursement check from DelDOT for the Southeast Front Street project for \$325,000 which can be added to our general improvement funds.

Mr. Pikus moved to accept the March finance report, seconded by Mr. Morrow. Motion carried.

EXECUTIVE SESSION

Mr. Pikus moved to go into Executive Session reference below reasons, seconded by Mr. Grier:

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

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation (Union Contract-Mediation Update)

Motion carried.

Mayor Shupe recessed the Council Meeting at 8:39 p.m. for the purpose of an Executive Session as permitted by Delaware's Freedom of Information Act.

RETURN TO OPEN SESSION

City Council returned to Open Session at 9:11 p.m.

New Employee

Mr. Pikus moved to authorize the city manager to continue negotiating a contract for a potential enterprise-funded position, in the city, seconded by Mr. Grier. Motion carried.

Union Contract-Mediation Update

Mr. Grier made a motion to reject the union contract offer as discussed in executive session and authorize the city manager to move forward with negotiations, seconded by Mr. Mergner. Motion carried.

ADJOURN

With no further business, Mr. Grier moved to adjourn the Council Meeting, seconded by Mr. Morrow. Motion carried.

The Council Meeting adjourned at 9:14 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
May 26, 2015

A Meeting of the Police Committee of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Tuesday, May 26, 2015.

PRESIDING: Chairman Douglas Morrow, Sr.

IN ATTENDANCE: Police Committee Member Katrina Wilson

Mayor Bryan Shupe

Police Chief Keith Hudson and City Clerk/Recorder Terri Hudson

Chairman Morrow called the Police Committee Meeting to order at 5:35 p.m.

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 (Police Personnel Matter).

Ms. Wilson moved to go into Executive Session reference a police personnel matter, seconded by Mr. Morrow. Motion carried.

Police Personnel Matter

Chairman Morrow recessed the Police Committee Meeting at 5:36 p.m. for the purpose of an Executive Session as is permitted by Delaware's Freedom of Information Act.

Return to Open Session

The Police Committee returned to Open Session at 5:55 p.m.

Police Personnel Matter

Chairman Morrow regretfully moved to amend the contract as of June 16, 2015, seconded by Ms. Wilson.

Chief Hudson explained that at the end of each school year, those SRO's are reassigned back to the police department and used for other duties.

Motion carried.

Chairman Morrow thanked Dr. Kohel for communicating this though they somewhat expected it but hoped it could be worked out.

ADJOURN

With no further business, Chairman Morrow adjourned the Police Committee Meeting at 7:30 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
May 26, 2015

Milford City Council held a Public Hearing on Tuesday, May 26, 2015 in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier III, S. Allen Pikus, James Burk, Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Hans Medlarz, Police Chief Keith Hudson and
City Clerk/Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

Mayor Shupe called the Public Hearing to order at 7:06 p.m.

Mispillion Street Partners/Conditional Use to Allow a Planned Unit Residential Development/Adoption of Ordinance 2015-05

Mayor Shupe reported that the applicant withdrew their application after the planning commission hearing. Therefore, no review and no action will be taken tonight. Should a new application be submitted, it will need to be reviewed by the planning commission before a recommendation is made to council.

Mr. Rutt confirmed that if that occurred, they would be required to start the process from the beginning. After the planning commission review, City Council will make the final determination. If the application were denied, they would have to wait a year before they could reapply.

If the application is withdrawn before council takes action, they can reapply and start over at any point.

According to Mr. Medlarz, the applicant has been in contact with city administration as well as the city solicitor. They were interested in a public/private partnership which would meet the condition of a planned unit residential unit (PURD). As a result, council may see a proposed agreement which would be a separate item from the land use matter. If council is not interested, there is no reason to pursue the planning commission.

When asked for clarification, the city manager explained that if someone proposes to jointly develop something and exclusively pay for it with private funds, that would be a potential public/private partnership. If that occurs, the city manager explained that two approvals would be required by city council. Council would need to consider the partnership and if approved, the land use application would be presented for council action.

Mr. Medlarz then informed council that the planning commission vote purely reflected the unease of the commissioners with the actual PURD and whether it met those requirements. He and City Solicitor Rutt made some suggestions to further cement whether or not they are a PURD.

Solicitor Rutt then warned council that this conversation is inappropriate because the applicant withdrew the application and will be filing another application which may be totally different. The first thing the commission had to vote on was whether they had met the requirements for a PURD and the commission determined they did not.

*Ordinance 2015-04/Zoning Code Amendment
Adoption of Ordinance 2015-04/Alcohol Defined & Permitted with Conditions*

Mayor Shupe recalled discussing this ordinance with specific conditions. He said this has been talked about several times, and the need in not only in the downtown area, but throughout the city. Presently the ordinance prohibits any establishment from serving alcohol within 1,000 feet of a church, school or daycare.

He feels that even with the amendment, it still has the same intent which was to not allow liquor stores next to schools, churches and daycares. However, it was never intended to hinder restaurants, brewpubs or distilleries.

Mayor Shupe said he asked for an amendment to the code to allow restaurants that serve food to serve alcohol and/or a brewpub or distillery that create brews on site.

Mr. Brooks questioned the definition of a church noting there are a number of storefront churches downtown. He asked if are considered in the 1,000 foot rule. Mayor Shupe said if a new restaurant or brewpub wanted to open downtown today, they would be in violation of the ordinance as it is currently written.

Mr. Medlarz pointed out the entire downtown cannot have a new restaurant and/or any new establishments that serve alcohol.

Mayor Shupe asked if council had any further comments.

Mr. Morrow recalled discussing this at the last meeting and feels it is needed to keep up with the times.

Ms. Wilson agreed pointing out the traditional church no longer exists in most areas. Storefront churches or random buildings are used today for worship. There are a number of those churches throughout Milford which creates a problem for any new restaurant. As long as this ordinance protects the churches that exist, she has no problem with it.

The mayor said that is why we wanted to stick with the original intent and prevent a liquor store from opening next door to a church. However, a restaurant or brewpub will bring business to the downtown area and ultimately to the other businesses as well. He wants the city to remain as business friendly as possible.

Mr. Mergner asked what happens if a law is passed that allows retail stores, small grocery stores or convenience stores to sell alcohol. The mayor explained the amendment requires an alcohol product to be made on site. The business is required to serve food and/or make the product on site as Mispillion Brewery does. Under the current code, Mispillion Brewery would not be able to come in and sell alcohol.

Mr. Rutt said if the legislators changed the law to allow liquor stores to sell alcohol in convenience or grocery stores that would need to be considered. Mr. Mergner explained that currently state legislators are considering a law that would allow a convenience store that serves food and has the proper amount of seating, to sell packaged alcohol, not necessarily from a tap or bar. He asked how that will impact this ordinance if that were passed. Mr. Rutt said that state law would supersede the ordinance.

Mayor Shupe then opened the floor to public comment.

Sara Kate Hammer of Downtown Milford, Incorporated asked if a wine store wanted to open downtown, would they meet this criteria. She said that would be considered a liquor store though it may be a high end wine store that sells cheese and gourmet food as well.

Mayor Shupe confirmed that if they serve food, it is permitted. In addition, they would be permitted if the products were made on site.

Solicitor Rutt noted that the definition of alcoholic beverages includes wine. The new language states that unless food is prepared and served or alcoholic beverages are produced, it would not be prohibited. A wine store selling high end wines only would not be permitted.

He reiterated that the food must be prepared and served. Selling packaged cheese does not fit the definition of being prepared there.

Mr. Morrow feels that preparing food could be selling a block of cheese that is sliced so there is some ambiguity. Mr. Mergner agreed the wine store could serve a cheese platter.

Mr. Burk feels that with any ordinance, there may be situations that create a later need to tweak or amend it.

Mayor Shupe agreed that anything specific can be considered and discussed at another public forum. Right now this amendment allows the city to be business friendly, especially in some of the industries we are seeing such brewpubs in the past couple years. In addition, he pointed out we are trying to attract more restaurants downtown which could be a huge catalyst for the other businesses. This allows one less barrier for someone opening a business in downtown Milford.

Mr. Brooks asked that we be very careful and ensure that everyone is treated fairly even though they may be considering something a little different.

Mr. Medlarz emphasized that the way the code is currently written, the city would not be able to entertain any discussions with someone interested in any of the buildings downtown who may be interested in serving alcoholic beverages in a restaurant or creating a brewpub. The mayor and he came up with this suggestion to allow them.

He feels that a wine store that provides a cheese service fits the definition in his opinion. That had not been considered but if that were the case, he feels it could be done.

Solicitor Rutt feels an amendment to the language should be considered to prevent any future questions. He recommends the following language be added:

Section 3.

Article VIII-Miscellaneous Provisions, 230-44 Prohibited Uses is hereby amended as follows:

*§230-44(D). All establishments involving the sale of alcoholic beverages either on or off premises, which are located within 1,000 feet of any public or private school, day-care or child care center or church, **unless food is prepared and served for consumption on site or for takeout, or alcoholic beverages are produced in said location.** Approval to sell alcoholic beverages at special events or gatherings for a period of time, not to exceed three days, may be granted if approved by City Council.*

Mr. Rutt feels it would be safer to add that language and adding the takeout provision covers this situation.

He feels the change is insignificant and only clarifies service so it does not have to be re-advertised.

With no further comments from the public, Mayor Shupe closed the floor.

Mr. Burk moved to adopt Ordinance 2015-04 with the amendment and added language as recommended by the city solicitor, seconded by Mr. Brooks:

Ordinance 2015-04

WHEREAS, the City has received inquiries from persons interested in opening and operating establishments serving alcoholic beverages in addition to serving food; and

WHEREAS, the Code of the City of Milford, particularly the zoning code, does not directly address these types of businesses; and

WHEREAS, the City Planning Commission and City Council believe these types of businesses may be beneficial to the City of Milford if located in appropriate areas within the City where they would be compatible with the surrounding area and if they are regulated appropriately to minimize negative impact and to protect the public health, safety and welfare of the public.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford by Amending Chapter 230 entitled Zoning,

Section 2.

Article I-General Provisions, 230-4 Definitions and word usage is hereby amended by adding the following:

Alcoholic Beverage - Any fermented liquor or malt beverage, such as wine, beer, or distilled spirit that contains ethyl alcohol, or ethanol, as an intoxicating agent.

Section 3.

Article VIII-Miscellaneous Provisions, 230-44 Prohibited Uses is hereby amended as follows:

*D. All establishments involving the sale of alcoholic beverages either on or off premises which are located within 1,000 feet of any public or private school, day-care or child care center or church, **unless food is prepared and served, for consumption on site or for takeout, or alcoholic beverages are produced in said location.** Approval to sell alcoholic beverages at special events or gatherings for a period of time, not to exceed three days, may be granted if approved by City Council.*

Section 4. Dates.

Introduction: April 27, 2015

Adoption: May 26, 2015

Effective: June 5, 2015

City Solicitor Rutt read the revised subsection into record prior to the vote.

Motion carried with no one opposed.

With no further business, Mayor Shupe adjourned the Public Hearing at 7:28 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
May 26, 2015

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Tuesday, May 26, 2015.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Chris Mergner, James Burk, Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Hans Medlarz, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Shupe called the Council Meeting to order at 7:28 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

Councilwoman Wilson asked for a moment to honor the life of the City's Former Planner Gary Norris who passed away unexpectedly this weekend.

Mayor Shupe announced that Councilman Pikus is in the hospital due to having emergency surgery but is much better today and is expected to be released tomorrow.

RECOGNITION

Mayor Shupe referenced three proclamations presented at the NAACP Annual Freedom Banquet last weekend:

PROCLAMATION 2015-12
NAACP Day in the City of Milford

WHEREAS, the National Association for the Advancement of Colored People (NAACP) was founded in 1909 and is the oldest and largest civil rights organization in America; and

WHEREAS, the NAACP is committed to promoting racial equality, educational excellence, economic empowerment and civil rights; and

WHEREAS, the NAACP continues to be the voice that speaks for those whose voices otherwise would go unheard; and

WHEREAS, their efforts have proven successful in historic legislative victories and progressive changes that have impacted our entire nation; and

WHEREAS, the NAACP focuses on challenging issues that are foremost in our changing society; and

WHEREAS, the City of Milford acknowledges the work that is done each and every day by NAACP Milford-Slaughter Neck Branch Unit #2030, whose tireless efforts have greatly enhanced the quality of life in our community; and

WHEREAS, the Milford Senior Center will host the Milford-Slaughter Neck Branch's Annual Freedom Banquet on Saturday, May 16, 2015 at which time the Reverend William A. Grimes of the Solid Rock Baptist Church will speak; and

WHEREAS, during this prestigious event, the Milford-Slaughter Neck Branch will recognize Jerome Harris Jr., Fran Shell Best, Reverend Winton Hill III and Pastor Malissa Dukes; Douglas Gibson, former Milford City Councilman and educator, will be the recipient of the Lifetime Achievement Award and the late Gary Curry will be remembered with the first ever Unsung Hero Award; and

WHEREAS, this occasion marks a historic and proud moment in our community as The Milford Seven--Josephus Clark, Charles Hammond, Timothy Duker, George Davis, John Whalen, Gregory Showell and Ovetta Whaley--the first African-Americans to graduate from Milford Senior High School during the Brown vs. Board of Education era, will be honored.

NOW, THEREFORE, I, Bryan W. Shupe, Mayor of the City of Milford, do proclaim May 16, 2015 as NAACP Day in the City of Milford and encourage all citizens to strive to make positive changes in our community while standing alongside those who continue to fight for justice and freedom for all Americans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford, Delaware to be affixed this 16th day of May, Two Thousand and Fifteen.

s/Mayor Bryan W. Shupe

TRIBUTE 2015-13
Douglas Gibson-NAACP Lifetime Achievement Award

WHEREAS:

Douglas A. Gibson, a native of Trappe, Maryland, served in the United States Navy and was stationed in Hawaii during World War II;

After the war, Mr. Gibson was among the veterans who would triple the enrollment population of Delaware State College (University) and in 1950, graduated with a Bachelor of Science Degree in Industrial Arts;

Mr. Gibson made a life for himself in Milford, Delaware, where he and his late wife Dorothy raised their children Dawne, Darrald and Craig;

Mr. Gibson became part of a historic group of African-Americans who were permitted to enroll in the University of Delaware as a result of the nationally precedent-setting 1950 Delaware Court of Chancery ruling that required the institution to admit blacks;

He would go on to earn a Master's Degree in School Administration from the university and subsequently enjoy an industrial arts teaching career spanning thirty-eight years — seventeen years at the segregated Benjamin Banneker School in Milford, followed by twenty-two years as an instructor at Delaware Technical and Community College in Georgetown, Delaware;

Mr. Gibson has been a renowned duck decoy carver for more than thirty years competing in the Eastern Waterfowl Festival and Ward Brothers Foundation's Best in the World Competition; he was named the 2000 Artist of the Year by the Delaware Chapter of Ducks Unlimited for his contributions to wildlife conservation and took home the Blue Ribbon honor when he exhibited his works at the Smithsonian Institution's River and Wildlife exhibition in Washington, D.C.;

In 1990, he became the second ever African-American to serve on Milford City Council, an elected post he held for two terms and has been appointed to several state committees including the Governor's Wetlands Committee and the Office of Economic Opportunity;

At the age of 92, Mr. Gibson continues to spend each day in his workshop hand carving the lifelike decoys that have made him known throughout the art world.

NOW, THEREFORE, I, Bryan W. Shupe, Mayor of the City of Milford, do hereby congratulate Douglas A. Gibson on being awarded a well deserved the 2015 Milford-Slaughter Neck NAACP Lifetime Achievement Award.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford, Delaware to be affixed this 16th day of May, Two Thousand and Fifteen.

s/Mayor Bryan W. Shupe

PROCLAMATION 2015-14
Honoring the Bravery of the Milford Seven

WHEREAS, following the Supreme Court's landmark decision in the Brown v. Board of Education in May 1954 which declared 'separate but equal' public accommodations for blacks and whites are unconstitutional, eleven black students showed up for the first day of school at Milford High School in September;

WHEREAS, Milford High School, home to 698 students, received worldwide attention as the first school to attempt integration in Delaware;

WHEREAS, sadly, undue outside pressure only allowed these pioneering African-American students to be in attendance for twenty-eight days;

WHEREAS, more than a decade after the Milford Eleven incident, the first official integrated class, that included seven African-American students, graduated from Milford High School in 1965;

WHEREAS, forever becoming known as the 'Milford Seven', these students proved that an equal education in the public schools of Delaware was an essential right for all;

WHEREAS, all citizens are encouraged to reflect on the history of the Milford Seven and to bear witness on the progress and achievements made possible by these seven students;

WHEREAS, the courage of the Milford Seven proved that with access to educational opportunities, all students are capable of greatness;

WHEREAS, fifty years after the Milford Seven graduated from Milford High School, it is important we all remain vigilant in order to assure that every child has access to quality public education regardless of race or ethnicity.

NOW, THEREFORE, I, Bryan W. Shupe, Mayor of the City of Milford, do proclaim the month of May 2015 as 'THE MILFORD SEVEN' MONTH in the City of Milford and encourage all citizens to join in honoring the courage of the Milford Seven--Josephus Clark, Charles Hammond, Timothy Duker, George Davis, John Whalen, Gregory Showell and Ovetta Whaley.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford, Delaware to be affixed this 16th day of May, Two Thousand and Fifteen.

s/Mayor Bryan W. Shupe

Mayor Shupe asked the city clerk to include these documents in the permanent record of the city.

Councilman Starling then thanked Mayor Shupe for speaking and praying at the retirement banquet for his wife, the Rev. Dr. Jeanel Starling this past weekend.

Mr. Starling explained that they have been at St. Paul's United Methodist Church for seventeen years and when a pastor reaches a certain age, they are required to retire.

Mayor Shupe congratulated Rev. Dr. Starling for her years of service to our community.

COMMUNICATIONS

Mayor Shupe reminded council of the SCAT meeting that will be hosted by Milford on June 3, 2015 at the Rookery North. Anyone wishing should contact City Clerk Hudson.

UNFINISHED BUSINESS

First State Manufacturing (FSM) Land Exchange and Purchase/Lot Creation

City Manager Medlarz reported that he has a meeting scheduled with FSM Representative Dave Hitchens. Before the meeting, he wanted to give council his viewpoint of the proposed sale/exchange. He feels we should not create a parcel that is nonconforming as is now being proposed.

The city manager is not judging the sale/exchange by its merits though he prefers to inform Mr. Hitchens we should be within the bounds. Mr. Hitchens can then go back to his board for their approval.

Mr. Brooks asked if the problem is the land adjacent to the ball park or the lot they requested at Independence Commons. Mr. Medlarz explained that FSM wants to give the city more land which will create parking and setback issues. That would create a parcel that does not meet our code requirements though what was the lot originally proposed does.

The city manager then asked the solicitor if that is legal; Mr. Rutt stated no because the city would be creating a nonconforming lot that would require an application to the Board of Adjustment. We would have to justify why the city is doing that which may be difficult.

Mr. Medlarz said there are other options but the most recent proposal was changed from the original plan.

The city manager wanted to verify we had the solicitor's backing and that council understood the situation.

NEW BUSINESS

Downtown Milford, Incorporated Report

DMI President Sara Kate Hammer said she was unprepared to speak but stated she is happy to provide the report. She referenced the two documents in the packet submitted by DMI. Executive Director Lee Nelson was also in attendance.

President Hammer explained the first document is an overview of what their organization does, their mission and their tasked mission as one of Delaware's eight Main Streets. DMI falls under the Downtown Delaware umbrella which falls under the National Trust for Historic Preservation and National Main Street Center.

She noted the second document is a look back on their activities in 2014. Because the City of Milford invests in DMI, they want council to be familiar with the return on their investment.

President Hammer recalled the quarterly reports that were presented to council for their review in 2014. The document highlights what has been done in 2014 and their intent is to bring quarterly reports to council again. At the end of 2015/early 2016, they will provide the year's activities for 2015.

She referenced the 200 dedicated volunteers who worked 5,421 hours for Downtown Milford which is equivalent to 2.6 full time workers. Delaware Economic Development Office (DEDO) places a value of \$124,791 on those volunteer hours.

She reported that DMI hosted or co-hosted ten special events which included the Bug and Bud Festival, Milford In Bloom, Holiday Stroll, Pub Crawls and Eat in the Street. She reported they also finished the last part of the Launching Augusta project and referred to the painted boats throughout the downtown area.

DMI also donated \$10,000 to Parks and Recreation from the revenues they earned at the Bug and Bud Festival. The investment made by the city in Downtown Milford is returned to the city's youth through the Parks and Recreation Department.

The 2014 Farmers Market outdid the previous year and the 2015 Farmers Market is on pace to outdo the 2014 number. Last week, they counted more than 400 visits to the market which is a new record. They expect that number to grow during the summer months.

They are partnering with Tourism, Arts and Downtown Development, a group of seventeen towns in Maryland and Delaware by promoting tourism from one town to the next.

DMI also markets Milford all over Delmarva in partnership with the Maryland towns, in addition to Delaware towns that include Dover, Middletown and Rehoboth Beach.

A group of travel writers visited Milford who is focusing on downtown Milford through four national and regional magazines.

In addition, two new Project Pop-Up businesses opened in downtown Milford in 2014.

DMI was also selected as a semifinalist for the Great American Main Street Award out of ten cities selected nationwide. They also received the National Accreditation Main Street designation again this past year.

In conclusion, President Hammer emphasized that DMI continues to make Milford a great place to live, work, play and shop. She acknowledged their appreciation for the city's investment in their organization.

Mr. Mergner thanked DMI for their efforts adding that the festivals are very exciting for the community and look forward to working with them in the future.

Mr. Burk said he appreciates DMI coordinating these events with the help of so many volunteers and stressed the importance of those volunteers in making these events successful.

Mayor Shupe thanked President Hammer and Executive Director Lee Nelson for the work and the assistance they provide to the businesses downtown, in addition to sponsoring the many events that were discussed. He hears from many of the downtown businesses that DMI was very helpful with getting them on their feet and educating them on what it means and takes to be a business. He noted that many of the downtown businesses are first time business owners which can be difficult though DMI provides that needed guidance.

Water Infrastructure Advisory Council (WIAC) Grant Application

Project Description: The City is requesting grant funding for the procurement and implementation of GIS software and hardware in order to develop a comprehensive database of the City's drinking water infrastructure. The City will develop level of service standards based on customer demand and regulatory requirements. The GIS database will be utilized to analyze critical assets, determine minimum life cycle costs of system components, and develop a long term funding strategy for potential repair/rehabilitation projects.

Estimated Cost: \$90,000

Mr. Medlarz explained that he and the new Planning Director Rob Pierce, who was in attendance, have applied for a significant grant which will put our public works facility forward. He said this will create an asset management system which will allow us to track, do preventative maintenance and address long term depreciation of our water utility.

He explained the city has a lot of information we do not have direct control over. This grant will allow us to purchase the equipment and put it to excellent use considering that Mr. Pierce and the new GIS/Mapping Technician can accomplish this.

The city manager reported the program was just rolled out and the city may be the second utility applying for it. Receiving this will make us a better water and wastewater utility. He explained that once we receive the approval, council will need to commit to the conditions of the grant.

Mr. Pierce said the due date was the May 27th and because they are being processed as they are submitted, the city submitted the application last week.

Mr. Brooks commented that he has expressed the need for routine maintenance for a number of years and this appears to address that; Mr. Medlarz confirmed it will be one step above routine maintenance.

When asked if this will improve the quality of the water, Mr. Medlarz said we hope some improvements on the delivery of our utilities can be made.

Mr. Pierce explained there is \$100,000 for each program; if awarded in conjunction with one another, we would receive \$90,000 for one and \$70,000 for the other. If one is received without the other, we will be over the \$100,000 threshold and may need funding from council for the additional monies. The other option is to scale back and hope for another funding source.

Mr. Medlarz is hoping to report back to council that we were successful and present the support resolution.

Mr. Brooks said either way it needs to be done; Mr. Medlarz said that both he and Mr. Pierce were aware of this and decided that the number one priority for his job was to get this application in.

Mr. Pierce reported that the labor for the task of implementing the asset management program is not included in the grant application and really is just a time and effort to prepare the deliverables. He said we can still open that program if we do not receive the money, but it will be scaled back significantly.

Finance Committee Meeting Dates/FY 2015-2016

Mayor Shupe reported that the Finance Committee budget hearings have been scheduled on June 9, 2015 and June 10, 2015 beginning at 5:00 p.m.

Due to some council members not being able to arrive by that time, it was agreed to start the hearings at 5:30 p.m.

EXECUTIVE SESSION

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 (Public Works/New Position/Contract).

Mr. Brooks moved to go into Executive Session reference a strategy session, seconded by Mr. Morrow. Motion carried.

Mayor Shupe recessed the Council Meeting at 7:50 p.m. for the purpose of an Executive Session as is permitted by Delaware's Freedom of Information Act.

Return to Open Session

City Council returned to Open Session at 8:07 p.m.

Public Works Position & Contract

City Manager Medlarz stated that council encourages the further pursuit of a particular position in the infrastructure project management arena for final consideration by council through a revised document that will be prepared by the city solicitor.

The matter will be discussed at the next council meeting in open session.

ADJOURN

With no further business, Mr. Mergner moved to adjourn the Council Meeting, seconded by Mr. Burk. Motion carried.

The meeting was adjourned at 8:09 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder